

**GENERAL TERMS OF SALE AND DELIVERY ALSANIT
(OGÓLNE WARUNKI SPRZEDAŻY I DOSTAWY ALSANIT - OWSiD)**

1. These terms define rules applicable when concluding a contract of sale and delivery of goods offered by ALSANIT Sp.z o. o. with registered office in Trzcianka (hereafter ALSANIT), unless amended by written agreement between the Seller and the Buyer.
2. Whenever in OWSiD the subject of the contract is mentioned, it means goods, products and services.
3. Terms, costs and dates of processing the subject of the agreement is determined by the offer prepared by ALSANIT based on inquiries received from the Buyer
4. The order should be placed by the Buyer in writing. Email and fax are also regarded as written forms. ALSANIT allows acceptance of an order in other forms, which, however, requires the confirmation of ALSANIT as to its acceptance for processing. The lack of confirmation means that the agreement was not concluded. The agreement date is the day ALSANIT confirms its acceptance to process the order. Once there is no written confirmation of the order by ALSANIT it means that the contract that has not concluded thus buyer is not entitled to a contract or compensation claim.
5. Forwarding the order for production occurs upon receiving an order from the Buyer confirming acceptance of the terms set out in the offer, necessary drawings, all documents and data required by ALSANIT, as well as meeting by the Buyer payment requirements agreed by parties and indicated in the contract. Non-fulfilment by the Buyer either of terms listed above shall result in suspending the realisation of the order pending their completion and may prolong the order lead time by the time between placing the Order and completing the documents or advance payment.
ALSANIT also reserves the right to cancel orders in case of ineffective expiry of time beyond the designated 7-day term to fill above listed deficiencies.
6. ALSANIT is obliged to prepare the subject of the agreement in compliance with the order submitted by Buyer and confirmed by ALSANIT.
7. The order may be changed or canceled by the Buyer only after written agreement with ALSANIT expressed in electronic form or in writing. By changing or canceling the Order, the Buyer is obliged, at the choice of ALSANIT, to pay:
 - a. Contractual penalty of 20% of the net value of the subject of the contract, or
 - b. Any costs incurred by the ALSANIT as a result of change of the subject of the contract.
8. ALSANIT reserves the right to increase the agreed value of the subject of the contract in accordance to the changes in the prices of materials necessary to manufacture the products. Changes in the exchange rate, increased customs duties, insurance costs, transport charges or other fees that occurred after the acceptance of the offer by the Buyer and affect the price of the products must be accepted by the Buyer. The Buyer will be informed immediately by ALSANIT about any price changes.
9. If, beyond the control of ALSANIT, will arise circumstances causing realisation of the order more expensive, delayed or impossible to complete, ALSANIT may notify the Buyer in written form about the difficulties that occurred, without having to pay compensation, and is entitled to:
 - a. Cancel the contract in full or in part
 - b. Realise subject of the contract according to changed terms after the mutual agreement
10. Delivery of the subject of the contract is based on the Incoterms 2010 - EXW (Ex Works), unless the parties agree otherwise in the contract. In this case, the goods are considered delivered and the subject of the contract as completed at the time of releasing the goods from the ALSANIT warehouse.
The risk of loss or damage to the goods passes from ALSANIT to the Buyer upon loading of the goods on the truck arranged by buyer, and from ALSANIT to the Carrier/Forwarder upon loading of the goods on the truck arranged by Carrier/Forwarder.



11. ALSANIT reserves that it does not agree to cancel already completed orders or orders in progress. In this case, the Purchasing Party shall be charged with full costs of the order execution, including the costs already incurred, as well as the costs to be incurred which ALSANIT has undertaken towards third parties, the costs incurred by ALSANIT for the proper performance of the order, as well as the costs of actions aiming at completion of the order execution in connection with the cancellation of the order.
12. If delivery is carried out by a Carrier/Forwarder ordered by ALSANIT, the Buyer is obliged to provisional quantitative and qualitative receipt in the presence of the carrier, and in the event of shortages or visible damages (packaging) to write down in the presence of the carrier the damage protocol (complaint).
13. Upon receipt by the Buyer of the notification of readiness to release the goods, the Buyer will be entitled and obliged to collect the ordered goods, and in the case of delivery by ALSANIT agreed by the Parties to a specific place - to accept the goods.
14. If transport lies with the Buyer, the buyer is obliged to arrange pickup of goods within 5 days upon notification by ALSANIT that the product is ready for pickup. ALSANIT has the right to withhold shipment of the goods and immediately inform the Buyer, if the means of transport does not meet technical requirements ensuring safe and secure transport of goods.
15. Once delivery is an intra-Community transaction as defined in Article 138 of the Council Directive EU 2006/112 / EC of 28 November 2006 on the common system of value added tax, the Buyer shall notify ALSANIT in writing about it and will provide European tax number held for intra-Community transactions. If ALSANIT does not provide transport of the products, Buyer will be obliged to make a declaration that the Product will be transported by or on behalf of the Buyer outside the territory of the Republic of Poland to the territory of another EU Member State. In the above-described situation, ALSANIT is entitled to issue an invoice to the Buyer using the 0% VAT rate. In a situation where the above-mentioned documents are not delivered by the Buyer within the required time or contain incorrect, inaccurate or misleading data, and when the Buyer's VAT number cannot be verified on time with the tax authorities, the delivery will be considered a domestic delivery, and the value of the subject of the contract will be increased by the VAT due to Polish tax law.
16. In the case of deliveries of goods outside the territory of the Republic of Poland to the territory of another Member State of the European Union, the Buyer is obliged to provide ALSANIT with documents confirming the intra-Community delivery of goods (delivery note hereinafter referred to as WDT) immediately upon delivery of the goods, but not later than within the 20th day of the month after in which the delivery was made in.
If the Buyer will not provide the WDT documents, ALSANIT shall charge the Buyer with the amount of tax on goods and services at the rate for domestic sales for the delivered goods, applicable at the time of delivery.
17. If the Polish tax authorities do not accept the proof of the delivery of goods outside the territory of the Republic of Poland to the territory of another EU Member State, the Buyer will be obliged to provide ALSANIT with additional information and evidence confirming the above-mentioned circumstances..
18. In case of a delay in collecting the goods ordered by the Buyer, ALSANIT reserves the right to charge a contractual penalty in the amount of PLN 50.00 / pallet for each commenced calendar day after the deadline specified in point 14 of the OWSiD
19. Once Buyer avoids collection of the goods or delays to pay the amount due within agreed timeframe, despite the fact that the goods comply with the order, ALSANIT will set the Buyer an additional 14-day deadline for payment or collection of the ordered goods. After the expiry of the deadline set in accordance with the previous sentence, ALSANIT reserves the right to withdraw from the contract by submitting an appropriate statement to the Buyer. If ALSANIT withdraws from the contract for reasons attributable to the Buyer, the Buyer shall pay ALSANIT a contractual penalty of 10% of the agreed value of the subject of the contract. After ALSANIT withdraws from the contract, the advance payments made by the Buyer will be first credited towards the calculated contractual penalty and ALSANIT's claims for non-performance or improper performance of the contract, including claims for damages.



20. Charging a contractual penalty does not deprive ALSANIT of the right to claim damages from the Buyer on general terms.
21. In case of withdrawal from the contract by ALSANIT for reasons attributable to the Buyer, ALSANIT is entitled to commission liquidation (disposal) of the goods manufactured at the Buyer's request, at the Buyer's expense.
22. In the case of a sales contract with the assembly service, the Buyer is obliged to submit a declaration that all rooms in which ALSANIT Products are to be installed will be ready for installation from the date indicated in the declaration. A room ready for installation is considered to be a tidy room with a floor and walls (at least up to the height of the ALSANIT products) covered with a finishing layer intended for use (in the case of tiles, also with joints). If through the Buyer's fault, the subject of the contract cannot be installed within the period specified in the declaration, ALSANIT is entitled to withdraw from the installation and leave the goods at the disposal of the Buyer. In the above situation, the Buyer will be charged with additional costs incurred by ALSANIT.
23. In the case of a sales contract with the assembly service, ALSANIT shall not be liable for defectively prepared rooms intended for the installation of products, including unevenness, faults and gaps between ALSANIT products and defectively prepared rooms. Responsibility for the quality and proper preparation of the premises for assembly rests with the Buyer.
24. After completing the assembly work, the Buyer is obliged to make the final acceptance of the subject of the contract. Acceptance takes place on the date indicated by Alsanit as the date of completion of assembly and readiness for final inspection. If, over of final inspection of assembled goods, non-conformities of the subject of the Agreement or its elements reported for acceptance are found, in particular defects and faults of the subject of the Agreement, or other cases of non-performance or improper performance of the Agreement by ALSANIT, the Buyer is obliged to make a written comment in the acceptance protocol and sign it, unless that the reported defects are significant and prevent the use of the subject of the contract. In case of an unjustified refusal to sign up acceptance protocol by the Buyer, ALSANIT will set an additional 3-day deadline for the acceptance of works. Once Buyer refuses to conduct final inspection within the prescribed period shall entitle ALSANIT to unilaterally accept the works, and the arrangements made in the protocol will be binding for the Buyer.
25. The industrial and intellectual property rights to the products manufactured by ALSANIT as well as documents and related services remain the property of ALSANIT and in no case are transferred to the Buyer.
26. The buyer becomes the owner of the goods after full settlement of the contract, within the timeframe specified in the order - (reservation of ownership of the sold item, art. 589 of the Polish Civil Code). If the Buyer does not to make the payment within specified period, ALSANIT has the right to demand from the Buyer the return of unpaid goods. ALSANIT may also demand compensation if the goods have been used, damaged or destroyed, in particular when the value of the goods received from the Buyer is lower than the amount of the payment that the Buyer should pay for goods received.
27. Both parties are not liable for non-performance or delay in performance of the subject of the contract resulting from force majeure factors. Force majeure includes a natural event or actions by governments in power or actions by third parties that cannot be foreseen or cannot be controlled in any way, such as a hurricane, flood, fire, war, embargo, etc.
28. The transfer of receivables from the contract concluded between the parties requires the prior written consent of ALSANIT to be valid.
29. Warranty conditions are regulated by the document "Warranty for ALSANIT products" and is valid for the period specified in the accepted offer. The Buyer is obliged to report defects in the delivered products under the conditions specified in the above-mentioned document available on the ALSANIT website. The warranty does not cover defects that remain invisible after installation and do not affect the value in use of the product.
30. In case of an unjustified complaint, the Buyer shall be liable towards ALSANIT for damages in the amount of costs incurred by ALSANIT resulting from handling the unjustified complaint.



31. In the case of production of products according to the documentation provided by the Buyer, ALSANIT is not legally and materially responsible for:
 - a. violation of copyright, designer's rights or any rights of third parties,
 - b. correctness of dimensions and other errors contained in the documentation.
32. ALSANIT and the Buyer are mutually obliged to keep confidential all information obtained in connection with the realisation of the subject of the contract. Breach of the obligation may result in liability for damages against the infringer.
33. In matters not covered by the OWSiD, regulations of the Civil Code of the Republic of Poland will apply. In the case of contracts concluded with foreign entities, Polish courts and Polish law shall have exclusive jurisdiction in all disputes that might arise over realisation of the contract.
34. The concluding language of contracts with ALSANIT is Polish. If ALSANIT prepares a document in two languages, in the event of non-compliance with the text of the document, the Polish text will apply.
35. By placing an order, the Buyer accepts the terms of the OWSiD by ALSANIT and agrees on processing of his personal data by ALSANIT in order to perform the subject of the contract, as well as for marketing purposes related to its activities.
36. Any disputes that may arise over realisation of the contract will be settled amicably by the Parties. If an amicable settlement of the dispute proves impossible, the dispute shall be submitted to the common court competent for the location of ALSANIT headquarter.
37. To avoid misconstruals, the buyer accepts that the binding version of the document is the one in Polish language version and the English version is for reference only.

Tomasz Hlebionek

CEO of ALSANIT Sp. z o. o.