

General Terms and Conditions

Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J., Szymanowo 65a
63-900 Rawicz

§ 1. GENERAL INFORMATION

a) These General Commercial Terms and Conditions of Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J. constitute an attachment to agreements for delivery and installation of windows and doors entered into by way of offer and acceptance, or on the basis of orders placed by individual clients or commercial entities, as well as trading partners of the company trading as Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J. and shall be valid for any and all agreements, regardless of the fact whether agreements concluded in the future contain an explicit reservation that said Terms and Conditions apply. By accepting the first offer from Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J. or by confirming the order, the Commissioning Party shall approve said conditions as binding. Different commercial conditions required by the Commissioning Party, especially having approved current Terms and Conditions, shall be binding only when explicitly confirmed in writing by Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J. Terms and Conditions of the commercial partner shall not be in any way binding for Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J. even in the situation when the company did not explicitly deny the above. Additional oral agreements may become a part of the agreement solely after written confirmation thereof by authorized representatives, as stipulated in the [Polish] KRS [National Court Register].

§ Offer and Price

a) Our offers are always of informative characters and shall not cause effects described in Article 63 of the Polish Civil Code until the buyer receives a written order confirmation, unless, in individual special circumstances other written arrangements were entered into. Prices in the price list are net prices. Goods and services tax (VAT) will be added on top of net amounts according to its current statutory rate.

b) Offer prices are valid only in cases of full orders with respect to one offered structure, with uninterrupted installation.

c) We reserve the right to add the costs arising out of extended time of installation or the costs arising out of extended storage of the ordered woodwork to the agreed price for the Commissioning Party, if the causes for such are attributable to the buyer.

d) Costs of works not included in the estimate, for example, costs for

performing work outside of the place of residence, the costs of travel and use of materials, shall be added according to daily rates and current pricelists for service work. Robert Kowalski, Karol Kowalski „STOLARSTWO” Sp.J. shall not

separately cover the costs of *per diem*, travel costs or the costs of installation for the personnel of the Contractor. All these benefits shall be the subject of separate remuneration.

e) Costs of works and performances nor explicitly listed in the offer, and which are requisite for the correct performance thereof, or are performed at the explicit request of the Commissioning Party shall be added to the final invoice. This in particular applies to

f) Flat rates shall only be applicable in the case when they have been acknowledged and approved in writing by the Contractor in conjunction with the timeline set for starting and finishing of the relevant works as well as providing a down payment for the ordered products, which is the condition for forwarding the order to the production department.

g) in other remaining cases the Contractor shall be bound by offer prices, which are not flat rates, only throughout the period of 30 days from entering into the agreement.

§ 3 Terms of Payment

a) Payments must be made by way of a bank transfer, without set off, in PLN (Polish złoty) or in EUR, according to individual details of a given invoice.

b) Payment dates for the invoices shall be set for 30 days from the receipt of a correctly issued VAT invoice which documents delivery and (or) completion of the installation of the ordered woodwork products.

c) It shall be agreed that in the case when the payment dates are not observed, the recipient of the invoice shall be considered to be in default of payment on the first business day after the expiry of the payment date revealed on the invoice, even if no separate Call to Pay Debt was issued. From that moment, we shall have the right to accrue interest and pursue claims of payment of interest in the statutory amount, applicable at that time. If a commercial partner rescinds the agreement or if completion of our contractual performances becomes inapplicable for reasons attributable to the areas of risk of the commercial partner, or for the reasons attributable to the buyer or his representatives, other subcontractors, alternatively, due to the absence of the work fronts, then we reserve the right to impose a 20% contractual penalty in respect of

inability to perform the services, without prejudice to the right to demand higher damages with duly documented state of facts.

- d) Possible mutual claims or complaints of the Commissioning Party, his representatives or commercial partners shall not grant him the right to withhold any objects or to sett-offs, and the delivered goods shall remain the property of Robert Kowalski, Karol Kowalski "STOLARSTWO" Sp.J. until the full payment has been made. Any and all complaints should be made in writing and mailed to the address of the registered office of the company or its email address at: biuro@kowalscy.pl. Sett off shall only be possible when the mutual claim is indisputable and verified on the basis of accounting documents, or if a legal title to the claim exists. Set off of assigned claims shall be strictly forbidden. Our personnel shall not be entitled to accept payment, unless they have been authorized in writing to receive such payments. In the situation when the conditions of payment fail to be observed or certain circumstances are revealed which question the financial credibility of the Commissioning Party (buyer) ,or in case when payment due on the basis of two subsequent invoices is defaulted, all yet unpaid amounts become due and payable immediately. In such case Robert Kowalski, Karol Kowalski "STOLARSTWO" Sp.J. shall reserve the right to cease and withhold further work and deliveries and keep paid up down payments and any advance payments, which shall be kept towards the overdue amounts, without setting additional payment dates. Completed stages of deliveries and other performances may, after partial acceptance procedures, be finally approved regardless of completion of other performances and also become immediately due and payable. A group of commissioning parties shall be liable for payment obligations always as joint and several debtors.
- e) If the commercial partner delays performance for the benefit of Robert Kowalski, Karol Kowalski "STOLARSTWO" Sp.J., the company shall be entitled to suspend any and all deliveries and performances, also those that transpire directly from the text of other agreements and such suspension thereof until the complete payment of all amounts due on the basis of invoices has been executed.
- f) Default in payment shall result in cancellation of any and all agreed discounts, prolongations, payment deadlines or approved instalment arrangements and the whole purchase price, alternatively, the whole amount due in respect of remuneration for work becomes forthwith due and payable.

§ 4 Delivery, installation and performance of the order

- a) Cited terms of delivery/terms for installation are loose terms and depend on the dates connected to timelines of making the order, completion of manufacture process and delivery to the building site of the ordered woodwork with relevant accessories. Crossing the provided term by 30 calendar days shall not entitle the commercial partner to rescind our services. Other principles shall be enforceable only in the situation when the agreed and booked binding term has been selected and which excludes further performance of the obligation. However, in any and all cases the implementation timeline shall be prolonged by a relevant amount of time if the Commissioning Party delays payment of advance payment and fails to settle the amount of the second instalment, whose payment shall constitute a condition for releasing the woodwork from our warehouses and shipping it for installation. A delay due to adverse weather conditions shall not constitute a delay - especially when outside temperature drops below zero degrees Celsius - or there is no access to the building site and, in the case of internal woodwork installation, stairs and trims, also when the temperature drops below 10 degrees Celsius or the air humidity exceeds 60%.
- b) Crossing the 30 day provided term shall not constitute grounds for rescinding our performances, exceptionally also when the delivery or performance is impossible to perform before the expiry of term due to force majeure and before the expiry of said term the commercial partner was explicitly and duly informed about the existence of said fact. Force majeure shall mean events like strikes, difficulties in transportation, material shortages, obstructions of operations and similar events. It also applies to the situation when the named circumstances occur with subcontractor or, possibly, recipients of the Robert Kowalski, Karol Kowalski "STOLARSTWO" Sp.J. performances. In said situations we shall be entitled to a partial or full termination of the agreement, however, the commercial partner shall not have the right to pursue any claims for damages.
- c) Moreover, we shall be released of any obligation to deliver, released from liability for damages arising out of technical difficulties related to the subject of the agreement, or making it impossible to perform the provisions of the agreement, including absence of work fronts, which make it impossible to begin installation.

§ 5.1 Performance of works on the basis of design documentation and measurements not prepared by us and settled separately

- a) Commencement of the manufacture process for ordered woodwork, accessories and devices we base on existing design documentation and measurements, which must be verified by us separately. Therefore, we shall be released from separately listing possible infringements of national and local provisions, and/or DIN norms, as well as the generally accepted rules of technology (EneG) and/or legal acts in force related to the good construction practices. We shall, however, be entitled, for additional payments, to correct noticed by us and possible to repair defects in the design documentation according to the mentioned hereinabove provisions, without having to consult them beforehand and without the consent of the investor, architect or the designing company.
- b) Errors and infringements of provisions listed in § 5.1 a) assumed by us during the works on the basis of existing design and measurement documentation shall not grant the Commissioning Party the right to file complaints in respect of defects in objects, to demand lower remuneration for performance of the order, revoke the agreement due to defects, nor to pursue any claims for damages against us. The Commissioning Party shall assume the risk arising out of the above entirely.

§ 5.2 Performance of works on the basis of design documentation and measurements not prepared by us and settled separately

- a) During planning and performance of works as defined in § 5.2 we take into account provisions mentioned in § 5.1 a).
- b) Our property rights and copyrights subsisting in the cost estimates, drawings and project designs as well as the calculations they are based and on prepared by us, shall be reserved. Said documents may not be copied or made available to third parties without our expressly granted consent and, in case such consent is withheld, the orders should be sent back to us immediately (returned).
- c) Obtaining the official permits of relevant authorities shall be the responsibility of the Commissioning Party. The Contractor shall be obliged to make available to the Commissioning Party any required materials and documents needed for said purpose.

§ 5.3 Performance of the works in case of absence
of Commissioning Party`s specification order

- a) In the scope of mentioned works, the Contractor shall leave at Commissioning Party`s sole discretion the decision on how many elements will be replaced with new ones or how many may be repaired without having to replace them). In such case, we shall not be obliged to consult our decisions or to obtain a consent at a prior date.
- b) If within our delivery and performance of installation services works were planned to be performed by us Rates for such shall be calculated on the “per hour” basis and materials` rates as in the offer.

§ 5.4 Assignment of performance of the order

- a) We shall be entitled to assign the performance or delivery of the order in full or in part onto another defined by us company from the same industry.

§ 6. Acceptance procedure, complaint in respect of defects in objects,
guarantee

- a) Acceptance procedure for the performed woks shall be organized for the day the installation has been completed or by completion of each delivery, and the Commissioning Party shall be obliged to provide his previously chosen representative to participate in the acceptance procedure. Should such person or written comments be absent at the time of preparing the acceptance report, the delivered products shall be deemed to be complete and without defects. The same reservation applies to the installation procedures, which shall result in a unilateral performance of the acceptance procedure, unless these Terms and Conditions stipulate otherwise.
- b) Complaints in respect of defects in objects must be reported immediately, however, no later than by the day the installation or delivery is completed. Complaints must be reported in writing and include a listed specification of defects. In case of justified complaints we may choose between the right to fix the defects or to offer a reduced price for such items. In any case, payment of any damages shall be strictly excluded. After the expiry of the 24 day period from the date off issue of the invoice, the right to file complaints in respect of defects shall expire. Failure to observe payment terms shall release us from and and all obligations arising out of the

guarantee. Guarantee Period shall always run from the date our account is credited with the payment of the full price for the performed work as well as for the installation works.

- c) The buyer shall be obliged to maintain the goods that are the object of the complaint in the state they were at the time of discovery thereof. He may not, without a written consent, rework, resell or continue the commenced repair works of the goods that were the object of the complaint. Should the Commissioning Party or commercial partner act in contravention to this regulation, the goods shall be deemed to be accepted without any reservations.
- d) Warranty for performed services shall be realized exclusively on the basis of the provisions of the Polish Civil Code, unless these Terms and Conditions stipulate otherwise.
- e) We shall be liable for defects in materials only in the scope equivalent to the scope of our subcontractors' liability towards us. Guarantee does not cover any damages caused by third parties or occurring as the result of force majeure, including but not limited to any and all damages arising out of works of companies that provided their services after us. Commercial partner shall be liable for loss or damage to all of the installed by us or delivered by us objects to the building site. Commercial partner should, at his own cost and at his own risk, protect the partially performed by us services against any damages. Illustrations provided in the prospectuses and other printed materials are for general information only and shall not be binding.
- f) Rights arising out of guarantee shall expire if the Commissioning Party or third parties make any changes or repairs without our express consent. We shall not be liable for damages arising out of fair wear and tear of the materials, improper or negligent operating as well as the influence of weather, mechanic, chemical, electro-technical or electrical factors. Any discrepancies as to the status given on the proof of delivery, confirmation of the acceptance of the order, or data on the invoice must be reported in writing immediately upon receipt or installation of the goods.
- g) Rescission of the rights arising out of guarantee or other types of claims the commercial partner is entitled to in respect of the legal relationship existing between us, for the benefit of third parties shall not be allowed without our prior written consent.

§ 7. Liability

- a) Robert Kowalski Karol Kowalski „STOLARSTWO" Sp.J. shall not be liable for possible damages resulting out of errors in advice during negotiations and at entering into the agreement, approval for alternative installation methods, infringements of secondary contractual obligations, damages caused during repairs and commission of forbidden acts, except for the situations when our employees or representatives commit an act of gross negligence or wilful malfeasance.
- b) If the manufactured by us woodwork or other devices (roller blinds or shades, window shutters etc.) are at risk of being exposed to strong chemical or physical interactions, such as high humidity, no ventilation, high concentration of gases and cause damages then the possible damages may be repaired for an extra charge, if the Commissioning Party failed to inform us in writing about said fact at the time of making the order.
- c) In each case the contractual liability, as well as liability arising out of guarantee of Robert Kowalski, Karol Kowalski „STOLARSTWO" Sp.j., shall be limited to the equivalent of the delivered woodwork and accessories, however, to the maximum amount of the costs of guarantee repairs only, namely, to the replacement of the faulty element, without additional costs, possible delays, breaks in the production process or other obstacles.

§ 8 Return of goods

- a) In case when ordered goods are returned at the Client`s request (the goods must be free from damages and be fully marketable), we charge the Client with a lump sum set off in the amount equivalent to 20% of the purchase price for covering the costs of transportation and other incidental expenses.

§ 9 Place of contractual performance, jurisdiction and validity of the agreement.

- a) The only place of performance of the contractual obligation and the jurisdiction for hearing any and all disputes - also those related to installation and delivery abroad - shall be the city of Wrocław. Polish law shall be the only governing law in force. Application of any foreign law shall be strictly excluded.

If any of the provisions of there General Terms and Conditions becomes ineffective or inapplicable, all other provisions stay in force regardless.

