

§ 1. General provisions

1. The General Sales Conditions GSC [OWS in Polish] determine the rules for concluding the contracts of sale for goods, in which the Balex Metal is Balex Metal Sp. z o.o with registered office in Bolszewo, ul. Wejherowska 12 C, registered in the National Court Register at KRS number 0000176277, the Company-related documentation is kept at the District Court Gdańsk – Północ in Gdańsk VIII Economic Department of the National Court Register, NIP 588-11-30-299, REGON 191112216, share capital of PLN 1,940,000 (hereinafter referred to as "Balex Metal").
2. The General Sales Conditions [OWS] are an integral part of any contract of sale concluded by Balex Metal, including also the contracts concluded in the form of quotation placed by the Purchaser at Balex Metal, where in the case when the parties have agreed their rights and obligations in the form of a separate written agreement, the provisions of such written agreement shall have priority, and the provisions of the General Sales Conditions [OWS] only within the scope not regulated in the agreement.
3. The General Sales Conditions [OWS] are made available to Purchasers in a written form at the registered office of Balex Metal and the company's branch offices, and also in electronic form on the www.balex.eu website. If the Purchaser has regular commercial transactions with Balex Metal, the Purchaser's acceptance of the General Sales Conditions [OWS] for one contract of sale shall be regarded as the acceptance of these Conditions for subsequent contracts of sale concluded by the Purchaser with Balex Metal, unless the parties have stipulated otherwise.

§ 1 a. Obligations of the Parties

1. The Parties are obliged to perform the sale contracts and to cooperate with its performance in accordance with its aim and regulations of General Sales Conditions.
2. On the basis of General Sales Conditions The Purchaser pledges oneself in particular to:
 - a) pay the agreed price within specified time limits
 - b) collect the goods
 - c) meet the required deadlines and forms proper to complaints handling
 - d) describe, all circumstances of complaints or otherwise they will be deemed as non-existent in the compensation proceedings.
 - e) enable access to the site where the defective goods are kept in order to carry out necessary actions in the complaint proceedings.
 - f) deliver defective goods to be exchanged as a result of the complaint
 - g) conclude a sales agreement in the case of renunciation specified in § 10 of the GSC.
 - h) fulfil all other obligations provided for in the sale agreement or GSC in a complete and correct way.
3. Upon general terms and conditions specified in GCS, Balex Metal obliges in particular to:
 - a) manufacture the product with due accuracy without defects in line with the principles stipulated in the quotation
 - b) deliver the goods covered by the sales agreement
 - c) issue a guarantee document in case the guarantee is provided
 - d) deal with correct and complete lodged complaints
 - e) repair damage in case the complaint is adjusted

§ 1 b. Glossary

- **quotation** – the total for quotation items defined and made complete by Balex Metal on a generated form as separate files together with the quantity allocated to them, expressed in natural measure units (number of units, linear meters, sq.m. etc.) with reservation that only Balex Metal is entitled to fill in and change the content of quotation items (excluding Purchaser's signature).
- **vital entries** - length dimensional specification, type of claddings, type of cladding profiles, colouring, workshop drawings, type of fastening, type and length of undercut
- **final quotation** – a quotation prepared by Balex Metal with specified all vital entries and placed by Purchaser
- **additional conditions of quotation implementation** – additional conditions reserved by Balex Metal for final quotation implementation and concluding contract (such as: advance payment, mode of delivery, destination, and unloading type) which affect implementation date deferral or estimated contract implementation date.
- **Purchaser** – natural person or legal person or any other no legal entity who purchases the goods offered by Balex Metal on behalf of oneself.
- **customer** – organizational unit of the Purchaser or other specified by Purchaser unit entitled to receive the goods, which can fulfil the Purchaser's obligations
- **Balex Metal** – seller, Balex Metal Sp. z o.o located in Bolszewo
- **sales agreement** – sales contract or delivery contract concluded between Balex Metal and a natural person or a legal entity purchasing goods offered by Balex Metal
- **goods** – finished product which is submitted to the production process at Balex Metal, and also the quotation line or invoice item which is not submitted to the production process at Balex Metal
- **physical defect** – an essential quality feature of the good causing its nonconformity with conditions of Polish technical standards approved by Polish Committee for Standardization for the appropriate good being the subject of the contract or other technical standard specified by Balex Metal. The goods offered by Balex Metal meet performance characteristics of the technical standards, to which Balex Metal refer to and the irrelevant utilitarian features such as: scratchings, stains or chips of the goods are not the foundation for lodging any claims by the Purchaser

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- **payment due date** (time limit for payment) – specified by the contract and these General Sales Conditions date, when money is (to be) paid in (in case it is determined in the form of specific date) or the period between the date of receivables occurrence and the date when the receivables become due for the benefit of Balex Metal (in case it is determined as time period)
- **receivables** – Balex Metal's right to demand that the debtor provide a pecuniary or physical performance, in business trading – any expected monetary (cash) revenue based on different titles
- **handling fee** – specified by these General Sales Conditions contractual charge collected by Balex Metal on account of the costs connected with sales agreement implementation
- **cession** – disposal of receivables/debt by the Purchaser for the benefit of Balex Metal
- **indemnity** – this means remuneration, pay for damage done, for loss suffered by Balex Metal
- **claim** – the right to demand by the creditor from the debtor (including the Purchaser) to behave in a certain manner
- **surety** – a kind of agreement, in which the guarantor undertakes (with regard to Balex Metal) to fulfil a particular obligation in the event of the debtor's default
- **implementation date** – the date of giving the goods or confirmed by Balex Metal in writing as date for making the goods available at the fixed place or the date of receipt set on the basis of a concluded contract or separate agreement, which can be unilaterally altered by Balex Metal in case the Purchaser does not meet the requirements indispensable for initiating the order on time resulting from final quotation (including lack of payment for the Goods), as well as in case of unforeseen change in organizing the production and organizing the delivery (in case of giving the prepared quotation in other time than date of its implementation by Balex Metal.
- **estimated lead time** – time specified by Balex Metal on its quotations estimated period of time enabling implementation date specification considering remaining quotation conditions and actual occurrences.
- **Incoterms** – a collection of international sales conditions widely used all over the world. The rules divide costs and responsibility between the Purchaser and the Balex Metal, as well as reflect the type of agreed means of transport. The version of Incoterms 2000 is applied
- **warranty** – the Balex Metal's liability against the Purchaser concerning physical and legal defects of the goods sold, defined in Articles 556-557 of the Polish Civil Code, taking into account the changes arising from these GSC
- **guarantee** – a collection of additional contractual entitlements which may be granted by Balex Metal to the Purchaser. This fact is each time confirmed by documentary evidence in a separate document submitted while concluding sales agreement
- **complaint** – making claims by the Purchaser on the grounds of warranty or guarantee or any other entitlement. At the moment of making a complaint The Purchaser is obliged to specify the basis of the complaint or it shall otherwise not be settled
- **expenditure (give outside)** – a document issued by Balex Metal confirming giving the goods to the Purchaser or a person authorized, in particular loading the goods on the means of transport, which depending on the circumstances may be labelled with a symbol: WZ, WZ(O) or O-
- **force majeure** – an unexpected, external and impossible to prevent event, which could not have been avoided even despite all due diligence of the Parties, considered as Force Majeure by Balex Metal in compliance with article 6 point 3 of the GSC

§ 2. Completion of contract

1. The information available on Balex Metal website, in its catalogues, brochures, leaflets, advertisements and other publications or printed materials of Balex Metal – (hereinafter called the "Publications") – is not a quotation as defined by the Polish Civil Code provisions, even if it is accompanied by a price, unless a Publication like that has a clearly different meaning. The Publications concerning the Goods offered by Balex Metal are of exclusively informative character, and the patterns and samples exhibited by Balex Metal are of demonstrative and exhibitory character. Detailed technical data included in the Publications may be changed any time, also due to the rapid changes undergoing in the technical sector. Current version of the Publications will be published on the Internet or will be available in the registered office or branch offices of Balex Metal. Current data necessary to make a quotation can be confirmed by the Purchaser in Balex Metal Research and Development Department.
2. A condition of an effective conclusion of the agreement is generating final quotation by Balex Metal and then placing that quotation by the Purchaser (via fax or e-mail message) and fulfilling additional conditions (such as: advance payment, mode of delivery, destination, unloading type). When the quotations obtains the status "final", it means that Balex Metal has accepted it for implementation and after meeting additional conditions for quotation implementation is obliged to deliver the goods on the basis of it, excluding § 3.
3. For wall and roof sandwich panels BALEXTHERM-PU-W and BALEXTHERM-PU-R with polyurethane core, the standard type is the panel with internal cladding of 0,40mm thickness and external of 0,50mm, excluding flat surface panels. For other types of sandwich panels, the standard claddings thickness' equals 0,50mm.
4. The Purchaser has the right to withdraw from the final quotation; to do that one must submit a written notification about the withdrawal to Balex Metal during the working time i.e. between 8 a.m. and 4 p.m. however, not later than 24 hours from the moment of placing the final quotation, unless it had already been implemented (if the resignation date is a bank holiday, its is put off until the same moment on the nearest working day).
5. Quotations without status 'final' serve as invitation to place final quotations by the Purchaser unless Balex Metal undertakes their implementation are binding to Balex Metal in scope of price and are valid until time specified by them (offer valid till) but no longer than 14 days from sending. Placing another quotation by Purchaser is acceptable only if the quotation did not have 'final' status and automatically results in former initial quotation cancelation.
6. Until the quotation is marked as 'final' and meets additional conditions the Purchaser does not have rights to claim contract conclusion or any other indemnity claim (Balex Metal responsibility in the fullest acceptable by law scope is excluded)


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§ 3. Quotations and prices

1. The prices of the goods specified in the price lists available at Balex Metal headquarters or branch offices can be altered at any time. The price of the Goods is presented in quotations generated and sent by Balex Metal and is finally agreed on the date of placing the final quotation at Balex Metal by Purchaser and fulfilling conditions indispensable to making delivery (unless differently specified in the final quotation, e.g. if the time of quotation's validity has been defined in the scope of price). If the final quotation placed by Purchaser includes a price which is different from the one effective on the day of fulfilling additional conditions of quotation implementation, Balex Metal will provide the Purchaser with the quotation with a new price, and the contract will be concluded if the does not submit a resignation on the terms and conditions specified in article 2 point 4 of GSC.
2. The quotation submitted by the Purchaser after obtaining status 'final' may be cancelled exclusively by Balex Metal on the Purchaser's written request after submitting by the Purchaser another final quotation agreed by Balex Metal. Cancellation of quotation is effective from the moment of confirming the fact of cancellation by Balex Metal and results in contract's dissolving on mutual agreement of the parties, and Balex Metal and the Purchaser have no claims on the grounds of quotation cancellation.
3. The quotation submitted by Balex Metal or does not result in automatic booking of the raw material required for production of the goods which are the subject of the quotation.
4. Any written documentation, including drawings, cost calculation; quotations, etc. must not be available to any third parties and is intended only for conclusion of the specific agreement.
5. In case that after placing the final quotation by the Purchaser, his/her financial situation considerably changes for the worse or other substantial circumstances come to light about which Balex Metal did not know on the day of placing the quotation (including those published in appropriate places), which cause, that concluding the contract is significantly endangered, in particular until meeting by Purchaser additional conditions, Balex Metal is entitled to cancel the contract in full or in part and to claim incurred costs with reference to this.

§ 4. Payment conditions

1. Balex Metal is entitled to demand payment of the price specified in the invoice at the moment of collecting the order goods by the Purchaser. If the goods were not collected in compliance with article 6 point 1 of GSC, then at the moment when the time limit for collecting the goods expires. The parties may specify in the agreement other date of paying the price or the way of making the payment, e.g. by indicating it in the invoice from Balex Metal. The date of payment in each case is specified in days and is counted from the date of issuing the invoice.
2. The day of payment is the day of registering the receivables on Balex Metal's bank account specified in the invoice or on the account indicated by Balex Metal.
3. In case of a delayed payment Balex Metal is entitled to demand interests in their maximal value specified in the article 359 point 2.1 of the Polish Civil Code, without additional calls for payment (in a yearly rate). Interests for delay are counted from the date following the day on which the payment was due. In case of delayed payment for the goods Balex Metal is entitled to claim, apart from the capital amount and interests for delay, reimbursement of the court charges, enforcement and legal representation costs. Moreover, Balex Metal is entitled to claim reimbursement of the cost connected with the debt recovery in the value not exceeding 10% of the recovered liabilities.
4. If the Purchaser delays the payment for Balex Metal, Balex Metal is entitled to include the payment made by the Purchaser first to pay the costs specified in article 4 point 3 of the GSC, then include them as interests for delay, and then as most outstanding liabilities, notwithstanding the fact whether the Purchaser specified which type of liability one pays, also in the situation when the costs, interests and liabilities result from than one invoice. The provision is annulled by the debtor's entitlement defined in the article 451 point 1 of the Polish Civil Code.
5. At the same time Balex Metal reserves the right to make a deduction for other receivables and liabilities, in compliance with the Polish Civil Code provisions.
6. The Purchaser is not entitled to deduct receivables from Balex Metal.
7. If the Purchaser does not pay for the delayed goods, even if the lack of payment is connected with only one invoice, Balex Metal is entitled to consider as immediately payable all the invoices which payment dates have not expired yet, and on the basis of which the goods have already been delivered.
8. The Purchaser is obliged to pay for the goods within the specified time even if the Purchaser has lodged a complaint about the goods and if the receipt of the goods was delayed due to the reasons for which the Purchaser is responsible.
9. The Purchaser is obliged to inform Balex Metal immediately in writing about each change of the Purchaser's registered office or place of residence and the address for service. Lack of such information causes that the correspondence sent to the addresses specified in the quotation or in other commercial agreements concluded between Balex Metal and the Purchaser are deemed to have been served effectively after a single ineffective notified missed delivery.
10. The rules of granting a loan limit and deferring the payment deadline are specified in separate by-laws available on www.balex.eu website and in the registered office of Balex Metal.
11. Balex Metal is entitled to assign its receivables for the benefit of third parties.
12. According to The Goods and Services Tax Act Act 106n of March 11th, 2004 (Journal of Laws from 2004, No. 54, item 535, as amended) the Purchaser accepts the use of e-invoice and agrees to receive e-invoices to his/her e-mail address in PDF format. This consent is in force for an unlimited time from the date of concluding the first contract of sales on the basis of a final quotation. As an e-mail address for delivering e-invoices to the Purchaser will be considered the address from which the Purchaser communicates with Balex Metal unless other e-mail address has been stated in a final quotation or e-mail message as the proper to delivering e-invoices. If there is no e-mail address stated by the Purchaser it results in delivering e-invoices to the address published by Central Registration and Information on Business (CEIDG) or by Legal Register of Companies. In case there is no e-mail address published by the above mentioned Registers the invoice will be printed and delivered in the common form. The Purchaser can withhold his/her consent in writing effective

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from the last day of the month, in which the withdrawal has been received by Balex Metal. ICT equipment efficiency and cooperating program tools used by the Purchaser enabling him/her individual distance communication are provided by the Purchaser. In particular, the Purchaser is responsible for their ability to receive correspondence from Balex Metal. An e-invoice will be considered as delivered when send to the server on which the Purchaser's mailbox is placed or when the e-invoice is sent to that e-mail address.

§ 5 Reservation of the Ownership

1. Balex Metal reserves the right to the sold goods in accordance with the provisions in article 589 of the Polish Civil Code, with the consequence that the Purchaser becomes the owner of the goods when full payment is received by Balex Metal within the time limits specified by Balex Metal.
2. Should the Purchaser fail to make the payment within the specified time limit, then Balex Metal has the right to demand that the Purchaser returns the Goods, for which one has not paid within the specified time limit. Balex Metal may also demand compensation, if the value of the Goods has decreased in comparison with the value indicated as the Goods' price in the sales invoice, also including the case when the Goods have been used or damaged.
3. In case the Goods produced to an individual order are returned by the Purchaser, even if the return is based on mutual consent of both parties and concerns undamaged Goods, Balex Metal may charge the Purchaser with the handling fee on account of the return in the amount of 20% of the value of the Goods which are returned.
4. When bankruptcy proceedings or proceedings for an arrangement with creditors have been instituted with respect to the Purchaser, he shall be obligated to mark the Goods in appropriate manner which indicates retention of title for the benefit of Balex Metal. In the case of seizure of the Goods which are the property of Balex Metal during enforcement proceedings targeting the Purchaser's property, the latter shall be obligated to inform Balex Metal immediately about this fact and to cooperate with Balex Metal in enforcement of Balex Metal's rights with respect to the entity which performs the seizure, within all available measures. On demand of Balex Metal the Purchaser is obligated to provide all particulars concerning storage locations for the Goods covered by the retention of title. Balex Metal is entitled to inspect the goods at their current location and also to their withdrawal, should the goods be under a threat of action by a third party.
5. The Purchaser shall bear the risk of accidental loss or damage to the goods in the period between the issue (hand-over) of the goods and the transfer of the ownership right for the goods to the Purchaser. Balex Metal may demand that the Purchaser conclude an insurance contract covering the Goods against accidental loss or damage for the aforementioned period up to the amount equivalent to the full value of the Goods or transfer to Balex Metal any rights arising from the insurance contract concluded for the benefit of the Purchaser, and also the claims against third parties liable for destruction (loss) or damage to the goods. In such a case the Purchaser shall be obligated to send to Balex Metal a copy of the insurance policy covering the goods immediately after receiving it, and also shall be obligated to notify the Insurer about disposing of the policy-based receivables for the benefit of Balex Metal and to send a copy of such notification to Balex Metal immediately.
6. Balex Metal may authorize the Purchaser in writing to further dispose of, within the run business, the Goods with retention of title, provided that the Purchaser will at the same time effect effectively the assignment of the claim for payment of the price against the further Purchaser for the benefit of the Company. The assignment effected is a security for the Balex Metal's claim for payment of the sale price by the Purchaser, and does not release the Purchaser from the obligation to pay the remaining part of the price; in the case of further disposal of the goods the Purchaser is obligated to inform Balex Metal immediately about who is the further Purchaser. In the event of an intention to combine the delivered goods with real estate in such a way that the goods are to become the components of the real estate, the Purchaser is obligated to prior establish other security for the claim for payment of the price, and in particular a surety by the owner of the real estate or an assignment of the Purchaser's receivables (due) from the investor.

§ 6. Conditions for receipt, delivery and storage

1. Due to the fact that Balex Metal produces the goods in the system of production sessions (necessity to plan the production considering dimensions of ordered goods), Balex Metal defines in quotation estimated lead time only aiding to specify production date. Balex Metal is bound by the lead time only if it results from the final quotation given when it has contained all parameters (including in particular dimensional specification of delivered goods) and meeting by the Purchaser additional conditions for quotation implementation stipulated by Balex Metal in due time (implementation date is verified on the day of meeting specific conditions) or when Balex Metal confirms it in writing interchangeably and without reservation. The Purchaser is obligated to collect the goods in lead time, not later than within 7 days from quotation implementation according to contract's provisions or notification about possibility of collecting the goods (implementation date results from production sessions received and is decided in the moment of concluding the contract that means giving the offer 'final' status and meeting additional conditions for quotation implementation, and yet it also depends on other conditions stipulated in these GSC). If that date expires, Balex Metal is entitled to charge the Purchaser with the storage costs of the uncollected products in the amount of 0,2% of the gross value of products for each day of storage of products, without necessity to sign with the Purchaser a separate understanding concerning the storage. The Purchaser authorizes Balex Metal to issue an invoice for the aforementioned service. If that deadline is exceeded by 30 days Balex Metal is entitled to sell the Goods to a third party based on the conditions and price decided by Balex Metal and includes the received price in the Purchaser's liabilities concerning the sales of the Goods.
2. If Balex Metal does not confirm the date of final quotation implementation, it will make every effort to prepare the goods for receipt taking into account the Purchaser's benefit.
3. If Balex Metal was unable to perform the service due to Force Majeure, the Purchaser is not entitled to any claims to repair a damage resulting from not performing or untimely performing the agreement. Balex Metal is obliged to inform the Purchaser immediately about the circumstances which prevented the delivery. Force Majeure conditions include

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disturbances in the plant's functioning for which Balex Metal is not responsible, lack of raw resources, limitations resulting from governmental decisions, natural disasters, strikes etc.

4. If the Purchaser delays payments, does not pay interests for delayed payments or exceeds loan limits, performing next deliveries (including the final quotations confirmed by Balex Metal and the final quotations which time of implementation was confirmed in a written form) are withheld until the time of issuing all the outstanding payments.
5. Balex Metal products must be stored, transported and unloaded in compliance with the guidelines contained in the technical catalogues, in the "Manual for Unloading of Balex Metal Products" and on www.balex.eu website.
6. If the Purchaser does not abide by the guidelines for transport and storing, Balex Metal reserves the right not to accept any possible complaints.

§ 7. Dispatch

1. The delivery of ordered goods to the Purchaser (customer) by Balex Metal is done on the means of transport takes place when the goods are at the Purchaser's (customer's) disposal at an agreed location (DDU option, INCOTERMS 2000. At the moment of handing over the goods by Balex Metal to the Purchaser or to a person authorised by the Purchaser (including customer designated by Purchaser), all the benefits and encumbrances connected with the goods, as well as the danger of an accidental loss or damage are transferred to the Purchaser.
2. The venue of providing the service by Balex Metal, that is the venue of handing the goods over is the venue of unloading the goods if the transport is organised by Balex Metal or loading the goods if the transport is organised by the Purchaser, unless the sales agreement or final quotation specify otherwise.
3. The Purchaser is obligated to unload the goods from the vehicle within 2 hours from the moment when the vehicle arrives at the place of destination. If the Purchaser does not unload the goods within the aforementioned time, the Purchaser pays the costs of the layoff time. The parking fee is charged for each started hour in the amount specified in Balex Metal price list. The Purchaser is entitled to indicate another, alternative venue of unloading the goods from the vehicle... Costs of unloading the vehicle in the additional venue are paid by the Purchaser. If delivering the goods to an additional venue of unloading prolongs the transport distance or significantly changes it, the Purchaser pays additional costs of transport. In case of deliveries made on the Purchaser's request by means of special vehicle with HDS crane, Balex Metal reserves the right to charge the Purchaser with the cost of using that crane vehicle on the basis of the rate specified in Balex Metal price list or on the basis of separate rules binding for Balex Metal.
4. Balex Metal labels the plant or a warehouse from which the goods will be supplied, as well as the way of transporting them. The Balex Metal will make every possible effort to abide to the Purchaser's request with regard to the transport in the widest possible scope. The Purchaser is obliged to diligently check completeness of the package while receiving it and specify any possible shortages or damage of the goods caused by the transport. If transport of goods is organised by Balex Metal, the Purchaser will check the dispatch for conformity with the quantity ordered while it is handed over, signing the declaration on collecting the goods in compliance with the specification, on the document of the Expenditure (give outside WZ). The declaration is an evidence of collecting the goods conformity with quantity ordered. The ordering party is obliged to notify any complaints concerning the condition, and especially the condition of the package and securing it, in a written form while the goods are handed over, on the waybill and on the copy of the Expenditure (give outside) or possibly issue a separate receipt report with a full description of the damage, signed by both the driver and the Purchaser, on pain of losing the right of tabling them and referring to them later. The waybill and the Expenditure (give outside WZ) which do not contain any remarks concerning the quantity and quality of the ordered goods, are the evidence of concluding the contract in compliance with the final quotation without any reservations of the Purchaser.
5. In case of detecting a quality of quantity defect of the goods, the ordering party is obliged to secure the goods in an unaltered condition, and especially is obliged to restrain from mounting the faulty goods until the complaint is investigated by the deliverer on pain of losing the right to any claims against Balex Metal.
6. Balex Metal is not liable for any damage caused during unloading the goods at the Purchaser's site.

§ 8. Packaging

1. Balex Metal shall make every endeavour to ensure that the goods are packed properly.
2. The cost of disposable pallets is included in the price of the product. The Purchaser is not allowed to resell the pallets at the location (outlet) where the delivery is made. The trading involving non-disposable pallets is regulated by separate agreements between the Purchaser and Balex Metal.
3. The Purchaser is obliged to remove the protective foil from the Balex Metal products and clean the outer and inner surface of the product not later than two months from the production date on pain of losing the right to claim. That action must be taken in the above zero temperature of the steel cladding. That duty is owed by the Purchaser regardless of the place of storing the goods.

§ 9. Complaints

1. The Parties are obligated to cooperate while commencing complaint proceedings; especially it concerns the access to faulty goods, submitting all necessary documents and information to make repairs (plans of buildings, technical documentation) as well as to enable handling of the chosen method of the complaint.
2. The Balex Metal is liable for the goods in compliance with the provisions binding in Poland subject to the provisions included in the sales agreement or the GSC.
3. The Purchaser is obliged to check the dispatch for conformity with the quantity and quality ordered while it is handed over.
4. Any complaints must be lodged to the Balex Metal immediately and in writing on pain of being null and void. In the complaint the Purchaser specifies the following data identifying the purchase of the goods: date of purchase, number of

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final quotation, reason for the complaint, and list of goods complained about indicating, among others, their quantity and specifying the claim (value of the claim, expected way of responding the complaint). In case of the entitlement right arising from the guarantee, the Purchaser is obliged to supply Balex Metal with the guarantee document.

5. A prerequisite of lodging a complaint by the Purchaser is following the rules mentioned below:
 - o the goods should be stored, as well as treated and processed, in compliance with all necessary specialised requirements within that scope, especially with the requirements on technical documentation (permits) and generally accepted technical rules,
 - o In case of detecting a defect, treatment and processing of the goods must be immediately stopped, and the goods should be made available to Balex Metal for inspection. On Balex Metal demand the Purchaser must deliver samples of goods complained.
6. Complaints concerning quantity, arising from faulty loading of the goods or complaints concerning visible physical defects occurring during the transport (crooked locks, mechanical damage to facing, abrasion and scratches on organic coating) should be lodged by the Purchaser in writing immediately after detecting them, not later than on the day of unloading the goods or day of giving the goods. Moreover, in case of complaints like those, the Purchaser must specify on the Expenditure (Give outside WZ) the damage of the purchased goods (notification of shortage or damage). The notification on the Expenditure (Give outside WZ) must be signed by the driver who delivered the goods or the person giving the goods on behalf of Balex Metal.
7. Complaints concerning visible physical defects (e.g. measurement discrepancies, quality of surface, bending, and dents) other than the ones specified in article 6, should be notified by the Purchaser in writing immediately after detecting them, not later than 14 days from the date of handing over the goods to the Purchaser and only if the goods were not subjected to processing.
8. Complaints about manufacturing defects (quality hidden defects) which detection despite a thorough checking of the goods was not possible, must be submitted to the Balex Metal in writing immediately after detecting them, but not later than 3 months from the date of handing the goods over the Purchaser.
Lack of making a complaint within the time limit stipulated in the sales agreement and the GSC or failure of submitting the required documents results in losing the right to any claims to Balex Metal by the Purchaser.
9. The Purchaser is obliged to allow the Balex Metal to inspect the goods complained about, also to take the samples and make technical tests, on pain of losing the right to any claims against Balex Metal.
10. The costs of employing an expert will be paid by the party indicated by the expert as the one liable for the damage.
11. If the Purchaser's complaint is considered as accepted, Balex Metal reserves the right to choose the final method of adjusting the complaint, depending on the volume of damage and costs connected with it (repair, replacing the goods with the new ones, the ones free from defects or paying the damages specified by Balex Metal, subject to any possible guarantee entitlements to the contrary, if they were specified in the guarantee documents). If Balex Metal accepts a complaint but refuses to repair the goods, replace them with the ones free from defects or to pay damages, the Purchaser may demand to reduce the price of the purchase or renege on the agreement.
12. If the way of satisfying the claim chosen by Balex Metal was ineffective, the Purchaser may lodge the complaint again.
13. If the Purchaser makes it difficult or impossible to satisfy the claim in the way chosen by Balex Metal, the Purchaser loses any rights to claims against Balex Metal, and Balex Metal is especially free from any liability for the damage occurred due to the defects complained about.
14. Satisfying the Purchaser's claim in the aforementioned way excludes a possibility to demand other compensation for that reason in the future, especially a demand to repair the damage on general basis.
15. If Balex Metal recognizes the entitlement to replace the goods for the ones free from defects, the Purchaser is obliged without additional calls to first return the goods replaced. If the Purchaser does not return the goods within 14 days from the day of delivering them the decision on accepting the complaint, Balex Metal is entitled to abstain from performing the guarantee entitlement and to state that the replaced goods were sold as goods of inferior quality for the price reduced by 20% as compared to Balex Metal price list.
16. The Balex Metal is entitled to abstain from performing the Purchaser's claims until the Purchaser pays all the liabilities and performs all his or her other obligations to Balex Metal.
17. The Balex Metal is not liable for any indirect and consequential damage, business losses and missed benefits of the Purchaser, particularly for the damage caused by the loss of the designed facility or accompanying equipment, loss of interests, remuneration or profit. In each case the Balex Metal's liability is limited to the net price of the sold goods actually paid by the Purchaser.
18. The Purchaser loses any and all rights to claim damages against the Balex Metal, connected with purchasing the goods, if the Purchaser did not check the goods at the moment of receiving them or if he or she checked the goods and did not immediately notify the Balex Metal of detecting defects or irregularities. The entitlements are lost particularly in the situation when the Purchaser noticed the defects or irregularities and despite that fact mounted the goods.
19. All colours available in Balex Metal palette were classified on the basis of the relative lightness of the 3rd group. Table 1 specifies which colours belong to which group.

Table 1.

Colours in Balex Metal quotation		
Symbol	Name	Group
9010	white	very bright
9002	grey-white	very bright
7035	light grey	very bright
1015	ivory	very bright
6011	mignonette-green	bright
9006	silver metallic	bright
9007	aluminium-grey	bright
5012	light blue	bright
1003	signal yellow	bright
1017	saffron-yellow	bright
9005	black	dark
5010	signal blue	dark
6005	dark green	dark
6020	fair-green	dark
7016	grey	dark
7024	charcoal grey	dark
8019	dark brown	dark
8017	chocolate-brown	dark
8012	red-brown	dark
8004	brick-red (including Rustika)	dark
3016	coral-red	dark
3011	red-brown	dark

20. The Balex Metal is not liable for sandwich panels in dark colours within the scope of physical defects resolving from thermal expansion, which means that especially those sheets, regardless of their length, are not covered by either a warranty or a guarantee.
21. For all sandwich panels in dark colours the designer is obliged to consider the effect of thermal load in the technical project (also while specifying the list of cuttings) and the way of their fixing, as well as to specify the length of elements.
22. As for the products which are zinc coated or produced from fire zinc coated steel, dark- and light-grey areas on the surface, slight unevenness of external surface, as well as white rust, if the zinc coat is still of minimal thickness, are not grounds for complaints.
23. Balex Metal is not liable for the damage which may arise during the transport (scratches, abrasion and other mechanical damage of organic coating) as concerns the goods produced from steel with coating of coarse grain mat type as well as Rustika and Malaga, if the Purchaser did not purchase from the Balex Metal protective foil intended for products like those.
24. Balex Metal is not liable for the damage which may occur as a result of the contact of organic coated steel with wet concrete or wood, plaster and soil.
25. Balex Metal is not responsible for the product labeled as a good of II species in terms of any physical defects, so, in particular, such product, regardless of its type and quantity, is not covered by the pledge, guarantee or other liability for non-performance or improper performance of the contract. The Purchaser purchase the goods of II species at its own risk, at the quality of the time of handing over, at the reduced price, without the right to any claims related to its quality, and at the moment of handing over the goods Purchaser declines to Balex Metal such claims in the future. In particular, the Purchaser is not entitled to a refund or reduction of the order, indemnification or reimbursement. Goods of II species may not meet the normal quality standards and there is no guarantee that they meet the standards adopted in the user country's terms of thickness of steel and foam. Goods of II species may have eg. some bumps, scratches, dents, paint defects or foam (including non color), deviations from the standards for data sizes and thicknesses, other features of the thickness of steel and foam, etc. Such deviations from accepted standards do not constitute defects of the product.

§ 10. Warranty and guarantee

1. According to the article number 558 of the Polish Civil Code, the warranty is excluded in relations between entrepreneurs, unless the parties decide otherwise or the damage is caused by wilful misconduct or gross negligence of Balex Metal. Entitlements base on warranty expire after 6 months from handing the goods over to the Purchaser.
2. The guarantee covers only the products for which a separate guarantee document was issued and submitted to the Purchaser. The Purchaser is not entitled to demand to issue a guarantee document.
3. Balex Metal reserves the right to modify technical parameters as concerns the data included in the descriptions in the prospectuses, drawings and other advertising materials in connection with modernising the product and increasing its usable value.
4. Balex Metal is bound by technical parameters after agreeing them expressly within the Purchaser in writing, which guarantees the properties of the goods sold.
5. Balex Metal assures that the delivered goods comply with the principles of modern technology, including the requirements specified by appropriate permits within that scope, as well as with contractual understandings with the Purchaser. Balex Metal also assures that the sold goods will be functioning faultlessly if they are used in compliance with their intended use in the ordinary Central European climate and atmospheric conditions, not subject to direct effect of marine waters and excessive UV radiation, free from effect of intense chemical compounds including atmospheric pollution. Referring to any values and sizes of the goods included in appropriate permits and agreements, the Purchaser should also consider the commonly accepted or specified by appropriate standard limits of acceptable deviations (tolerance), unless a written understanding say otherwise. The parties accept discrepancies in the shades of the goods colour which may appear in deliveries of individual batches of the goods separately or within diversified goods, as concerns the implementation date and thickness of sheets. Balex Metal is not responsible for the loss of color intensity of goods (discoloration), unless the Purchaser has been provided with an additional written guarantee as to the durability of the color during use.
6. Guarantee entitlements expire after 6 months from the day of handing the goods over to the Purchaser, unless the guarantee document stipulates otherwise. The guarantee is not prolonged in case of fixing of defects. A new guarantee may be issued and given for the products free from defects which replaced faulty products, and the period of such new guarantee will not be longer than the period of the original guarantee.

§ 11. Personal data protection

By accepting the General Sales Conditions [OWS] the Purchaser grants consent for processing of his or her personal data by Balex Metal and the entities which act in Poland and abroad based on having been commissioned by Balex Metal, in connection with execution of the sales agreement for the goods offered by Balex Metal and for marketing purposes connected with Balex Metal's business transactions. The Purchaser has all the rights stipulated by the Act of 29 August 1997 on personal data protection (Dz.U. [Journal of Laws] of 2002, No. 101, item 926, including subsequent amendments), and in particular the Purchaser has the right to view the data pertaining to him or her.

§ 12. Final provisions

1. All time limits provided for in the GSC and in the sales agreement are reserved to Balex Metal benefit.
2. To matters not regulated by these GSC, the provisions of the Polish Civil Code apply.
3. In case some provisions of GSC are not recognised due to introduction of different bill-regulated regulations, other provisions shall remain valid and effective.
4. Balex Metal reserves the right to use the information about the investment and/or about design works and/or practical works, conducted with the use of Balex Metal products or technology. The use of the information refers to marketing activities including in particular, giving information about such investment and/or works and to fix the investment and/or works in the form of a photograph or any other graphic form and to place them in all advertising materials of Balex Metal.
5. In case of any disputes arising from the fulfilment of the agreements covered by GSC, Balex Metal and the Purchaser shall make every effort to settle such disputes amicably. If the dispute can not be settled amicably, the case shall be decided by the court having jurisdiction over the registered office of Balex Metal.

**GENERAL SALES
CONDITIONS**

Appendix 1 to General Sales Conditions – the list of locations where GSC are available

Registered office: BALEX Metal sp z o.o.
ul. Wejherowska 12C
84-239 Bolszewo
Poland

OFFICE/LOCATION	ADDRESS	TEL.	FAX
CZECH REPUBLIC BALEX METAL, s.r.o.	Važni 1097 Hradec Kralove, 500-11	+420 495 543 267	+420 495 482 683
LATVIA SIA BALEX METAL	Jurkalnes 15/25 LV-1046 Riga	+371 167 162 062	+371 167162 060
LITHUANIA UAB BALEX METAL	Savanoriu 174 A Vilnius	+370 527 30 299	+ 370 527 30 295
SLOVAKIA BALEX METAL	Partizanska 94 Banska Bystrica 974 11	+421 48 419 75 27	+421 48 419 75 27

**GENERAL SALES
CONDITIONS****Branch Offices in Poland**

OFFICE/LOCATION	ADDRESS	TEL.	FAX
BOLSZEWO HEADQUARTERS	ul. Wejherowska 12C 84-239 Bolszewo	+48 058 778 44 44	+48 058 778 44 22
WROCŁAW DŁUGOŁĘKA	ul. Wrocławska 42, 55-095 Mirków	+48 71 315 16 11/10	+48 71 315 16 14
TOMASZÓW MAZOWIECKI	ul. Spalska 143/147, 97-200 Tomaszów Mazowiecki	+48 044 715 22 10/17	