

GENERAL TERMS OF DELIVERY

INFORMATION

§1 ORDERS AND RULES OF THEIR FULFILMENT

1. Petralana S.A. with their seat in Katowice (Petralana) sells its products to business partners (Distributors) based on acknowledged orders, according to the rules resulting from the "General Terms of Delivery" (GTD), accessible on the Internet site of Petralana at the address www.petalana.eu and as an annex to partner agreements as well as on the basis of other documents specifying the terms of cooperation. The catalogue of Petralana's products (standard products) is presented in hardcopy form and on the Internet sites of Petralana S.A. at the address: www.petalana.eu.
2. Fulfilment of orders for non-standard products requires each time an individual agreement with Petralana, which is entitled to deny fulfilment of an order for non-standard products.
3. Placing of an order is equal to acceptance of the GTD.
4. In case when Petralana and Distributor remain in constant business relations, acceptance of the GTD when placing the first order has an effect in the form of their validity in all further orders, until these GTD are terminated or changed.
5. Following placement by the Distributor of an electronic order or a written one, an obligation to realise the delivery and pay remuneration arises.
6. Orders may be placed round-the-clock. Petralana acknowledges accepting an order for fulfilment according to the rules set forth in the GTD.
7. Orders are placed in writing (fax, e-mail, electronic order placement system) and they should contain the following data:
 - a. product name and its dimensions,
 - b. unit price of the ordered product,
 - c. unit of measure,
 - d. quantity of the ordered product,
 - e. term and reception schedule declared by the Distributor,
 - f. way and payment term declared by the Distributor,
 - g. place of delivery including postal code,
 - h. description of the way of unloading (top/side),
 - i. Distributor's name and address,
 - j. details of the person placing the order (first name and surname and telephone number and e-mail address),
 - k. details of the person authorised by the Distributor to receive the goods (first name and surname and telephone number),
 - l. terms of delivery – in case of export Distributors. The lack of any of the details in an order may result in denial to fulfil it by Petralana.
8. It is recommended that the order form is used for placing orders, which specimen can be found at the site www.petalana.eu.
9. In order to facilitate the process of placing orders, Petralana gives some Distributors access to an Electronic Order Placement System (EOPS). The EOPS log on zone is found on the website www.petalana.eu. Orders in EOPS may only be placed once the registration procedure is completed. This action is equal to acceptance of the Regulations and Privacy. Registration is free of charge and one time. As a result of the registration procedure the Distributor will be given an individual account (login and password). After logging, the Distributor obtains a possibility to place an order, view its fulfilment status, and purchase history.
10. The unit responsible for order fulfilment and delivery organisation is the Customer Service Department (CSD).
11. CSD gives information in the scope of accepting and fulfilling of orders as well as delivery organisation on workdays from Monday to Friday between 8 a.m. and 4 p.m.

12. CSD acknowledges receiving the order within 2 workdays as of receiving an order, indicating at the same time a possible term of its fulfilment, whereas an order placed on work-days after 4 p.m., on Saturdays, Sundays, and bank holidays will be treated as received on the subsequent. The order fulfilment term is particularly dependent on product availability.

13. If it is not possible to fulfil an order within the term indicated by the CSD, Petralana will promptly confirm the soonest possible term of its fulfilment. The Distributor may raise an objection against the new order fulfilment term within 1 workday. In case of no objection or objection notified out of time, the new term is deemed binding.

14. The date of accepting an order for fulfilment is the date of sending an order acknowledgement.

15. In case of orders with an advance payment, their fulfilment term will be counted as of the date of receiving the financial means on Petralana's account.

16. If the need to give more details about the order elements arises, the order fulfilment term will be calculated as of the date of completing the order.

17. Orders with an accepted delivery schedule will be acknowledged first.

18. The validity of an order without stating a delivery schedule is equal to 30 days.

19. Petralana is not liable for errors in orders. The costs of manufacturing and transportation resulting from fulfilment of an order encumbered with an error are borne by the Distributor.

20. Any changes to the orders, their corrections, or cancellation must be notified in writing.

21. In case of standard products changes have to be notified not later than within 2 workdays before the indicated delivery date. Changes will not be taken into consideration if the product has already been dispatched.

22. In case of non-standard products changes have to be notified not later than within 2 workdays before the actual date of starting the goods' production according to the order. Changes will not be taken into consideration if the product has already been manufactured or its manufacturing has begun.

23. Making a change in an order may cause a delay of the previously confirmed date of the order's fulfilment.

24. In case of resignation from receiving of the ordered and produced non-standard goods, Petralana is entitled to burden the Ordering Party with manufacturing and storing costs of this product.

25. In case the Distributor is in arrears with payments in favour of Petralana or exceeds the granted trade credit limit, Petralana reserves the right to suspend accepting new orders or suspend the fulfilment of acknowledged orders.

26. A change to the acknowledged and foreseen order fulfilment dates by Petralana is possible in case of occurrence of "force majeure". The notion of "force majeure" is understood as every event, which could not have been foreseen while acting with due care. Force majeure in the GTD is understood as among other: fire, flood, general strike blockades of roads or other publicly used entry and exit places, earthquake, flooding, hurricane, epidemics, and other events connected with the elementary forces of nature as well as breakdowns, energy, water, and raw material supply failures, which make Petralana's work impossible, for a period longer than 3 workdays.

27. In case it is not possible to fulfil an acknowledged order as consequence of occurrence of "force majeure", Petralana will promptly notify the Distributor about it, indicating

if possible a new foreseen fulfilment term. If the new term is not accepted by the Distributor, Petralana is entitled to withdraw from the order's fulfilment, without bearing liability for failure to fulfil the order and with no extra costs. The Distributor is entitled to resign from delivery of ordered product products without incurring any extra costs in a situation when the new foreseen delivery date exceeds the previously acknowledged delivery date by 72 hours.

§2 DELIVERY OF PRODUCTS

1. Petralana will deliver the products to an indicated place of delivery at their own cost, without the costs of unloading and possible lengthened stoppage of the means of transportation at the place of delivery.

2. Following prior individual settlement of terms it is possible to collect the ordered products from Petralana's warehouse using a means of transportation brought by the Distributor. In such cases, however:

- a. Petralana is not liable for the losses arising during transportation,
- b. Petralana is not liable for damage to the products carried in vehicles unsuited for their transportation,
- c. the means of transportation brought by the Distributor should guarantee transportation of the whole order,
- d. the collecting party has to have an approval issued by the Distributor,
- e. the collecting party is obligated to sign an external release document and to state the date and hour of collection.

3. Unloading of delivered products has to be finalised within 3 hours as of arrival to the place indicated in the order. The costs and risk related to prolonged unloading or stoppage are borne by the Distributor.

4. The minimum delivery quantity is specified based upon the individual agreements between Petralana and the Distributor, whereas it is dependent on the possibility of organising joint deliveries to a number of unloading points. In case of a lack of such possibility, the product's price may be higher than the standard one taking into account higher transportation costs.

5. Full vehicle deliveries may be unloaded in more than one place at a supplementary transportation and unloading fee, agreed in advance.

6. In case it is physically impossible to arrive by a given means of transportation at an unloading point indicated in the order, then deliveries to this point will not be realised. In case it is not possible to unload in the specified delivery place, the ordered products may be carried to another delivery place indicated by the, at their own expense. The driver has the right to deny arrival at an unloading point in case there is a possibility of damaging the vehicle or causing damage.

7. Petralana is entitled to charge the Distributor with transportation costs, if an incorrect delivery address is specified in the order, which will result in the need to transport the products to another place.

8. In case of cancelling an order despite no entitlements to do so, or failure to collect the ordered goods from Petralana's warehouse by a period of 60 as of placing the order, Petralana has the right to charge the Distributor with the costs of manufacture, transportation, and storage of the ordered product, according to a pricelist in force at PETRALANA.

9. In case of deliveries based on prepayment – the delivery date will be counted as of the date of receiving financial means on the account of Petralana, unless the need arises to give more details on the order parameters. In such case the delivery date will be counted as of the date of completing the order by the Distributor.

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10. A delivery is deemed to be made at the moment products are delivered for unloading in the delivery place and the freight papers are handed over to the Distributor or a person authorised by the Distributor.

11. In case products are collected in Petralana's warehouse a delivery is deemed to be made at the moment the products are loaded onto a brought means of transportation.

12. A person collecting the ordered products on behalf of the Distributor has to have an authorisation issued by the Distributor. The Distributor or a person authorised by them to collect, is obligated to sign an external release document and to confirm the conformity of the delivery with the delivery note.

13. The Distributor is burdened with damage to the goods during unloading.

14. An invoice for collected goods is sent by post or in case of giving consent to receiving invoices in electronic form – by electronic post, on the next workday or after the realized dispatch or collection of the products from Petralana's warehouse.

S3 CLAIMS

3.1. GENERAL RULES

- Petalana declares that all products allowed for sales and marked with the CE sign are manufactured according to the standards in force. Products allowed for sales have the necessary documents allowing for their sales according to the intended use anticipated by the manufacturer and Declarations of the usable properties for each individual product.
- Documents, which allow for introducing Petralana's products for turnover or making available on the building material market, are accessible on the Internet site of Petralana at the address: www.petalana.eu.
- All claims are considered according to the valid law in the territory of the Republic of Poland.
- A claim has to be lodged in writing within the terms specified in the GTD.
- Notification of a claim should contain: the Distributor's name, first name, surname, and telephone number of the person lodging, external release document or invoice number, copy of original label of the claimed product, a detailed description, and the quantity of the claimed product.
- A specimen of the claim notification form can be found on the site www.petalana.eu.
- Complaints are administered within 14 working days (21 working days in case the claim concerns sales abroad) as of the date of notification arrival at Petralana, whereas Petralana will use their best efforts, so that the term of administering the claim is as short as possible.
- In case when a claim is lodged against the terms indicated above, Petralana will notify the Distributor about it, committing them to complete the notification within 3 working days of receiving notification on missing data – otherwise the claim will be deemed not lodged. The deadline for administering the claim is counted as of the date of completing the claim notification.
- In cases, when settlement of the claim requires application of additional procedures, which may prolong the deadline of its settlement or in case of occurrence of other circumstances, which may prolong the time for its settlement, the Distributor will receive such information

within 14 working days (21 working days in case of a claim related to sales abroad) as of the date of lodging the claim including an expected date of its settlement.

3.2. CLAIMS RELATED TO INCORRECT DELIVERY

- Claims in virtue of incorrect delivery include:
 - quantity claims,
 - claims related to damage to the delivered products,
 - nonconformity of the products with the acknowledged order, packaging condition, delivery date.
- The Distributor is obligated to confirm the delivery and verify its conditions at the moment of receiving the products. Any damage, shortcomings, or delays in delivery should be documented in every copy of an external release document and delivery note.
- Any reservations related to the delivered product products have to be captured in the form of annotations in the external release document or by means of a report and they must be confirmed by the signatures of the receiving party and the forwarder's driver or railway employee.
- Claims in virtue of incorrect delivery should be lodged promptly, i.e. on the next workday after unloading at the latest.
- Is not liable for damage to the products taking place during unloading and improper storage of products (i.e. inconsistent with the product safe use instruction, which is found on every pallet, on which he products are placed) and other events for which the Distributor or persons acting on their behalf are liable, as well as also in the case of collecting the products using one's own means of transportation. Petralana is not liable for losses incurred during transportation or short-shippments.
- In case a claim is lodged inconsistently with the terms or deadlines indicated in the GTD, it is considered the products were accepted without any reservations and the claim will not be taken into consideration.

3.3. QUALITY CLAIMS

- Quality claims are related to any doubts concerning the technical parameters of the delivered products.
- Claims must be lodged in writing by the Distributor, that purchased the goods at Petralana S.A.
- The Distributor is committed to secure the claimed goods including purchase documentation and to store them in a way which prevents them from being damaged until the arrival of Petralana's representative.
- Following the arrival of a claim at Petralana it will be promptly transferred (on the next workday at the latest) to the Technical Advisor and the appropriate Regional Sales Manager, who will contact the Distributor in order to fix a meeting and visit aiming at evaluating the claimed product.
- Petalana together with the Distributor that claims the product will draw up a report note from the agreed meeting, which will include visual evaluation of the claimed product and the degree of correctness of the product's storage, its warehousing and transportation and possibly also mounting and application.
- A representative of Petralana may collect a sample of the claimed product, including a sample of the claimed product from already executed building facilities, in order to carry out laboratory tests.
- In case it is necessary to carry out a joint evaluation of the claimed product products, a Technical Advisor will notify the Distributor (by telephone, fax, or e-mail) about a scheduled claim commission visit at the claim's location.

8. The claim commission is entitled to uncover the product installed in the facility and to take samples, which may be intended for tests' execution by a laboratory.

9. In case the purchased product raises doubts as to the quality and despite the Distributor's notification to Petralana about these doubts, it is used, Petralana is not liable for the arisen defects or related costs.

10. Petralana should be promptly notified about any quality claim and not later than within 3 working days from the day of discovering the irregularity and not later than within 3 months as of the day of delivering/collection of the products.

11. In case of concealed defects, quality claims should be lodged promptly after discovering of the defect, however not later than within 7 days from the day of discovering it.

12. Petralana is not liable for the Distributor's faults and faults of third parties, including for losses resulting from improper use of the products and design and executive faults, as well as acts of force majeure.

S4 FINAL PROVISIONS

- The GTD constitute an integral part of the concluded agreement.
- The GTD are subject to change. In case of changes, the Distributor will be informed about them in writing, 14 working days before their implementation. In case the Distributor does not accept the new GTD and notifies about it in writing within 7 working days from receiving information about their change, the agreement is terminated as of the date when the new GTD come into force. Orders placed before the coming into force of new GTD rules will be fulfilled according to the existing rules.
- The GTD are valid from 01.04.2017 and replace entire GTD valid before.
- Any possible disputes, which directly or indirectly arise from the contractual relationship, which these GTD are a basis or part of, will be resolved according to Polish law.
- A court competent taking into account each seat of Petralana will be a competent court for the resolution of disputes arising directly or indirectly from the contractual relationship, which these GTD form the basis or part of.