

## GENERAL TERMS AND CONDITIONS

Valid from April 26, 2023

### I. GENERAL PROVISIONS

1. The present general terms and conditions of sale define the principles of cooperation between the parties in the scope of supplying goods offered by Talmet S.C. hereinafter referred to as the SELLER to the BUYER. Within the meaning of the present general terms and conditions of sales (hereinafter referred to as "GTCs"), the BUYER shall mean a business entity (entrepreneur).
2. These GTCs are an integral part of any offer and order, and the commencement of cooperation with regard to the placement of orders and deliveries also constitutes acceptance of these terms and conditions and is tantamount to the conclusion of a business cooperation agreement.
3. The present GTCs are published on the SELLER's website at [www.talmet.pl](http://www.talmet.pl). The placing of an order by the BUYER and the subsequent acceptance of the Order Confirmation in accordance with the terms and conditions specified below shall be tantamount to the acceptance of the terms and conditions specified in the present GTCs, and their publication in the aforesaid manner shall constitute an effective delivery of their contents to the BUYER, who shall have the opportunity to become acquainted with the document.

### II. OFFERS AND PRICES

1. Proposals for sale made by the SELLER (including proposals referred to as "offer") shall not constitute a binding offer for sale - within the meaning of the Civil Code - but only a proposal to place an order by the potential BUYER. Until an order is placed, the SELLER's offer is an estimated offer.
2. All quotations and price lists are non-binding. The calculation is made on the basis of the price valid on the date of the enquiry or order. The calculation/offer is valid for the period indicated therein. Assurance of price invariability requires specific written confirmation by the SELLER. The prices of goods indicated by the SELLER are net prices and include the price of packaging needed for proper delivery.
3. Samples and patterns are to be considered as demonstrative materials with regard to quality and colour. Certain differences in texture, structure or colour shade that are typical of natural materials are not grounds for complaint.
4. The offer represents a relationship between the SELLER and the BUYER. All its details are confidential and intended only for the parties concerned. Both parties agree to keep any of its details for their use only. Any misuse or further unauthorised transmission to the detriment of the other party shall be dealt with in accordance with the applicable law.

### III. ORDERS

1. The BUYER shall place an order in any form chosen by the BUYER, in particular by e-mail, registered letter, fax, telephone, in person at the registered office of the SELLER or via a computer programme/configurator for placing orders.
2. The BUYER shall be responsible for the correctness of the preparation and submission of the order in terms of its content and form. In the event of doubts as to the content of the order, the SELLER reserves the right to contact the BUYER in order to concretise and determine the final content of the order.
3. The BUYER shall place orders for goods of the SELLER using the nomenclature and codification system used by the SELLER, taking into account dimensions, quantity, manner of opening, colour, types of possible accessories.
4. On the basis of an order placed by the BUYER, the SELLER shall prepare an Order Confirmation which shall contain the data of the SELLER and the BUYER, the order number, description of the goods ordered, specification of the goods ordered, including drawing, dimension and description, colour, number of pieces, unit net price, total net value of the goods, as well as the total value of the order, terms of payment (including the amount of advance payment), approximate (approximate) time limit for completion and delivery/ collection of the order, information concerning transport and assembly. The order confirmation is sent to the BUYER by e-mail.
5. The BUYER shall read the received Confirmation of Order, its precise verification for compliance with the placed order, with the BUYER being entitled to make reservations, comments on the contents of the Confirmation of Order. The Order Confirmation accepted by the BUYER shall replace all previous arrangements made by the BUYER and the SELLER (in particular agreements, assurances, promises and guarantees made orally by the employees or representatives of the SELLER).
6. If the Order Confirmation corresponds to the order placed, the BUYER shall confirm the correctness of the Order Confirmation via e-mail by sending a corresponding feedback in the conversation in which the SELLER sent the Order Confirmation.
7. The BUYER's order shall be accepted for execution provided that the Order Confirmation is confirmed to be correct in accordance with section 6 above and the down payment is made in the amount specified in the Order Confirmation (the conditions shall be fulfilled jointly). Failure to accept the correctness of the Order Confirmation or the down payment shall result in the order not being accepted for fulfilment. The date of acceptance of the order for processing shall be the date of the BUYER's acceptance of the Order Confirmation or the receipt of the agreed advance payment to the SELLER's account (whichever occurs later).

8. The acceptance of an order for processing by the SELLER shall be deemed to constitute the conclusion of a contract between the SELLER and the BUYER for the performance of the goods specified in the order.
9. The delivery/collection date specified in the Order Confirmation shall specify the hypothetical approximate date of transfer of the manufactured goods to the SELLER's warehouse and the possibility of their delivery or collection. The SELLER shall inform the BUYER of the final date of processing and delivery/collection by e-mail.  
The above-mentioned deadlines MAY CHANGE in particular if:
  - the product fails during production
  - the product will not pass final quality control
  - delays in the delivery of components of the contract will arise
  - the occurrence of "force majeure", i.e. extreme weather conditions, a state of emergency or epidemic, a state of emergency, atmospheric disasters.
10. Changes or extensions to an order may be made by the BUYER electronically by e-mail before the order is confirmed and accepted by the SELLER..
11. It is not possible to make changes to an accepted order.
12. If the BUYER has overdue payments to the SELLER, the processing of orders already placed and accepted for processing may be withheld by the SELLER until payment is settled. The SELLER may, at the request of the BUYER, waive the possibility of exercising the aforementioned right..
13. If the BUYER has overdue payments to the SELLER, subsequent orders placed will not be accepted by the SELLER for processing.
14. The SELLER shall be entitled to establish for a given BUYER a maximum liability (i.e. a certain amount of outstanding liabilities for orders placed) at which subsequent orders are permitted to be confirmed and accepted for processing. If the amount of the maximum obligation established is exceeded, subsequent orders placed shall not be accepted for processing until the obligations are paid - at least up to the maximum obligation established.

#### **IV. PAYMENTS**

1. The price specified in the Order Confirmation shall be paid no later than on the day of the scheduled delivery. The price, including also transport costs (in the event of delivery by the SELLER), shall be deemed to have been paid on time if, on the day of scheduled delivery of goods, the entire amount is credited to the SELLER's bank account.
2. The SELLER shall be entitled, including at the BUYER's request, to set a different time limit for payment upon acceptance or delivery of the object of the order.

3. Ownership of delivered goods shall only transfer to the BUYER upon full payment of the sales price, provided that if full payment is made with the consent of the SELLER upon acceptance/delivery of the goods to the BUYER, the transfer of ownership shall take place upon acceptance/delivery of the goods.
4. In the event that the BUYER cancels an order after it has been accepted for processing, the down payment made shall not be refunded. The SELLER also reserves the right to claim additional compensation if the expenditure made for the execution of the order exceeds the amount of the advance payment, due to the high degree of individualisation of orders.

## V. DELIVERIES

1. The SELLER shall deliver goods against payment from the SELLER's warehouse to the BUYER's warehouse or to any other place previously indicated by the BUYER. It is possible for the BUYER to collect the goods from the SELLER's warehouse. The BUYER shall specify in the order the manner of delivery, i.e. personal collection or transport by the SELLER.
2. The order processing and delivery/collection dates shall be based on the expected performance on the part of the SELLER and shall be understood as indicative, non-binding and dependent on the timely receipt of the necessary deliveries by the SELLER and on the possible occurrence of unforeseeable circumstances or obstacles, whether or not they occur at the SELLER or at the company from which the SELLER partially or fully receives the goods. These circumstances and hindrances shall result in a corresponding extension of the order processing and delivery deadline and this also if they already occur during an existing delay. The final date for order processing and delivery/collection shall be confirmed by the SELLER by e-mail. The BUYER shall have the option to change the date of acceptance/delivery to a date approximating the date confirmed by the SELLER, which shall be convenient for each Party.
3. Delivery within the EU is carried out in accordance with Incoterms-DAP (Delivery at Place).
4. The unloading site should allow free access by truck (weight: 40 tonnes, length: 20 m, height: 4 m, width: 2.5 m) and have an unloading area.
5. Risk of accidental loss of and damage to goods shall be transferred to the BUYER at the time of handing over the goods to the BUYER (Incoterms-DAP) or handing over to the carrier from the SELLER's warehouse (Incoterms-EXW). In the event of unloading performed by the BUYER, the BUYER shall be liable for accidental destruction of the goods.
6. Goods dispatched by the SELLER shall be packed in the manner normally used in the course of trade. If the SELLER considers that the goods to be dispatched are of such a type that they require special packaging (e.g. in cardboard boxes, crates, partitions), the costs of packaging shall be borne by the BUYER, which shall be communicated to the BUYER by the SELLER.
7. If the goods are delivered on steel racks, these must be returned immediately. A maximum of two summonses will be sent for the return of the rack. If the reminders prove ineffective and

within two months from the date of delivery the SELLER, through the fault of the BUYER, is not in a position to collect the stands, the SELLER shall issue an invoice with a 14-day payment term, with the net value of PLN 1,500 per one unit of stand.

8. The proof of delivery shall be a WZ document issued by the SELLER in a computerised accounting programme and legibly signed by the BUYER or its authorised employees or a delivery note on a mobile device.
9. Failure by the BUYER to collect the ordered goods within the time limit for delivery/collection confirmed by the SELLER or agreed between the BUYER and the SELLER shall not release the BUYER from the obligation to pay the agreed price for the object of the order. In addition, the BUYER shall be obliged to pay to the SELLER a fee for storage of the object of order/goods in the amount of PLN 30 net (for each week of delay) for each window or other woodwork item which is not collected or not delivered.
10. In the event that the BUYER fails to pay the total price for the order placed (pursuant to point IV(1)), which has been accepted for processing, by the date of delivery/collection at the latest (pursuant to the terms specified in point V(2)), the SELLER may suspend the procedure of acceptance/delivery of goods until the total price is paid by the BUYER. In the event that the SELLER incurs costs related to the transport of goods (to the places of scheduled delivery and to the SELLER's warehouse), the SELLER shall be entitled to charge the BUYER with a transport fee depending on the distance to the place of delivery, however, not less than PLN 300.00 net. The BUYER shall bear the costs of truck downtime (longer than 5 hours) caused by the SELLER's waiting for the receipt of payment for goods if it is expected on the day of transport performance. The provisions of clause V(9) shall apply accordingly..
11. The SELLER shall allow for the possibility of partial deliveries or collection of ordered goods, whereby the SELLER and the BUYER shall specify in their agreement the schedule of delivery or collection of individual parts of the order.

## **VI. GUARANTEE**

1. The SELLER provides a guarantee of quality, details of which are specified in the Guarantee Certificate.
2. The SELLER is not responsible for the correctness of the measurements of the openings made by the BUYER.
3. The guarantee covers products:
  - a) stored and warehoused in accordance with the requirements, i.e. in covered, dry and well-ventilated areas,
  - b) installed in accordance with the SELLER's installation instructions or the installation instructions of the SYSTEM SUPPLIER (if any) and the rules of the art of construction,
  - c) be free of signs of structural changes by the user,
  - d) in which ongoing maintenance has been carried out in accordance with the SELLER's recommendations,
  - e) used for their intended purpose.

4. The SELLER shall not be liable for defects and faults resulting from improper installation not complying with the installation guidelines (if issued by the SELLER or the SUPPLIER of the SYSTEM) and rules of the art.
5. In case of an unjustified call for a service technician, e.g. when the defect or fault does not exist or is the result of poor installation - not complying with the installation guidelines or the rules of the art, the BUYER shall be obliged to cover the costs of the call for a service technician, including the travel expenses and the hourly rate of the service technician.
6. The BUYER shall be obliged to perform an initial evaluation of a reported complaint of goods, to draw up a report of the activities carried out, to indicate defects or failures of goods and specify the reason for their occurrence and to communicate such information to the SELLER without delay in writing, by fax or electronically by e-mail.
7. The BUYER shall be obliged to perform the warranty service with regard to:
  - a) adjustment of window fittings for correct functioning of the sashes,
  - b) exchange of complained elements for new ones provided by the SELLER under warranty (applies to products located outside the territory of the Republic of Poland unless the contract between the parties provides otherwise)
  - c) other guarantee services.
8. The defect-free elements, if the complaint is accepted, shall be delivered free of charge to the BUYER for replacement. The SELLER shall not be responsible and shall not bear the costs of installation of the replaced element..
9. The items replaced by the BUYER shall be returned immediately to the SELLER within 30 days. If the goods are not returned within the time limit, the SELLER shall invoice the new goods.
10. in the event that the BUYER defaults on warranty service, the SELLER shall charge the BUYER with the costs in the amount of 4% of the value of the goods for which the BUYER defaults.
11. The BUYER shall be obliged to hand over the Warranty Card to the end user of the products.
12. The BUYER shall bear the costs incurred by the SELLER in connection with unjustified complaints made by the BUYER.
13. Goods not paid for shall not be covered by the warranty unless the goods have been delivered to the BUYER in accordance with the provisions of paragraph IV.2.
14. Claims for overt defects such as number of pieces, damage to glazing, visible mechanical damage, deformation of profiles, etc. must be immediately stated in writing on the acceptance protocol. If this is not the case, it will be assumed that acceptance of the products has taken place without reservations..

15. Defects, damage and other defects which are not noticeable at the time of acceptance of the goods (hidden defects) shall be reported to the SELLER not later than within 7 days from their disclosure. The Buyer shall be obliged to examine the delivered goods immediately, however, not later than within 7 days from the date of their delivery. Along with the notification of complaint, the BUYER shall provide all the necessary data requested by the SELLER, together with the presentation of the photographs taken.
16. Notification of damage to goods or their non-conformity with the order after the time period specified in Clause 15 shall not be accepted unless there are particularly justified reasons demonstrated by the BUYER.
17. Any other defects of the goods revealed by normal use may be claimed under the quality guarantee. A complaint should be submitted via the form available at <https://talmet.pl/formularz-reklamacyjny/>
18. In the event that, following the receipt of notifications referred to in points 6 and 14-16, the validity of the complaint is acknowledged or the notification is accepted, the SELLER shall set a date for the visit of the service technician. The provisions of points 5 and 12 shall apply accordingly.
19. The BUYER or its designated representative shall be obliged to participate in the acceptances related to the notification referred to in points 6 and 14-16, provided that the absence of the BUYER or its representative shall not prevent the acceptance and that the SELLER shall be entitled to complete the complaint procedure without the participation of the BUYER.
20. The execution of the warranty provisions and the liability for any defects of the subject matter of the contract of sale shall take place only upon payment by the BUYER of the full amount indicated on the VAT invoice to the SELLER, subject to section 13 above.

## **VII. WITHDRAWAL FROM THE CONTRACT**

1. In the event that the SELLER is unable to perform the contract in its entirety, the SELLER shall have the right to withdraw from the contract after informing the BUYER. The SELLER shall not be held liable for any resulting damage to the BUYER. The advance payment made by the BUYER shall be refunded.
2. In the event that the SELLER is unable to perform the contract in part and this fact becomes known to the SELLER before the commencement of the order (i.e. before the goods are produced), the SELLER shall inform the BUYER of this fact. In this case, the BUYER may:
  - a) withdraw completely from the contract, with the return of the down payment made;
  - or
  - b) agree to fulfil the order in the part specified by the SELLER;whereby both the withdrawal and the acceptance for partial performance require the submission of a relevant declaration by the BUYER by e-mail.

## **VIII.FINAL PROVISIONS**

1. The parties will inform each other immediately of any change in their addresses. Until notice of a change of address is sent, all letters sent to the current address will be deemed to have been effectively served.
2. The BUYER declares that it authorises the SELLER to issue an invoice without its signature.
3. The law applicable to the obligations arising from this contract shall be the law of Poland.
4. To matters not regulated by this agreement, the relevant Polish regulations, i.e. the Civil Code, in particular those concerning contracts of sale, delivery and work, shall apply.
5. The invalidity of any provision of the contract shall not invalidate the remainder.
6. Any disputes arising from the application of the present contract shall be settled by the Polish courts having jurisdiction over the registered office of the SELLER.
7. The SELLER reserves the right to amend the GTCs.
8. Any amendments to the GTCs shall be effective as of the date indicated herein with the proviso that the provisions of the General Terms and Conditions of Sale in force on the date of order confirmation shall apply to agreements concluded between the Parties.
9. The General Terms and Conditions of Sale are effective as of 26.04.2023 Replacing the previous wording of the SELLER's GTCs.