

GENERAL CONDITIONS OF SALE

PILKINGTON IGP Sp. z o.o.

1) General provisions

- a) For the purpose of these Conditions, the term “Seller” shall mean Pilkington IGP Sp. z o.o.
- b) The Buyer’s consent to the conditions of sale set forth below is finally presumed in the absence of a Buyer’s written statement to the contrary within 3 days from the receipt of the order confirmation or if the Buyer accepts all or part of the ordered goods, whichever occurs first. In addition, a signature of the Buyer under any document confirming the conclusion of a sales contract shall also be deemed to be the consent to the conditions of sale.
- c) A single occurrence of any of the events described in point 1 b) above shall be deemed an effective notification of the Buyer of the conditions of sale and the expression by the Buyer of his consent to these conditions. In this connection, the Buyer’s consent to the Seller’s conditions shall also be presumed for all subsequent orders placed by the Buyer with the Seller.
- d) These conditions shall supersede any earlier conditions included in the Sellers catalogues or in other documents in the form of a unilateral statement by the Seller.
- e) The conditions are open to negotiation before the Buyer’s order is accepted by the Seller. These Conditions shall apply to all contracts for sale of goods unless a written agreement between the Parties provides otherwise.

2) Orders - rules

- a) Contracts for sale of a given consignment of products shall be concluded by the Parties on the basis of an order placed by the Buyer, which, every time shall include the amount and the specification of the ordered goods as well as the expected delivery date.
- b) Orders shall be placed only in writing by a person authorised by the Buyer. The requirement of a written form shall apply also to all changes made by the Buyer in the already submitted orders.
- c) The Buyer may change the order only until the Seller begins to proceed with the order delivery. All the changes made later shall be treated as a new order which will be delivered on condition that the goods delivered on the original order are paid for in full.

- d) Orders shall be placed by post, fax or electronic mail (e-mail). However, the Buyer shall be obliged to take appropriate action to check whether the complete order sent to the Seller has actually reached him. The Seller shall have no liability for any problems arising of a situation when the Buyer’s order or a part of it fails to reach the Seller. When orders are placed via an ICT network, the Buyer shall be obliged to provide a monthly combined confirmation in writing of all the orders placed in this manner. In case of failure to fulfil this obligation and if there are discrepancies between the contents of the Seller’s and the Buyer’s records, the Parties shall accept the data in the Seller’s records as binding.
- e) The Seller shall confirm in writing the acceptance of the Buyer’s order on the general terms resulting from these Conditions or shall offer to deliver the order on terms other than these Conditions. If the latter is the case, the Seller shall commence the processing of the order only after receiving a written acceptance of the proposed terms (quantity, timing, price, etc.) by the Buyer.

3) Prices

- a) The prices binding for the Parties are the prices included in the Seller’s price lists in force on the date of the order acceptance.
- b) The Parties may agree on other prices, and such agreement must be made in writing, otherwise being null and void.
- c) If the Parties agree on a delivery schedule, it will be binding for the Parties within the scope thereof. The glass ordered outside the agreed schedule shall not be included in the agreed delivery times and, in justified cases, it may be priced separately, if the Seller bears any additional cost related to its manufacturing and informs the Buyer in advance in writing of the occurrence of the above mentioned circumstances.
- d) Orders for special types of glass are fulfilled on the basis of individual pricing made by the Seller.

4) Methods of calculating the size of products - tolerances

- a) All the characteristics and properties of the product /e.g. physical, optical, aesthetic/ may be subject to certain tolerance and changes, described in detail in the publicly available professional publications of the Seller and in reference documents. The Seller's publications are available to the Buyer on request and they are also publicly available on the Internet site www.pilkington.pl/. Strictly defined errors and variations are admissible, concerning e.g. tolerance as to weight, dimensions, thickness, composition, mechanical and optical properties, colour, flatness, etc., which may also result from the imperfection of the practical testing and inspection methods.
- b) The basis for calculating the size of the products is the area of each item in m² (for accounting purposes) with two decimal points accuracy, that is, 0.01 m². The area of each item calculated in the units adopted for the order is converted into m² and rounded off to the hundredths place in the following way:
 - If the area of a glass pane is calculated with the accuracy to the thousandths place of m² or higher; if the digit in the thousandths place is equal or higher than 5 – then the area of the glass pane is rounded up to the hundredths part of a m², increasing the digit in the second decimal place by 1,
 - If the digit indicating the thousandths part of a m² is lower than 5 – then the area of the glass pane is rounded down to the hundredths part of a m² and the digits in the third decimal place and beyond are discarded.
- c) For insulating glass units and other laminated products, the adopted area is the area covered by the external outline of the unit, regardless of the number and area of the glass layers that the final product consists of. The area for accounting purposes of units with the shape other than a rectangle, is rounded to a rectangle circumscribed around the figure equivalent to the shape of the unit.
- d) The unit of account, depending on the Seller's decision, may be the following:
 - The area (in m²) or items for goods and products and
 - The area (in m²), items or circumference (in m – linear meter) for services.

5) Delivery and acceptance of goods

- a) The date of delivery of individual consignment of the products shall be agreed each time between the Seller and the Buyer.
- b) If the goods are delivered in consignments, each delivery should be ordered separately and any delay on the part of the Seller related to a single consignment delivery shall not entitle the Buyer to refuse to collect the remaining consignments which should be delivered as ordered.

- c) If for any reason the Buyer is not able to collect the delivery when the products are ready for delivery on time, the Seller may – upon a written request of the Buyer – store the products until the time of the actual delivery, provided that the availability of the Seller's storage facilities allows that, and the Buyer shall be obliged to pay to the Seller the cost of storage together with any other resulting costs – including but not limited to the cost of additional handling and transport. Such a charge shall not replace other charges or compensations which the Buyer may be charged with as a result of his failure to collect the delivery at the agreed time.
- d) All the goods-related risks are transferred to the Buyer at the moment when the goods are delivered to the agreed place of delivery.
- e) If the Buyer fails to pay the individual invoices on time or if he is in default with making the payments, the Seller reserves the right to – after prior notification of the Buyer thereof in writing – suspend further deliveries until the time when the Buyer pays all the amounts due or until the delivery dates are changed. In such cases the Seller shall bear no liability for any losses sustained by the Buyer as a result of the change of the originally agreed delivery dates.
- f) The acceptance of the Seller's goods with regard to quantity and quality shall take place in the form of signing an appropriate protocol of receipt of goods by an authorised representative of the Buyer. Any complaints regarding patent defects of the delivered glass, in particular such defects as scratches, breakage or cracks shall be acknowledged only if they are noted by the Buyer in the protocol of receipt of goods and confirmed by the Seller's representative.

6) Transport

- a) The Seller reserves the right to select the form of transport of goods and the manner of their dispatching.
- b) If the Buyer discovers that the goods or any part thereof have been damaged during transport or differ from the goods ordered in type, quantity, size (in a manner other than the tolerances referred to in point 4 above), the Seller may replace such products provided that the Buyer submits a report to that effect in writing to the Seller – a complaint regarding damage or incorrectness included in the protocol of receipt of goods, with the Seller being able to check each consignment that the Buyer complained about in writing.
- c) Apart from the liability described in point 6 b) the Seller shall not be liable to the Buyer for any losses or damage related to the goods which are damaged and/or which differ in type and/or size and/or quantity from the goods ordered.

- d) Transport shall be considered completed when the goods, free of defects, are ready for unloading at the place of delivery, at the place "on the ground" indicated by the Buyer. The goods shall be considered ready for unloading when free of all tarpaulin covers, ropes, chains and other restraints. The Buyer shall bear full responsibility for unloading of goods unless the Parties agree otherwise in writing.
- e) Before the arrival of goods and, at the latest, on the day of their arrival at the place of delivery, the Buyer shall provide unloading facilities in working order and when the goods are ready for unloading, shall unload them without delay. If the Buyer fails to do so, the Seller shall have the right to recover from the Buyer all the costs and expenses borne as a result thereof. Without prejudice to the above provisions, the goods may be considered as not unloaded without delay if the Buyer fails to unload them completely within 4 hours from the arrival of goods at the place of unloading.
- f) Complaints related to the so called breakage shall be considered only if the damage or defect is notified by the Buyer in the written protocol of receipt of goods.
- g) If the Buyer collects the goods at the Seller's premises, the Buyer is obliged to check whether the goods have been properly packed and loaded before leaving the Seller's premises. The Seller shall not be liable for any loss or damage to the goods after they have been collected by the Buyer.
- 7) Glass stands**
- a) The goods shall be delivered on metal stands which are and shall remain the property of the Seller.
- b) The Buyer shall be obliged to facilitate the collection of the stands by the Seller or to return them within 7 days from the date of collecting the glass on the stands.
- c) If the stands are not released to the Seller or not returned within the time limit specified above, the Seller shall have the right to charge the Buyer with contractual penalties – for retaining the glass stands – in the amount of 10 PLN for each unreturned stand for each day of delay. Regardless of the above mentioned penalties, the Seller shall have the right to charge the Buyer with the amount equivalent to the cost of a new stand (for each unreturned stand) at the price charged by the Seller when selling stands. The amount will be charged on the basis of a note issued by the Seller with the payment period of 14 days.
- d) In case of damaged stands, the provision of point c) shall apply accordingly.
- 8) Payment for delivery**
- a) Payments shall be made so that the Seller's account is credited, at the latest, on the last day of the payment period, as agreed between the Seller and the Buyer.
- b) A discount for cash payment may be granted on condition that all the amounts due are paid in full.
- c) If the Buyer fails to make the payment on time, all his liabilities become immediately due, regardless of the payment period included in the invoice.
- 9) Credit limit**
- a) For the performance of the contract the Seller may establish for the Buyer the so called credit limit – a trade credit for the amount unilaterally set, appropriate to the current account volume, taking into consideration the business risk, where the amount of the limit may be changed at any time unilaterally by the Seller. The Seller may make the granting of the credit limit dependent on the establishment of appropriate security by the Buyer.
- 10) Security**
- a) The Seller reserves the right to demand that a security for the proper performance of the contract be established by the Buyer, both before processing the first order and at any time during the performance of the contract. The granting of such security may be a condition for processing the orders.
- 11) Implied warranty for defects and express warranty of quality**
- a) The Seller shall grant warranty for insulating glass units Pilkington **Insulight™** manufactured at Pilkington IGP Sp. z o.o. and delivered, on the terms set forth in the "Standard warranty general conditions for insulating glass units manufactured by Pilkington IGP Sp. z o.o.", the contents of which is available to the Buyer on request and is also available on the Internet site:
<http://www.pilkington.com/europe/poland/polish/building+products/architects/quality+assessment.htm>.
- b) The warranty is granted for the period of:
- 5 years for rectangular glass units,
 - 2 years for non-rectangular insulating glass units.
- 12) Defective goods**
- a) In case of detecting a latent defect in the goods, the Buyer shall be obliged to notify the Seller thereof in writing within 3 days from the date of detecting the defect. If the Seller is correctly notified and the complaint is granted as justified, the defective goods will – at the Seller's discretion – be replaced with goods free of defects or the payment for the goods will be refunded – if the payment has been made by the Buyer.
- b) In case of a defect for which the Seller is liable, the Seller's obligations shall be limited only to delivering, free of charge, goods that are free of defects to replace the defective goods, to the place "on the ground" indicated by the Buyer or an authorised person, without liability for additional indirect or direct costs related thereto (necessary labour, additional materials, means of transport, scaffolding; any possible compensation, contractual penalties, etc.).

- c) If as a result of checking the goods it appears that the alleged defects are not defects within the meaning of these Conditions, all the costs related to returning the goods as well as to any losses sustained during the returning process shall be borne by the Buyer.
- d) The Seller does not guarantee that the goods purchased by the Buyer will be appropriate for special purposes or for use in special conditions, even if such a purpose or such conditions may have been known or disclosed to the Seller.
- e) No claim by the Buyer shall be acknowledged in case of improper use of the goods, that is, if the goods are used in a way contrary to professional standards and instructions of the Seller or in case of breach of the rules for storage or transport of glass listed in the publicly available publications of the Seller related to the product, copies of which are available to the Buyer on request as well as on the Internet site:
<http://www.pilkington.com/europe/poland/polish/building+products/architects/quality+assessment.htm>
It is an obligation of the Buyer to obtain information concerning the proper use of the goods.
- f) The Seller shall not be liable for damage of glass accepted to the Buyer's premises for processing, regardless whether the damage takes place during or as a result of processing, cutting, joining, gluing, glass toughening, laminating, etc. The Seller shall not be liable for defects in the coating on the glass accepted by the Buyer for processing.
- 13) Force majeure**
- a) If the performance of the contract or any obligation is prevented by force majeure, the Seller shall not be liable for any damage resulting from such non-performance of the contract or any obligation under the contract.
- b) The term "force majeure" shall include acts of God independent on the will and action of the Seller, including but not limited to: strikes, lock-outs, other industrial action, fire, accident, storms, earthquakes, floods, explosion, war and any other circumstances, whether similar or dissimilar, beyond the reasonable control of the Seller.
- 14) Final provisions**
- a) Any right of the Buyer or a possible claim against the Seller may not be assigned by the Buyer to any third party without the consent of the Seller expressed in writing under the pain of nullity.
- b) All disputes between the Parties to the contract shall be settled by a common court with material jurisdiction over the registered seat of the Seller or any of the registered Branches of the Seller.
- c) To all matters not governed by these Conditions the appropriate provisions of the Civil Code shall apply.

Approved by:

President of Pilkington IGP Sp. z o.o.: Krzysztof Granicki

Sandomierz, 31 October 2011