

GENERAL TERMS AND CONDITIONS OF SALE

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§ 1
INTRODUCTION / RECITALS

1. The General Terms and Conditions of Sale, hereinafter referred to as the „GT&CS”, set out the terms and conditions of sales and supply of Goods offered to entrepreneurs (hereinafter referred to as Customers) by Saint-Gobain Polska Sp. z o.o. Glassolutions, Branch in Jaroszwiec (hereinafter referred to as: the Seller or GLASSOLUTIONS).
2. These GT&CS constitute an integral part of every quotation, price list, cooperation agreement, supply agreement or other agreement entered into with GLASSOLUTIONS. By placing an order the Customer accepts the provisions of these GT&CS.
3. The Parties mutually declare that the agreement within the meaning of these GT&CS shall comprise the following documents: quotation or price list, order placed by the Customer as well as further written arrangements between the Parties, these GT&CS and the Accompanying Documents in force on the day of order placing, and in particular the General Terms and Conditions of Guarantee and the General Technical Conditions. The content of these GT&CS and the Accompanying Documents is also available on the website <http://glassolutions.pl/pl/warunki-wspolpracy>.

§ 2
TERMS OF DELIVERY and TRANSPORT

1. The cooperation starts when the Customer places an order with one of GLASSOLUTIONS production plants by e-mail or otherwise, confirmed in writing, for Goods offered by GLASSOLUTIONS or included in GLASSOLUTIONS price list, indicating the kind/type of the ordered Goods, their dimensions and quantity, necessity to use specialist transport equipment (for instance, HDS, a low loader trailer) and the place of delivery.
2. When terms and conditions stated in the order cannot be met, GLASSOLUTIONS shall immediately notify this fact to the Customer and shall specify own terms and conditions of sales. The Customer shall be obliged to confirm these new terms and conditions as proposed by GLASSOLUTIONS on the following working day, at the latest. In absence of this confirmation the Customer shall be deemed to have approved the new terms and conditions of sales.
3. GLASSOLUTIONS may refuse to accept the order up to three working days. In such a case he shall state the reasons for the refusal.
4. GLASSOLUTIONS undertakes to deliver the Goods pursuant to the terms and conditions as set out in his quotation, price list or these GT&CS.
5. Delivery time of Goods shall be stated in the order or shall take place on another date as specified by GLASSOLUTIONS. GLASSOLUTIONS shall have the right not to meet the delivery time if:
 - 5.1. The Customer does not comply with the provisions of these GT&CS;
 - 5.2. The Customer is late with submitting complete information, referred to in sec. 2 item 1 above, necessary for a correct and timely implementation of the Customer's order by GLASSOLUTIONS.
 - 5.3. If supplies of components and materials needed to produce the Goods are delayed.
 - 5.4. Vehicles with the gross vehicle weight rating (GVWR) exceeding 3.5 tonnes are not allowed to move on the road for a certain time or if the delivery must be done by a special purpose vehicle.
 - 5.5. In the cases referred to in sec. 4 item 4.
6. Should the Customer not collect the Goods on time at the specified and agreed delivery location, GLASSOLUTIONS shall be entitled to charge the Customer with the storage costs of 3% of the gross value of the delivery for each commenced day of the delay. After 14 days of storing the Goods, GLASSOLUTIONS shall call on the Customer to collect the Goods within an additional deadline of 7 days. Should the Goods not be collected within this additional deadline, GLASSOLUTIONS shall issue a VAT invoice for the delivery on the day after the deadline, and the Customer shall be obliged to pay the due amount, whether he actually collects the Goods or not. If the Customer within 7 days upon the date of the invoice does not collect the Goods and does not request to have the Goods delivered once again, he shall be deemed to have expressed his tacit consent for GLASSOLUTIONS to destroy the Goods on the Customer's behalf, without prejudice to the aforementioned payment obligation. The Customer shall pay the costs of a repeated delivery (transport) of the Goods.
7. Each collection of Goods shall be confirmed with a legible and identifiable signature of the Customer or a person in charge at the place of delivery, to be put on delivery documents, depending on the place of collection. The delivery of the Goods along with the returnable racks shall be deemed as effected in terms of quantity and as being free of damage once the Customer or a person in charge at the delivery location has signed the delivery confirmation. In case there is no person in charge at the delivery location, the provisions of item 6 above shall apply. Section 3 below specifies how to proceed with the returnable racks.
8. Quantity inconsistency and cullet due to damage in transport shall be reported to the driver at the delivery of Goods and shall be confirmed in a report to be drawn up in two counterparts, one for each Party, on an official form made available by the driver delivering the Goods to the Customer. The completed form shall be signed by the driver and the person responsible for Goods' acceptance. The Customer shall be obliged to send a copy of the aforementioned report to GLASSOLUTIONS on the working day following the day of the delivery at the latest and in the form as appropriate for orders' placing. The Customer shall receive a new delivery of Goods that are free of defects and shall not incur any additional costs provided that he accompanies the report with photographic documentation confirming the transport damage.
9. GLASSOLUTIONS may rely on external companies taking care for deliveries.
10. GLASSOLUTIONS is obliged to deliver the Goods to the Customer's seat unless

the Parties have agreed on another place of delivery in a form as appropriate for orders' placing.

11. When Goods are transported by GLASSOLUTIONS or an external company engaged by GLASSOLUTIONS, GLASSOLUTIONS shall incur the risk of damage and loss of the Goods in transport until commencement of unloading by the Customer. At that point in time the risk shall pass onto the Customer. If Goods are transported by the Customer, the risk of damage and loss of the Goods shall pass onto the Customer at the time of completed loading of the Customer's vehicle.

§ 3
PACKAGING OF GOODS

1. GLASSOLUTIONS shall use his own returnable racks that are suitable for transport of Goods to the Customer.
2. Each time the Goods are delivered on returnable racks, the Customer or a person in charge at the place of delivery who accepts the Goods shall confirm on the Rack Record Chart - with legible signature allowing the identification of the signatory - the receipt, with a given delivery, of racks, by stating their number and serial numbers. The chart shall be prepared in two identical copies, one for each of the Parties, on a form made available by the driver delivering the Goods to the Customer.
3. The Rack Record Chart is the only document confirming the delivery or return of the racks. The Parties are obliged to store those documents two years long from the date of the delivery.
4. By accepting the returnable racks, the Customer undertakes to keep them in good technical condition. In case of loss, damage or total destruction of a rack the Customer shall reimburse GLASSOLUTIONS, as per the invoice to be issued, the amount corresponding to the value of a new rack bought at current purchase price.
5. By delivering Goods on returnable racks, GLASSOLUTIONS makes the racks available to the Customer for a period of time as indicated in the Rack Record Chart, signed pursuant to item 2.
6. The racks should be returned to GLASSOLUTIONS without any separate requests. The Customer's readiness to return empty racks shall be reported at the latest 5 days before the date of racks' collection, in the form as appropriate for orders' placing. Should the Customer not report his readiness to collect the empty racks, GLASSOLUTIONS shall have the right to request the Customer to return the racks. Not returning the racks in due time as indicated in the request shall be deemed as Customer's consent to purchase these not returned racks and shall entitle GLASSOLUTIONS to issue a VAT invoice for sales of these racks pursuant to item 4 above, taking into account the relevant regulations governing trade in packaging.
7. The racks shall be collected by GLASSOLUTIONS at its own cost from the locations to which they have been delivered. The Customer shall be obliged to inform GLASSOLUTIONS about any relocation of the racks at the latest when reporting his readiness to have them collected. The Customer shall load the rack at his own cost. When the Customer is not able to load the racks using his own equipment and the loading must be done with use of special equipment (HDS, crane), the Customer shall notify this fact to GLASSOLUTIONS when reporting his readiness for racks' collection. In the cases described in this item, GLASSOLUTIONS may charge the Customer with the costs of transport from a place different than the place of delivery and the with the costs of loading with use of special equipment.
8. If, once the Customer has confirmed his readiness to return the empty racks, it turns out that the racks are not ready for collection, are not empty or not present at the place of collection or that the Customer does not have the equipment needed to load the racks, when the truck of GLASSOLUTIONS comes to collect the racks, GLASSOLUTIONS reserves the right to charge the Customer with the transport costs.

§ 4
PRICE / PAYMENT

1. GLASSOLUTIONS shall issue within 7 days of the delivery a VAT invoice to the Customer specifying: unit prices, additional costs if any, costs of transport to the Customer's seat, quantity and terms of payment. Invoices shall be issued in the currency as per the price list or the quotation. VAT shall be charged pursuant to the currently binding rate.
2. The Parties mutually declare that the Customer shall pay the amount due to GLASSOLUTIONS for the delivered goods as set out in the invoice in due time indicated in the invoice.
3. In case of any delay in payment of due invoices, GLASSOLUTIONS shall be entitled to withhold further activities within the order in question or execution of other orders placed by the Customer until the outstanding payments are made. Additionally GLASSOLUTIONS may amend the due date of next invoices to 7 days or may demand a prepayment in an agreed amount before commencing production of another lot of Goods.
4. Delays in payment may result in postponing the deliveries of subsequent lots of Goods in respect to an agreed delivery schedule. However, such a postponement shall not have any negative impact on GLASSOLUTIONS and shall not constitute a breach of the agreement entered into with the Customer.
5. In case of deliveries of goods to be paid in instalments, a failure to pay an instalment in due time results in immediate maturity of the remaining due amounts.
6. When delay in payment exceeds 14 days in respect of the due date as specified on the invoice, GLASSOLUTIONS shall be entitled to terminate the agreement with immediate effect, in whole or in a part, at his own discretion.
7. In case the agreement is terminated as per the previous item, GLASSOLUTIONS may, at his own discretion, process the orders placed before the date of terminating the agreement or withdraw from the agreement in that scope. The right to this withdrawal applies within 14 days from the date of an event resulting in the termination of the agreement. In such case, the Customer shall be charged with the costs referred to in § 6 item 7.
8. In case of pre-paid orders, an order shall be passed on to production by GLAS-

SOLUTIONS once the Customer has paid the pre-payment in the amount as agreed by the Parties and has delivered to GLASSOLUTIONS a confirmation of that payment.

9. In case of orders processed with a credit limit with an agreed payment security, an order shall be passed on to production by GLASSOLUTIONS once GLASSOLUTIONS receives the agreed security from the Customer.
10. The credit limit shall include a total of the Customer's due and undue liabilities towards GLASSOLUTIONS, that is, the total gross value of all orders placed, irrespective of their stage of completion, for which the invoice has not been settled yet.

§ 5.

QUALITY OF PRODUCTS / GUARANTY / COMPLAINTS

1. The Parties mutually agree that Goods covered by an order shall be manufactured with due diligence, pursuant to the effective requirements of harmonised Standards, in line with the General Technical Conditions of GLASSOLUTIONS (hereinafter referred to as the GTC) available on the GLASSOLUTIONS website (www.glassolutions.pl). At Customer's request, GLASSOLUTIONS shall deliver the GTC to the Customer in a way appropriate for orders' placing.
2. GLASSOLUTIONS does not incur any liability for defects resulting from improper handling of Goods when they have been delivered to the Customer.
3. GLASSOLUTIONS provides a guaranty under terms and conditions as set out in the General Terms and Conditions of Guaranty in force at GLASSOLUTIONS, available on the GLASSOLUTIONS website. These General Terms and Conditions of Guaranty may be delivered to the Customer upon his request in a way that is appropriate for orders' placing. The guaranty is valid from the moment of delivery or - if the delivery is arranged by the Customer - from the moment of starting to load the Goods onto the Customer's vehicle and it shall be valid only if the Goods are used in accordance with their intended purpose. The guaranty shall expire if Goods are processed, changed or damaged by the Customer or a third party, if they are used not in line with the GLASSOLUTIONS guidelines or if defects have not been reported to GLASSOLUTIONS immediately after being discovered, provided that the Customer could have noticed them when acting with due diligence.
4. The Customer's rights resulting from the granted warranty shall be binding upon GLASSOLUTIONS only until delivery of Goods that are free from defects without incurring any additional costs and provided that the damage or defect of Goods was discovered and reported within the guaranty period and it was caused by GLASSOLUTIONS.
5. Pursuant to the GT&CS /GTC the Customer is obliged to assess the Goods immediately after their receipt. Any shortages in quantity and cullet due to transport shall be reported by the Customer at Goods' acceptance. For this end the Customer or a person in charge at the place of delivery must complete an appropriate report form, referred to § 2 item 8. The report is made available by the driver. The report must state the exact number of missing Goods. The driver must confirm this information when unloading is completed at the latest, under pain of losing the right to invoke the argument of incomplete delivery at a later date.
6. Complaints regarding quality defects shall be reported by the Customer not later than before the end of the guaranty period. Complaints must be filed in writing, on a complaint form as binding at GLASSOLUTIONS and available on the GLASSOLUTIONS website. The Customer shall send the form to GLASSOLUTIONS by e-mail on the day the form was completed. The form shall be accompanied with photographic documentation of the defect. If the photographic documentation is missing the complaint can be rejected.
7. Any complaint filed by the Customer after the time limits referred to in item 5 and 6 shall not be processed by GLASSOLUTIONS.
8. While reporting potential claims, the Customer shall be obliged to entirely complete the GLASSOLUTIONS complaint form or another form covering all information required in the GLASSOLUTIONS complaint form.
9. If Goods delivered by GLASSOLUTIONS are found indeed to be defective and the claim is accepted, the liability of GLASSOLUTIONS shall be limited only to the obligation to deliver Goods that are free of defects to a place indicated in the original order.
10. As long as the final decision on the claim is not taken, the Customer shall be obliged to store the claimed Goods in an appropriate way preventing the Goods from any potential damage or occurrence of new defects or destruction. GLASSOLUTIONS reserves the right to analyse and examine all Goods covered by the complaint.
11. In each case, complaints shall be processed by GLASSOLUTIONS basing on a correctly drawn up document referred to in item 6 or 7 above and the photographs taken immediately after the event by a representative of GLASSOLUTIONS or the Customer appointed to take pictures.
12. If complaint is accepted, GLASSOLUTIONS shall be obliged to deliver new Goods that are free of defects or deliver the missing Goods within a deadline to be agreed with the Customer, taking into account the technical capacity of GLASSOLUTIONS.
13. Should GLASSOLUTIONS accept the complaint, the Customer shall be obliged to return the defective Goods on the day on which GLASSOLUTIONS delivers Goods that are free of defects or on another date to be agreed by the Parties. The return shall be confirmed by a driver and the Customer or a person in charge at the place of delivery, on a document made available by the driver. The Customer shall keep a copy of that document. After the expiry of the aforementioned deadline the liability for disposal of the defective Goods, as being faulty Goods or wastes, shall pass on to the Customer.
14. GLASSOLUTIONS reserves the right to withhold handling Customer's claims under the complaint as long as the Customer does not settle all outstanding liabilities towards GLASSOLUTIONS, except for liabilities for the claimed Goods. The payment for the claimed Goods may be withheld by the Customer until the claim has been handled by GLASSOLUTIONS.

15. Declarations of performance (CE) issued by GLASSOLUTION as the manufacturer of Goods are available on the website www.saint-gobain-glass.com/ce and can be delivered at the Customer's request, in the form appropriate for orders' placing.

§ 6.

LIMITATION OF GLASSOLUTIONS LIABILITY SECURING CLAIMS OF GLASSOLUTIONS

1. GLASSOLUTIONS incurs liability only for correct completion of an order in line with the parameters indicated by the Customer in his order and within the limits of the actual damage suffered by the Customer. In particular, GLASSOLUTIONS shall not be liable for use of the Goods by the Customer in a manner that is not in line with their intended purpose, for fitness of the Goods for the Customer's purpose and for incorrect installation, as well as choice of thickness, shape and type of glass edge processing, and for calculations of the structure, including static calculations.
2. GLASSOLUTIONS shall not incur any liability for differences in colours and shades of the delivered Goods of the same type, if such differences result from use of production components, the parameters of which fall within tolerances provided for such components in the relevant Standards.
3. GLASSOLUTIONS shall not incur any liability for damage resulting from inappropriate storage of Goods and for negative effects of using inappropriate installation and assembly materials such as silicones, glues, that may react chemically with certain parts of GLASSOLUTIONS Goods. Upon the Customer's request, GLASSOLUTIONS shall inform the Customer on types of materials used by GLASSOLUTIONS in production of the ordered Goods that may react chemically.
4. The Parties exclude GLASSOLUTIONS liability for damage caused to third parties by Goods delivered to the Customer by GLASSOLUTIONS, including damage caused by hazardous products. The Customer shall indemnify GLASSOLUTIONS from the liability towards third parties and shall satisfy all claims reported by third parties.
5. Apart from the claims defined explicitly in these GT&CS, the Customer shall not be entitled to any further claims towards GLASSOLUTIONS resulting from the Civil Code or to claims based on other legal regulations.
6. Since Goods offered by GLASSOLUTIONS are manufactured on the basis of individual orders, pursuant to specification defined in these orders, GLASSOLUTIONS entire liability resulting from an agreement concluded by the Parties shall be limited to the total price paid by the Customer for his order, according to an individual quotation or an individual price list.
7. In case the Customer cancels an order that is already in progress or introduces any changes to the order, the Customer shall cover all costs incurred by GLASSOLUTIONS related to commencing works on the order, in particular costs of ordered materials, manufactured goods and costs of work-in-progress. These materials, Goods and work-in-progress shall constitute the Customer's property and shall be delivered to him by GLASSOLUTIONS. § 2 item 6 applies accordingly.
8. All photographs, drawings, sketches, designs, models, IT tools and other materials of that kind transferred to the Customer by GLASSOLUTIONS constitute property of GLASSOLUTIONS. These materials are destined for the Customer's exclusive use in the scope as determined by GLASSOLUTIONS. A prior written approval of GLASSOLUTIONS shall be required in order to make them available to any third party, under pain of nullity.
9. Should the Customer breach the provisions of item 8 above, GLASSOLUTIONS shall be entitled to demand contractual penalty to be paid by the Customer in the amount of PLN 10,000 for each infringement.

§ 7

FINAL PROVISIONS

1. Paragraph titles are only of organisational importance and shall not affect the interpretation of the provisions of these GT&CS.
2. All communication between GLASSOLUTIONS and the Customer concerning the cooperation between the Parties shall be made in writing, by fax or e-mail at numbers or addresses to be indicated by the Parties at order placing. The Parties are obliged to inform each other about any change of their addresses. Failing to do so shall result in deeming any correspondence sent to the previous address as delivered.
3. These GT&CS may be amended by GLASSOLUTIONS. An amendment of these GT&CS shall be understood as: introduction of changes to the GT&CS in force, revoking these GT&CS and adopting new GT&CS. Such changes shall be binding on the Customer with respect to all orders placed after the day of delivery of the amended or new GT&CS to the Customer.
4. Other quotations, templates, documents, technical catalogues and advertising materials of GLASSOLUTIONS are for informative purposes only and are not binding for the Parties. GLASSOLUTIONS reserves the right to introduce changes to the aforementioned documents with respect to information, technical parameters and range of the offered products.
5. For matters not covered and exceeding the scope of these General Terms and Conditions of Sales, the up-to-date written arrangements between the Parties and applicable provisions of Polish law shall apply.
6. Any disputes that may arise with respect to the cooperation of the Parties regarding deliveries of Goods from GLASSOLUTIONS shall be settled by the Polish common court of law with jurisdiction over GLASSOLUTIONS registered seat.
7. The Accompanying Documents used by GLASSOLUTIONS for the scope of cooperation with the Customer on the date of delivering these GT&CS, available on the website <http://glassolutions.pl/pl/warunki-wspolpracy>, as well as later new or updated ones, do not constitute a part of these GT&CS, and their change does not require amendment of these GT&CS.



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