

## General Terms of Sale

### Termo Organika Sp. z o.o. with its registered office in Kraków

#### Definitions:

<b>Buyer</b>	TO's partner buying Products from TO, who is not a consumer as defined by article 22(1) of the Civil Code.
<b>GTS</b>	General Terms of Sale
<b>Parties</b>	TO and Buyer together
<b>TO</b>	Termo Organika Sp. z o.o. with its registered office in Kraków, ul. Bolesława Prusa 33, 30-117 Kraków, entered to the register of businesses of the National Court Register held by the District Court for Kraków-Śródmieście in Kraków, 11 <sup>th</sup> Economic Division under KRS number 45149, NIP 6792571223, REGON 357033260
<b>Products</b>	products on TO commercial offer and the object of the Agreement
<b>Agreement</b>	Product sale agreement concluded between TO and the Buyer with appendices constituting its integral part, including GTS
<b>Order</b>	order placed by the Buyer subject to the requirements specified in the Agreement, including these in GTS

#### §1 General provisions

1. The GTS govern the general rules of cooperation and conclusion of Agreements between TO and the Buyer, including rights, obligations and the scope of the Parties' liability.
2. These GTS apply to all Agreements concluded by TO and constitute their integral part, unless TO and the Buyer decide otherwise in the Agreement or a separate understanding concluded in writing under pain of nullity.
3. By placing an Order, the Buyer declares that it is familiar with and accepts these GTS.

Termo Organika Sp. z o.o.  
Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

4. In case of invalidity or ineffectiveness of any of the GTS provisions, other GTS provisions shall remain valid and will be enforced in the scope permissible by the applicable provisions of law. In such a case, the Parties shall make all efforts to replace such invalid and ineffective provisions with a regulation which in the scope permissible by the applicable provisions of law will enable the Parties to fulfil the intended goal.
5. In case a GTS provision proves to be contrary to documents other than the Agreement, or separate understanding mentioned in sec. 2, including for example, general terms of agreements applicable at the Buyer's, then these GTS shall have priority.
6. These GTS apply solely in relations between the entrepreneurs in the meaning of art. 43<sup>1</sup> of the Civil Code.

## §2 Order and conclusion of the Agreement

1. The conclusion of the Agreement takes place every time through placement of the Order by the Buyer and confirmation of the Order acceptance by TO. The above does not exclude the conclusion of a separate contract by the Parties prepared in writing under pain of nullity, containing the provisions constituting extension or modification of the provisions hereof.
2. The Buyer places the Orders either in writing by delivering the Order's original to TO, or as e-mail sent by electronic post, or by fax. Each Order shall be signed by persons authorised to place Orders on behalf and for the Buyer, and if the Order is not made in writing it shall be sent from the authorised e-mail address or authorised fax number.
3. The Buyer shall provide TO at the latest prior to placing the first Order a document containing a list of persons authorised to place Orders on behalf of the Buyer and authorised e-mail address (addresses) and/or authorised fax number (numbers) from which the Orders may be effectively sent. The document mentioned in the preceding sentence shall be made in writing and signed by the person (persons) authorised to represent the Buyer. The Buyer shall keep TO informed about any changes regarding persons, e-mail addresses and fax numbers or TO may refuse to accept the Order placed.
4. The acceptance of Order by TO takes place in writing or by sending an e-mail, or by sending a fax to the authorised e-mail address or fax number indicated in the document mentioned in sec. 3 above, as well as by phone, and the selection of the form of confirmation is at TO's discretion. The Order will not be binding for TO if it is not accepted by TO in a way indicated above. The lack of TO's answer to the Order placed by the Buyer in no case shall be understood as acceptance of the Order. An Agreement is considered concluded upon the confirmation of the Order by TO in accordance with the terms and provisions specified in the Order confirmation.

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

5. In order to be effective the Order shall contain:
  - a) the Buyer's data, including the name and registered office of the Buyer;
  - b) detailed address of the place of unloading (street name, building number, postal code and town),
  - c) entrance (exit) permit to (from) the place of unloading if it is required for the place of unloading indicated in the Order, in particular if in the place of unloading traffic bans or restrictions apply or the place constitutes a special zone in which traffic restrictions apply,
  - d) the type name (type) of the ordered products according to a valid product offer applicable at TO,
  - e) quantity of individual Product types,
  - f) suggested date of sale,
  - g) name and surname and ID Card series and number of the person authorised to collect the Products if the place of unloading is different from the Buyer's registered office, subject to §4 sec. 5 of GTS.
6. If in order to enter or exit the place of unloading in compliance with the applicable provisions of law or internal regulations it is necessary to show a document (private or official), the Buyer shall provide TO with the original of such a document at the latest before the commencement of travel to the place of unloading (or exiting the place). If the Buyer does not show TO the permit to enter (exit), the driver is authorised to stop transport and return with the Products to the place of the Products' dispatch. The Buyer shall remedy to TO any damages caused by the failure to deliver the required permit mentioned in the preceding sentence to TO, including costs borne in relation to the completion of transport.
7. The Order completion date indicated by the Buyer is binding upon both Parties if it is confirmed by TO in the Order acceptance confirmation mentioned in sec. 4 above.
8. The minimum quantity of Products required for the purposes of effective placement of the Order by the Buyer and for its acceptance and completion by TO has to take into account the minimum logistic requirements at TO unless TO decides otherwise.
9. The Buyer may cancel the Order placed in its entirety despite its confirmation by TO until the commencement of the delivery of ordered Products by TO provided, however, that TO may in such a case charge the Buyer with costs related to preparation of the Order, including costs of loading. The commencement of delivery of the ordered Products means leaving TO's production plant by the loaded car completing the transport. Every other change of the Order placed may be made by the Buyer at the latest four hours as of the effective placement of the Order. In justified cases TO may agree to change the Order on a later date than specified in the preceding sentence.
10. TO shall not be liable for any errors in the content of the Order placed.

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

### §3 Price

1. Unless the Parties have decided otherwise, the Product prices for the Buyer as of the day of placing the Order shall apply provided, however, that VAT shall be added to these prices.
2. The prices for Products being Styrofoam boards are introduced by TO not later than by the sixth day of a given month and apply as of the sixth day of the given month. TO Regional Directors shall provide the Buyer with the current pricelist for Products being Styrofoam boards.
3. The prices for Products include the costs of transport to the place indicated by the Buyer located in the Republic of Poland solely when the completed order is bigger than the logistic minimum applicable at TO on the day of order completion. The prices do not include the costs of Product unloading, transport of Products to a place other than indicated in the Order or possible costs of stopover at the place of unloading lasting longer than four hours.
4. TO has the right to charge the Buyer with the difference in transportation costs if in result of providing a wrong address on the Order it is necessary to transport the Products to another place and the transport prices at TO for a given transport service shall apply.
5. TO may charge the Buyer with all costs of Order completion which was not delivered for reasons indicated in §2 sec. 6 of GTS.

### §4 Delivery

1. The Products are released upon the commencement of their unloading in place and time accepted by TO in the Order acceptance confirmation. The Buyer shall immediately unload the Products at its own expense and with its own resources. Upon the commencement of unloading, the risk of accidental loss or damage of Products shall be transferred to the Buyer.
2. Upon the end of unloading the Buyer or a person authorised by it mentioned in §2 sec. 3 let. g) of GTS confirm the receipt of Products by signing the freight documents.
3. The Buyer shall check the Products at the place of their collection. If the Buyer finds any damages in Products or shortages in quantity as compared to the Order it shall be noted in the freight documents.
4. If the Buyer does not submit any objections to the delivered Products, including their quantity, it is assumed that the Products are in compliance with the freight documents and are free from defects.
5. If the address of unloading of Products is different from the Buyer's registered office the Buyer shall indicate in the Order persons authorised to collect the Products mentioned in §2 sec. 3 let. g) of GTS. If no such data is provided, and freight documents are signed by a person collecting the Products at the place of unloading, the Buyer may not raise the objection that the Products were not delivered or that they were collected by an unauthorised person.

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

## §5 Order completion date

1. The Order is considered completed on time if the Products are delivered to the Buyer on the date indicated in the Order acceptance confirmation.
2. TO shall not be liable for late delivery of Products for reasons attributable to the Carrier.
3. TO reserves the right to change the sale date in exceptionally justified situations, in particular in case of a force majeure event or other unpredictable circumstances, including circumstances attributable to the Carrier. TO shall immediately notify the Buyer about the difficulty by phone, fax or electronic post. The occurrence of the above circumstances releases TO from liability for late completion of the Order and TO shall not be liable for possible additional costs borne on this account by the Buyer.

## §6 Payment

1. The payment for the received Products shall be made based on a VAT invoice, by a bank transfer to the bank account indicated on the invoice.
2. The Buyer undertakes to make timely payments for TO, in compliance with payment dates indicated on each VAT invoice.
3. The payment takes place upon crediting TO's bank account.
4. Until payment the Products are the property of TO and may be taken back by TO, if the Buyer is in delay with payment despite written call sent by TO to the Buyer setting the additional date for payment.
5. If the Buyer is late with payment, TO is authorised to:
  - a) calculate statutory interest for every day of delay,
  - b) suspend completion of subsequent orders until late payments are settled or appropriate security for TO's benefit has been established,
  - c) make all liabilities immediately payable, including those whose payment date has not yet expired.
6. The Buyer may not offset its liabilities towards TO on account of price payment against its own receivables from TO on any account unless it receives TO's consent in writing on pain of nullity.
7. Submission of a complaint does not authorise the Buyer to suspend payments for Products or their part.

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

## §7 Complaints

1. TO declares that all the parameters of the sold and delivered Products correspond to the quality requirements specified in respective declarations: Declaration of Performance in case of Products manufactured in accordance with the standardised technical specifications and with CE marking, or Declarations of Compliance in case of Products manufactured in compliance with national regulations and with construction marking B. TO also informs that the Products are intended for sale solely in the Republic of Poland, hence TO shall not be liable for the compliance of Products with quality requirements applicable outside the Republic of Poland, or for the compliance with internal regulations or national standards which apply in other European Union member states and states outside the European Union. Sale or export of Products to countries outside the Republic of Poland takes place solely at the risk of the entity performing it, and TO shall be released from all liability for possible Products' lack of compliance with any standards or regulations applicable outside the Republic of Poland.
2. TO is liable under warranty for a year as of the collection of the Products by the Buyer but not longer than use by date for Products if it has been specified.
3. TO's liability for physical defects includes solely defects caused by problems already existing in the Products sold. TO is not liable for physical defects of Products after the risk has passed onto the Buyer.
4. Quantity complaints shall be submitted to TO by the Buyer immediately, not later than within three working days as of the collection of Products, subject to the provisions of §4 sec. 3 and 4 of GTS.
5. The Buyer shall immediately notify TO about quality complaints that could have been discovered upon the collection of Products, not later than within three working days as of the collection of Products. Other quality complaints shall be submitted within seven working days as of the discovery of defect.
6. Signing the freight documents without any remarks by the Buyer or the person authorised by it constitutes the proof of acceptance of Products without any objections regarding shortages in quantity, damages of the Products and quality defects possible to be discovered upon sale.
7. The complaints shall be submitted in writing, by electronic post on TO's form, which may be found at the website [www.termoorganika.pl](http://www.termoorganika.pl). In order for a complaint to be effective it shall be sent to the address [reklamacja@termoorganika.pl](mailto:reklamacja@termoorganika.pl) and contain all data required on the TO form mentioned in the preceding sentence, including:
  - a) name of the Products in question,
  - b) quantity of the Products in question,
  - c) description of the feature in question,
  - d) data enabling identification of the Buyer's order,
  - e) receipt (at least number),
  - f) batch number,
  - g) description of the client's claim.

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

8. For the purposes of the complaint procedure the Buyer shall secure the Products in question with all the sale documentation and make it possible for the TO's representative to check the Products in question in terms of quantity and quality at the date agreed between TO and the Buyer. If the Parties fail to agree on a date for checking the Products in question TO has the right to set for the Buyer a binding date for the Products checking.
9. The fulfilment of obligations described in sec. 7 and 8 above, including making it possible for TO to check the Products in question, constitutes the condition of examining the complaint.
10. TO reserves the right to conduct an appropriate inspection at the date set in accordance with sec. 8 above.
11. The complaint will be examined without undue delay, however, in time necessary for a proper verification of the claim.
12. In case of discovering physical defects in the Products, TO's liability under warranty is limited solely to the obligation to replace the faulty Products with the same quantity of Products free from defects. The Buyer is not entitled to submit other claims, including claims to reduce the price, and may not withdraw from the Agreement. After the replacement of Products for new ones, the time for enforcement of rights specified in sec. 2 above does not start anew.
13. TO is not liable for defects caused in result of mechanical damage, improper unloading, storage and use of the Products by the Buyer as well as for defects resulting from standard wear and tear and caused by force majeure events, including extraordinary atmospheric factors.
14. In other matters not regulated by an agreement or GTS the provision of the Civil Code regarding warranty shall apply.

## §8 Guarantee

1. The guarantee refers solely to the compliance of quality and performance of TO' Products with their declared values in the Declarations of Performance and/or Declarations of Compliance.
2. The guarantee does not include any defects related to or resulting from improper assembly, failure to observe the rules of construction practice, improper storage or contact of the Products with aggressive substances, including in particular organic solvents, or use of the Products not in accordance with their intended purpose.

Termo Organika Sp. z o.o.  
Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW

## §9 Liability

1. TO's liability for the failure to perform or improper performance of obligations under the Agreement is limited solely to the actual damage, being a consequence of intentional action or omission on the part of TO and may not exceed the value of the not performed or improperly performed Order.
2. TO is not liable for any indirect and consequential damages, including damages caused by improper use of the Products and design and executive mistakes caused upon use of Products, as well as damages in result of force majeure.

## §10 Final provisions

1. All disputes that might occur in relation to the performance of the Agreement, subject to the provisions of these GTS, shall be solved amicably if possible and if not in court.
2. All matters handed over to court will be settled by the court competent for TO's registered office.
3. All representations, notifications and submissions shall be made in writing or else be null and void, unless these GTS or Agreement explicitly agree to submitting these in another form.
4. Without TO's prior written consent the Buyer may not transfer any rights or obligations under the concluded Agreement.
5. The Parties shall keep the data, information and documents related to the completion of Order and mutual relations between the Parties confidential unless the obligation to disclose the data, information or documents results from the provisions of the Agreement or applicable provisions of law. The Parties shall ensure that their staff, partners, agents, representatives and customers will observe the same requirements regarding confidentiality if these persons also have access to the said data, information or documents.
6. In matters not regulated in these GTS respective provisions of the Civil Code shall apply.
7. The GTS enter into force and apply as of 5 August 2013.

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW



P-04.1, ed. 08-2013

**Claimant:**

Delivery address: \_\_\_\_\_ Delivery date: \_\_\_\_\_  
 Place of unloading: \_\_\_\_\_ Date of unloading: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  Distributor  Contractor  Investor  
 tel.: \_\_\_\_\_ e-mail: \_\_\_\_\_

**Product name:**

Production date: \_\_\_\_\_ Product batch no.: \_\_\_\_\_  
 Production plant: \_\_\_\_\_ ER doc. no.: \_\_\_\_\_  
 Invoice no./issue date: \_\_\_\_\_ Order no.: \_\_\_\_\_  
 Delivered quantity: \_\_\_\_\_  packs  pallets  pcs  kg  m<sup>3</sup>  
 Questioned quantity: \_\_\_\_\_  packs  pallets  pcs  kg  m<sup>3</sup>  
**Reason for complaint:**  - Quality of products (in case of complaints regarding insulation systems fill in app. 1)  - Transport damage  
 - Quantity mistake  - Mistake in range  - Late delivery  - Other

Description:

*(more details of the complaint may be placed in the field: "Detailed description of the complaint")*

Appendices:  photos  film  goods samples  samples of the installed products

**Information about the contact made:**

Contact	Arrangements
Distributor <input type="checkbox"/>	
Contractor <input type="checkbox"/>	
Investor <input type="checkbox"/>	

**Expectations of the claimant:**

product replacement  supplementation of delivery  Other, which:

date, name, surname, signature of the claimant: \_\_\_\_\_

date, name, surname, signature of the driver: \_\_\_\_\_

**Detailed description of the complaint:**

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
 30-117 Kraków, Poland  
 tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
 KRS 0000045149 District Court Register for Krakow- Śródmieście  
 XI Economic Division of National Court Register  
 Original Capital of 4 000 000 PLN entirely covered  
 Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
 PKOPPLPW

Please fill in this appendix in case of complaint regarding elements of the Termo Organika insulation system.

**Preparation of the base:**

Place:  outside  inside

---

Base:  reinforces layer on EPS  ceramic bricks  aerated concrete  concrete block  
 silicate bricks  concrete wall  OSB  plasterboard  
 old plaster what type: \_\_\_\_\_  
 other, what type: \_\_\_\_\_

**Base preparation description:**

Base priming:  yes  no (enclose receipt in case of priming with primers of Termo Organika)

If yes, type of primer: \_\_\_\_\_

Description of base priming (number of layers, how applied, technological breaks, etc.): \_\_\_\_\_

**Completion conditions:**

Delivery date to the place of use: \_\_\_\_\_ Date of use: \_\_\_\_\_

Works carried out between: \_\_\_\_\_ Total area (m<sup>2</sup>): \_\_\_\_\_

Temperature of ambient: \_\_\_\_\_ base: \_\_\_\_\_ water: \_\_\_\_\_ powder/mass: \_\_\_\_\_

Wind:  weak  medium  strong Clouds:  none  small  medium  full

Precipitation:  none  rain  snow  small  medium  strong

Base  reinforces layer on EPS  ceramic bricks  aerated concrete  concrete block  
 silicate bricks  concrete wall  OSB  plasterboard

Protection net on scaffolding:  yes  no

Appendices:  photos  film  goods samples  samples of installed products

Address of use: \_\_\_\_\_

Person/company installing: \_\_\_\_\_

Contact person: \_\_\_\_\_

tel.: \_\_\_\_\_ e-mail: \_\_\_\_\_

**Storage method:**

on pallets  pallets in foil goods protected against:  rain  sun  
 under shelter  in a room with heating  in a room without heating

Notes: \_\_\_\_\_

**Reason for complaint** (description of parameters, properties, etc. in question): \_\_\_\_\_

**Client's expectations:**

product replacement  supplementation of delivery  Other, which: \_\_\_\_\_

date, name, surname, signature of the claimant: \_\_\_\_\_

Termo Organika Sp. z o.o.

Bolesława Prusa Street 33  
30-117 Kraków, Poland  
tel. +48 12 427 07 40 fax +48 12 427 27 21  
[www.termoorganika.pl](http://www.termoorganika.pl)  
[krakow@termoorganika.pl](mailto:krakow@termoorganika.pl)

VAT UE PL 6792571223 REGON 357033260  
KRS 0000045149 District Court Register for Krakow- Śródmieście  
XI Economic Division of National Court Register  
Original Capital of 4 000 000 PLN entirely covered  
Bank Account No. PL 25 1240 1053 1111 0010 3916 9553 BIC  
PKOPPLPW