

GENERAL BUSINESS TERMS AND CONDITIONS

EMPOL BIS S.A.

§ 1. General Provisions

1. The herein General Business Terms and Conditions (hereinafter referred to as the "GT") apply to all contractual relationships between EMPOL BIS S.A. company, with the headquarters in Źródła, ul. Inwestycyjna 1, 55-330 Miękinia, entered into the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under the KRS number: 0000505568, NIP: 9131616686, REGON: 022393703 (hereinafter referred to as "EMPOL") and its Clients, and shall constitute an integral part of each order/contract for the deliveries and services rendered by EMPOL, even if they are not expressly indicated in such orders/contracts.
2. Other contractual agreements, amending, supplementing or repealing the provisions of the herein GT, apply solely if expressly accepted by EMPOL, in writing, otherwise deemed null and void; they also apply to an order or a confirmation of order conditions. Each order placed by the Client entails, on the grounds of the herein GT, an unconditional and irrevocable consent of the Client to the entire GT.
3. If there any interpretation-related inconsistencies or doubts between the GT and the order placed by the Client, the provisions of the GT shall apply.
4. The herein GT shall apply solely to business entities (hereinafter referred to as the Clients). The GT shall not apply to natural persons, entering into legal transactions with the entrepreneur, not connected directly with its business operations or professional activity (hereinafter referred to as the Consumers).
5. The resale of goods by the Client to further buyers of EMPOL goods shall be performed based on the conditions, individually agreed between the Client and further purchaser of goods, without any violation of the GT by the Client.
6. The herein GT shall apply to the deliveries of the following EMPOL products:
 - 1) windows: PVC, PVC with an aluminium layer, aluminium and wooden
 - 2) door: balcony (PVC, PVC with aluminium layer, aluminium and wooden), entrance door (PVC, PVC with aluminium layer, aluminium, wooden, steel, etc.), the PSH [Projected Side Hung] and the HST [Lift and Slide] sliding door (PVC, PVC with aluminium layer, aluminium and wooden), folding door (PVC, PVC with aluminium layer, aluminium and wooden)
 - 3) window accessories (including: glass, handles, couplings, diversifications, PVC and aluminium filling, etc.)
 - 4) additional window components (including: diffusers, mosquito nets, windowsills, etc.) 5) blinds, façade blinds, garage doors 6) winter gardens, aluminium canopies.

§ 2. Price-lists

1. All types of price-lists and delivery terms and conditions made available to the Clients by EMPOL or included in the catalogues or business offers shall be for indicative information only and shall not be treated as an offer or a contract in the meaning of the provisions of the Civil Code. As such, they are not binding for EMPOL – they solely constitute an invitation to business talks. Solely the prices and delivery terms and conditions stated in the confirmation of the order conditions shall be binding for the Parties.
2. All photos and cross-sections of the goods posted on the EMPOL website, included in catalogues, brochures, drawings, price-lists or promotional campaign materials are for information only. They do not define the properties of the goods ordered and may not constitute any grounds for Client's claims.

§ 3. ORDERS

1. Orders may be placed via fax and email to the number/address provided to the client by EMPOL or via order design and processing software applied by EMPOL.
2. Orders placed via email or fax should be placed on the order form of EMPOL company which, in the event of sending a request or order, should be each time filled by the Client and delivered to the EMPOL company.
3. The order should include the data, precisely and clearly defining the subject of the order, as per the business offer presented or valid price-list of EMPOL, including:
 - 1) the type of the goods (as per § 1 section 6)
 - 2) the colour of the goods (as per the Schüco foil sample book for PVC windows or RAL palette for aluminium windows) as well as the type of coating: smooth, structural, etc.)
 - 3) the type of glazing (single pane, multiple glazed panels: single or double) and its parameters (U-value of thermal insulation, the acoustic value in dB, safety glazing, TRAV (accident-proof) glazing, ornaments, etc.)
 - 4) the standard of equipment (window fittings: standard or with a certain resistance class, hidden, retracting; additional elements such as: reed relays, diffusers, drainage from the front or in the bottom, etc.)
 - 5) the number of components
 - 6) the drawing of the structure
 - 7) the geographical location of the construction project and details of environmental factors such as: sunlight, precipitation, wind, etc. (resulting in reduced functionality of the structure)

The Client shall be fully responsible for defining and providing the parameters based on which Empol shall design the structures.

The subject of the order must meet the criteria of the production technology offered by EMPOL.

If goods of the atypical structure are ordered, requiring production as per a certain template – the Client shall have the obligation to deliver to EMPOL such template representing the actual shapes and dimensions of the structure ordered. The template shall be made by the Client

from a rigid material, e.g. a cardboard or plexiglass board as per the actual shapes and dimensions of the structure ordered. EMPOL shall not be responsible for the template which is made incorrectly and delivered by the Client and shall neither make any corrections in the delivered template nor cut the templates out.

4. The order via email or fax shall be placed by way of sending. The order shall be:
 - 1) made in a legible, clear and explicit form,
 - 2) in case of the first order placed by the Client, it should include the exact name of the company, its address, NIP [Tax ID No.], phone and fax number, email address, surname, place and address of the delivery, as well as the name of the committee. The delivery address shall be the address of the Client's headquarters or, in exceptional cases, another address agreed between EMPOL and the Client and indicated in the order as the delivery address (hereinafter referred to as the place of delivery). If the Client places the first order, it shall have the obligation to send immediately to the EMPOL company the copies of the company registration documents and the certificate of European NIP number assignment.
 - 3) in case of further orders placed by the same Client, it should include an exact name of the company, place and address of the delivery, if different from those indicated in previous orders, as well as the name of the committee.
 - 4) signed directly by the Client or persons authorised by the Client to place orders in its name.
5. To facilitate the process of order placing, EMPOL may provide the Client with access to the tools in a form of order forms and window frame configuration software. The tools constitute the sole property of EMPOL.
6. The Client undertakes, within 3 days from the date the herein contract is terminated or expires, to return to EMPOL the tools mentioned in section 5. The purchase of advertising materials shall be regulated by a separate marketing agreement concluded between the Parties.
7. Orders placed by the Client are final, solely the moment the Client receives an order confirmation from EMPOL and when the Client gives its consent to fulfil the order. EMPOL's order confirmation and consent of the Client to fulfil the order shall be sent each time via email or fax. EMPOL's order confirmation furnished to the Client shall mean that the order placed complies with the above-mentioned conditions for placing orders.
8. In the order confirmation, EMPOL shall inform the Client about the anticipated date of the delivery of the subject of the order. The deadline may be changed by EMPOL if it does not receive from the Client the consent for the fulfilment of the order within 2 days from the day EMPOL furnished the order confirmation to the Client or if the Client makes any changes to the order confirmation. The deadline provided by EMPOL is for information only and may not be the basis for the Client's claims.
9. If the Client makes any changes to the order confirmation received from EMPOL, the Client shall grant to the EMPOL company a consent for the order fulfilment after considering the changes introduced. EMPOL shall submit to the Client the changed order confirmation for information purposes – however, it is no longer required from the Client to grant repeated consent to the fulfilment of the order. In such case, the Client shall bear full responsibility for the changes and accepts any price-related differences, resulting from such changes.

10. If the Client makes many changes to the order confirmation, the Client may require EMPOL to make changes to the order confirmation and re-send the new order confirmation.
11. EMPOL reserves the right to refuse to fulfil any order placed by the Client, without giving any reason. EMPOL may refuse to fulfil the order, particularly if there are any doubts as to the solvency of the Client or errors in the content of the order, as well as if fulfilment of the order goes beyond the technological potential of the structures offered by EMPOL. EMPOL shall bear no responsibility for any refusal to fulfil an order also if such refusal was made already after the obligation of the Client has arisen, in terms of resale of the goods of the EMPOL company to further buyer.
12. If the construction in the request of the Client does not meet the standards of the system supplier and if EMPOL shall have any doubts as to the statics and operation of the structure, EMPOL may suggest to the Client alternative solutions, providing the information about the design flaw or deviation from the standard. If the Client, despite the deviation from standards defined by the system supplier, agrees that EMPOL shall deliver the mentioned structure, such structure may be offered by EMPOL at the sole responsibility of the Client, excluding any warranty and guarantee, provided that it is possible to construct and manufacture it. If the Client accepts the order confirmation including the information about exclusion from warranty and guarantee, it shall be deemed that the Client waives any claims by virtue of warranty and guarantee.
13. EMPOL shall have the right to request that the Client places the order again or modifies the given order (via email or fax). Such request may be presented to the Client during a phone call.
14. If the order must be placed again or modified, the final date the order is placed shall be deemed as the date when the last order was placed or the date when the last modified order was placed.
15. The Client shall bear full responsibility for the verification whether the order confirmation's content complies with the order placed by it or individual agreements between the Parties, expressed in a written form, otherwise deemed null and void, as well as for the price correctness. If there are no objections of the Client, it means that the Client accepts the terms of the order and it shall be deemed as the Client's consent to the fulfilment of the order and to the conclusion of the contract with EMPOL, as per all the provisions of the herein GT.
16. EMPOL reserves the right to withdraw from the offer's preparation based on the LV costestimate [in German Leistungsverzeichnis – specification of works], particularly if it is extremely complex or due to unfamiliarity with the DIN standards defined in the LV costestimate. If the offer is prepared based on the LV cost-estimate, the responsibility for the compliance of the order with the LV cost-estimate and the DIN standards included therein shall rest solely in the Client.
17. The Client may not submit any changes to the order after it has expressed the consent to the order fulfilment, particularly to the changes concerning the type, colour, quantity, dimensions, etc. of the ordered goods. In emergencies, after prior agreement with the EMPOL company on

the conditions and costs of such change to the order, EMPOL may agree to make changes to such order. If in EMPOL's opinion, accepting changes is not possible, the terms and conditions of the order already placed, including the remuneration, shall remain unchanged, and the Client may place a new order in terms of the requested modification, subject to the rules defined in the herein GT.

18. Subject to other provisions of the herein GT, EMPOL shall not be responsible for failure to fulfil or improper fulfilment of the order, including delay in the performance of contractual obligations resulting from the reasons beyond its control, including such which are attributable to the Client and third parties (in particular for reasons attributable to material providers, who are cooperating with EMPOL), as well as reasons being the result of events deemed as force majeure.
19. Force majeure shall mean an exceptional external occurrence which could not have been foreseen and which could not have been prevented even when exercising due care.
20. If any event of force majeure nature occurs, EMPOL shall notify the other party about its commencement and (if possible) define the time of its existence.
21. If the force majeure event occurs, the date agreed for the fulfilment of the subject of the contract shall be postponed by the time for which such force majeure made it impossible to continue such fulfilment.
22. If the deadline of order fulfilment cannot be met, EMPOL undertakes to notify the Client respectively prior to its expiry.

§ 4. PRICES

1. Orders shall be fulfilled as per the prices indicated in the order confirmation, compliant with the price-list of EMPOL, applicable on the day the order was placed. Except where otherwise agreed in writing, otherwise deemed null and void, the cost of transport is not included in the price of the goods.
2. Prices of the products resulting from the price-list adopted by EMPOL, on the day when the Client places an order, may be reduced by the value of the base discount, as mentioned in section 3 below or potentially by the value of other additional discounts, i.e. promotional discount applicable on the day the order was placed, company discount for the order volume or early payment discount. The discounts, mentioned in the herein clause, shall be granted in the sequence indicated in the preceding sentence. The aforementioned discounts shall not be aggregated.
3. The base discount is a rebate deducted from the EMPOL prices. If EMPOL grants base discount to the Client, the value of the discount shall be defined by EMPOL in the order confirmation. The base discount shall include each time 3% of the service-related fund assigned to cover the expenses related to complaint-handling services regarding the elements, including the costs of

labour, travels, accommodation and other costs incurred by the Client to close the complaint procedure.

4. Promotion-related discount, applicable on the day the order is placed, shall be granted to the clients under the same terms and conditions, but shall be calculated from net prices after the base discount. The promotion-related discount may be connected with a periodical promotional campaign held by EMPOL (e.g., for a given assortment).
5. EMPOL may grant to the Client a company discount for the order volume. If EMPOL grants a special discount to the Client, the value of the discount shall be defined by EMPOL in the order confirmation.
6. EMPOL may grant to the Client a percentage rebate for early payment (discount) as per the deadline and amount defined by EMPOL. The discount is calculated based on the net price of the goods after deducting previous rebates.
7. Product prices included in the EMPOL's price-list are the net prices and shall be increased by VAT tax as per the rate applicable on the day the tax liability arises.
8. If the price on the invoice is defined in other currency than PLN, the value of the order on the invoice shall be converted at the NBP currency on the day preceding the invoice issuance date, applicable for a given currency in A table, constituting the equivalent of such amount in PLN. If, after the Client has placed an order and in connection with its fulfilment, EMPOL is charged with additional import fees, European Union value added tax fees, taxes or other civil and public-law liabilities or if the value of such fees, is subject to change, e.g. the prices of raw materials are increased or currency rate is changed by more than 5% of the net price, EMPOL shall be entitled to modify the price of the goods ordered.

§ 5. PAYMENT TERMS

1. The payment for the goods purchased, included in each individual order, shall be made to the following bank account of EMPOL:
EUR currency account in Germany
SPARKASSE OBERLAUSITZ – NIEDERSCHLESISIEN
IBAN: DE 35 8505 0100 0232 0252 23
SWIFT/BIC: WELADED1GRL

Recipient:
EMPOL BIS S.A.
Źródła, ul. Inwestycyjna 1
55-330 Miękinia
NIP [Tax ID No.] 913-161-66-86
2. Order fulfilment, dispatch of goods or the collection of the goods by the Client itself may be commenced when the full price is credited to the account of EMPOL, defined in section 1, for the goods ordered or an advance payment by virtue of the sale price, depending on the terms and conditions of a given order. If the terms and conditions of the given order provide for

advance payment by virtue of the sale price, the payment of the remuneration shall be made according to the method as follows:

- 1) 40% of the given order value, payable based on the confirmation of order terms by virtue of advance payment, stating the order number, within 7 days from the day EMPOL furnishes the order confirmation.
 - 2) 60% of the given order value, payable prior to the dispatch of goods by EMPOL or prior to the collection of the goods by the Client, based on the invoices issued by EMPOL. EMPOL reserves the right to commence the fulfilment of the order, including, launching the production of the ordered goods, solely after 100% of the order value or advance payment is made.
3. The date of payment, in the meaning of the herein GT, shall be deemed as the day when the money is credited to the bank account of EMPOL.
 4. Detailed payment terms, other than the ones stated above, may be agreed by the Parties when the Client places the order. Regardless, however, of detailed payment terms previously agreed by the Parties, EMPOL may, at any time, make the release of the products conditional upon prior payment of the entire price for the goods, if, in EMPOL's opinion, the Client's financial standing has worsened (which is indicated, in particular, by the fact that the Client delays with on-time payments of its financial liabilities) or the payment of the price for the goods is, in the opinion of EMPOL, threatened for other reasons.
 5. EMPOL shall, each time, become responsible for the fulfilment of a given order when all the below mentioned conditions are met jointly, subject to section 6 item 1 below:
 - 1) the Client places the order in line with the terms and conditions defined in § 3 above
 - 2) the Client meets its financial liabilities, mentioned in section 2 above
 - 3) EMPOL has furnished the Client with order confirmation
 - 4) the Client has furnished EMPOL with its consent for production
 6. If the Client is in delay with any payment of the liabilities due against EMPOL:
 - 1) EMPOL – regardless of the provisions of section 2 and section 5 above – shall have no obligation to fulfil any of the orders placed by such Client, even if they had been already confirmed by EMPOL. The price paid by the Client for such unfulfilled order shall be first credited to all due liabilities, despite the fact that the Client indicated the order to which the advance payment should be credited.

EMPOL shall be entitled to charge the Client with interests for the delay in payments, amounting to maximum statutory interests for a delay. From the day the right to the interests for the delay arises, EMPOL shall have the right to receive from the Client the lump-sum amount of EUR 100.00 (say: EUR one hundred) for the costs of the recovery of receivables to which it is entitled regardless of the costs actually thereby incurred by EMPOL. The right to interests for the delay or the right to compensation of the costs related to the recovery of receivables shall be exercised without prejudice to any other legal actions which EMPOL may undertake towards the Client. The amount of the interests charged for the delay and the compensation for the recovery of receivables, which the Client shall be obliged to pay to EMPOL, shall be documented by a bookkeeping note issued by EMPOL.

7. Without the consent of EMPOL, expressed in writing, otherwise deemed null and void, the Client may not make any deductions from the liabilities, it is obliged to pay.
8. The Client shall not be entitled to suspend the payments by virtue of warranty claims, claims resulting from quality defects, quantity deficiencies or damages during transport.
9. The Client hereby undertakes to pay the price for the goods delivered and the services rendered plus the due VAT tax within the indicated payment date.
10. The Client declares that it authorises EMPOL to issue invoices without a signature for the orders fulfilled.
11. The Client declares that it agrees that EMPOL may send the invoices via email.

§ 6. THE DELIVERY OF GOODS

1. The delivery/collection of the goods shall be carried out within the deadline confirmed by EMPOL when it receives the Client's consent to the fulfilment of the order and when the Client pays the advance if required. EMPOL shall notify the Client, via email or fax, about the upcoming delivery of goods at least 2 days prior to the scheduled delivery date.
2. Such notification, mentioned in section 1 above, shall bind the Client to collect the ordered goods within the confirmed delivery date.
3. If EMPOL is bound to deliver the goods, it undertakes to deliver the goods to the place of delivery indicated in the order confirmation. When the transport of the goods has been already commenced by EMPOL, any change to the place of delivery is unacceptable, unless EMPOL expresses its consent to such change in writing, otherwise, deemed null and void.
4. As the fulfilment of the delivery of goods by EMPOL, the Parties shall deem the fact that EMPOL makes the goods available to the Client in the place of delivery within the deadline indicated in the order confirmation. Fulfilment of the delivery of goods, as per the herein section, shall constitute the order fulfilment, mentioned in § 3 above. The date of the goods delivery to the Client shall be the date when the order is fulfilled and EMPOL performs the obligation to deliver the goods, as per the order confirmation (hereinafter referred to as the Delivery Date).
5. The Client shall undertake the responsibility for the delivered goods the moment they are made available to it in the place of delivery.
6. Legible signature, including name and surname of the person collecting the ordered goods, i.e. the Client or the person authorised by the Client to collect the goods, placed on the goods release document as well as if there are no objections as to the delivered goods, shall be the evidence of their release, as per the accepted order, as complete and not damaged. It shall be hereby agreed that the person collecting the goods at the place of delivery, in the name of the Client, is authorised to make such collection and to sign the goods release documents.

7. If there is any delay in the collection of the goods ordered, longer than 21 days from the scheduled date and if a written goods collection request delivered to the Client to collect the goods within 14 days from the day the notice is served, proves to be ineffective, EMPOL shall have the right to sell the goods to third parties and to recognise the amount earned against the goods storage-related receivables and a potential contractual penalty charged for the delay in the collection of goods, mentioned in § 9 section 4.
8. Ineffective expiry of the additional 7-day deadline for the Client to collect the goods ordered, shall mean that the Client cancels the order and shall result in the Client's obligation to pay the contractual penalty amounting to the expenses incurred by EMPOL by virtue of accepting the order for production or producing the goods covered by the order placed and potential expenses of their storage, however, not less than 80% of the gross value of a given order. If the Client fails to collect the goods, it shall not release the Client from the obligation to pay the price for the goods and potential additional expenses, including costs of transport. The Client undertakes to pay the contractual penalty within 3 days from the day it is requested to pay. If the amount of the reserved contractual penalty does not cover the damage suffered, EMPOL shall have the right to seek supplementary damages on the general basis of the Civil Code, including the reimbursement of the profit lost. The absence of damage does not waive the above-mentioned responsibility for contractual penalties.

§ 7. TRANSPORT AND COLLECTION OF THE GOODS

1. If EMPOL shall handle the transport of the goods, the cost of such transport to the place of delivery shall be borne by the Client.
2. The Parties may agree in writing on the detailed delivery terms, other than the terms indicated above.
3. Unloading of the goods shall be handled by the Client at its own expense and risk.
4. If the goods are delivered by EMPOL, the Client shall have the obligation to ensure adequate conditions for the collection of the delivered goods. The Client undertakes, in particular, to secure the collection zone in a way so the delivery of the goods by EMPOL does not involve any damages on the part of the Client, EMPOL and third parties.
5. The Client shall have the obligation to ensure access roads to the place where the goods are collected as well as the effective collection of goods. If there is no possibility or if there are any gross problems related to the transport of the goods to the place of delivery, resulting, inter alia, from road traffic rules or topography (no entry, too narrow or too steep entry, etc.), the Client shall have the obligation to identify immediately another place of delivery. The new place of the delivery of goods, identified by the Client, must be located within up to 15 km distance from the original place of delivery indicated in the order confirmation or agreed with EMPOL according to § 6 section 3 above. If the Client fails to identify another place of delivery within the aforementioned distance and the goods are returned to the Producer, the Client shall be charged with the costs of the delivery. The Client undertakes to pay the costs within 3

days from the date of the request for payment. Repeated deadline for the delivery of the same goods shall be re-confirmed by EMPOL.

6. When collecting the goods, the Client shall have the obligation to meet the guidelines of EMPOL, regarding the rules for the collection and evaluation of the goods. Any objections as to the compliance of the goods with the order, in particular, completeness and any visible damages, shall be noted by the person authorised by the Client to collect the goods. The relevant document for this purpose shall be the goods dispatch note [in Polish WZ – wydanie zewnętrzne] issued by EMPOL. The goods dispatch note shall be immediately delivered to EMPOL in person or via fax or email, however, not later than within 3 days from the goods collection date. Violation of EMPOL guidelines shall be deemed as the basis for rejection of complaint by EMPOL, in particular, failure to carry out the procedures related to the inspection of the goods during their collection, indicated in generally applicable provisions of law or in the above-mentioned guidelines of EMPOL, regarding the rules for the goods collection and evaluation. Violation of EMPOL's guidelines shall mean that the Client loses its right to claims against EMPOL for failure to perform or improper performance of goods delivery service.
7. The moment the goods dispatch note is signed, mentioned in section 7, the Client shall assume the risk of the loss, damage or destruction of the purchased goods.
8. Objections as to the compliance of the goods with the order, mentioned in section 7 above, shall not release the Client from the obligation to pay the price of the goods.
9. If the Client collects the goods by its own, within the deadline mentioned in § 6 section 1 of the GT, i.e. by its own transportation mean, at the expense and risk of the Client, the Client shall have the obligation to notify about arrival by phone, fax or email at least 3 days prior to the scheduled collection date. It is possible to collect the goods from EMPOL's headquarters, solely during warehouse and logistic departments' business hours. There is no possibility to collect the goods, without prior notification.
10. EMPOL shall deliver the goods on metal or wooden stands, bearing the manufacturer's statutory plate, including the stand's number. An invoice shall be issued for the stands with 30-day payment term. If the Client returns the stands within the above-agreed deadline, the Client shall receive a zero-value invoice. The zero-value invoice shall be issued by EMPOL provided that the stands are returned to EMPOL by the Client, along with noting on the goods dispatch note [WZ], in the presence of the driver of EMPOL or EMPOL's logistics partner, the exact quantity and number of the stands which are being returned to EMPOL. If the Client fails to return the stands within 30 days from their delivery by EMPOL or if they are returned damaged, the Client shall have the obligation to immediately pay the invoice for the stands or an invoice indicating the costs of the stands' repair.

§ 8. SECURITY

To secure all receivables of EMPOL, to which it is entitled from the Client, and which arose in connection with the fulfilment of the orders placed by the Client, EMPOL reserves the right to:

- 1) recognise as first, all money paid by the Client for any liability due – also if the Client identifies for which of the due liabilities, the advance or the price of the goods were paid,
- 2) transfer them to third parties, without any consent of the Client,
- 3) withhold the deliveries of the ordered goods – until the receivable is paid in full.

§ 9. CONTRACTUAL PENALTIES

1. If EMPOL withdraws from the contract due to the reasons attributable to the Client as well as if the Client withdraws from the contract due to the reasons beyond the control of EMPOL, the Client shall pay to EMPOL the contractual penalty amounting to 100% of the gross value of the given order.
2. If the Client cancels the order, after EMPOL has sent the order confirmation to the Client and after the Client has expressed its consent for the production or after EMPOL has sent the order confirmation to the Client and the Client has paid the advance for the order, the Client shall pay to EMPOL the contractual penalty amounting to the expenses incurred by EMPOL by virtue of accepting the order for production or producing the goods covered by the order placed and any potential expenses resulting from their storage, however, not less than 80% of the gross amount of the given order. The indicator to determine the date when the Client cancelled the order is the date when EMPOL received the information from the Client that it cancelled the order.
3. If EMPOL finds that the Client failed to ensure adequate goods collection conditions, the Client shall pay to EMPOL the contractual penalty amounting to the expenses incurred by EMPOL by virtue of handling the delivery of the goods to the Client.
4. If the Client fails to collect the goods from EMPOL or refuses to collect them within the deadline indicated in § 6 section 1 of the GT, EMPOL shall have the right to place the goods in the warehouse at the expense and responsibility of the Client. If such circumstance occurs, the Client shall pay to EMPOL, the contractual penalty for storage of the goods, amounting to 2% of the gross value of the given order per each day of delay.
5. If EMPOL finds, each time, that the Client has violated the provisions of § 12 of the herein GT, the Client shall pay to EMPOL the contractual penalty amounting to EUR 5,000 (say: EUR five thousand).
6. The Client undertakes to pay the contractual penalty, mentioned in the above sections, within 3 days from the payment request date.
7. If the amount of the reserved contractual penalties does not cover the damage suffered, EMPOL shall have the right to seek supplementary damages on the general basis of the Civil

Code, including the reimbursement of the profit lost. The absence of damage does not waive the above-mentioned responsibility for contractual penalties.

8. If EMPOL fails to fulfil the order or fulfils it improperly, it shall be thereby responsible, provided that such failure or improper fulfilment resulted from its own fault. The responsibility of EMPOL shall be limited solely and only to the value of the order and includes solely the actual damage suffered by the Client and in no event includes the benefits lost by the Client. EMPOL shall not bear any responsibility for any costs resulting from additional contracts and agreements of the Client with the final client, including also, claims of the final client. EMPOL shall also bear no responsibility against the Client and third parties for any direct and indirect damages. EMPOL, explicitly, excludes its responsibility for any damages or expenses resulting directly or indirectly from the application of the product or its defects, including direct and indirect damages as well as the conditional responsibility of any nature, except for the obligatory responsibility resulting directly from mandatory and applicable provisions of law.

§ 10. THE PRINCIPLE OF LOYALTY

1. The Client undertakes to take care about the good name and image of EMPOL as well as to observe EMPOL's copyrights and other intellectual property rights.
2. The Client undertakes that it shall not in any way reproduce and imitate the products, as well as company names, trademarks and other features distinguishing the EMPOL brand.

§ 11. WARRANTY

1. The Producer may grant to the Client the warranty for the manufactured goods being the subject of the distribution by EMPOL.
2. If the Producer grants the warranty, EMPOL shall furnish the Client with the warranty card issued by the Producer, stating detailed conditions of such warranty. Warranty-related declaration of the Producer shall be the basis for the establishment of the warranty relationship between the Client and the Producer of the goods.
3. Responsibility for the warranty for defects, mentioned in the Civil Code, shall be hereby excluded.

§ 12. COMPLAINTS

1. Complaints shall be submitted to EMPOL solely in written form, otherwise, deemed null and void.
2. The complaint notification form shall include all the information, included in the complaint form, available at www.empol.pl

3. Detailed rules regarding visits and the work of EMPOL's service are available at www.empol.pl
4. Quality assessment of the structure shall be made based on the document: Criteria and rules for EMPOL window and door quality assessment, available at www.empol.pl
5. In the event of an unreasonable complaint, the Client shall have the obligation to reimburse all the costs related to the above-mentioned complaint handling procedure as per the pricing presented by EMPOL.
6. Basic costs regarding unreasonable complaint handling procedure and payable service, shall be calculated as follows:
 - 1) The cost of travel:
EUR 0.5 net per each kilometre calculated from the EMPOL headquarters to the Client and back
 - 2) The cost of labour:
EUR 48 net per each hour of serviceman work already commenced
 - a) if there are two or more servicemen, the cost of labour shall be calculated as the product of the number of the servicemen, the number of hours already commenced and the hourly rate
 - 3) The cost of accommodation:
EUR 65 net per person (lump sum) 4)Materials:
As per the consumption
7. The Client undertakes to cover the costs listed in the above clauses, within 7 days from the day EMPOL issues the invoice.

§ 13. THE PRINCIPLE OF CONFIDENTIALITY

1. The Client undertakes to keep all the information disclosed a secret, pertaining to the subject of the contract (Confidential Information). This means that the information obtained from EMPOL shall be used and utilised by the Client solely for the aims connected with the performance of the contract and shall not be transferred or disclosed to any third party without any explicit, prior consent of the other party expressed in writing, otherwise, deemed null and void.
2. Confidential Information, being the subject of protection in the meaning of the herein GT, are all the information which the Client obtains in connection with the establishment of cooperation between the parties, including such information which constitutes a trade secret, furnished in written, electronic form as well as provided to the Client in any other form, pertaining to EMPOL, all the clients, and forms of customer services or EMPOL products.

3. The principle of confidentiality regards also the representations placed by the parties in the performance of the provisions of the herein GT, as well as the contents of the talks carried out by the parties.

§ 14. THE RIGHT TO WITHDRAW

1. If EMPOL is not able to fulfil the order within the defined deadline for the reasons of force majeure occurrence, defined in § 3 of the herein GT, each party may withdraw from the contract concluded, fully or partly. The above right of withdrawal regards also EMPOL's aftereffect impossibility to fulfil the order due to the reasons beyond EMPOL's control. If the abovementioned right of withdrawal is exercised, any liability for damages is excluded.
2. Except for the events indicated in section 1 and the Civil Code, EMPOL may immediately withdraw from the contract if:
 - 1) an injunction of the Client's assets seizure has been issued
 - 2) the Client improperly performs the subject of the contract, including, inter alia, refuses to collect the goods ordered after prior ineffective request served to the Client to perform the contract in a proper manner.
 - 3) the Client delays in payments on behalf of EMPOL longer than 7 days
 - 4) it is found that the financial standing of the Client is bad, threatening that it may become insolvent
 - 5) the Client acts to the detriment of EMPOL or in a way violating the interest and image of EMPOL.
3. If EMPOL withdraws from the contract for the reasons attributable to the Client, the Client withdraws from the contract for the reasons beyond the control of EMPOL, as well as for the reasons which are not the consequence of force majeure, the Client shall have the obligation to pay to EMPOL all the costs, incurred by EMPOL, from the day of withdrawal from the contract, connected with the order and transport of goods, based on the invoice issued by EMPOL.
4. If EMPOL delays the delivery longer than 21 days from the confirmed delivery date, the Client has the right to withdraw from the contract after the additional 14-day period to fulfil the order expires ineffectively, defined in writing with the acknowledgement of receipt.

§ 15. DISPUTES

1. The competent law for the herein GT, and contracts concluded, based on them, shall be the Polish law, regardless of the conflicts of law provisions and shall be interpreted according to them.
2. If the orders are prepared in Polish or foreign language, the wording of the Polish version shall prevail.

3. To all issues not regulated under the herein GT, the provisions of the Polish law shall apply, including the Civil Code.
4. If there are any disputes as to the interpretation or fulfilment of the order or the herein GT, which the parties are not able to resolve by way of negotiations, the disputes shall be resolved by a common court competent for the headquarters of EMPOL, according to Polish law.

§ 16. FINAL PROVISIONS

1. All written representations placed by the parties shall be deemed as effectively placed provided that they are served to the address indicated in the GT and order.
2. To indicate a new address to the other party, the given party shall make notification in writing and such notification shall be effective as of the day it was served.
3. Without EMPOL's consent, the Client shall not be entitled to assign the rights and obligations resulting from the order placed, expressed in writing, otherwise, deemed null and void.
4. The fact that EMPOL refrains from enforcing any of the herein provisions or mutual agreements, may not be treated as the waiver of the right or acceptance of the differences between the existing condition and the agreed conditions of cooperation.
5. The invalidity of any of the provisions of the herein GT, shall not influence the validity of the remaining provisions.
6. Any amendments and supplements to the herein GT require a written form, otherwise, shall be deemed null and void.
7. The Client acknowledges and confirms that it has read the content of the GT. If the Client places an order, it shall be deemed that the Client has accepted the herein GT.
8. The herein GT, along with its attachments, are made in Polish, German and English. The herein GT shall be interpreted according to the Polish language version.
9. The provisions of the herein GT shall supersede all previous contracts and agreements between the Parties pertaining to the scope regulated therein.