

# General terms of trade of Huta Szkła Gospodarczego Rozalia Sp. z o.o.

## I. DEFINITION

1. By "Rozalia" is meant in these terms of delivery: the private limited company Rozalia glassworks having its registered and principal office in Radomsko.
2. By "buyer" is meant in these terms, any (legal) person who has entered into an Agreement with Rozalia or wishes to enter into an agreement as well as any representative(s), authorized person(s) and legal successor(s) on their behalf.

## II. GENERAL/APPLICATION

1. These terms apply to all offers, (sales) agreements, deliveries and activities of Rozalia, unless the parties have agreed otherwise explicitly and in writing.
2. Supplements to and/or deviations from these terms exclusively apply if these have been agreed between Rozalia and the buyer in writing.
3. Terms of the buyer are never applicable.

## III. OFFERS/REALIZATION OF AGREEMENT

1. All offers made by Rozalia are without commitment and therefore do not bind Rozalia.
3. An agreement only comes about at the moment Rozalia confirms the order of the buyer in writing, or at the moment Rozalia begins with the execution of the order.

## IV. QUALITY

1. The quality of the products refer to the samples which were shown.
2. For Hand-made items we use a wall thickness tolerance of 40% up and 40% down.

## V. DELIVERY

1. Delivery takes place ex warehouse, unless has been explicitly agreed otherwise in writing.
2. Statements of delivery dates are determined roughly and are not binding for Rozalia.
3. Exceeding of the agreed delivery term does not give the buyer the right to demand compensation for damages in whatever shape, to non- acceptance nor to entirely annul the agreement, nor to suspend the observance of any obligation of the buyer, in whole or in part originating from the agreement, unless the buyer is entitled to this on the basis of provisions of the law.
4. Rozalia's obligation to deliver will be considered fulfilled by offering the goods once. The receipt signed by the buyer or by the person representing them will be the full proof of delivery. In case of non-purchase, the transport costs, storage and other costs will be charged to the buyer.
5. If the buyer does not make the required data for the execution of the delivery order available to Rozalia on time, the delivery dates are in any case postponed by that period.

## VI. PACKING AND PACKAGING

1. The packing and labelling of the products to be delivered are determined by Rozalia as a 'good entrepreneur' and in accordance with the applicable legal standards.
2. The buyer is responsible for the storage and/or processing of empty/used packaging materials according to the legal provisions that apply to this.
3. The pallets, boxes, crates etc made available by Rozalia for packing and shipment, against a deposit or otherwise, remain the inalienable property of Rozalia.
4. The buyer has the obligation to return this packaging free of charge to the address stated by Rozalia, unless is agreed otherwise.
5. The packaging that is possibly charged by Rozalia will be fully credited, provided that it has been returned carriage paid, in good shape and within one month after the date of the invoice concerned.
6. With respect to received damaged or incomplete packing materials/packaging, Rozalia has the right, in all reasonableness and fairness, to charge the costs of replacement, repairs or completion to the buyer. If Rozalia has charged a deposit, they have the right to deduct these costs from the deposits to be credited and, if necessary, to recover these costs from the buyer.

## VII. PRICES

1. All prices are net and exclusive of VAT and transport and packing cost, unless this has been explicitly agreed otherwise in writing.
2. All prices are based on the prices of materials,

wage costs, transport cost, and currency rates that apply at the time of the offer.

3. If due to a rise of prices these costs have undergone an increase, Rozalia has the right to increase the prices correspondingly. This also applies if this increase was foreseeable at the time of the offer.
4. Rozalia will immediately inform the buyer about the price increase in writing.
5. However, if the cost price increase as meant in paragraph 3 amounts to more than 15% the buyer is authorized to cancel the order within 3 working days after they have become acquainted with it.
6. Taxes that did not exist at the time of the offer are subject to on-charging, as well as to the possible increase of taxes. In this event the provisions under paragraph 5 do not apply.

## VIII. RESERVATION OF TITLE

1. Rozalia reserves the title of the sold items until the time at which the buyer has paid everything they owe to Rozalia on the basis of any agreement, also if delivery takes place in segments.
2. In case of late payment by the buyer, Rozalia will have the right to take back the sold items without any injunction, formal notice, or judicial intervention, all this without prejudice to Rozalia's other rights with regard to late payment. The buyer will make all sold items available to Rozalia and will provide Rozalia access to all rooms that have goods of Rozalia in them.
3. The costs of taking back goods will be charged to the Buyer.
4. If Rozalia cannot dispose of the goods that were paid late because these have been mixed, transformed, discoloured or acceded, the Buyer has the obligation to pawn the newly formed matters to Rozalia.

## IX. PAYMENT

1. All payments must be made by prepayment or by irrevocable and confirmed Letter of Credit, without any deduction, set-off or discount.
2. If after a written reminder to pay the buyer fails to proceed to fully pay the amount mentioned within the term stated in the reminder, this will – without prejudice to any other rights Rozalia is entitled to – have the consequence that:
  - a. all other unsettled accounts in the name of the Buyer at Rozalia's will immediately fall due;
  - b. Rozalia will have the right to charge a default interest against the legal interest rate that then applies, however with a minimum of 1% per month at which the time is calculated in full months, increased by possible administrative and collection expenses;
  - c. all extrajudicial and legal costs to be made by Rozalia, including 15% collection expenses calculated on the unpaid invoice price (with a minimum of € 250), will be to the account of buyer, at which it is not required to demonstrate that these expenses were incurred.

## X. CANCELLATION/TERMINATION OF AGREEMENT

1. Rozalia reserve the right to terminate the agreement(s) with the buyer immediately and without judicial intervention, if the buyer:
  - a. is declared bankrupt, applies for a moratorium and/or files a petition (in bankruptcy), and/or is put under legal regime;
  - b. does not observe any (payment) liability from the agreement adequately, not at all or not on time;
  - c. decides to go into liquidation and/or shut down the buyer's enterprise;
  - d. loses the free disposition of their capital and assets, or if the purchaser is a natural person, is put under legal restraint, or if they decease.
2. All claims that Rozalia might have against the buyer when one or several circumstances mentioned in paragraph one occur, will be fully claimable at once, without prejudice to Rozalia's right to claim the full compensation of damages, and/or loss of profit and compensation of the possible judicial and extrajudicial legal aid.
3. The loss of profit will at least be 15% of the agreed price with a minimum of € 250, (VAT extra), except for proof to the contrary.

## XI. FORCE MAJEURE

1. Among other things, by force majeure is meant the situation in which Rozalia, as a result of extraordinary circumstances such as restricting state measures of any kind, mobilisation, war, revolution, traffic obstructions, problems of suppliers or transport problems and any circumstance that Rozalia could not have foreseen at the time of entering into the agreement, and which they cannot influence and on the basis of which, if they would have been familiar with such a circumstance at the time of entering into the agreement, they would not, or would not under similar terms have entered into the agreement.
2. If observance by Rozalia of one or several of their obligations with respect to one or several of the circumstances listed above cannot be reasonably expected from them, they have the right to annul the agreement in part or in whole, without judicial intervention, by means of a registered letter, or to suspend the execution thereof in part or in whole, without being held to pay any compensation. Rozalia has the right to, in reasonableness and fairness, charge the items that were delivered up to that moment pro rata to the buyer.
3. However, if partial or complete suspension as meant under 2 would alter the meaning of a later performance of Rozalia in such a thorough way that acceptance thereof could not reasonably be expected of the latter, the buyer will be discharged from their purchasing obligation, and the payment liability of the buyer with regard to the non-delivered goods will lapse.

## XII. CANCELLATION

1. If the buyer cancels an order entirely or partially, Rozalia has the right to charge cancellation costs with a minimum amount of € 500 to the buyer, and these costs will be calculated on the net purchase price according to the following schedule:
  - a. until 31 days before the agreed delivery date a percentage of 30%;
  - b. 30 days or less before the delivery date 40%.
2. Any request to change an order entirely or partially after the partial execution/delivery of that order cannot be complied with. This also applies if the product to be delivered is manufactured and/or processed especially for the buyer.
3. Cancellation should occur by registered letter. The date of receipt of the letter is the date of the cancellation.

## XIII. LIABILITY AND APPEAL

1. Rozalia's liability as a consequence of non-delivery, late delivery or improper delivery will never exceed the net sales price and/or net invoice price of the relevant goods. Moreover, the liability for damages caused by deficiencies of goods and packaging is limited to the direct damage to persons or goods.
2. Except for provisions of imperative law with regard to (product) liability, Rozalia is not liable for damage as a result of improper use or improper processing of the delivered goods, whether this is in contravention of the standards and values that apply in the branch of trade or not.
3. Within five working days after receipt of the goods the buyer should notify Rozalia of possible observations with respect to the delivery. In order to limit the damage, the buyer will follow the instructions given by Rozalia with respect to the goods and packaging.
4. Notifications made by or on behalf of Rozalia concerning the quality, composition, handling in its broadest sense, possibilities for application, characteristics etcetera of the goods do not bind Rozalia, unless such has been explicitly stated in writing in the form of a guarantee.
5. If delivery is required of goods that have to be manufactured according to data, drawings and/or models provided by the buyer, the buyer indemnifies us against any liability of any third party due to violations of their patent rights and/or copyrights.

## XIV. GOODS NOT PICKED UP

1. In case the buyer has ordered the goods but they have not been picked up by the buyer within 14 days after completing the production, the buyer is obliged to pay to Rozalia a penalty fee of the amount of 20% invoice value which covers the goods which have not been picked up.

## XV. RETURNED GOODS

1. Return shipments without Rozalia's prior written permission are not allowed.
2. If a return shipment takes place without permission, the costs of it are on the expense of the buyer. Furthermore, Rozalia has the right to charge administrative costs and the right to store the goods freely and on the expense of the buyer (if necessary by garnishment), and to keep them at their disposal.
3. Return shipments without the permission of Rozalia do not release the buyer in any sense from their (payment) liabilities.
4. Return shipments vice versa always travel at the risk of the buyer.

## XVI. APPLICABLE LAW AND DISPUTES

1. Exclusively Polish law applies to agreements between Rozalia and the buyer.
2. All disputes that may arise as a result of an agreement or that are related to that, will be tried by the competent court in Radomsko.
3. In the event of differences of interpretation about the text, only the Polish text will be decisive.
4. All commercial terms will be interpreted in accordance with the Incoterms of the International Chamber of Commerce, Edition 2000, unless has been agreed otherwise in writing.
5. The applicability of the Vienna Sales Convention is explicitly excluded.

## XVII. FINAL PROVISION

If Rozalia does not at all times require the observance of this text, this does not entail that these terms would not be applicable, or that Rozalia would lose the right to demand the strict observance of these terms in future cases, whether these are similar or not.