
Uponor Infra Sp. z o.o.

ul. Dzielna 60, Warszawa 01-029



Tel: +48 22 864 52 25

Fax: +48 22 835 00 59

1. The present **General Sales Conditions** (hereinafter referred to as GSC) refer to any sales agreements concluded by Uponor Infra Sp. z o.o. and constitute the full exhausting regulation of the terms of the obligatory relationship between the parties in this area, except for the cases, where Uponor Infra Sp. z o.o. agrees in writing to the change of the conditions contained in the GSC. Any other changes shall be regarded as invalid and may not constitute the grounds for any claims.

2. **Terms:**

- a) **Offer** – a trade offer determining the terms of purchase, on which the Supplier undertakes to deliver the Goods to the Buyer. Any catalogues, advertising folders, price lists, announcements and publications of the Supplier do not constitute the offer as defined by article 63 of the Civil Code.
 - b) **Buyer** – the entity purchasing the Goods.
 - c) **Supplier** – Uponor Infra Sp. z o.o.
 - d) **Agreement** – any sale agreement concluded by Uponor Infra Sp. z o.o. with any Buyer.
 - e) **Goods** - the products mentioned in the Order Confirmation or any other Agreement. The individual batches are also the Goods, if the goods are delivered in batches.
 - f) **Order** – a declaration of will of the Buyer about the willingness to buy the Supplier's Goods delivered in the clear and legible form to authorised representatives of the Supplier or electronically, by fax or mail.
 - g) **Delivery** – any delivery to the target destination indicated by the Buyer in the Agreement or the release of the Goods to the Buyer or a carrier identified by the Buyer in the area of the Supplier's production facility.
 - h) **Order Confirmation** – declaration of will of the Supplier about the willingness to sell the Goods to the Buyer submitted in electronic form, by fax or mail, constituting the answer to the Order.
 - i) **Service** – any services provided by the Supplier for the Buyer, including specifically the services of the Supplier's servicing division.
 - j) **GSC** – the present General Sales Conditions.
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3. **Offer**

Any Offer prepared and delivered to the Buyer in electronic form, by fax or mail, is binding for the Supplier, who shall be bound by it throughout the period defined in the Offer. If the validity period is not defined in the offer, it is assumed that this period is 14 days from the date of the submission of the offer to the Buyer.

4. **Conclusion of the Agreement**

- a) The agreement is regarded as concluded when the authorised representatives of the Supplier shall sign and send back the Order Confirmation to the Buyer electronically, by fax or mail.
 - b) The lack of Order Confirmation by the Supplier upon the receipt of the Order or the lack of clear acceptance by the Supplier of the Buyer's modification in the terms of the Order shall mean the refusal to accept the Order for execution. In this situation the Buyer will not be entitled to any claims against the Supplier in relation to the filed Order.
 - c) The General Sales Conditions form an integral part of the concluded Agreement.
 - d) The Order Confirmations signed and sent by the persons unauthorised by the Supplier shall not be binding.
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5. **Conditions of the Order and the Delivery**

- a) The Supplier is entitled to change the date of Delivery of the Goods with a minimum 2 day advance notification subject to a prior written or email notification of the Buyer.
- b) The Supplier will be responsible for the delivery of the Goods according to the conditions defined in the Offer. If the detailed conditions are not defined in the offer then the supplier's responsibility shall conform to EXW - INCOTERMS® 2010.
- c) The Buyer, pursuant to the conditions of representation of his company, shall appoint in writing the persons authorised to collect the Goods and sign on his behalf the documents confirming the collection. The building site manager, foreman or their deputies and other persons performing similar functions on the Buyer's side, are regarded as persons authorised to perform the aforementioned activities without the need of separate appointment.
- d) The Buyer is required to control the compliance of the delivered Goods with the delivery documents (or Goods release documents) and in the case of determining any irregularities is required to make appropriate entries in these documents. The

failure to comply with this obligation shall release the Supplier from the responsibility on account of any claims regarding the quantity, type and damage of the Goods delivered in the Delivery, except for hidden defects. The provision above shall not prejudice any warranty claims.

- e) The Buyer is required to notify the Supplier in writing, by mail or email, within 3 business days from the Delivery date, about any identified discrepancies regarding the quality (open defects) of the delivered Goods in relation to the Order. The failure to comply with this requirement shall release the Supplier from responsibility on account of any claims regarding the quality, quantity and type of the Goods delivered in the Delivery, except for the hidden defects. The provision above shall not prejudice any warranty claims.
 - f) Minor discrepancies in the weight, colour or dimensions of the Goods are natural and result from the technological constraints and therefore do not constitute the grounds for the claims, unless the Agreement stipulates otherwise.
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6. Price and terms of payment

- a) The Supplier or his authorised credit insurer shall analyse the financial documents of the Buyer in order to determine the level of the merchant credit.
 - b) The Buyer who is not granted merchant credit or when the level of the granted credit is insufficient for proper execution of all Orders submitted to the Supplier or - on Supplier's request - is required to provide the Supplier or his authorised insurer with reliable and irrevocable financial collateral in the form of: bank guarantee or a pledge or insurance policy or assignment or a tripartite agreement with a reliable payer or other collateral accepted by the Supplier or the insurer. In the case of the failure to comply with this requirement or when the collateral is insufficient, the Buyer is required to make the full prepayment of the Order's price including VAT before the Delivery, by the deadline agreed upon separately under the penalty of not executing the Delivery.
 - c) Unless a separate agreement stipulates otherwise, the Supplier is entitled in respect to the deliveries executed for the period longer than 3 months to adjust the prices during the execution of the Order or during the Delivery of the subsequent batches of the Goods in the case of:
 - c.1. material increase of the costs affecting the execution of the Order.
 - c.2. If the cost of the Delivery is incurred by the Supplier and the Buyer divides the Deliveries of the Goods into quantitative batches other than defined in the Offer and therefore would prevent the Supplier from the execution of the Deliveries in the quantity of vehicles agreed upon in the Agreement.
 - c.3. The Buyer makes changes to the specification of the ordered goods.
 - d) The Supplier notifies the Buyer electronically, by fax or mail about the new prices.
 - e) If the Buyer does not make the payment by the set deadline, the Supplier will be entitled to charge maximum interest from the purchase price for the period starting from the maturity date of the claim to the date of actual inflow of the funds to the Supplier's account.
 - f) If the Buyer filed more than one Order to the Supplier, the latter will be entitled to declare as due all liabilities of the Buyer, irrespective of their payment deadline, if:
 - f.1. the Buyer fails to pay by the deadline any invoice or other liability in respect to the Supplier;
 - f.2. the Buyer is declared bankrupt or if a motion to declare his bankruptcy has been filed;
 - f.3. the Supplier obtains information indicating at material deterioration of the financial situation of the Buyer.
 - g) Irrespective of the above, the Supplier is entitled in situations mentioned in point 6f) to cease from the fulfilment of the remaining portion of his performance and withdraw from the remaining part of the agreement / thus unilaterally terminating the agreement. At the same time the Supplier will keep the right to full remuneration for the fulfilled part of the performance, which can be called by the Supplier with immediate effect. The withdrawal from the agreement shall be regarded in this situation as withdrawal due to reasons attributable to the Buyer.
 - h) In a situation described in point 6g), the Supplier can condition further execution of the agreement from the delivery by the Buyer of additional collateral or guarantee for the Buyer's obligations resulting from the Agreement.
 - i) The Supplier reserves the ownership of the Goods until the payment of the entire amount due. These Goods, until the entire amount due is paid, should be stored by the Buyer in a separate place and released to the Supplier immediately on his request.
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7. Contractual indemnities, liability of the Parties

- a) If the Goods are not collected by the Buyer by the deadline indicated in the Order Confirmation or in the case of the failure to notify the readiness to collect the Goods by that deadline, the Supplier shall send to the Buyer by post or email the collection request. The failure of the Buyer to answer the request within 14 calendar days shall entitle the Supplier, without prejudice to the provisions of point 4 of the GSC, to charge the Buyer with contractual indemnity at the level of the equivalent of the remuneration agreed upon between the Parties.
- b) If the Buyer confirms the readiness to collect the Goods and the Goods are not collected upon their delivery to the indicated location or preparation of the Goods for the collection, the Supplier will be entitled to increase the contractual indemnity mentioned in point 7a) by the amount resulting from the additional transport or preparation of the goods.
- c) In the case of the Buyer's failure to collect the Goods by the agreed upon deadline, the Supplier will be entitled to additional

remuneration on account of the storage of the Goods, counted for each day of the storage of the Goods after the expiry of the agreed upon deadline, at the level of 0.5% of the value of the stored Goods per day.

8. Scope of the warranty and limitations of liability

- a) The warranty period for the Goods is 24 months from the date of Delivery to the Buyer and shall be counted separately for each delivered batch of the Goods. The Supplier reserves the right to change the length of the warranty period for the selected Goods.
- b) The detailed terms of the warranty are described in the Warranty Conditions of Uponsor Infra Sp. z o.o.
- c) Any defects of quality, whose identification was not possible during the control at the time of unloading or collection of the Goods and hidden defects should be notified by the Buyer in writing, by email or fax within 3 business days from the date of their identification. The failure to comply with this obligation shall release the Supplier from the warranty liability and any claims for potential losses resulting from the use of the defective products.
- d) The delay in the Delivery of any Goods no longer than 14 days shall not constitute the grounds for Buyer's claims for indemnity, unless separate agreements stipulate otherwise. In this case the total liability of the Supplier may not exceed 3% of the price of the delayed Goods. This shall be the only indemnity of the Supplier for the Buyer in this case.
- e) The total liability of the Supplier for any loss of the Buyer resulting from any event shall not exceed under any circumstances the price of the Goods, in respect of which the losses and damage and any other claims are identified. The aforementioned limitation of liability shall specifically refer to the delays or negligence of the Supplier with the Delivery of the Goods or Delivery of defective Goods, whether the defects were visible or hidden. The Supplier under no circumstance will be liable for accidental, direct or indirect loss of the Buyer such loss of profit, interruption of the production process, penalties, fees and other indirect losses or damage.
- f) The Parties exclude the application of the provisions of article 556-576 of the Polish Civil Code in their mutual relations.

9. Servicing

The conditions of execution of servicing function are defined in the General Conditions of Work of the Servicing Group of Uponsor Infra Sp. z o.o. for individual technologies: mechanical welding, extrusion welding, butt welding and installation of VipLiner module.

10. Force Majeure

The Parties are entitled to cease from the Delivery or collection of the Goods in the cases of occurrence of Force Majeure such as accidents and breakdowns at the production plant, breakdowns of energy networks, industrial disputes, local events of political background, actions of local authorities, special weather conditions e.g. snow storms, delays resulting from the actions of government authorities, which clearly prevent the execution of the obligations of the Parties. In these cases the parties shall not raise any claims against each other.

11. Final provisions

- a) The Supplier shall remain the Owner of all intellectual property rights associated with the Products, specifically any software, drawings, calculations, technical information and other documents, tools and studies delivered to the Buyer by the Supplier within the scope of and during the execution of the Agreement.
- b) The Buyer will not be entitled to use the aforementioned documents, tools and studies and know-how regarding the Goods for the purposes other than installation, start-up, use or operation of the Goods without a prior written consent of the Supplier. The Supplier specifically is not entitled to copy and disseminate in whole or in part of the documents, tools, studies and know-how regarding the Products without a prior written consent of the Supplier.
- c) The place of conducting business activity by the Supplier shall be the place of execution of all services and obligations resulting from or related to the Agreement, unless the Agreement stipulates otherwise.
- d) In the case of any disputes or inconsistencies the Agreement in the Polish language version shall be always superior to other language versions. In the case of drawing up the agreement in the English language version in addition to a version drawn up in a language other than Polish, the English language version shall be regarded as the governing version.
- e) The appropriate provisions of the Polish Civil Code shall apply to the issues not regulated by these General Sales Conditions.
- f) Any disputes arisen in relation to the execution of the Agreement shall be referred for settlement by the court with material jurisdiction in Łódź.
- g) The Parties undertake to keep secret any information regarding the parties, which were obtained by them during the execution of these GSC or from other source.
- h) The notifications dedicated to the Supplier and the Buyer will be served respectively to the addresses of the Parties indicated in the Supplier's invoice.