



General Commercial Terms and Conditions

GLASMARK Sp. z o.o.

Preamble

As a part of the strategy of the Seller, whose aim is to distribute the highest quality Goods, and the intention of the Seller to provide customers with the professional and comprehensive service, including advice on purchasing and using the Seller's Goods, the Seller defines the General Commercial Terms and Conditions as follows:

Definitions

- **Seller** – GLASMARK Sp. z o.o., Krosno, Poland
- **Buyer** - entity ordering or purchasing Goods of the Seller
- **Cooperation Agreement** - an agreement specifying detailed conditions of cooperation with the Buyer,
- **Goods** - products in the Seller's current trade offer
- **Price list** - a document containing the assortment offered by the Seller, and the retail prices for the Seller's Goods

§ 1

Scope of application of the General Commercial Terms and Conditions

The Seller and the Buyer, cooperating on the basis of the General Commercial Terms and Conditions, aim to obtain maximum mutual benefits, as the result of their commercial activity, while maintaining the principle of the highest quality of service for the final customers.



§ 2 **Obligations of the Seller**

The Seller agrees with the Buyer to :

1. Provide, within the agreed scope, information on the current range of available Goods and any changes in this range.
2. Support marketing activities conducted by the Buyer, within the scope determined by the parties.

§ 3 **Obligations of the Buyer**

The Buyer is obliged to:

1. Execute all the payments, not later than on the agreed date. If the Buyer fails to make payment within the agreed period, the Seller may suspend the execution of the remaining orders of the Buyer.
2. In case of further resale by the Buyer, the Buyer is obliged to
 - a. Professional service of the final customers, who have purchased or are interested in purchasing the Seller's Goods.
 - b. Proper, best possible display of the Goods in the points of sale.

§ 4 **Delivery of goods, complaints, returns of goods**

1. Any quote presented to the Buyer by the Seller, is not an offer, but only an invitation to cooperation, and it is not binding on the Seller, until the Buyer's order is confirmed in writing by the Seller.
2. Unless otherwise agreed by the parties, the price for the goods should be the Seller's price list at the date of confirmation of the order acceptance for realization.
3. Unless otherwise agreed, the price does not include the costs of additional packaging, and insurance of the transport to the place of receipt of the Goods by the Buyer.
4. The Goods ordered by the Buyer shall be delivered to the Buyer on the date established in the written confirmation of the Buyer's order. The Buyer is obliged to immediately check the quality of the delivered Goods.



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5. If the Buyer fails to collect the goods within the agreed period of time, the Seller may :
 - 5.1. store the Goods until delivery, and charge the Buyer for the storage and insurance of the Goods, or
 - 5.2. sell the Goods at the best price available, in which case the Buyer shall bear the cost of the difference in price to be paid by the Buyer and the price obtained.
6. Complaints about deliveries shall be made in writing.
 - 6.1. The complaint period is 3 working days from the date of delivery of the goods or, in the case of the defects not visible at the time of delivery, within 3 days of their discovery, but not later than 14 days from the date of delivery. If these deadlines are not respected, the Seller may reject the Buyer's complaints.
 - 6.2. When placing a complaint, the Buyer is obliged to submit the following complaint documents:
 - complaint protocol
 - a copy of the delivery note
 - copy of the invoice
 - In case of transport damage (damaged shipment, external packaging), a damage report signed by the carrier and Buyer's representative who received the goods is obligatory, otherwise the transport complaint will be rejected without consideration.
 - 6.3. The complaint recognition period is 14 days, from the date of its submission to the Seller. If additional explanations are necessary, this period shall be extended by the duration of the explanations.
 - 6.4. If the complaint is justified, the Seller is obliged to repair or replace the defective product, and the Buyer accepts that this repair or replacement shall fully satisfy his claims for complaint and compensation. Further claims are not allowed.
7. Variations in the colours of the Goods +/- up to two degrees on the Pantone scale, are acceptable and can not be complained.
8. Unless otherwise agreed in the Cooperation Agreement, offer or order confirmation, the Seller's liability under the warranty lasts for 6 months, and it is described above in the item 6.4.



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9. Purchased goods are not returnable.

The Seller, in particularly justified cases, allows the possibility of making an offer to return the Goods. However, acceptance of this offer depends on individual decision of the Seller. Possible collection of the Goods to be returned takes place in the presence of the Seller's employee, who assesses the condition of the goods, and ultimately decides on acceptance of the return. The return of the goods is made for the price not higher than 90% of the price for which the goods were previously sold.

§ 5**Other**

1. All the non-public documents and information provided to the Buyer under commercial cooperation shall be kept confidential, in particular:
 - details of commercial conditions
 - information on purchase prices from the Seller
 - details of the seller's strategy
 - information on mutual accounts and transactions
2. None of the information indicated above, may be used by the Buyer for any purpose other than in connection with the performance of the Agreement or the Order, regardless of the way in which such an information is obtained.
3. The use of documents or information provided to the Buyer in connection with the Cooperation Agreement, Order, Offer Inquiry or other commercial document is limited on the part of the Buyer to persons to whom the Buyer has sufficient confidence to accept responsibility for their actions and omissions in the scope of violating any of the confidentiality obligations indicated in the Agreement.
4. The Seller reserves the right to suspend and refuse the realization of orders of the Buyer in situations:
 - The Buyer takes actions which may damage the reputation of the Seller or otherwise harm the interests of the Seller
 - deterioration of the financial condition of the Buyer, which may result in Buyer's insolvency.



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5. The Buyer agrees to receive commercial information by electronic means, within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No 144 item 1204). Commercial information may be sent by the Seller directly, or by entities acting on behalf of the Seller.

§ 6

Final provisions

1. To the extent not covered by the Cooperation Agreement and the General Commercial Terms and Conditions, Polish law, in particular the Civil Code, shall apply.
2. Any mutual disputes between the Parties, shall be settled by the court having jurisdiction over the Seller's registered office.

