

**GENERAL TERMS AND CONDITIONS OF SALES OF SANDWICH PANELS AND ACCESSORIES EUROPANELS LTD.****§ 1. General provisions**

1. The below-mentioned Terms and Conditions of sales of sandwich and insulation panels and accessories (hereafter called OWS) are to determine rules of concluding sale and purchase contracts, in which the selling side is Europanels Ltd. With headquarters in Warsaw, Inflancka 5/81 Street, registered in National Court Register under the number KRS 0000326849. Company register is led by Regional Court in Warsaw Section XII Commercial National Court Register. NIP 5252463541, REGON 141978067. The below-mentioned OWS apply to each and every sale and purchase transaction concluded by Europanels being its integral part.
2. The general conditions of sale which current version is available at [www.europanel.pl](http://www.europanel.pl). If the sides of the transaction have agreed their rights and duties in a form of a separate contract (separate document) then the terms and the conditions of this agreement apply first and the OWS will be applied in the areas not regulated by the separate agreement.
3. Due to public and transparent nature of the OWS, the Buyer concluding any transaction with Europanels will hereby accept the terms and conditions of OWS. The lack of acceptance must be raised before signing the order and must be raised concerning particular content, which the Sides then can re-establish and conclude a written separate agreement or appendix to the OWS.

**§ 2. The Goods, Offers and Orders**

1. Europanels is selling the following items hereafter called the goods:
  - a) Sandwich panels with Styrofoam core (EPS) and rigid polyurethane foam (PU);
  - b) Insulation panels with core of rigid polyurethane foam PU and PIR;
  - c) Sandwich and insulation panels with specialized layers and facings;
  - d) Assembly accessories (rivets, flashings, load distributors, sealants etc.);
  - e) Ordinary and construction steel.
2. All the data and illustrations put in promotion and information materials of Europanels (hereafter called Catalogues) are not an offer in terms of Civil Code Regulations, they are a mere information about a possibility of concluding sale and purchase agreement. Due to very fast technological advances detailed technological solutions or technical data given in the Catalogues may change, hence the Catalogues and samples should be treated as visuals. The updated versions of the Catalogues and OWS are available in Sales Departments of Europanels in Włocławek, Toruńska 85 Street, phone number +48 544 132 015 and in Latkowo near Inowrocław, Latkowo 35, Phone number +48 523 585 625, and also at Sales Representatives of Europanels. In Sales Departments of Europanels, the Buyer can obtain confirmation regarding updated data necessary to make the order.
3. The offer made by Europanels is valid for two weeks unless specified otherwise in the offer.
4. The condition of a successful sale and purchase contract is submitting a written order by the Buyer along with making a payment of advanced payment and a written confirmation of taking the ordered by Europanels. The confirmation of Europanels means that Europanels has received the order and that the order has been accepted to realization on the terms and conditions specified in the order confirmation. The contract of sale and purchase is considered as valid with all its consequences at the moment of paying the advanced payment by the Buyer and confirmation of receiving the order by Europanels.
5. All and any documents concerning the order i.e. blueprints, plans, designs, projects, projections, pictures, budgets and offers cannot be accessible to the third party and are exclusively for the information of two concerned Sides.
6. Due to the changes in prices of raw materials and pricing policy of Europanels, the prices of the goods may be changed at any time. In the instance of changing the prices after having submitted the order, Europanels will inform of this fact the contracting party before commencing the realization of the order and will obtain the consent and the acceptance of the price from the Buyer. The final price for the goods will be the price specified in the order confirmation from Europanels.
7. Apart from the price of for the goods, Europanels will charge additional fee in accordance with the price list for:
  - a) Additional panel cutting;
  - b) Individual packing;
  - c) Applying individual layers or facings;
  - d) Additional lamination;
  - e) Ordinary and over-sized transport.

8. Standard packing of the panels with Styrofoam core (EPS) includes:
  - a) For wall panels: panels formed in stacks, Styrofoam beams under and over each stack, stacks bound with a tape, no protective film, bound with transport belts.
  - b) For roof panels: panels formed in stacks, Styrofoam beams between each panel and under and over each stack, stacks bound with a tape, no protective film, bound with transport belts.
9. Standard packing of the polyurethane core panels (PU) for wall and roof panels includes: panels formed in bundles, each bundle secured by wrapping it in a layer of protective film (stretch type), Styrofoam beams underneath and in the place of contact with a forklift a HDF plate.
10. Standard lamination of the EPS panels:
  - a) For wall panels: elevation facing. The internal facings are laminated by standard if the colour of the internal facing is different than RAL9010;
  - b) For roof panels: external facing, if the colour is different than RAL9010 and 9002
11. Standard lamination of the PU panels external and internal facings.
12. Standard number of **EPS** panels in a packet is:
  - a. For double-faced wall panels:

Thickness	Number of panels in one packet	Max numer of packets	Max number of panels vertically
50	10	3	30
75	12 or 13	2	25
100	10	2	20
125	8	2	16
150	7 or 8	2	15
200	5	2	10
250	4 or 5	2	9
300	3	2	6

- b. For double-faced roof panels:

Thickness	Number of panels in one packet	Max numer of packets	Max number of panels vertically
100	7 or 8	2	15
125	7	2	15
150	6	2	13
200	4 or 5	2	9
250	4	2	8
300	3	2	6

13. Standard number of **PU** panels in a packet is:
  - a. For wall panels:

Thickness	Number of panels in one packet	Max numer of packets	Max number of panels vertically
40	28	2	56
50	22	2	44
60	18	2	36
80	14	2	28
100	11	2	22
120	9	2	18
160	7	2	14
200	5-6	2	10-12

b. For roof panels:

Thickness	Number of panels in one packet	Max number of packets	Max number of panels vertically
40/75	18	2	36
60/95	14	2	28
80/115	10	2	20
100/135	8	2	16
120/155	8	2	16
145/180	6	2	12
165/200	5-6	2	10-12

- For any parameters of the goods not specified in the standards an extra fee will be charged in accordance to the price list. Minimum and maximum lengths of the EPS core panels possible to be produced are from 600 mm to 16000 mm;
- Minimum and maximum lengths of the PU core panels possible to be produced are from 2100 mm to 18500 mm and depends on the panel's kind and thickness.
- For EPS panels Europanel recommends maximum length of 7 meters. For longer elevations/ areas Europanel recommends applying dilatation by joining the panels length wise. Not following the recommendations of Europanel releases Europanel from responsibility for mechanical durability of the EPS core panels.
- Standard colours for external facings of panels are RAL9010, 9006, 9007, 9002, 6029, 3009, 3011, 5010, 7035, 7016, 7024, 8017 and 8004. Standard colour of internal facing of panels is RAL 9010. The other colours are available on request and will be charged with an extra fee.
- Standard lead time for panels in standard colours is up to four weeks and is counted from the date of issuing an order confirmation by Europanel. For orders placed for over-standard goods the time of realization may be different.
- In case of the roof panels the minimum drop angle is:
  - 7% for continuous panels;
  - 10% for panels joined by length, with skylights etc.
- For wall and roof panels the load tables apply. The decision concerning the number of joints is always made by the designer. For DS and PS panel series a use of load distributors is necessary.

### § 3. Terms of payment

- When placing the order, if the Sides did not decide otherwise, the Buyer will pay an advanced payment agreed on in the order. Standard advanced payment is 50% of the gross total value of the order. Only after the advanced payment has been received by Europanel will the production of the order commence.
- The buyer is obligated to pay the remaining part of the order value, when the goods are ready and left to the Buyer disposal.
- Upon ineffective expiration of an indicated term of receipt, storage fees of 0.1% of the order value for each day plus penalty interest will be charged, after 1 month the Europanel's liability for covering the facings with protective foil is excluded, after 3 months the loss of the rights due to the warranty will take place, after 6 months the ordered goods are utilized, which means that the Buyer must cover the following costs: the price of the goods according to the order, storage fees, interest for the delayed payment, recycling fee (up to 125% of the gross value of the goods).
- In case of extended period of payment, the day of payment will be the day of receiving the money into the Europanel's bank account, in the term specified in the order and on the invoice. It is assumed as a rule that the transactions with the extended periods of payment will be insured by EulerHermes Collections Ltd. with the headquarters in Warsaw, Domaniewska 50B Street, 02-672 Warsaw.
- In case of lack of payment in the specified period of time, Europanel is allowed to demand the payment of penal interest, according to art. 359 § 21 of the Civil Code, without additional notices. The penal interest will be charged starting from the day following the date of payment.
- In case of late payment for the goods, Europanel is allowed to pursue – aside its main liabilities and penal interest – reimbursement of the cost of legal proceedings, debt collection and legal representation in a court. Above it all Europanel is allowed to pursue its right to reimburse the cost of debt collection not exceeding 50% of the total recovered amount.
- The lack of payment will result in forwarding the case to the Debt Collection Department of EulerHermes.

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8. In case of partial deliveries and simultaneous exceeding by the Buyer the deadline for payment for already delivered and invoiced goods, Europanels is allowed to call for immediate payment of all the invoices, that has not reached its due date yet, but from which the goods have been released for delivery.
9. Any potential claims from the Buyers' side concerning the delivered goods do not release the Buyer from the obligation of payment. All and any claims will be processed only after full payment has been made by the Buyer, according to the regulations from §9 of OWS.
10. Any delays in collection of the goods caused by the buyer do not release the buyer from the obligation to pay the issued invoices.
11. The rules and regulations of granting limit on company credit or extending the payment due day are specified in a separate Regulations available in Sales Department of Europanels.
12. In case of late payments, not paying the penal interest for late payments or exceeding the limit of company credit by the Buyer realization of any following orders including the confirmed orders) will be suspended until the Buyer settle all their overdue liabilities.

#### **§ 4. Ownership**

1. According to the regulations of § 589 Civil Code the Buyer becomes the owner of the goods only after the full payment for the goods has been made, according to the content of the order and the invoice.
2. If the Buyer does not pay in a specified period of time and form for the goods, Europanels is allowed to demand the return of the goods that have not been paid for. Europanels may also demand damages if the value of the unpaid goods has decreased due to its use or damage.
3. In case of recovery of the goods that have been produced to individual order of the Buyer, even if the goods have not been used or damaged, Europanels may charge the Buyer with a fee up to 25% of the total value of recovered goods.
4. In case of bankruptcy proceedings or settlement proceedings towards the Buyer, the Buyer is obligated to mark the unpaid goods in a manner that will explicitly and unambiguously manifest the ownership rights of Europanels. In case of seizing the goods that are the property of Europanels, the Buyer must instantaneously inform Europanels about this fact.
5. In case of extended periods of payment, the Buyer bears the risk of accidental damage or loss of the goods in the period between the release for delivery and the full payment. Europanels may demand from the Buyer a separate insurance contract for the goods against the accidental damage or loss of the goods for the period up to payment date, up the amount due.

#### **§ 5. Collection of the goods**

1. Europanels is obligated to realization of the orders that have been confirmed in writing and to deliver the confirmation via fax, e-mail or traditional post services.
2. There are two possible ways of delivering goods to the Buyer: loco Europanels' warehouse (FCA) or franco Customer (DAP).
3. In case of FCA, the Buyer is obligated to collect the goods at their own expense and with the use of their own transport at a specified date, not later than seven days from the Europanels representative mail confirmation. In case of the lack of collection by the buyer in the specified period Europanels is allowed to charge the Buyer with the cost of storage to the amount of 0.1% of the total value of the goods for each day of the delay. The buyer hereby authorizes Europanels to issue a relevant invoice for overdue storage. In case of exceeding the date of collection by thirty days, Europanels may sell the goods to a third party based on terms and conditions and at a price determined by Europanels and recognize the received payment against the overdue liabilities of the Buyer.
4. In case of DAP, the buyer is obligated to complete all formalities and organize the collection of goods at delivery place within seven days from Europanels representative mail confirmation. In case of the lack reaction of the buyer in the specified period Europanels is allowed to charge the Buyer with the cost of storage to the amount of 0.1% of the total value of the goods for each day of the delay. The buyer hereby authorizes Europanels to issue a relevant invoice for overdue storage. In case of exceeding the date of collection by thirty days, Europanels may sell the goods to a third party based on terms and conditions and at a price determined by Europanels and recognize the received payment against the overdue liabilities of the Buyer.
5. In case of DAP deliveries, the Buyer is obligated to specify and prepare the place for unloading and to secure equipment necessary for unloading (forklift or crane), and also to unload the goods within three hours from the arrival of the transport. If fail to do so the Buyer will be charged with additional fee for every hour of truck stop.
6. The lack of collection of the panels from the producer within 1 month from the production date voids the warranty in the range of facings laminated with the protective film.

7. Products of Europanels must be stored, transported and unloaded according to the recommendations included in the catalogue and § 6 and § 7 of the OWS. Not applying to those recommendations by the Buyer will result in not honouring any potential claims made by the Buyer.
8. The Buyer is obligated to check the compliance of the goods with the order directly at the receiving of the goods and determine any potential lacks or damage of the goods made during loading or transport. In case of DAP deliveries, the Buyer will check the amount/number of received goods and sign the document of release from the warehouse (WZ)/ Delivery note. This document will confirm only the quantity of the received goods. If the Buyer has any objections concerning the condition or the quantity of the goods, they mark it on the CMR document and should immediately report it to Europanels and optionally compose a protocol of receipt with full description of the damage, signed by the driver as well as the Buyer. The WZ document that has not been altered due to any remarks concerning the quantity nor the condition of the goods will be treated as a confirmation of full compliance of the goods with the order both quantity and quality wise.
9. In case of finding any quality faults in the delivered goods after having unloaded the goods, the Buyer is obligated to immediately inform about this fact in writing the forwarder, but not later than three days from the delivery date.
10. In case of finding any quality faults, the Buyer is obligated to secure the goods in an untouched condition and particularly to abandon any attempts to install the faulty goods until the claim has been processed.
11. The collection of the goods without any objections releases Europanels from any responsibility concerning any quantity lacks or quality issues. It means that in case of not having any additional information regarding damage or quantity issues on the WZ and CMR document any further claims will be rejected.

#### **§ 6. Transport recommendations**

1. Standard semitrailer dimensions are: length 13.60 m, width 2.45 m, height 2.75 m.
2. The length of the trailer is dependent on the length of the carried panels. All packets of the panels must lie with its whole length on the transport platform and cannot touch the trailer.
3. For securing the carried goods, the truck must be equipped with transport belts preventing goods from moving during the transport. Each packet should be fastened with minimum two transport belts positioned not further than three meters from each other and should not touch other packets or the trailer. Styrofoam beams should be used under the transport belts. You should pay special attention to the tension of the transport belts not to cause any bends or dents in the panels.
4. The loading is carried out with the use of forklifts only through the side of the trailer. Due to this fact the trailer/vehicle must have the option of taking apart its side walls for loading.
5. In case of transport arranged by the Buyer Europanels do not accept any responsibility for damage caused during transport.
6. Europanels do not accept any responsibility for damage caused during unloading of the goods at the Buyers facilities.
7. The buyer assumes full responsibility for the disposal (recycling) of all transport packaging (pallets, Euro-pallets, crates, underlays and on packages) and protective films used in the production of the goods. Europanels does not provide packaging collection services.

#### **§ 7. Storage recommendations**

1. The storage square should be tidy, with an even, level and stable surface. The place of storage should be chosen so that the panels will avoid any extensive sun light exposure.
2. The panels must be supported with the Styrofoam beams so that the panels will not bend.
3. It is advised to space the Styrofoam beams not further than every 2.4 m for packets longer than 10 m. For packets shorter than 10 m. the distance between the Styrofoam beams should not exceed 1,5 m.
4. The panels should be stored in stack. In each stack you can place maximum two packets.
5. If the panels are not secured with a protective film, you should additionally apply Styrofoam beams between each panel.
6. The packets of panels should be secured with transport belts or a binding tape so that they will not be carried away by strong winds.
7. In case of storing the panels outdoors, the period of storage should not be later than three months and the panels should be protected against direct sunlight, wind and rain by covering them with a suitable material (e.g. tarpaulin).
8. It is not acceptable to store the goods on unhardened ground, in damp conditions, in full and direct sunlight without any protection against the wind.

9. The protective film should be removed from the panels within one month from the production date even if the panels have not been installed.
10. Apart from transport from Europanels to the Buyer, the panels must not be placed on top of each other during storage.
11. Insulation boards with water vapor-permeable facings can't be exposed to weather conditions and must be stored indoors.
12. Due to possible contact and electrochemical corrosion, the steel cladding of sandwich panels can't be permanently moist, nor come into contact with materials of higher electrochemical potential under wet conditions. In case of prolonged storage in conditions of possible water vapor condensation on the cladding surfaces, open the packages, remove the protective foil from the boards and ensure the condensate evaporation. Also, the storage of panels in conditions of increased temperature (over +20 C), and of UV radiation, regardless of the temperature, requires the removal of the protective film from the facings before assembly (even from the panels packed in the packages). Removal of the protective foil is possible only at temperatures above +5 ° C. In case of difficulties with removing the foil, wait until the high temperature conditions are met, or prepare them in a safe manner. Always after removing the foil from the facings, check that it has not left a layer of glue on the facings. If any glue is found, it should be removed immediately with the use of a specialist Clean fluid from Retech (available at Europanels).
13. Not applying to the above-mentioned paragraph releases Europanels from any responsibility for any faulty panels.

### **§ 8. Installation recommendations**

1. Moving the panels in order to install them on an erecting building may be carried out manually or with the use of mechanical lifting and transport devices (forklifts, cranes etc.). During the moving of the panels you cannot allow any mechanical dents or bends.
2. You should transport the panels from their storage to the installation site individually with the use of specialist vacuum grips, paying special attention to the Health and Safety Rules.
3. If from the calculations it turns out that the length of a single EPS panel will be longer than seven meters, Europanels strongly recommends application of dilatation by joining the panels by length. It is done to prevent the external facing from bending due to sunlight. The panels' joints and flashings should be additionally sealed with silicone or polyurethane foam.
4. For potential cuts of the panels an angular grinder with a blade for steel cutting should not be used due to the risk of partial burns of the lacquered surfaces of the metal sheets or the Styrofoam.
5. After having finished the installation any metal filings or other dirt must be fully and definitely removed. The protective film must also be removed as soon as possible but not later than one month from the production date. Not doing so may cause damage to the lacquered coat by creating a hard to remove combination of the film and the facing. In this instance the responsibility of Europanels due to the warranty does not apply. Also in the instance of the lack of collection of the goods from the producer's warehouse within one month from the production date will result in void of the warranty concerning the laminated facings.
6. The panels can be washed with widely accessible detergents, however Europanels recommends using detergents that do not contain solvents or any other substances that may cause scratches, fading of the colours or matting of the lacquered layer. Before applying any detergent you should consult the manual regarding the uses and methods of application. In case of any doubts you should contact the manufacturer of the detergent.
7. The goods can be processed during the installation only according to all the specialist requirements applicable in this case, especially according to the technical documentation (Catalogues) and generally accepted norms of construction. In case of finding any faults of the goods you should immediately stop the installation and processing and inform Europanels. The Insulation panels covered with asymmetrical facings ( internal and external, made of different materials), may be banded. The panels acquire the required flatness at the time of assembly. In case of bending or uneven ground, before installing the panels, the manufacturer recommends making a transverse undercut of the internal cladding ( using a saw for example) about 20 mm deep with a spacing corresponding to the surface area of the panels  $\leq 0.75 \text{ m}^2$  (according to methodology for measuring deviation from flatness). The panels prepared in this way should be fixed to the bearing surface with appropriate fasteners in the amount resulting from static loads.
8. Due to the production technology PolDeck BD panels are delivered with a deflection arrow, which is neutralized during assembly, it is not a product defect. It is not recommended to use a Poldeck BD panels with a length of less than 6600mm ( 20 modules). Periodic inspections. It is recommended to inspect partitions made of Europanels sandwich panels at least twice a year, i.e. before the autumn (after summer) and spring (after winter) periods.
9. The following should be checked:  
The condition of coatings and cladding surfaces, fasteners, flashings and other elements constituting the entirety of the enclosed partition. During the inspection, possible mechanical damage should be checked and qualified for cleaning or maintenance (see relevant points 3 and 4 below). An example of qualification for cleaning are, for example, bird droppings on the linings, and for

example, mechanical damage of protective coatings intended for touch-up repair is eligible for maintenance. Corroded fasteners (screws) and flashings should be replaced with new ones. During the periodic inspection, all dirt and foreign bodies applied between inspections, such as branches, leaves, nut shells (often lying in gutters, drains) should also be removed. They can not only cause difficult drainage of water, but also accelerate corrosion phenomena caused by their biological decomposition on steel surfaces. In the case of products for thermal insulation of flat roofs (ThermaBitum, ThermaMambrane systems), the waterproofing surfaces are checked, especially in terms of tightness of joints and welded joints, as well as the condition and amount of sprinkling (ThermaBitum) and the patency of water drainage systems (drains, gutters).

10. Periodic cleaning of steel cladding surfaces:

Panels installed as an external partition are subject to environmental conditions (precipitation) from the outside, which in the vast majority of cases are sufficient to clean the cladding surfaces. If despite this rainfall, or if its intensity is insufficient and there are dirt on the cladding, it should be removed by washing. However, for this operation, it is recommended to use mild detergents with a neutral pH (acceptable pH range of the solution: 5.5-8.5). It is not recommended to scrub the cladding, but rather washing it with a pressure jet of water. However, in the case of high-pressure equipment, a distance of at least 30 cm should be maintained between the nozzle and the lining. The water pressure stream must not be directed at the panels' joint! For the panels with the hidden joint, direct the water flow in the direction corresponding to the shape of the panel's nose. After cleaning, the facings must be able to evaporate water and condensate - this applies to both external and internal surfaces. If evaporation is not possible, stop jet cleaning of the linings with water, replace it with spot cleaning using a detergent solution, and in case of stronger contamination with Retch Clean and a cotton cloth.

11. Periodic maintenance of the panels' surfaces

If the continuity of the protective coatings is slightly disturbed, i.e. there are scratches palpable with the palm of your hand, but the scratch ends on the base layer and does not reach the steel, you can leave it at this stage without interfering with it or repair it with a touch-up paint in the color of the facing for aesthetic reasons. However, if the scratch reaches the steel sheet, it is absolutely necessary to perform local protection with touch-up paints. For the standard SP25 polyester coating, these are generally available polyester varnishes for galvanized surfaces, used in industry (mainly automotive). Oven, powder or cellulose paints are not used. The best results are achieved by applying the touch-up with a sharp-bristled brush only in the groove of the scratch, and not spreading it beyond its line. Larger surfaces should be prepared for hydrodynamic painting, which is carried out only in appropriate environmental conditions (no wind, rainfall, temperature 10-20 C, humidity 50-60%). On the edges of factory cut claddings, it is possible and acceptable to have minor corrosion points limited only to this edge. The applied zinc coating protects the cladding against corrosion. This process consists in the formation of a passivation layer that stops further corrosion processes. While this is a natural process, no interference is required. In cases of enlargement of the corrosive area (most often it occurs as a result of cutting outside the factory with the use of inappropriate methods and tools), the repair should be carried out by removing the corrosion center (mechanically by grinding or sandblasting). The surface prepared in this way should be primed and chemically protected with an anti-corrosive primer and finally covered with a protective coating in the color of the cladding.

12. Recommendations for PIR wall sandwich panels in dark colors (III shiny group)

The product standard for sandwich panels PN-EN 14509:2013-12 divides the colors of facings into 3 groups and gives them the following surface temperatures:

- group I very light +55 0C (standard RAL colors: 9010, 9002, 7035)
- group II light +65 0C (standard RAL color: 9006)
- group III dark +80 0C (standard RAL colors: 7016, 7024, 9007, 3009, 3011, 8004, 8017, 6029)

The standard includes the color of facings as a variable climatic load. The thermal load absorbed on the surface of steel facings coated with the above-mentioned colors turns into mechanical stress for the entire panel, which in certain situations may lead to spontaneous damage of sandwich panels visible on facades in the form of gas bubbles (so-called blisters). For this reason, the choice of color cannot be left solely to aesthetic preferences. Sandwich panels are a composite building material and the use of facade colors should always be preceded by a feasibility study and load analysis. If a blister in question is found on the facade, immediately drill a hole using a metal drill (preferably HSS-G type N) with a diameter of 1.0 - 1.5 mm in the central part of the visible blister. This reduces the internal pressure, which prevents the bulge from growing larger, and then brings the lining back into contact with the core.

**§ 9. Warranty**

1. The warranty is on all first-class quality products from the offer.
2. For the realization of claims resulting from the guarantee, the following data is indicated: name and address of the guarantor Europanels Sp. z o.o., Branch 87-800 Włocławek ul. Toruńska 85.
3. For products that are offered at a reduced price due to being classified as other than the first-class quality there is no warranty.
4. The warranty covers all the production faults due to which the products do not comply with requirements and characteristics included in the catalogues, technical approvals and products' specifications.
5. The warranty is issued for sandwich panels for 24 months from the date of sale (issuing the VAT invoice) for the panels that are sold in system type of agreement (i.e. sandwich panels with the accessories – joints, flashings etc.)
6. For Sandwich panels purchased without the accessories the warranty is 12 months.
7. For the remaining assortment of the accessories the warranty is 12 months.
8. The documents of warranty are given on the Buyer's request up to 6 months from the sale date.
9. The ground for initializing a claim procedure is a written notice to Europanels concerning the faults of the products immediately after having discovered them.
10. The producer (Warrantor) will decide about the extent and the way of honouring the claim. In particular cases it can be carried out by replacing the products, repairing or providing any other services.
11. In case of discovered faults that will not be reported to the producer within 7 days from the day of the discovery, the producer will void the warranty due to negligence of the Buyer.
12. Warranty applies only if the purchased assortment was transported, stored and installed according to the producer's recommendations.
13. The claims will be considered only when the claim regards more than 1% of the goods. Any claims made for less than 1% of the goods will be deemed as scarce without any influence on the general performance of the goods.
14. A necessary condition for processing the claim is the proof of purchase (i.e. the invoice) or the warranty document mentioned in GTAC.
15. The claims must be filed in a written form before the installation of the goods, not later than 7 days from the date of discovering a fault.
16. The Buyer will allow free access to the claimed goods to people appointed by the Warrantor.
17. The Warrantor will process the claim within 90 working days and reserves their right to proposing a solution that will be suitable and appropriate in a given situation.
18. The Warrantor does not accept any responsibility for direct or indirect losses caused by damage that this warranty covers.
19. Warranty does not cover:
  - a. Damage caused by improper storage of the goods by the Buyer;
  - b. Mechanical damage, bends, dents, deformation or scratches caused by improper transport, storage or installation
  - c. Making any not agreed with the producer alterations, renovations, paintings or any other interventions in the goods;
  - d. The goods used in buildings situated in highly hostile and/or corrosive environment (C4-C5 according to PN-EN ISO 12944-2/2011);
  - e. Differences in a shade of the colour on internal and/or external facings;
  - f. In case of EPS core products made in dark colours from the III group and with the length longer than 7 meters;
  - g. Damage caused by acts of vandalism or force majeure;
  - h. Walls and roofs surfaces from which any dirt (especially metal filings) have not been removed;
  - i. Installation of DS panels without the load distributor;
  - j. Facings from which the protective film has not been removed within 1 (one) month from the production date.
  - k. Sandwich panels and metal flashings made in dark colours damaged due to thermal expansion.
20. At the delivery, the buyer will conduct an inspection of the quality and the quantity of the panels. Potential objections will be written down on the delivery document (WZ, Delivery note and CMR). Any further claims will be investigated based on the WZ documentation. Accepting the delivery without any remarks or objections on the CMR document is equal to accepting both the quantity and the quality of the delivered goods.
21. Any claim does not release the Buyer from the obligation of payment for the products.
22. In case of filing a claim to the Distributor, the Distributor will be obligated to visit the facility of the Buyer and make a protocol which, with the appropriate pictures will be sent to the Producer.

23. The Distributor will be any third party that will be involved in the sale purchase contract of the goods between the Producer and the final customer.

### **§ 10. Claims**

1. Any claims must be reported to the Seller immediately and in writing. The claim must include the following information: date of purchase, number of purchase, number of the invoice, reason for claim and the quantity of claimed goods.
2. At the delivery the Buyer is expected to conduct inspection concerning the quantity and the quality of the panels. Any potential remarks must be written down on the WZ, CMR and Delivery note document. Any further claims will be investigated based on the above documentation. Accepting the delivery without any remarks or objections on the above documents is equal to accepting both the quantity and the quality of the delivered goods.
3. Due to the fact that sandwich panels are a construction product, stored at construction sites, transported to the installation place, carried at and to considerable heights etc., they are very much at the danger of mechanical damage. Therefore, any imperfections that are noticed must be reported to the producer before the installation. Otherwise, they will be treated as caused by improper storage, transport or installation. The producer rejects any responsibility for the damage of the goods caused at the construction site and any potential losses it may cause.
4. The claims will be processed only under the condition that the Buyer will apply to the recommendations from § 6, 7 and 8 of this OWS and only if the full amount for the goods has been paid. In case of not fulfilling any of the above-mentioned conditions the producer rejects the responsibility for any faults due to the Buyer's negligence.
5. The claims concerning the visible physical faults (e.g. size differences, insufficient surface quality, bends and bents) should be reported by the Buyer in writing immediately after the discovery, however not later than 7 days from the delivery date and before the installation.
6. The Buyer has an obligation to make the claimed goods accessible to the Seller in order to make an examination, including taking samples for further analysis. If the Buyer refuses to do so they may lose the right to claim.
7. The cost of hiring an expert will be paid by the side which the expert deems as responsible for the losses.
8. EuropanelS bears the responsibility for the goods according to Polish Regulations. EuropanelS does not bear responsibility for any losses and lost profits due to the filled and honoured claims.
9. The colours of the facings have been classified into three categories according to their brightness. The categories are as follows:

Symbol	Name	Group	Kind
9010	white	I	very bright
9002	gray-white		
7035	bright gray		
1015	ivory		
6011	green	II	bright
9006	silver metallic		
1003	yellow		
1017	saffron yellow		
9007	gray aluminum		
5012	bright blue		
1021	cadmium yellow		
3009	oxide red	III	dark
7016	antracite		
6029	mint green		
5010	blue		
9005	black		
6005	cold green		
6020	green fir		
7024	gray graphite		

8017	chocolate brown	III	dark
8012	red brown		
8004	red brick		
3016	coral red		
3011	red		

10. Due to the possibility of increased heating up of the panels' surfaces in the periods of strong sunlight, the producer strongly recommends using bright colours on the external facings, especially for roof panels. For wall panels in colours from the III group, the designer is obligated to take into account thermal loads and give appropriate lengths of the panels with the consideration for thermal expandability of the facings.
11. Due to discontinuous nature of the core and thermal expandability, sandwich panels with the EPS core in the colours from the III group, regardless of their use or length, will not be covered by the warranty.
12. The Buyer should take into account customary accepted or specified by norms limits of acceptable tolerances. It is acceptable to have differences in colour shades, that could occur during delivering individual parts of the ordered goods, that will not be grounds for claims.
13. The Buyer loses all rights to claim concerning the purchased goods against the Seller if he or she did not examine the goods upon the delivery or if he or she examined the goods and did not notify the Seller about the faults discovered. The loss of rights to claim will apply especially in a situation where the Buyer noticed the faults, but installed the goods anyway.
14. Liability under the warranty is excluded, except in cases where, under applicable law, the exclusion of liability under the warranty for defects is unacceptable.
15. All Europanel's sandwich panels, due to a raw material composition, production technology and stress of the panels on a supporting construction, may have small surface waviness of the external and internal facings, which are of aesthetic nature only and do not mean any defects of these Products. The guidelines in this field specify tolerances for deviations from flatness in accordance with the PN-EN 14509:2013-12 standard. These deviations are especially visible on the surface of the facings in flat profiling P (i.e. surface of the facing without profiling), therefore panels ordered in this profiling are made only on individual orders. A relevant technical and commercial information on deviations from flatness as an integral part of each offer and order conditions is available on the website www.europanel.pl in the "Download" section.

### **§ 11. Final provisions**

1. Accrual of a force majeure disables Europanel from fulfilling the order. In that case the Buyer shall not be entitled to any claims for compensation for damage resulting from non-performance or untimely performance of the Agreement. Events defined as the force majeure include in particular: disruptions in the operation of the plant for which Europanel is not responsible, restrictions caused by government orders, war (declared and undeclared), a state of emergency, martial law, conscription, military manoeuvres, terrorist acts, revolution, riots, civil or military takeover, embargo, contamination, epidemic, pandemic, viral or bacterial threats, earthquake, flood, hail, heavy snowfall or rain, extreme temperatures (below - 30 and above +30 degrees C), temperatures preventing production for technological reasons, natural disasters, strikes, accidents, delays in transport and deliveries, failures of municipal services, blockades of sea and land routes, shortages or interruptions in the supply of utilities (electricity, gas, water), amendments to the law and actions of state authorities at all levels resulting in the impossibility of performing the Agreement for the supply of Products, etc. Europanel's liability for non-performance of the Agreement for the supply of Products is excluded in the event of any Force majeure and in situations resulting in restrictions on the supply of raw materials and consumables for production, the transport of Products to Customers, mandatory quarantine of Europanel personnel, a periodic ban on business for any reason, and the performance of Europanel's obligations that, in Europanel's opinion, proves excessively burdensome due to circumstances that could not have been foreseen or avoided and that arise after the conclusion of the Product Supply Agreement. Force majeure circumstances release Europanel from the performance of its obligations under Product Supply Agreements for a period that, in Europanel's opinion, prevented the performance of these obligations. The deadlines under Product Supply Agreements are extended by the period during which the force majeure circumstances prevailed. Europanel will notify the Buyer of the force majeure event. Each party will bear the costs resulting from the introduction of force majeure solely at its own expense. The force majeure provisions also apply when Europanel's suppliers, contractors, or subcontractors declare their own force majeure circumstances, including, in particular, interruptions in supply chains. The occurrence of force majeure does not release the Buyer from the obligation to pay Europanel for Products received, manufactured or prepared for collection within the time specified by Europanel.

2. In matters not regulated by this OWS the Civil Code applies. The Buyer is obligated to inform in writing Europanels about every single change in the address of the headquarters, place of living or the correspondence address. Failure to notify means that deliveries to the addresses indicated in the order or in other commercial agreements concluded between Europanels and the Buyer are considered effective.
3. In case of voidance of some of the regulations from the OWS due to introduction of different regulations in a form of a National Act the remaining regulations will still apply.
4. Europanels reserves its right to use the information regarding investment and/or designer work and/or installation work conducted with the use of products and/or technology of Europanels for marketing purposes. The information will be especially used to inform about such investment and/or work and will include taking pictures and/or record it in other graphic form and to publish all this information in its marketing materials.
5. Europanels and the Buyer will strive to settle amicably any dispute arising in connection with the performance of the contracts covered by these terms. If failing to settle the dispute amicably, the court for the settlement of the dispute will be the competent court for the city of Włocławek. For all contracts executed by Europanels on the basis of these OWS Polish law is applicable. In case of any disputes, the competent court is Common Court in Włocławek, and in case of exceeding the value of dispute subject justifying cognisance of the case, disputes will be settled by Commercial Court of Law of District Court in Toruń.

Europanels Sp. z o.o.