

**PRIMO PROFILE SP. Z O.O.  
GENERAL SALES CONDITIONS****1. Introduction.**

- 1.1. General Sales Conditions shall bind both Parties for Primo sale transactions concluded between the Seller - Primo Profile Sp. z o.o. (hereinafter referred to as "Primo") and the Purchaser (hereinafter referred to as the "Client"), unless stipulated otherwise in the contract conditions concluded between the parties or approved by the Client.
- 1.2. All purchase conditions shall require Primo written consent or else shall be null and void.
- 1.3. Subject to point 2.1 Primo shall be entitled to introduce changes both to offers and contracts. The Client shall be presented with the changed conditions at least 21 days before the day the changes are introduced. It shall be assumed that the Client accepts new changes if no written refusal to accept the changes has been submitted no later than 14 days before the day the changes are introduced.
- 1.4. All and any additional requirements not specified in the contract, offer or general conditions shall be realized at the Client's expense.

**2. Prices**

- 2.1. The price bids offered by Primo shall apply to the period stipulated in the price bids. The prices may change in the period during which the price bid is in force, due to considerable price changes of raw materials, energy or any other factors relevant to the costs of production. In this case the procedure specified in point 1.3 shall not apply.
- 2.2. The Client shall be immediately notified by Primo about any price changes.

**3. Patterns and samples**

- 3.1. Samples provided by Primo shall be used as a reference for conformity assessment on matters not stipulated in the product specification.
- 3.2. Colour samples shall be used to determine a required colour of a profile within the tolerance in LaB scale  $\Delta e=3$ , unless stipulated otherwise in detailed conditions.
- 3.3. In special cases decorative profiles with patterns may differ in appearance from the samples due to the fact that a profile presents only a part of a broader pattern.
- 3.4. Samples provided may be devoid of their original properties due to the ageing process. In such case, Primo shall provide a new sample. In the event of any discrepancy between the sample and the elements of product specification, the product specification elements shall apply.

**4. Orders**

- 4.1. Every order to Primo shall require a written form – a fax, email, document submitted to the Primo employee.
- 4.2. Primo shall confirm the acceptance of an order within 2 working days of the date of the receipt, providing the following information: product quantity accepted to be ordered, the delivery date or the date the product is ready for collection from Primo warehouse, the value of the order.

**5. Delivery time**

- 5.1. Primo shall complete the order within 21 working days of the date of the receipt unless a different delivery time is specified in the offer or contract.
- 5.2. Primo shall exercise all due diligence to complete the order on time. If any delay arises, Primo shall inform the Client about the delay, stating the cause for the delay and estimated delivery time.
- 5.3. If the Client's interest so require, Primo shall ship the order in parts.
- 5.4. When Primo ships returnable packaging to the Client, it is the Client's binding obligation to follow the return schedule of empty packaging provided by Primo. If the Client fails to return empty packaging on time, Primo shall be exempted from the obligation to deliver the product on time, until the empty packaging is returned.
- 5.5 Primo reserves the right to refuse to complete the order without cause.

**6. Force Majeure**

- 6.1. In cases of force majeure, in particular raw material or energy shortage, transportation difficulties or any unforeseeable circumstances Primo shall be exempted from completing orders on time. In such case Primo shall notify the Client about the problems hereinabove specified.

**7. Product delivery**

- 7.1. The products are collected from Primo warehouse, if not agreed otherwise by the parties.
- 7.2. Upon the collection of the consignment from Primo warehouse or a shipping agency, the Client shall receive the delivery document with the information on product type and quantity. The delivery document signed by the Client confirms the receipt of the product in appropriate quantity and with no visible external defects.
- 7.3. Primo shall decide on the delivery method of the product if the delivery is arranged by Primo. The Client shall be responsible to inspect the condition of the consignment when collecting the product from a shipping agency. If the consignment condition raises any doubts, the Client shall be obliged to make an appropriate entry in the consignment note.



- 7.4. Delivering the product to the Client, Primo shall be entitled to round up the ordered quantity to full packages as well as to alter, to a small extent, the quantity of the product to be shipped.
- 7.5. As agreed by both parties, the Client shall become the owner of the product, and the delivery of the product shall be deemed completed, at the time of receipt of the product from Primo warehouse or the time the consignment is forwarded to a package delivery company, shipping company and others.

#### **8. Manufacturer's instructions for product storage**

- 8.1. All profiles delivered by Primo must be enclosed in the original packaging for purposes of product storage. Appropriate storage conditions shall be provided to protect the outer packaging from any damage or its structure from any modification caused by external factors.
- 8.2. So that the storage time is as short as possible, the Client shall follow the FIFO trade rule (First-in, First-out).
- 8.3. It is the Client's binding obligation to follow all specific instructions, pertinent to product handling, specified on packaging or stipulated in Technical Conditions for Receipt of Goods (TCRG).

#### **9. Complaints**

- 9.1. Primo shall grant one year limited warranty for supplied products. The warranty period shall commence on the date the product is purchased by the Client.  
The failure of the product, provided by Primo, to conform with the product technical drawing, specifying its dimensions and acceptable tolerances shall constitute the basis for claims.  
Any apparent packaging defects are to be reported immediately when the product is collected. If the product is collected from a shipping agency, the defects are to be described in the consignment note. Hidden defects should be reported within six months once the product has been purchased.
- 9.2. All warranty claims require a written form and must include the following: the date of sale, the symbol of the profile, the quantity of the product that is complained, description of non-conformances.
- 9.3. The warranty claim form requires that the following, in particular, must be enclosed: the sample of the product that is complained, photos or any other evidence that proves product defectiveness. The sample shall be sent by the Client or made available to the Primo sales representative.
- 9.4. The complaint shall be admitted only if the product is handled by the Client pursuant to manufacturer's instructions.
- 9.5. The Client shall be entitled to choose the type of complaint settlement: a discount, exchange for a non-faulty product, return of the product.
- 9.6. If the Client recognizes that the product is defective - the Client cannot use the product and demand an exchange for a non-faulty product, invoice correction, or raise any other indemnity or warranty claims.
- 9.7. The complaint shall not exempt the Client from his obligation to pay for the product in due time.
- 9.8. The Client shall be not entitled to raise any complaints if the sold product was a reduced price product (due to lower quality) .

#### **10. Compensation complaints**

- 10.1. Primo financial liability for losses incurred by the Client due to the delivery of a defective product is limited only to the value of this product.

#### **11. Payment**

- 11.1 The Client shall pay for the received products in accordance with the terms stipulated on the invoice.
- 11.2 If the Client is in default of payment for any previous obligations to Primo, the supplier shall be entitled to hold the delivery to the Client until the required payment is settled. Moreover, Primo shall be entitled to demand all receivables which are not yet due to fall due, demand all receivables, not yet due, to be received while future deliveries to be completed on a pre-paid basis.
- 11.3. Having reasonable suspicion that the Client's credit-worthiness has deteriorated, Primo is entitled to take actions as stipulated in point 11.2.

#### **12. Data processing**

- 12.1. Primo shall be entitled to store and process Client's data for its own marketing purposes.