

PRIVA-LITE

GENERAL TERMS AND CONDITIONS OF SALE



**GENERAL TERMS AND CONDITIONS OF SALE for PRIVA-LITE (GT&CS for Priva-lite) rev.
SAINT-GOBAIN POLSKA SP. Z O.O. GLASSOLUTIONS BRANCH IN JAROSZOWIEC**

§ 1

INTRODUCTION / RECITALS

1. The General Terms and Conditions of Sale for Priva-lite, hereinafter referred to as the 'GT&CS for Priva-lite', set out the terms and conditions of sales, supply and warranty for Priva-lite (hereinafter referred to as Priva-Lite or Goods) offered to entrepreneurs (hereinafter referred to as Customers) by Saint-Gobain Polska Sp. z o.o. Glassolutions, Branch in Jaroszowiec (hereinafter referred to as: the Seller or GLASSOLUTIONS).
2. These GT&CS for Priva-lite constitute an integral part of every quotation, price list, cooperation agreement, supply agreement or other agreement entered into with GLASSOLUTIONS. By placing an order the Customer accepts the provisions of these GT&CS for Priva-lite.
3. The Parties mutually declare that the agreement within the meaning of these GT&CS for Priva-lite shall comprise the following documents: quotation or price list, order placed by the Customer along with Order Confirmation as well as further written arrangements between the Parties, these GT&CS for Priva-lite and the Accompanying Documents in force on the day of order placing, and in particular the General Technical Conditions for Priva-lite. The content of these GT&CS for Priva-lite and the Accompanying Documents is also available on the website http://glassolutions.pl/priva-lite_GTS

§ 2

TERMS OF DELIVERY and TRANSPORT

1. The cooperation starts when the Customer places an order with one of GLASSOLUTIONS production plants by e-mail or otherwise, confirmed in writing, for Goods offered by GLASSOLUTIONS or included in GLASSOLUTIONS' price list, indicating the kind/type of the ordered Goods, their dimensions and quantity, electrical accessories, required shipment documentations, necessity to use specialist transport equipment (for instance, HDS, a low loader trailer) and the place of delivery.
2. GLASSOLUTIONS confirms the order no later than within 3 working days. When terms and conditions stated in the order cannot be met, GLASSOLUTIONS notifies this fact to the Customer in the Order Confirmation specifying own terms and conditions of sales. The Customer shall be obliged to confirm these new terms and conditions as proposed by GLASSOLUTIONS on the following working day, at the latest. GLASSOLUTIONS shall not start processing until receiving the Customer's confirmation which may result in extension of delivery time.
3. GLASSOLUTIONS may refuse to accept the order up to three working days. In such a case GLASSOLUTIONS shall justify the refusal.
4. GLASSOLUTIONS undertakes to deliver the Goods pursuant to the terms and conditions as set out in his quotation, price list or these GT&CS for Priva-lite.
5. GLASSOLUTIONS hereby commits itself to make its best efforts and apply any reasonable measures to respect the delivery dates specified in the Order Confirmation. However, due to the specific nature of PRIVA-LITE production process, delays up to 3 working weeks shall not be considered as late deliveries. In consequence, any costs or damages related to such delays, shall not be reimbursed by GLASSOLUTIONS, unless a specific contract explicitly stipulates otherwise and contractual penalties were previously agreed by the parties. GLASSOLUTIONS shall have the right to additional extending of the delivery time if:
 - 5.1. the Customer does not comply with the provisions of these GT&CS for Priva-lite ;
 - 5.2. the Customer is late with submitting complete information, referred to in sec. 2 item 1 above, necessary for a correct and timely implementation of the Customer's order by GLASSOLUTIONS.
 - 5.3. if supplies of components and materials needed to produce the Goods are delayed.
 - 5.4. vehicles with the gross vehicle weight rating (GVWR) exceeding 3.5 tonnes are not allowed to move on the road for a certain time or if the delivery must be done by a special purpose vehicle.
 - 5.5. In the cases referred to in sec. 2 item 2 and sec. 4 item 4.
6. Should the Customer not collect the Goods on time at the specified and agreed delivery location, GLASSOLUTIONS shall be entitled to charge the Customer with the storage costs of 3% of the gross value of the delivery for each commenced day of the delay. After 14 days of storing the Goods, GLASSOLUTIONS shall call on the Customer to collect the Goods within an additional deadline of 7 days. Should the Goods not be collected within this additional deadline, GLASSOLUTIONS shall issue a VAT invoice for the delivery on the day after the deadline, and the Customer shall be obliged to pay the due amount, whether he actually collects the Goods or not. If the Customer within 7 days upon the date of the invoice does not collect the Goods and does not request to have the Goods delivered once again, he shall be deemed to have expressed his tacit consent for GLASSOLUTIONS to destroy the Goods on the Customer's behalf, without prejudice to the aforementioned payment obligation. The Customer shall pay the costs of a repeated delivery (transport) of the Goods.
7. Each collection of Goods shall be confirmed with a legible and identifiable signature of the Customer or a person in charge at the place of delivery, to be put on delivery documents, depending on the place of collection. The delivery of the Goods shall be deemed as effected in terms of quantity and as being free of damage once the Customer or a person in charge at the delivery location has signed the delivery confirmation. In case there is no person in charge at the delivery location, the provisions of item 6 above shall apply.
8. Quantity inconsistency and cullet due to damage in transport shall be reported to the driver at the delivery of Goods and shall be confirmed in a report to be drawn up in two counterparts, one for each Party, on an official form made available by the driver delivering the Goods to the Customer. The completed form shall be signed by the driver and the person responsible for Goods' acceptance. The Customer shall be obliged to send a copy of the aforementioned report to GLASSOLUTIONS on the working day following the day of the delivery at the latest and in the form as appropriate for orders' placing. The Customer shall receive a new delivery of Goods that are free of defects and shall not incur any additional costs provided that he accompanies the report with photographic documentation confirming the transport damage. In case when Tilt watch on wooden box or rack is RED or if it is not possible and Tilt watch is black, but wooden box is damaged, the Goods should be examined in the presence of the driver, then the damage may be reported not later than within 7 working days following the delivery on a Priva-Lite Claim Report attached hereto pursuant to the procedure specified in § 5.
9. GLASSOLUTIONS may rely on external companies taking care for deliveries.

10. GLASSOLUTIONS is obliged to deliver the Goods to the Customer's seat unless the Parties have agreed on another place of delivery in a form as appropriate for orders' placing.
11. When Goods are transported by GLASSOLUTIONS or an external company engaged by GLASSOLUTIONS, GLASSOLUTIONS shall incur the risk of damage and loss of the Goods in transport until commencement of unloading by the Customer. At that point in time the risk shall pass onto the Customer. If Goods are transported by the Customer, the risk of damage and loss of the Goods shall pass onto the Customer at the time of completed loading of the Customer's vehicle.
12. GLASSOLUTIONS shall respect any embargo conditions for all commercial issues, it means that sales can be carried out only after checking embargo conditions and if there are no restrictions for sales and export.

§ 3

PACKAGING OF GOODS

GLASSOLUTIONS shall use wooden racks and boxes that are suitable for transport of Goods to the Customer. The packaging is invoiced as separate position on the invoice and therefore after receiving the Goods, the packaging belongs to the Customer who shall be responsible for its further reprocessing or recycling.

§ 4

PRICE / PAYMENT

1. GLASSOLUTIONS shall issue within 7 days of the delivery a VAT invoice to the Customer specifying: unit prices, additional costs, if any, costs of packaging and transport to the Customer's seat, quantity and terms of payment. Invoices shall be issued in the currency as per the price list or the quotation. VAT shall be charged pursuant to the currently binding rate according to applicable legal regulations.
2. The Parties mutually declare that the Customer shall pay the amount due to GLASSOLUTIONS for the delivered Goods as set out in the invoice in due time indicated in the invoice.
3. In case of any delay in payment of due invoices, GLASSOLUTIONS shall be entitled to withhold further activities within the order in question or execution of other orders placed by the Customer until the outstanding payments are made. Additionally GLASSOLUTIONS may amend the due date of next invoices to 7 days or may demand a prepayment in an agreed amount before commencing production of another lot of Goods.
4. Delays in payment may result in postponing the deliveries of subsequent lots of Goods in respect to an agreed delivery schedule. However, such a postponement shall not have any negative impact on GLASSOLUTIONS and shall not constitute a breach of the agreement entered into with the Customer.
5. In case of deliveries of Goods to be paid in instalments, a failure to pay an instalment in due time results in immediate maturity of the remaining due amounts.
6. When delay in payment exceeds 14 days in respect of the due date as specified on the invoice, GLASSOLUTIONS shall be entitled to terminate the agreement with immediate effect, in whole or in a part, at his own discretion.
7. In case the agreement is terminated as per the previous item, GLASSOLUTIONS may, at his own discretion, process the orders placed before the date of terminating the agreement or withdraw from the agreement in that scope. The right to this withdrawal applies within 14 days from the date of an event resulting in the termination of the agreement. In such case, the Customer shall be charged with the costs referred to in § 7 item 6.
8. In case of pre-paid orders, an order shall be passed on to production by GLASSOLUTIONS once the Customer has paid the pre-payment in the amount as agreed by the Parties and has delivered to GLASSOLUTIONS a confirmation of that payment.
9. In case of orders processed with a credit limit with an agreed payment security, an order shall be passed on to production by GLASSOLUTIONS once GLASSOLUTIONS receives the agreed security from the Customer.
10. The credit limit shall include a total of the Customer's due and undue liabilities towards GLASSOLUTIONS, that is, the total gross value of all orders placed, irrespective of their stage of completion, for which the invoice has not been settled yet.

§ 5

WARRANTY

1. The Parties mutually agree that Goods covered by an order shall be manufactured with due diligence, pursuant to the effective requirements of harmonised Standards, in line with the General Technical PRIVA-LITE Conditions of GLASSOLUTIONS (hereinafter referred to as the GTC for Priva-lite), specifying among others quality standards for the Goods, available on the GLASSOLUTIONS website (Glassolution.eu/privalite_warranty). At Customer's request, GLASSOLUTIONS shall deliver the GTC for Priva-lite to the Customer in a way appropriate for orders' placing.
2. GLASSOLUTIONS provides a warranty for a period of 5 years (for the PRIVA-LITE glass panels) and for a period of 2 years (for accessories and systems). The warranty is valid from the moment of delivery or - if the delivery is arranged by the Customer - at the time of completed loading of the Customer's vehicle and it shall be valid only if the Goods are used in accordance with their intended purpose. The warranty shall expire if Goods are processed, changed or damaged by the Customer or a third party, or they are used not in line with the GLASSOLUTIONS guidelines or if defects have not been reported to GLASSOLUTIONS immediately after being discovered, provided that the Customer could have noticed them when acting with due diligence.
3. The Customer's rights resulting from the granted warranty shall be binding upon GLASSOLUTIONS only until delivery of Goods that are free from defects without incurring any additional costs and provided that the damage or defect of Goods was discovered and reported within the warranty period and it was caused by GLASSOLUTIONS. Any additional costs paid by the Customer may be reimbursed by GLASSOLUTIONS in accordance with the provisions of § 6 item 7.
4. Complaints regarding quality defects shall be reported by the Customer not later than before the end of the warranty period. Complaints must be filed in writing, on a Priva-Lite Claim Report attached hereto. The Customer shall send the Report to GLASSOLUTIONS by e-mail on the day the form was completed. The report shall be accompanied with photographic documentation of the defect. If the photographic documentation is missing the complaint can be rejected.

5. Any complaint filed by the Customer after the time limit referred to in item 2 shall not be processed by GLASSOLUTIONS.
6. If Goods delivered by GLASSOLUTIONS are found indeed to be defective and the claim is accepted, the liability of GLASSOLUTIONS is limited only to the obligation to deliver Goods that are free of defects (replacement products) to a place indicated in the original order. Any additional costs paid by the Customer may be accepted and paid accordingly § 6 item 7.
7. Declarations of performance (CE) issued by GLASSOLUTION as the manufacturer of Goods are available on the website www.saint-gobainglass.com/ce and can be delivered at the Customer's request, in the form appropriate for orders' placing.

§ 6

CLAIM MANAGEMENT

1. Customer is obliged to assess the Goods immediately after their receipt, subject to sec. 2 item 8 hereto. Any shortages in quantity and cullet due to transport shall be reported by the Customer at Goods' acceptance. For this purpose the Customer or a person in charge at the place of delivery should complete an appropriate report form, referred to in § 2 item 8. The report is made available by the driver. The report must state the exact number of missing Goods. The driver must confirm this information when unloading is completed at the latest, under pain of losing the right to invoke the argument of incomplete delivery at a later date.
2. PRIVA-LITE should be examined at the moment of delivery and no later than 1 week before any forwarding or installation. Claims for visible defects shall not be accepted if PRIVA-LITE has been installed or further transported.
3. While reporting potential claims, the Customer shall be obliged to entirely complete the GLASSOLUTIONS Priva-Lite Claim Report (version 6.0) attached hereto or another form covering all information required in the GLASSOLUTIONS Priva-Lite Claim Report and sent it via e-mail to sales representative and to the following e-mail address: QUALITY.PRUSZKOW@saint-gobain.com along with necessary information and photographic documentation in accordance with Priva-Lite Claim Report.
4. Based on the information concerning the claim specified in Priva-Lite Claim Report, GLASSOLUTIONS shall decide whether a visit on site is necessary or not. Should the visit be necessary, it shall take place at a date agreed with the Customer after receipt of all the information required to plan a visit on site. However, if the claim is rejected the GLASSOLUTIONS may charge the Customer with all travelling costs (plane ticket + car renting + hotel).
5. The visit report containing the conclusions shall be sent to the originally invoiced Customer within two weeks following the visit on site. In case further R&D analyses are required, the final visit report shall be sent immediately after receipt of the results of necessary analysis.
6. Conclusions of the report shall be based on Saint-Gobain technical and installation documents being in force at the time of the original order. If installation or maintenance rules have not been followed, then the claim shall be rejected.
7. In case a quality claim for PRIVA-LITE glass panels is accepted by GLASSOLUTIONS the following remedy actions shall be provided:
 - 7.1. GLASSOLUTIONS shall issue "a claim order confirmation" for the replacement Goods.
 - 7.2. GLASSOLUTIONS shall cover costs of reproducing replacement Goods.
 - 7.3. Replacement Goods shall be delivered without any costs to the initial delivery place.
 - 7.4. If applicable, GLASSOLUTIONS hereby declares to participate in the costs of deglazing and glazing replacement product, however with the following limitations :
 - 7.4.1. the glazing was carried out in the country where the PRIVA-LITE had been delivered
 - 7.4.2. the costs are reasonable and justified and they do not exceed 50% of the value of the replaced PRIVA-LITE.
 - 7.4.3. A copy of the original cost invoice shall be required in order to approve the replacement costs.
8. In case quality claim for PRIVA-LITE glass panels is rejected the report shall be sent to the Customer and it shall give reasons for the rejection of the warranty claim. If new PRIVA-LITE panels need to be delivered, a new order shall be required.
9. As long as the final decision on the claim is not taken, the Customer shall be obliged to store the claimed Goods in an appropriate way preventing the Goods from any potential damage or occurrence of new defects or destruction. GLASSOLUTIONS reserves the right to analyse and examine all Goods covered by the complaint.
10. In each case, complaints shall be processed by GLASSOLUTIONS basing on a correctly drawn up document referred to in item 3 above and the photographs taken immediately after the event by a representative of GLASSOLUTIONS or the Customer appointed to take pictures.
11. If complaint is accepted, GLASSOLUTIONS shall be obliged to deliver new Goods that are free of defects or deliver the missing Goods within a deadline to be agreed with the Customer, taking into account the technical capacity of GLASSOLUTIONS.
12. Should GLASSOLUTIONS accept the complaint, the Customer may be asked to return the defective Goods on the day on which GLASSOLUTIONS delivers Goods that are free of defects or on another date to be agreed by the Parties. The return shall be confirmed by a driver and the Customer or a person in charge at the place of delivery, on a document made available by the driver. The Customer shall keep a copy of that document. After the expiry of the aforementioned deadline the liability for disposal of the defective Goods, as being faulty Goods or wastes, shall pass on to the Customer.
13. GLASSOLUTIONS reserves the right to withhold handling Customer's claims under the complaint as long as the Customer does not settle all outstanding liabilities towards GLASSOLUTIONS, except for liabilities for the claimed Goods. The payment for the claimed Goods may be withheld by the Customer until the claim has been handled by GLASSOLUTIONS.

§ 7

LIMITATION OF GLASSOLUTIONS LIABILITY SECURING CLAIMS OF GLASSOLUTIONS

1. GLASSOLUTIONS incurs liability only for correct completion of an order in line with the parameters indicated by the Customer in his order. In particular, GLASSOLUTIONS shall not be liable for use of the Goods by the Customer in a manner that is not in line with their intended purpose, for fitness of the Goods for the Customer's purpose and for incorrect installation, as well as choice of thickness, shape and type of glass edge processing, and for calculations of the structure, including statical calculations.

2. GLASSOLUTIONS shall not incur any liability for differences in colours and shades of the delivered Goods of the same type, if such differences result from use of production components, the parameters of which fall within tolerances provided for such components in the relevant Standards.
3. GLASSOLUTIONS shall not incur any liability for damage resulting from inappropriate storage of Goods and for negative effects of using inappropriate installation and assembly materials such as silicones, glues, that may react chemically with certain parts of GLASSOLUTIONS Goods. Upon the Customer's request, GLASSOLUTIONS shall inform the Customer on types of materials used by GLASSOLUTIONS in production of the ordered Goods that may react chemically.
4. The Parties exclude GLASSOLUTIONS liability for damage caused to third parties by Goods delivered to the Customer by GLASSOLUTIONS, including damage caused by hazardous products. The Customer shall indemnify GLASSOLUTIONS from the liability towards third parties and shall satisfy all claims reported by third parties.
5. Apart from the claims defined explicitly in these GT&CS for Priva-lite, the Customer shall not be entitled to any further claims towards GLASSOLUTIONS resulting from the Polish Civil Code or to claims based on other legal regulations.
6. In case the Customer cancels an order that is already in progress or introduces any changes to the order, the Customer shall cover all costs incurred by GLASSOLUTIONS related to commencing works on the order, in particular costs of ordered materials, manufactured goods and costs of work-in-progress. These materials, Goods and work-in-progress shall constitute the Customer's property and shall be delivered to him by GLASSOLUTIONS. § 2 item 6 applies accordingly.
7. All photographs, drawings, sketches, designs, models, IT tools and other materials of that kind transferred to the Customer by GLASSOLUTIONS constitute property of GLASSOLUTIONS. These materials are destined for the Customer's exclusive use in the scope as determined by GLASSOLUTIONS. A prior written approval of GLASSOLUTIONS shall be required in order to make them available to any third party, under pain of nullity.
8. Should the Customer breach the provisions of item 7 above, GLASSOLUTIONS shall be entitled to demand contractual penalty to be paid by the Customer in the amount of € 10,000 for each infringement.

§ 8

FINAL PROVISIONS

1. Paragraph titles are only of organisational importance and shall not affect the interpretation of the provisions of these GT&CS for Priva-lite.
2. All communication between GLASSOLUTIONS and the Customer concerning the cooperation between the Parties shall be made in writing, by email at addresses to be indicated by the Parties at order placing. The Parties are obliged to inform each other about any change of their addresses. Failing to do so shall result in deeming any correspondence sent to the previous address as delivered.
3. These GT&CS for Priva-lite may be amended by GLASSOLUTIONS. An amendment of these GT&CS for Priva-lite shall be understood as: introduction of changes to the GT&CS for Priva-lite in force, revoking these GT&CS for Priva-lite and adopting new GT&CS for Priva-lite. Such changes shall be binding on the Customer with respect to all orders placed after the day of delivery of the amended or new GT&CS for Priva-lite to the Customer.
4. Other quotations, templates, documents, technical catalogues and advertising materials of GLASSOLUTIONS are for informative purposes only and are not binding for the Parties. GLASSOLUTIONS reserves the right to introduce changes to the aforementioned documents with respect to information, technical parameters and range of the offered products.
5. For matters not covered and exceeding the scope of these General Terms and Conditions of Sales for Priva-lite, the up-to-date written arrangements between the Parties and applicable provisions of the Polish law shall apply.
6. Any disputes that may arise with respect to the cooperation of the Parties regarding deliveries of Goods from GLASSOLUTIONS shall be settled by the Polish common court of law with jurisdiction over GLASSOLUTIONS registered seat.
7. The Accompanying Documents used by GLASSOLUTIONS for the scope of cooperation with the Customer on the date of delivering these GT&CS for Priva-lite, available on the website <http://glassolutions.pl/pl/warunki-współpracy>, as well as later new or updated ones, do not constitute a part of these GT&CS for Priva-lite, and their change does not require amendment of these GT&CS for Priva-Lite.

