

General Terms of delivery

I PLACING AND IMPLEMENTING PURCHASE ORDERS

- §1 ISOROC POLSKA S.A. Nidzica-based (hereinafter: "ISOROC") sells its products to trading partners basing on the purchase order placed by the customer, and confirmed by ISOROC pursuant to the rules mentioned in the following document.
- §2 Conclusion of a contact requires the written form of an order placed by the customer, as well as the written declaration of acceptance of the "General terms of delivery," and the written acceptance of a purchase order by ISOROC.
- §3 The customer is notified of the "General terms of delivery" with an attachment to the partnership agreement, or at the latest with placing the order. The general terms of delivery can also be found on the official website www.isoroc.pl and in the product catalogue. If a customer remains in a regular economic relation with ISOROC, accepting the conditions once, will be binding for all further orders, until the conditions are modified.
- §4 If the customer hasn't made a statement about accepting the General terms of delivery, ISOROC may withhold order implementation until receiving the written statement, or until agreeing on different conditions of delivery. After setting a suitable date for acceptance, or agreeing on different terms of delivery, ISOROC may retract from realizing the order.
- §5 The ISOROC's product catalogue is edited in a written form, as well as on the website www.isoroc.pl
- §6 ISOROC may produce non-standard goods (not mentioned in the product catalogue). Placing an order for non-standard goods requires individual agreement with ISOROC each time goods are ordered, nevertheless ISOROC reserves the right to decline realizing the non-standard order.
- §7 The orders must be in a written form and comprise the following information:
- Selection, dimensions of ordered goods,
 - Quantity
 - Price
 - Delivery date and delivery schedule
 - Means of payment
 - Destination
 - Unloading manner (top / side)
 - Name and address of the customer
 - Name, surname, and telephone number of the person who placed the order
 - Name, surname, and telephone number of the person who is entitled to accept the goods.
- An exemplary order form is on website www.isoroc.pl
- §8 An order for long-term deliveries should include a schedule of the planned deliveries.
- §9 The ISOROC's Customer Service Department is at customer's disposal Monday to Friday, between 7 a.m. and 3.30 p.m. Orders may be placed round the clock by fax: +48896250319 or by e-mails:
- Orders within the Polish territory: a.kleszcz@isoroc.pl; m.prusinska@isoroc.pl
 - Foreign orders: k.kurzac@isoroc.pl; m.parecka@isoroc.pl
- §10 The Customer Service Department confirms the receipt of an order within 2 working days and informs the customer about the estimated delivery date which depends on the product's availability.
- §11 If the delivery of the ordered product is not possible as previously indicated by the Customer Service Department, ISOROC will immediately confirm the next closest date of order's realization. Unless the customer objects within one working day, the new delivery date is binding.
- §12 Date of order acceptance shall be the date of sending confirmation of order acceptance.
- §13 Orders with accepted delivery schedule should have priority in acceptance.
- §14 Order placed without delivery schedule is valid for 30 days. Upon lack of the order fulfillment it is automatically cancelled.
- §15 ISOROC shall not be held liable for order mistakes. ISOROC reserves the right to charge the customer with the production and transportation costs due to the mistake.
- §16 Any modifications of the orders, their amendments and cancellations shall be made in writing. In case of standard products – changes shall be made not later than 2 working days before the delivery date. Changes will not be taken into account, if the goods have already been sent out. In case of non-standard products – changes shall be made not later than 2 working days before the assortment production. Changes shall not be taken into account, if the goods have already been produced. Introducing changes to the order may delay the previously quoted date of delivery.

§17 ISOROC reserves the right to suspend accepting further purchase orders and realizing the already accepted ones if the customer is in arrears, or if customer's trade credit has been exceeded.

§18 ISOROC reserves the right to change the confirmed orders and estimated dates of delivery as a result of force majeure. "Force majeure" means any situation that could not have been foreseen, inter alia: natural catastrophes: earthquakes, hurricanes, floods, fire; general strike, roadblock, blockage of any other commonly used places of entry /exit, epidemic, as well as breakdowns, lack of water, energy and resources deliveries that preclude ISOROC from working for a period longer than 3 working days.

In case ISOROC, due to the force majeure, cannot realize the confirmed order, customer will be immediately informed of the situation, and estimated date of delivery. ISOROC reserves the right to retract from realizing the order without being held responsible or bearing costs for unrealized orders. If the estimated date of delivery is 72 hours longer than the originally agreed one, the customer is entitled to resign from the ordered goods being delivered without bearing any additional costs.

II DELIVERING ORDERED GOODS

- §1 ISOROC delivers goods to an appointed place within Polish territory at its own expense, without bearing the costs of unloading and possible demurrage at the unloading place.
- §2 The customer may collect the ordered goods from the ISOROC's warehouse using their own means of transport, after having pre-concerted it with ISOROC. However:
- ISOROC shall not be held liable for any damages caused during the transport,
 - ISOROC shall not be held liable for goods damaged due to inadequate means of transport,
 - Vehicle provided by the customer should guarantee loading the whole order,
 - Person collecting the goods must have an authorization issued by the customer,
 - Person collecting the goods must sign the goods dispatch note, providing the precise time and date of the collection.
- §3 Truck unloading time should not exceed 2 hours.
- §4 The railway deliveries are possible after prior notification about this fact to ISOROC, costs evaluation and acceptance by the customer.
- §5 Minimum quantity of delivery is specified on the basis of individual arrangement between ISOROC and the customer, and depends on the possibility to organize joint deliveries to several unloading places. In such a case, the price of the product may be higher than the standard one, due to higher transport costs.
- §6 ISOROC has the right to charge the customer with transport cost, if wrong delivery address was provided in the order form, which resulted in necessity to transport the goods to another location, or if the ordered goods were not collected from the delivery place at the appointed time.
- §7 One order is for one unloading place. Delivery of a full truck of goods may be unloaded in more than one place, at additional transport and unloading charge.
- §8 Deliveries to a place specified in the order shall be realized only if there is a physical possibility of getting to the unloading place. However, driver may refuse to deliver the goods in case there is a possibility of damaging the goods, or a vehicle. If there's no possibility of unloading the goods at the specified delivery place, the goods may be transported to another place appointed by the customer, at additional charge.
- §9 In case the customer resigns from the order, or do not collect it from ISOROC's warehouse within 60 days from placing the order, ISOROC is entitled to charge the customer with costs of production, transporting, and storing the goods for 60 days.
- §10 In case of deliveries based on prepayment – the delivery date should be calculated from the date of crediting money to ISOROC Polska's bank account.
- §11 The delivery is considered completed once the goods are unloaded at the agreed unloading point and the consignment note is handed over to a person who placed the order, or a person authorized by the customer. In case the goods are picked up from the ISOROC's warehouse, the delivery is considered executed once the goods are loaded on the provided vehicle.
- §12 Person accepting ordered goods on behalf of the customer must have an authorization issued by the customer. The customer, or the person authorized by him to goods receipt, is obliged to sign the goods dispatch note and to acknowledge the conformity of the delivery with the consignment note. ISOROC shall not bear costs for any damages to the goods during unloading.
- §13 The invoice for the receipt of product is sent by post, or in case of a consent for receiving electronic invoices – by e-mail, the next working day after delivered shipment, or collection from the ISOROC's warehouse.

III COMPLAINTS:

- §1 ISOROC declares that all products admitted to trading marked with CE sign, are manufactured in compliance with effective standards. Products admitted to trading have necessary documents which permit them to be sold accordingly to the application advised by the manufactures. Products have Certificate of Constancy of Performance common to them all, and Declaration of Performance for each product.
- §2 Documents which allow products of ISOROC to be used in construction may be found on the ISOROC website: www.isoroc.pl. Documents are not handed to the customer with ordered goods.
- §3 All complaints are handled in accordance with effective law within the Polish territory.
- §4 The complaint must be filed specifically by (or via) direct Customer (buyer).
- §5 The complaint must be submitted in writing within the below mentioned time limit. The complaint must comprise: Customer's name, surname, telephone number of the person filing the complaint, the goods dispatch note number or the invoice number, detailed description and quantity of the product (an exemplary complaint form is available online: www.isoroc.pl in downloads /commercial documents folder.
- §6 The customer shall receive response to reported complaint within 14 day (21 days in case of export deliveries) from the date of receiving the complaint. ISOROC will make every effort to deal with the complaint as quickly as possible. In case the complaint is filed against the above mentioned conditions - points 4 and 5, ISOROC will notify the customer about the necessity to fill in the form within 3 days from receiving the notification. Unless the form is filled in properly, the complaint won't be accepted. The period for settling the complaint is measured from the day the customer completes the complaint form.

In cases when complaint settlement requires additional procedures to be put in place which may prolong its processing time, or in case of any other circumstances potentially prolonging the settlement – the customer shall receive a notification within 14 days from the date of complaint being reported, together with the estimated time of it handling.

WRONG DELIVERY COMPLAINTS

- §1 Complaints due to the wrong delivery comprise quantity complaints, complaints of the damaged products, discrepancy between the order and received goods, state of the packaging, and the delivery term.
- §2 The customer is obliged to confirm the delivery and check its condition immediately after receiving the goods. Any damages, shortages or delays to the delivery must be noted on each copy of the goods dispatch note, and the consignment note.
- §3 Any reservations about the delivered goods must be officially confirmed by the signatures of the person responsible for the goods receipt and the driver/ carrier/ railway employee.
- §4 Complaints due to the incorrect delivery should be placed immediately, i.e. at the latest the next working day after unloading.
- ISOROC shall not be held liable for any damages caused during unloading, and faulty stocking of goods (i.e. not in compliance with the safe use instruction sheet placed on every pallet) and other circumstances for which the customer is responsible. ISOROC shall not be liable for any damages due to transport or quantity discrepancies in case when customer arranges the transport of goods on his own from ISOROC's warehouse .
- §5 In case when the complaint is filed contrary to the conditions or dates mentioned in this document, the delivery shall be assumed successful and the complaint will be rejected.

QUALITY COMPLAINTS

- §1 Quality complaints concern any doubts over technical parameters of delivered goods.
- §2 The customer is obliged to secure faulty goods together with purchase documents and to store it in a manner preventing from any damages until the ISOROC's representative comes to evaluate the product.
- §3 Complaints must be filed in writing by the Customer who bought the goods from ISOROC.
- §4 In case of complaints filed by the contractor, the complaint must be filed directly at the company which had supplied him with the ISOROC's products, and this company must immediately hand the complaint over to ISOROC by fax or e-mail. The original of the complaint may be sent later by post, and the date of its receipt shall not be considered in the course of complaint handling.
- §5 Immediately upon the receipt of the complaint by ISOROC, but the next working day at the latest, it shall be handed over to the respective technical advisor and the appropriate regional sale manager who will contact the customer in order to arrange a meeting leading to assessment of the claimed product.

- §6 During the arranged meeting ISOROC's representative together with customer will prepare a protocol note which should consider visual assessment of the claimed product, manner of its storage, warehousing, and transport adequacy , or possibly the correctness of its assembly and usage.
- §7 If the ISOROC's representative considers it applicable – he may take a sample of a claimed product from applied or non-applied products in order to pass it for laboratory tests.
- §8 In case when a collective assessment of the claimed product is required, technical advisor will inform customer (by phone, mail or fax) of the planned visit of the complaint commission on the spot. The complaint commission is authorized to expose a chosen part of the applied product to take representative samples for independent laboratory examination. Samples should be marked and stamped with company's seal by both sides. The result of the examination shall be binding for both sides.
- §9 If the purchased product raises doubts about its quality, and yet is applied, ISOROC is not liable for any resultant flaws or costs.
- §10 Quality complaints should be filed at ISOROC immediately, but not later than in 3 days from noticing the defect, and not later than in 3 months from the date of receipt / pickup of goods.
- §11 In case of latent defects, the quality complaints should be filed immediately after finding the default, but not later than in 7 days from finding it.
- §12 If the complaint is filed contrary to the conditions or time limit indicated in the document, the goods shall be considered accepted without reservations, and the complaint shall be rejected.
- §13 ISOROC shall not be liable for the mistakes of the customer, or any third party, including losses due to inadequate product application, and project / executive mistakes, as well as force majeure.

FINAL PROVISIONS

- §1 The General Terms of Delivery are an integral part of all concluded contracts.
- §2 The General Terms of Delivery may be modified. In case any changes are introduced, the customer shall be informed of them in writing.
- §3 The general Terms of Delivery shall be valid from 01.06.2014 and replace the former General Terms of Delivery and Realization of Deliveries.
- §4 Any potential dispute which may directly or indirectly result from the contractual relationship based on the above mentioned terms, shall be settled in compliance with Polish law, whereas the competent court shall be in accordance with ISOROC's actual headquarters.