

General terms of delivery

I. PLACEMENT AND IMPLEMENTATION OF ORDERS:

1. ISOROC Polska Spółka Akcyjna, based in Nidzica (hereinafter "**ISOROC**"), at ul. Leśna 30, 13-100 Nidzica, entered in the register of entrepreneurs kept by the District Court in Olsztyn, 8th Commercial Division of the National Court Register, with KRS number: 0000476683, having the Regon number: 015741851, NIP number: 5272435536, BDO number: 000026771, sells its products to business partners based on orders placed by the Customer and confirmed by ISOROC, in accordance with the principles adopted herein (hereinafter: "**General terms of delivery**" or "**GTD**").
2. The contract is concluded on the basis of a written order, submitted by the Customer together with a written statement of acceptance of the General terms of delivery, and a written order confirmation by ISOROC. In the event of overdue amounts from the Customer, ISOROC reserves the right to withhold the order.
3. The General terms of delivery are communicated to the Customer for information and acceptance as an attachment to partnership agreements, or at the latest, upon placing an order, and are also available at www.isoroc.pl and in the Product Catalog. If the Customer remains in permanent commercial relations with ISOROC, acceptance of the General terms of delivery under one order is considered as acceptance for all other orders, until their content changes.
4. If the Customer has not submitted a statement on acceptance of the General Terms of Delivery, ISOROC may suspend the execution of the order until receipt of a written statement, or until other delivery terms have been agreed. After determining an appropriate deadline for acceptance or setting other delivery terms and its ineffective expiration, ISOROC may withdraw from the contract.
5. The ISOROC product catalog is edited in a separate paper form and on the ISOROC websites at www.isoroc.pl.
6. ISOROC provides for the possibility of fulfilling orders for custom products (not included in the Product Catalog). Placing an order for custom products requires an individual agreement with ISOROC every time; however, ISOROC reserves the right to refuse to fulfill the order for custom products.
7. Orders must be submitted in writing with the following information:
 - a. range and size of ordered products,
 - b. quantity m²/pallets,
 - c. price,
 - d. deadline and delivery schedule,
 - e. payment method,
 - f. place of delivery,
 - g. unloading method (top/side),
 - h. name and address of the Customer,
 - i. full name and phone number of the person placing the order,

j. full name and telephone number of the person authorized by the Customer to collect the goods,

A template of the order form is available at www.isoroc.pl.

8. An order for long-term deliveries should include a delivery schedule.
9. The ISOROC Customer Service Department is available to Customers at the phone numbers found in the “Contact” tab at www.isoroc.pl, from Monday to Friday from 7.00 to 15.30. Orders may also be placed round the clock using electronic communication channels at the following address:
 - a) orders in Poland: a.budka@isoroc.pl, m.prusinska@isoroc.pl
 - b) orders outside Poland: k.kochanowska@isoroc.pl, m.parecka@isoroc.pl
10. The Customer Service Department shall confirm the order’s receipt no later than within 2 business days of receiving the order, also indicating the expected delivery date, which depends on the availability of the goods ordered and is carried out on a first-come-first-served basis. The Customer may not consider a lack of acknowledgement of order receipt in the said period as the tacit confirmation of the order.
11. If the delivery of the goods ordered is not possible on the date indicated by the Customer Service Department, ISOROC shall immediately confirm the next possible date of implementation. In the absence of objections from the Customer, submitted within 1 business day, the new delivery deadline given by ISOROC shall be considered binding.
12. The date of accepting the order is the date of sending the order confirmation for execution. The date of accepting the order for execution is deemed as the date of concluding a sales contract in relation to such order (“**Sale Agreement**”). In the event of overdue payments, the Customer will receive confirmation of order registration in the system.
13. The validity of an order submitted without providing a delivery schedule is 30 days. If the order is not carried out by the Customer within 30 days from the date of order, it is automatically canceled.
14. ISOROC shall not be liable for errors in orders, and has the right to charge the Customer with manufacture and transport costs incurred as a result of such errors.
15. Any changes to submitted orders, their corrections or cancellations must be made in writing. In the case of standard products, changes must be made no later than within 2 working days before the indicated delivery date. The changes shall not be taken into account if the goods have already been sent. For custom products, the changes shall not be taken into account if the goods have already been made. Making changes to the order may result in postponement of the previously confirmed order completion date. It is not possible to cancel delivery on the day of loading.

16. ISOROC reserves the right to suspend the acceptance of orders or the execution of accepted orders, if the Customer is in arrears with payments to ISOROC or his trade limit has been exceeded.

In the event of a “force majeure”, ISOROC reserves the right to change the confirmed and anticipated dates of the order. The term “force majeure” is understood as any event that could not have been predicted with due diligence, including fire, flood, general strike, blocks on roads or other commonly used entry or exit points, earthquake, flood, hurricane, epidemic and other forces of nature, as well as failures, blackouts, water and raw material shortages that prevent ISOROC from working longer than 3 business days. For the avoidance of doubt, force majeure is understood to also mean a cyber attack on all devices and systems used for remote communication. Should ISOROC be unable to fulfill a confirmed order due to the occurrence of “force majeure”, it shall immediately notify the Customer, indicating, if possible, the new anticipated delivery date, retaining the right to withdraw from the contract, without liability for non-fulfillment of the order, or without bearing any additional costs.

17. Where the new expected delivery date exceeds the previously confirmed delivery date by 5 working days, the Customer has the right to cancel the delivery of the goods ordered without incurring any additional costs.

II. DELIVERY OF ORDERED GOODS:

1. ISOROC shall deliver the goods to the delivery location in Poland at its own expense, not including the costs of unloading and any prolonged stoppage of the means of transport at the delivery location. In case of each delivery of goods outside the territory of the Republic of Poland, such issues as: a) the party incurring the cost of delivery and b) the amount of the cost are determined individually.
2. ISOROC allows the possibility that, after prior individual determination of conditions, the ordered goods be picked up at the ISOROC warehouse using a means of transport provided by the Customer, whereby:
 - ISOROC shall not be responsible for any losses caused during transport,
 - ISOROC is not liable for damage to goods transported in vehicles not adapted to the transport of the products ordered,
 - the means of transport provided by the Customer should guarantee the transport of the entire order,
 - the person receiving the goods must have the authorization issued by the Customer,
 - the person receiving the goods is obliged to sign the release document of the goods and to provide the date and time of receipt.
3. Unloading of goods must be completed within 3 hours from arrival to the place indicated in the order.
4. The minimum amount for delivery is determined based on individual arrangements between ISOROC and the Customer. The minimum amount of delivery depends on the possibility of organizing combined deliveries in several unloading locations. In such

case, the product price may be higher than the standard price due to higher transport costs.

5. ISOROC has the right to charge the Customer with transport costs if an incorrect delivery address is given in the order, which necessitates transporting the goods to another location, or the ordered goods will not be picked up from the delivery location within the agreed time.
6. One order applies to delivery to one unloading location. Full truck deliveries can be unloaded in more than one location at an additional charge for transport and unloading.
7. Goods deliveries to a place indicated in the order shall only be realized, provided that reaching the place of unloading is physically possible with a given means of transport. At the same time, the driver has the right to refuse access to the place of unloading in the event that this might damage the vehicle or cause damage. If it is not possible to unload the goods at the delivery location, the goods ordered may be transported at the Customer's cost to another delivery location of his choice.
8. In the event of order cancellation or non-receipt of the goods ordered from the ISOROC warehouse for a period of 60 days from the date of order, ISOROC has the right to charge the Customer with the costs of manufacture, transport and storage of the ordered product for a period of 60 days.
9. In case of deliveries based on a prepayment – the date of order fulfillment shall be counted from the date of receiving the funds on the ISOROC account.
10. The delivery is considered to have been made when the goods are delivered for unloading at the delivery location and upon delivering shipping documents to the Customer or to a person authorized by the Customer. In the case of goods being picked up from the ISOROC warehouse, the delivery is considered to have been made when the goods have been loaded onto a provided means of transport.
11. The person receiving the ordered goods on behalf of the Customer must have an authorization issued by the Customer. The Customer or a person authorized by him to pick up the goods is obliged to sign the release document and confirm the conformity of delivery with the consignment note. It is necessary to provide information about the planned receipt of the order (driver's details and vehicle registration numbers) at least 24 hours before the planned receipt. Damage to the goods during unloading shall be charged to the Customer.
12. An invoice for the goods received is sent via post, or - in the case of consent to receive invoices in electronic form - via e-mail on the next business day after the shipment or collection of goods from the ISOROC warehouse.

III. PAYMENT DATES AND INTEREST

1. The charge for the Products ordered is payable based on an invoice issued by ISOROC after the delivery of the Products to the Customer, or after the Products have been received by the Customer from the ISOROC headquarters. All invoices must be paid by the agreed payment date.

2. ISOROC shall issue an invoice no sooner than on the day the Products are handed over to the Customer and loaded on the means of transport at the ISOROC headquarters for transport to the Customer.
3. It is assumed that the date of payment is the day the payment was posted on the ISOROC account.
4. In the event of delay in payment, the Customer shall pay ISOROC statutory interest for each day of delay. In this case, on the basis of the Act on payment deadlines in commercial transactions, ISOROC may also charge interest for delays in commercial transactions.
5. The Buyer's claim for the complaint referred to in points IV-VI of these terms shall not affect the payment dates for the Products sold.
6. The Customer may not deduct any amount due for ISOROC under the Purchase Agreement from any ISOROC's claim against the Customer, from any source, without the prior written consent of ISOROC.

IV. COMPLAINTS:

1. ISOROC declares that all products approved for sale with the CE mark are manufactured in accordance with applicable standards. The products released for sale have the necessary documents allowing selling them in accordance with the use provided by the manufacturer, including the Certificate of constancy of performance common to all products and the Declarations of performance for each individual product.
2. Scans of documents that allow ISOROC products to be marketed or made available on the market of construction products can be found on the ISOROC website at www.isoroc.pl. These documents are not delivered to the Customer together with the order.
3. All complaints are handled in accordance with applicable law on the territory of Poland.
4. A complaint may be filed to ISOROC only by (or via) the direct Customer (buyer).
5. The complaint must be submitted in writing to the following address: ISOROC POLSKA S.A., 13-100 Nidzica, ul. Lesna 30, or in electronic form to the address nidzica@isoroc.pl or through a regional Technical and Commercial Advisor (e-mail addresses available at www.isoroc.pl, in the "Contact" tab) under deadlines indicated herein. The complaint should include: the name of the Customer, name, surname and telephone number of the person lodging the complaint, the number of the stock release document or invoice, a detailed description and amount of the product subject to complaint (template of the complaint form can be found at www.isoroc.pl in the "Commercial documents" tab). Only applications containing the full information above will be accepted for consideration.
6. ISOROC shall consider the complaint within 14 calendar days (21 days in the case of complaints regarding foreign sales) from receiving the application. ISOROC shall make every effort to ensure that the time taken to deal with complaints is as short as possible.

In the event that a complaint is lodged contrary to the terms indicated in items 4 or 5 above, ISOROC shall notify the Customer of this fact, obliging him to complete the application within 2 days from the receiving the notification of any shortcomings, under pain of rendering the complaint ineffective. Whereupon the deadline for addressing complaints by ISOROC is counted from the date of the Customer's supplementing the complaint application.

7. For the purpose of addressing a quality complaint, the Customer submitting it is obliged to:
 - a) Secure and enable the inspection of the product in a place where it is available (also in the case of complaints concerning products during installation or already installed),
 - b) Provide product purchase documentation,
 - c) Send the photo of the label - does not apply to products already applied, whose defects were manifested with a delay during the use of the facility (e.g. ETICs) in situations where it is no longer possible
 - d) Provide a sample of the product being advertised,
 - e) If possible, send pictures showing the quality defect subject to the complaint,
 - f) Provide other information that is relevant for the thorough consideration of the complaint.

8. Where the resolution of a complaint requires additional procedures that may extend the time of its settlement, or where other circumstances arise that may extend the time of its settlement - ISOROC shall send such information to the Customer's head office address, or to another clearly provided mailing address, with the expected date of the claim's settlement.

9. If the complaint is accepted in a manner different from the one initially negotiated during the complaint visit and indicated in the complaint report, the Customer should confirm in writing that the claims arising from the submitted complaint have been satisfied. Should they fail to do so within 5 working days, it is assumed that they accept the solution proposed by ISOROC.

V. COMPLAINTS FOR IMPROPER DELIVERY:

1. Complaints regarding improper delivery include quantitative complaints, complaints regarding damage to the delivered goods, non-conformity of the goods with the confirmed order, condition of the packaging, and delivery date.
2. The Customer is obliged to confirm delivery and check its conditions immediately after receiving the goods. Any damage, shortages or delays in delivery must be documented on every copy of the release document and the consignment note.
3. All reservations regarding the goods delivered must be included in the protocol and must be confirmed with the signatures of the person picking up the goods and the driver of the carrier or a railway employee.
4. Complaints for improper delivery must be submitted promptly, i.e. on the next business day after unloading the goods at the latest. Apart from the documents indicated in points

2 and 3, the application should come complete with accurate, legible and color photos showing the size of the damage and a photo of the product's label.

5. ISOROC shall not be liable for damage to goods caused during unloading and faulty storage of goods (i.e. incompatible with the instructions for the product's safe use, found on each pallet the goods are placed on) and other events, for which the Customer is liable, as well as in the case receipt of goods using own means of transport from the ISOROC warehouse; ISOROC shall not be liable for losses incurred during the transport of the goods ordered, as well as for quantity shortages of the goods.
6. If a complaint is made contrary to the terms and dates indicated herein, it is considered that the goods have been accepted without reservations and the complaint shall not be addressed.

VI. QUALITY COMPLAINTS:

1. Quality complaints concern all doubts related to the technical parameters of the products delivered.
2. The Customer shall secure the goods subject to the complaint together with the purchase documentation and store it in a way that prevents its damage until the arrival of an ISOROC representative.
3. Complaints must be submitted in writing by the Customer who purchased the goods at ISOROC.
4. After the complaint has been received by ISOROC, (the complaint shall be forwarded promptly - although no later than on the next business day - to the Quality and Complaints Specialist and the appropriate Regional Trader, who will contact the Customer to arrange a meeting and a visit to evaluate the product subject to the complaint.
5. During the agreed meeting, an ISOROC representative together with the Customer filing a complaint regarding a product shall prepare a protocol, which shall include visual evaluation of the said product, the degree of correctness of its storage, warehousing and transport, as well as its assembly and use (if applicable).
6. If the ISOROC representative deems it appropriate, they may take a sample of the product subject to the complaint, including a sample of the said product from the already completed construction works, to perform laboratory tests.
7. In the event of a need for a committee assessment of the products subject to the complaint, the Regional Trader shall notify the Customer (by phone or e-mail) about the planned visit of the complaint committee in the location subject to the complaint. If necessary, the complaint committee is authorized to make an outcrop of the product installed in the facility. The committee is authorized to collect control samples that may be intended for testing by an independent laboratory. These samples should be marked and additionally sealed with company seals by both parties. The result of the tests carried out by an independent laboratory shall be binding for the parties.

8. The Customer should submit other information relevant for the reliable consideration of the complaint, such submission being required on the basis of a request from ISOROC. If the information referred to in the preceding sentence is not submitted within 14 calendar days from the date of the ISOROC's written notice to the Customer, the complaint will be canceled.
9. Should the goods purchased raise doubts regarding quality and are still being used for further resale or construction works, ISOROC shall not be liable for any defects or related costs.
10. Quality complaints should be reported to ISOROC promptly, although no later than within 3 working days from finding the irregularity, and no later than within 3 months from the date of delivery/receipt of the goods.
11. In the case of hidden defects, quality complaints should be reported immediately after detecting a defect, although no later than within 7 days from the date of its detection.
12. If a complaint is made contrary to the terms and dates indicated herein, it is considered that the goods have been accepted without reservations and the complaint shall not be addressed.
13. ISOROC shall not be liable for errors of the Customer (Buyer) and third party errors, including losses resulting from improper use of the products and for design and execution errors, as well as for force majeure.

VII. CONFIDENTIALITY CLAUSE

1. The Customer undertakes to not disclose and to maintain in strict confidence any confidential information and knowledge acquired as part of the delivery covered by these GTD for a period of 2 years from submission of the last order for goods from ISOROC.
2. Any information regarding ISOROC's activities or the activities of any affiliated company and the terms of delivery that are not publicly known shall be treated as confidential. Data on ISOROC's activities also include manufacturing drawings and all information which they relate to and which are specified in them.
3. Notwithstanding the foregoing, "Confidential Information" does not contain information that is already in lawful possession or will become publicly available in a manner other than by violating this provision.
4. The Customer undertakes to pay to ISOROC a contractual penalty in the amount of PLN 20,000.00 for each case of confidentiality breach. The above does not exclude the possibility for ISOROC to claim compensation from the Customer in an amount exceeding the reserved contractual penalty under general terms.

VIII. FINAL PROVISIONS:

1. The General terms of delivery form an integral part of all contracts concluded.

2. The General terms of delivery may change. In the event of changes, the Customer shall be informed in writing.
3. The General terms of delivery are valid from 02.01.2019 and supersede the previous General terms and implementation of delivery.
4. Any disputes that result directly or indirectly from the contractual relationship based on these Terms of delivery shall be settled on the basis of Polish law, whereas the competent court shall always be the court with jurisdiction over the ISOROC headquarters.