

§ 1. General information

1. These General Terms of Sale (GTS) apply without exception to the performance of commercial contracts and to all deliveries and services provided by O.P.S.O. Sp. z o.o. (Manufacturer, STORA-DRAIN) unless otherwise agreed in writing.
2. An integral part of the GTS are the General Terms of Warranty (GTW) available at www.stora-drain.pl
3. O.P.S.O. Sp. z o.o. does not sell to consumers, and sales take place on the basis of commercial cooperation of business entities.
4. Placing an order means agreeing to the exclusive validity of these GTS and waiving compliance with any terms and conditions to the contrary, unless otherwise agreed in writing.
5. Any arrangements other than those specified in the GTS or the offer must be confirmed in writing in order to be valid. Arrangements made orally, including those to waive the written form requirement, shall be ineffective.

§ 2. Subject of the agreement, conclusion of the agreement

1. The conclusion of the sales agreement (Agreement) is effected by placing an order by the Customer and its confirmation by the Manufacturer, as further specified in the GTS.
2. Product descriptions, price specifications, sample calculations and concept documentation are for information purposes only and are not binding. Public statements on the part of the Manufacturer shall only form an integral part of the Agreement if there is an explicit reference to them in the Agreement.
3. The manufacturer reserves ownership and copyright of cost estimates, drawings and other documents. These materials may not be shared with third parties.

§ 3. How to place an order

1. The sale of products takes place on the basis of orders placed by the Customer and confirmed by the Manufacturer, in accordance with the principles contained in the GTS.
2. Orders may be submitted to the Customer Service Department, which is available to Customers on working days from 8.00 to 16.00. Orders can be placed by e-mail to the addresses indicated on the website www.stora-drain.pl (contact tab).
3. The order should contain the following information: a) assortment and dimensions of the ordered products, b) quantity of goods, c) place of delivery with postal code, d) reference to the current price conditions (e.g.: offer number, promotion number), e) name and address of the Customer, f) telephone and name of contact person, g) designation of Customer's order, h) form of transport.
4. If the delivery address is different from the Customer's address, the name and telephone number of the person authorised by the Customer to receive the order must be provided additionally. The absence of any of the above information prevents the Manufacturer from confirming the order. For orders over a longer period, it is necessary to provide a suggested delivery schedule.
5. The manufacturer shall not be liable for errors/inconsistencies in orders received and shall be entitled to charge the buyer for production and transport costs incurred as a result of such error.

§ 4. Order processing

1. Customer Service confirms acceptance of the order within a maximum of 48 hours of receipt and shall indicate the date of dispatch.
2. The manufacturer reserves the right to change confirmed and anticipated lead times in the event of "force majeure". "Force majeure" phenomena include in particular: fire, flood, snow, strike, civil commotion, acts of war, orders of the General Directorate for National Roads and Motorways and other orders of authorities preventing timely deliveries,

breakdowns, shortages of energy, water and fuel supplies preventing the factory from operating for more than 3 working days. In the event of "force majeure", the Manufacturer shall notify the Customer immediately, but no later than 24 hours after the confirmed delivery date, stating the new date if possible.

3. In the event of a lack of production and transport capacities, the manufacturer may extend the expected dates for confirmation, fulfilment of orders and change the delivery dates of orders already confirmed. The manufacturer shall notify the situation in writing. New delivery dates shall be set on an individual basis.

§ 5. Processing of special orders

1. If the subject of the order is goods which require confirmation of technical drawings prior to order fulfilment (special goods), the following order fulfilment conditions shall apply:
 - 1.1. Concepts, drawings and sample calculations prepared by the Manufacturer shall be submitted to the Customer for review and approval. Once approved by the Customer, the drawings form a binding basis for order fulfilment. Any changes made subsequently at the request or on the initiative of the Customer shall be charged to the Customer.
 - 1.2. The lead time is calculated from the date of return of the approved, final concepts, drawings, calculations (without any changes by the Customer).
 - 1.3. The introduction of changes by the Customer to the concepts, drawings and sample calculations prepared by the Manufacturer is not binding and requires verification by the Manufacturer of the technical possibilities to introduce the proposed changes, which may generate additional costs and/or prolong the completion date, as well as requiring re-approval by the Customer.
 - 1.4. Construction drawings may not be passed on or made available to third parties by the Customer. The Customer is obliged to ensure that this requirement is also complied with by those executing the order on its behalf. In the event of a breach of this obligation, the Customer may be liable to pay damages to the Manufacturer.
 - 1.5. A confirmed order for special goods cannot be cancelled or withdrawn.
 - 1.6. Special goods are not returnable.

§ 6. Changes to orders

1. The Customer can amend the order up to 24 hours after receiving the order confirmation. A change to the order requires a written confirmation from the manufacturer.
2. Amendments shall be accepted in the form of a correctly drafted amended order, indicating what the amendment concerns and which order confirmation number it relates to. A change by the Customer may postpone the previously confirmed completion date.

§ 7. Suspension of acceptance of orders/ Suspension of deliveries

1. If the Customer is in arrears with payments or its credit limit has been exceeded, the Manufacturer may suspend the acceptance of new orders and the fulfilment of orders already confirmed. Payment arrears also entitle the Manufacturer to cancel accepted and confirmed orders. The lead time for pending orders shall be determined on an individual basis.
2. The manufacturer shall have the right, without notice to the Customer, to suspend the next delivery batch, as well as, with notice, to refuse a new order, in the event of overdue payment of previous deliveries, exceeding 10 calendar days, or where the financial status of the Customer is so uncertain that receipt of payment of the price for the delivered goods is doubtful.
3. The Manufacturer shall have the right, without notice to the Customer, to withhold the next batch of deliveries, as well as, with notice, to refuse to accept a new order, if the sum of the Customer's receivables from the Manufacturer and the orders accepted from the Customer exceeds the credit limit granted to

the Customer by the insurance company with which the Manufacturer co-operates.

4. In the event that the Customer exceeds the payment dates specified in the contract and/or resulting from the invoices issued for the delivered goods, notwithstanding the above reservations, the Manufacturer shall have the right to: a. charge interest at the statutory rate from the first day of exceeding the payment dates until the date of payment, b. limit or withhold further deliveries until the debt has been cleared.

§ 8. Goods return

1. The right to return the delivered goods is due only when an explicit agreement with O.P.S.O. Sp. z o.o. has been signed in writing. Unless otherwise stipulated in such an agreement and the right of return has been granted - the purchase price already paid shall only be credited if the goods qualify for resale, undamaged and originally packaged. In addition, a fee of no less than 20% of the value of the returned goods shall be charged.

2. The cost of transporting the returned goods is the responsibility of the Customer.

3. Return enquiries should be addressed to the Customer Service Department.

§ 9. Terms of delivery, payment and invoicing

1. The Manufacturer is not responsible for the information provided by the Customer to its co-operators.

2. The Customer is always obliged to check the quantity and quality of the delivered goods directly upon receipt of the delivery. In the event that the delivered goods are found to have been damaged or defective during transport, the Customer is obliged to immediately carry out all actions necessary to establish the carrier's liability, in particular to draw up an appropriate claim report and to notify the Manufacturer and the carrier within 1 (one) working day. If no objections are raised to the consignment sent, this means that the delivery has been carried out correctly.

3. As soon as the sold goods are handed over to the Customer, responsibility for the danger of accidental loss or damage to the goods is transferred to the Customer.

4. Ownership of the delivered goods is transferred to the Customer upon full payment for the delivered goods.

5. The Manufacturer may grant the Customer trade credit for purchases of goods from the Manufacturer, for the period and in the amount specified in the Manufacturer's internal procedures (hereinafter "credit limit"). Information on the current credit limit and any changes thereto shall be provided to the Customer upon request through the Manufacturer's Customer Service Department.

6. The Manufacturer reserves the right to set any credit limit and to change or remove it at any time, based on the Manufacturer's analysis of the Customer's credit risk. The Manufacturer shall inform the Customer in writing without delay of any reduction or cancellation of the Customer's credit limit.

7. Arrangements for the delivery of goods via external transport companies are made by the Manufacturer at the Customer's expense. The Customer has the right to withdraw from the Manufacturer's delivery arrangements and place an order with delivery by own transport.

8. The parties may agree in writing (Agreement/Promotion) on other delivery terms and conditions, including a minimum delivery value (hereinafter "logistic minimum") at which the Customer shall bear no or partial delivery costs.

9. Payments should be made in accordance with the payment term indicated on the invoice.

10. VAT shall always be added to the quoted net price at the rate applicable on the day of invoicing.

11. Payment shall be deemed to have been made on the date on which the entire amount due is credited to the Manufacturer's account.

12. All payments shall be made on the basis of a VAT invoice issued by the Manufacturer. Invoices shall be issued within 2 days of delivery in accordance with the Specification and Delivery Schedule.

13. In the case of transit deliveries, the Customer is obliged to send a copy of the receipt of goods within 48 h.

14. All payments are made in the currency specified on the sales document by transfer to the Manufacturer's account specified on the sales invoice each time, or at the cash desk in cash, provided that the value of the cash transaction does not exceed the maximum amount specified by law.

15. The shipping time depends on the product category. The final dispatch date shall be stated on the order confirmation. The delivery time is determined by the transport company cooperating with the Manufacturer.

§ 10. Sales price

1. The sales price is based on the Manufacturer's price list, individually granted discounts or promotions during a specific period.

2. In the case of receipt of an offer from the Manufacturer, the terms of the offer take precedence over other terms previously agreed in writing.

3. The sales price included in the price list is unilaterally determined by the Manufacturer and is a net price.

§ 11. Complaints and warranty

1. The manufacturer provides a warranty and handles complaints under the terms of the GTW.

2. All claims must contain the information specified in the GTW General Terms of Warranty.

§ 14. Final Provisions

1. Amendments to the GTS shall be made by introducing new GTS and shall be effective from the time of their posting at www.stora-drain.pl.

2. The parties shall endeavour to resolve any disputes amicably. If it is not possible to resolve a dispute amicably, the Parties shall submit the dispute to the court having jurisdiction over the Manufacturer's registered office.

Attachments:

Appendix 1 General Terms of Warranty (GTW).