

SUPPLEMENTAL TERMS AND CONDITIONS OF SALE – PIPES AND FITTINGS

Agreement

A.1 These Supplemental Terms and Conditions of Sale for Pipes and Fittings, (“Supplemental Terms”) shall apply exclusively to purchase-sale transactions under which, Seller agrees to sell polypropylene and/or polyethylene pipes and fittings that are identified by reference and/or described in Sales Documentation issued by Seller to Buyer.

A.2 For the purpose as contemplated in Section A.1 hereinabove, reference is hereby made to the provisions of the Seller’s Terms and Conditions of Sale – Compounds - Rev 05, (“T&CS”), available at Seller’s website www.polimarky.pl, the provisions of which shall for the purpose in question have the same effect, as if set forth herein. The capitalized terms not defined herein, including but not limited to identification of Seller and Buyer, shall have the meaning ascribed to them in the T&CS. For the purposes of the transactions hereinabove set forth, each and every reference to the “Goods” in the T&CS shall be deemed a reference to the PP-R and/or PE-Xb pipes and fittings which are identified by reference and/or described in Sales Documentation. The same are also herein referred to as the “Goods”.

A.3 These Supplemental Terms and T&CS shall be interpreted as a unified contractual document; however these Supplemental Terms are in addition to, and modify the T&CS, therefore in case of any conflict or ambiguity between any of these Supplemental Terms and the terms appearing in the T&CS, the terms and conditions contained herein shall prevail over any of the terms contained in the in the main body of T&CS. In case of purchase-sale transactions as contemplated in Section A.1, the references to the “Terms” or “these Terms” that exist in the T&CS shall be deemed to mean also a reference to these Supplemental Terms.

Goods

B.1 Goods sold under these Supplemental Terms are defined by specifications contained within appropriate System Design and Installation Manuals for PP-R and/or PE-Xb pipes and fittings which manuals along with Seller’s list prices for such Goods are available at Seller’s website www.polimarky.pl. Each list pricing shall be identified by its release date and shall clearly identify, by manufacturer’s reference code, the Goods offered. For avoidance of doubts such list prices be considered not to be offers, but rather invitation to negotiations and may differ from definite retail pricing. Seller’s account managers are authorized to offer rebates and discounts to list prices and to set minimum retail quantities in accordance with Seller’s sale strategy. More than one rebate may be offered at the same time. Rebates and discounts may be cumulative, if so expressly granted. Notwithstanding any validity period as may be fixed upfront for any list pricing, rebate or discount program, each of the above may be subject to cancelation, changes or updates at any time and without the notice.

B.2 No activities of Buyer on Seller’s website are necessary to acquire the Goods pursuant to these Supplemental Terms. Requests for quotation may however be submitted by means of electronic form available on Seller’s website, www.polimarky.pl. Such form as well as formulas or calculation patterns built within the list prices are given for Buyer’s convenience only, without an obligation of use and without consideration to the results obtained by Seller. Purchase-sale transactions covered by these Supplemental Terms shall be confirmed by Seller with a written Sales Documentation referencing these Supplemental Terms and T&C and delivered to Buyer in Polish or English, as appropriate.

Warranty

C.1 In case of a purchase-sale transactions covered by these Supplemental Terms, notwithstanding anything to the contrary set forth in T&CS, Seller warrants the Goods to be, for a period of ten (10) years from the delivery or invoice date, whichever is later: (i) in conformity to the specifications set forth in applicable System Design and Installation Manual incorporated by reference into the Sales Documentation, and (ii) free from defects in material and workmanship under correct installation and use in accordance with applicable System Design and Installation Manual.

C.2 Remedies offered to Buyer under warranty and limitations thereof are as set forth in T&CS.

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Consumers

If purchase-sale transaction contemplated hereunder is to be entered with Buyer acting as a consumer, i.e. individual who buys Goods for personal use and not for manufacture or resale, the provisions set forth below shall apply.

D.1 These Supplemental Terms and T&CS shall become binding on the Buyer only if delivered to it prior to the conclusion of the purchase sale transaction.

D.2 The warranty offered under these Supplemental Terms and T&CS is in addition to and does not waive or restrict in any way the rights of Buyer resulting from lack of conformity of the Goods with the contract.

D.3 Any and all provisions of these Supplemental Terms and T&CS that could under any circumstances result in Seller’s liability limitation in case of personal injury or default hereunder, change of statutory venue provisions, assignment without Buyer’s express written consent, limitations of offsetting or advance payment to be required, shall not have any effect.

D.4 If purchase-sale transaction is to be concluded outside of Seller’s retail facility and Buyer has not verified the Goods before delivery, it shall have the right to cancel the contract, at its discretion, by written notice to be mailed to Seller’s principal place of business no later than ten (10) days after execution of purchase-sale transaction or delivery of Goods, whichever is later.