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§ 1. General provisions

1. The General Conditions of Sale [OWS in Polish] determine the rules for concluding the contract of sale for goods, in which contract the Seller is Balex Metal Sp. z o.o with registered office in Bolszewo, ul. Wejherowska 12 C, registered in the National Court Register at number KRS 0000176277, the Company-related documentation is kept at the District Court Gdańsk – Północ in Gdańsk VIII Economic Department of the National Court Register, NIP 588-11-30-299, REGON 191112216, share capital of PLN 1,940,000 (hereinafter referred to as “Balex Metal”).
2. The General Conditions of Sale [OWS] are an integral part of any contract of sale concluded by Balex Metal, including also the contracts concluded in the form of an oral or written purchase order, where in the case when the parties have agreed their rights and obligations in the form of a separate written agreement, the provisions in such written agreement shall have priority, and the provisions in the General Conditions of Sale [OWS] only within the scope not regulated in the agreement.
3. The General Conditions of Sale [OWS] are made available to Purchasers in written form at the registered office of Balex Metal and the company's branch offices, and also in electronic form on the www.balex.eu website. If the Purchaser has regular commercial transactions with Balex Metal, the Purchaser's acceptance of the General Conditions of Sale [OWS] for one contract of sale shall be regarded as the acceptance of these Conditions for subsequent contracts of sale concluded by the Purchaser with Balex Metal, unless the parties have stipulated otherwise.

1 a. Obligations of the Parties


The Parties are obliged to fulfil the sale contract and to co-operate while fulfilling it in line with its purpose and provisions of General Sales Conditions. [GSC]

1. On the terms and conditions specified in the General Sales Conditions the Buyer assumes an obligation, in particular:
 - a. To pay the agreed price.
 - b. To receive the goods.
 - c. To keep the required time limits and to handle complaints in line with the proper procedures.
 - d. To describe all the circumstances of the case in the complaints or otherwise they will be deemed as non-existent in the compensation proceedings.
 - e. To enable access to the site where the defective goods are kept in order to carry out necessary actions in the complaint proceedings.
 - f. To deliver defective goods to be exchanged as a result of the complaint.
 - g. To conclude a sales agreement in the case of omission specified in § 10 of the GSC.
 - h. To fulfil all other obligations provided for in the sale contract or GSC in a complete and correct way.
2. Upon general terms and conditions specified in GSC, Balex Metal undertakes, in particular:
 - a. To manufacture the product on a best effort basis, without defects and in line with the principles provided for in the order, the sales contract and in GSC.
 - b. To deliver the goods covered by the sales agreement.
 - c. To issue a guarantee document in case the guarantee is provided.
 - d. To consider properly submitted and complete complaints.
 - e. To repair a damage in the case the complaint is recognized.

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1 b. Definitions

- § Order – a sum of items of the order defined by Balex Metal as separate files together with quantities referring to them in natural units of measurement (items, mb, m2 and other)
- § Buyer – a natural person or legal entity purchasing the goods offered by Balex Metal
- § Seller – Balex Metal
- § Sales agreement – a sales agreement or delivery agreement contracted between Balex Metal and a natural person or legal entity purchasing the goods offered by Balex Metal
- § Goods – a ready-made product subjected to a production process in Balex Metal, as well as a line of an order or an item of an invoice not subjected to a production process in Balex Metal
- § Date of payment – a day of paying the money or a day between the day of incurring the liabilities and the day when the liabilities become due to Balex Metal
- § Liabilities – Balex Metal’s entitlement to demand from a debtor to meet his or her financial or material obligations within the business trade – all and any expected financial revenues from various sources
- § Service charge – a contractual fee charged by Balex Metal due to costs connected with receipt of the goods
- § Assignment – transferring by the Buyer its receivables for the benefit of Balex Metal
- § Claim – an entitlement to demand from the Buyer to act in a specific way
- § Surety - a type of agreement in which the surety agent is obliged against Balex Metal to meet a specific obligation if the debtor of those liabilities does not meet it
- § Expected date – a planned date of delivering the goods for receipt, not taking into account a possibility to put the date off due to force majeure
- § Incoterms – a collection of international sales conditions widely used all over the world. The rules divide costs and responsibility between the Buyer and the Seller, as well as reflect the type of an agreed means of transport. The employed version is Incoterms 2000.
- § Warranty – the Seller’s liability against the Buyer concerning physical and legal defects of the goods sold, defined in Articles 556-576 of the Civil Code, taking into account the changes arising from these GSC
- § Guarantee – a collection of additional contractual entitlements which may be granted by Balex Metal to the Buyer and whose granting is each time documented in a separate document submitted while contracting the sales agreement
- § Complaint – tabling by the Buyer of claims due to warranty or guarantee or any other entitlement. The Buyer is obliged at the moment of tabling the complaint to specify the basis of tabling it, on pain of considering the complaint as tabled on the basis of the guarantee
- § Loading Instruction – a document issued by Balex Metal, certifying the loading of the goods on the means of transport, which depending on the situation may be labelled with a symbol WZ, WZ(O) or O-
- § Force Majeure – an extraordinary event, external and impossible to prevent, which could not have been avoided even despite maximal meticulousness of the Parties, considered as Force Majeure by Balex Metal in compliance with sect. 6 item 3 of the GSC.

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§2. Orders


1. The information on Balex Metal's website, in its catalogues, brochures, leaflets, advertisements and other publications or printed materials of Balex Metal – (hereinafter called the "Publications") – is not an offer as defined by the Civil Code provisions, even if it is accompanied by a price, unless a Publication like that has an expressly different meaning. The Publications concerning the Goods offered by Balex Metal are of exclusively informative character, and the patterns and samples exhibited by Balex Metal are of demonstrative and exhibitory character. Detailed technical data included in the Publications may be changed any time, also due to promptness of changes undergoing in the technical sector. Current version of the Publications will be published on the Internet or will be made available in the registered office of Balex Metal and its Branches. Current data necessary to place an order may be confirmed by the Buyer in the Balex Metal Department for Technical Support and Development.
2. A condition of an effective conclusion of the agreement is placing an order by the Buyer and a written confirmation of the order issued by Balex Metal (also by means of fax or e-mail). Confirming the order by Balex Metal means that Balex Metal received the order and accepted to implement it on conditions included in the order confirmation subject to sect.3. The sales agreement is concluded at the moment of issuing the order confirmation by Balex Metal.
3. The Buyer is entitled to resign from the order by submitting during the working time i.e. between 8 a.m. and 4 p.m. a written resignation to Balex Metal, not later, however, than within 24 hours from the moment of placing the order, unless it had already been implemented (if the date of the resignation is a bank holiday, it is put off until the same moment of the nearest working day).

§3. Offers and Prices

1. The prices of the goods specified in the price lists made accessible by Balex Metal in its registered office and branch offices can be by Balex Metal at any time. The price of the Goods is finally agreed on the order confirmation. If the order confirmation includes a price which is different than the one on the order placed by the buyer, the agreement shall be concluded if the buyer does not submit a resignation on the terms and conditions specified in § 2 clause 3 GSC.
2. The offer presented to the buyers by Balex Metal is valid 2 weeks after the date of its dispatch unless the offer provides otherwise.
3. The offer placed by Balex Metal does not imply an automatic reservation of the raw material necessary for production of the goods which are the subject of the offer.
4. Any written documentation including a cost calculation, offers etc. cannot be made accessible to any third parties and are intended only for conclusion of the specific agreement.

§4. Payment Conditions

1. Balex Metal is entitled to demand payment of the price specified in the invoice at the moment of collecting by the Buyer the ordered Goods, and if the Goods were not collected in compliance with sect. 6 item 1 of the GSC, then at the moment when the


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time limit for collecting the Goods expires. The Parties may specify in the Agreement another date of paying the price or way of issuing the payment e.g. by indicating it in the invoice from Balex Metal. The date of payment in each case is specified in days and is counted from the date of issuing the invoice.


2. The day of payment is the day of registering the receivables on Balex Metal's bank account specified in the invoice or on the account indicated by Balex Metal.
3. In case of a delayed payment Balex Metal is entitled to demand interests in their maximal value specified in Article 359 sect. 2¹ of the Civil Code, without additional calls for payment (in a yearly rate). Interests for delay are counted from the day following the day on which the payment was due. In the case of a delayed payment for the goods Balex Metal is entitled to claim, apart from the capital amount and interests for delay, reimbursement of the court, enforcement and legal representation costs. Moreover, Balex Metal is entitled to claim reimbursement of the costs connected with the debt recovery in the value not exceeding 10% of the recovered liabilities.
4. If the Buyer delays payment for Balex Metal, Balex Metal is entitled to include the payment made by the Buyer first to pay the costs specified in sect.4 item 3 of the GSC, then include them as interests for delay, and then as the most outstanding liabilities, notwithstanding the fact whether the Buyer specified which type of liabilities he or she was paying for, also in the situation when the costs, interests and liabilities result from more than one invoice. This provision is annulled by the debtor's entitlement defined in Article 451 sect. 1 of the Civil Code.
5. At the same time Balex Metal reserves the right to make a deduction for other receivables and liabilities, in compliance with the Civil Code provisions.
6. The Buyer is not entitled to deduct receivables from Balex Metal.
7. If the Buyer does not pay for the delivered Goods, even if the lack of payment is connected with only one invoice, Balex Metal is entitled to consider as immediately payable all the invoices whose payment dates have not expired yet, and on the basis of which the Goods have already been delivered.
8. The Buyer is obliged to pay for the Goods within the specified time frame, also if the Buyer lodged a complaint connected with the Goods and if receipt of the Goods was delayed due to the reasons for which the Buyer is responsible.
9. The Buyer is obliged to immediately inform Balex Metal in a written form about each change of the Buyer's registered office or place of residence and the address for service. Lack of such information causes that the correspondence sent to the addresses specified in the order or in other commercial understandings concluded between Balex Metal and the Buyer are deemed to have been served effectively after a single ineffective notified missed delivery.
10. The rules of granting a loan limit and deferring the payment deadline are specified in separate by-laws made available on www.balex.eu and in the registered office of Balex Metal.
11. Balex Metal is entitled to assign its receivables for the benefit of third parties.

§5. Reservation of the Ownership Title.

1. Pursuant to the provisions in Article 589 of the Civil Code, Balex Metal retains title to the Goods sold, with the consequence that the Purchaser shall become the owner of the Goods when full payment for the Goods has been effected within the time limits specified by Balex Metal.

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2. Should the Purchaser fail to make the payment within the specified time limit, then Balex Metal has the right to demand that the Purchaser return the Goods, for which the Purchaser has not paid within the specified time limit. Balex Metal may also demand compensation, if the value of the Goods has decreased in comparison with the value indicated as the Goods' price on the sales invoice, also including the case when the Goods have been consumed or damaged.
3. In the event of a return of the Goods produced in reply to a specific (tailored) purchase order submitted by the Purchaser, even if the return is based on mutual consent by the Parties and concerns undamaged Goods, Balex Metal may charge the Purchaser with the handling fee on account of the return in the amount of 20% of the value of the Goods which are returned.
4. When bankruptcy proceedings or proceedings for an arrangement with creditors have been instituted with respect to the Purchaser, he shall be obligated to mark the Goods in appropriate manner which indicates retention of title for the benefit of Balex Metal. In the case of seizure of the Goods which are the property of Balex Metal during enforcement proceedings targeting the Purchaser's property, the latter shall be obligated to inform Balex Metal immediately about this fact and to cooperate with Balex Metal in enforcement of Balex Metal's rights with respect to the entity which performs the seizure, within all available measures. At the request of Balex Metal the Purchaser is obligated to provide all particulars concerning storage locations for the Goods covered by the retention of title. Balex Metal is entitled to inspect the goods at their current location and also to take them back, should the goods be under a threat of action by a third party.
5. The Purchaser shall bear the risk of accidental loss or damage to the goods in the period between the issue (hand-over) of the goods and the transfer of the ownership right for the goods to the Purchaser. Balex Metal may demand that the Purchaser conclude an insurance contract covering the Goods against accidental loss or damage for the aforementioned period up to the amount equivalent to the full value of the Goods or transfer to Balex Metal any rights arising from the insurance contract concluded for the benefit of the Purchaser, and also the claims against third parties liable for destruction (loss) or damage to the goods. In such a case the Purchaser shall be obligated to send to Balex Metal a copy of the insurance policy covering the goods immediately after receiving it, and also shall be obligated to notify the Insurer about disposing of the policy-based receivables for the benefit of Balex Metal and to send a copy of such notification to Balex Metal immediately.
6. Balex Metal may authorize the Purchaser in writing to further dispose of, within the run business, the Goods with retention of title, provided that the Purchaser will at the same time effect effectively the assignment of the claim for payment of the price against the further buyer for the benefit of the Company. The assignment effected is a security for the Balex Metal's claim for payment of the sale price by the Purchaser, and does not release the Purchaser from the obligation to pay the remaining part of the price; in the case of further disposal of the goods the Purchaser is obligated to inform Balex Metal immediately about who is the further buyer. In the event of an intention to combine the delivered goods with real estate in such a way that the goods are to become the components of the real estate, the Purchaser is obligated to prior establish other security for the claim for payment of the price, and in particular a surety by the owner of the real estate or an assignment of the Purchaser's receivables (due) from the investor.


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§6. Conditions of Receipt, Delivery and Storing

1. Balex Metal is bound by the delivery date only if it is confirmed in writing. The Buyer is obliged to collect the goods within the specified time frame, but not later than within 7 days from the projected production date specified in the order confirmation as the expected date. If that date expires, Balex Metal is entitled to charge the Buyer with the costs of storing the uncollected products in the amount specified in Balex Metal's price list, without a necessity to sign with the Buyer a separate understanding concerning the storage. The Buyer authorises Balex Metal to issue an invoice for the aforementioned service. If that deadline is exceeded by 30 days Balex Metal is entitled to sell the Goods to a third party on conditions and for a price decided by Balex Metal and include the received price in the Buyer's liabilities concerning the sales of the Goods.
2. If Balex Metal does not confirm the date of implementing the Order, it will make every effort to prepare the Goods for receipt taking into account the Buyer's benefit.
3. If Balex Metal was not able to perform the service due to Force Majeure, the Buyer is not entitled to any claims to repair a damage resulting from not performing or untimely performing the agreement. Balex Metal is obliged to immediately inform the Buyer about the events which prevented the delivery. Force Majeure circumstances include disturbances in the plant's functioning for which Balex Metal is not responsible, lack of raw resources, limitations resulting from governmental decisions, natural disasters, strikes etc.
4. If the Buyer delays payments, does not pay interests for delayed payments or exceeds loan limits, performing of next orders (including the orders confirmed by Balex Metal and the orders whose time of implementation was confirmed in a written form) are withheld till the time of issuing all the outstanding payments.
5. Balex Metal products must be stored, transported and unloaded in compliance with the guidelines contained in the technical catalogues, in the "Manual for Unloading of Balex Metal Products" and on www.balex.eu.
6. If the Buyer does not abide by the guidelines for transport and storing, Balex Metal reserves the right not to accept any possible complaints.

§7. Shipment

1. Balex Metal hands over the ordered goods to the Buyer in the middle of the transport and at the moment of placing the goods at the Buyer's disposal in an agreed venue (DDU, INCOTERMS 2000 option). At the moment of handing over the goods by Balex Metal to the Buyer or a person authorised by the Buyer, all the benefits and encumbrances connected with the goods, as well as the danger of an accidental loss or damage are transferred to the Buyer.
2. The venue of performing the service by Balex Metal, that is the venue of handing the goods over is the venue of unloading the goods if the transport is organised by Balex Metal or loading the goods if the transport is organised by the Buyer, unless the sales agreement or order confirmation specify otherwise.
3. The Buyer is obliged to unload the goods from the vehicle within 2 hours from the moment when the vehicle reaches the place of destination. If the Buyer does not unload the goods within the aforementioned time, the Buyer pays the costs of the layoff time. The parking fee is charged for each started hour in the amount specified

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in Balex Metal's price list. The Buyer is entitled to indicate another, alternative venue of unloading the goods from the vehicle. Costs of unloading the vehicle in an additional loading venue are paid by the Buyer. If delivering the goods to an additional venue of unloading prolongs the transport road or significantly changes it, the Buyer pays the additional costs of transport. In case of deliveries carried out on the Buyer's request by means of a special vehicle with an HDS crane, Balex Metal reserves the right to charge the Buyer with the cost of using that crane vehicle on the basis of the rate specified in Balex Metal's price list or on the basis of separate rules binding for Balex Metal.


4. Balex Metal labels the plant or warehouse from which the goods will be supplied, as well as the way of transporting them. The Seller will make every possible effort to abide by the Buyer's requests as concerns the transport in the widest possible scope. The Buyer is obliged to diligently directly check completeness of the package while receiving it and specify any possible shortages or damage of the goods caused by the transport. If transport of the Goods is organised by Balex Metal, the Buyer will check the shipment for conformity with the quantity ordered while it is handed over, signing the declaration on collecting the goods in compliance with the specification, on the document of the Loading Instruction. The declaration is an evidence of collecting the goods conforming with the quantity ordered. The Ordering Party is obliged to notify any complaints concerning the condition, and especially the condition of the package and securing it, in a written form while the Goods are handed over, on the waybill and on the copy of the Loading Instruction, or possibly issue a separate receipt report with a full description of the damage, signed both by the driver, and by the Buyer, on pain of losing the right of tabling them and referring to them later. The waybill and the Loading Instruction which do not contain any remarks concerning the quantity and quality of the ordered Goods, are the evidence of performing the Order in compliance with the concluded agreement without any reservations of the Buyer.
5. In case of detecting a quality or quantity defect of the Goods, the Ordering Party is obliged to secure the Goods in an unaltered condition, and is especially obliged to restrain from mounting the faulty goods until the complaint is investigated by the Deliverer on pain of losing the right to any claims against Balex Metal.
6. Balex Metal is not liable for any damage which arises during unloading the goods at the Buyer's place.

§ 8. Packaging


1. Balex Metal shall make every endeavour to ensure that the goods are packed properly.
2. The cost of disposable pallets is included in the price of the product. The Purchaser is not allowed to resell the pallets at the location (outlet) where the purchase order is executed. The trading involving non-disposable pallets is regulated by separate agreements between the Purchaser and Balex Metal.

§9. Complaints

1. The Parties are obliged to cooperate while carrying out the complaint proceedings, especially as concerns the access to faulty goods, submitting all necessary documents and information to carry out the repairs (plans of buildings, technical documentation), as well as to allow to carry out the chosen method of satisfying the tabled complaint.

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2. The Seller is liable for the goods in compliance with the provisions binding in Poland subject to the provisions included in the sales agreement or the GSC.
3. The Buyer is obliged to check the shipment for conformity with the quantity and quality ordered while it is handed over.
4. Any complaints must be tabled to the Seller immediately and in writing on pain of being null and void. In the complaint the Buyer specifies the following data identifying the purchase of the goods: date of purchase, order confirmation number, reason for the complaint, list of the goods complained about indicating, among others, their quantity and specifying the claim (value of the claim, expected way of satisfying the complaint). In case of the entitlement right arising from the guarantee, the Buyer is obliged to supply Balex Metal with the guarantee document.
5. A prerequisite of lodging a complaint by the Buyer is following by the Buyer the rules mentioned below:
 - o The goods should be stored, as well as treated and processed, in compliance with all necessary specialised requirements within that scope, especially with the requirements on technical documentation (permits) and generally accepted technical rules,
 - o In case of detecting a defect, treatment and processing of the goods must be immediately stopped, and the goods should be made available for Balex Metal in order to inspect them. On demand of Balex Metal the Buyer must deliver samples of the goods complained about.
6. Complaints as concerns quality, arising from faulty loading of the goods or complaints concerning visible physical defects arising due to transport (crooked locks, mechanical damage to facing, abrasion and scratches on organic coating) should be lodged by the Buyer in writing immediately after detecting them, not later than on the day of unloading the goods. Moreover, in case of complaints like those, the Buyer must specify on the Loading Instruction the damage of the purchased goods (notification of shortage or damage). The notification on the Loading Instruction must be signed by the driver who delivered the goods.
7. Complaints concerning visible physical defects (e.g. measurement discrepancies, quality of surface, bending, dents) other than the ones specified in item 6 above should be notified by the Buyer in writing immediately after detecting them, not later than 14 days from the date of handing over the goods to the Buyer and only if the goods were not subjected to processing.
8. Complaints on a manufacturing defect (quality hidden defects) whose detection despite a thorough checking of the goods was not possible, must be submitted to the Seller in writing immediately after detecting them, but not later than 3 months from the date of handing the goods over to the Buyer.
7. Not tabling a complaint within the time frames stipulated in the sales agreements and the GSC or not submitting the required documents results in losing by the Buyer the right of any claims against Balex Metal.
9. The Buyer is obliged to allow the Seller to inspect the goods complained about, also to take the samples and carry out technical tests, on pain of losing the right to any claims against Balex Metal.
10. The costs of employing an expert will be paid by the Party indicated by the expert as the one liable for the damage.
11. If the Buyer's complaint is considered as accepted, Balex Metal reserves the right to choose the final method of satisfying the complaint, depending on the volume of damage and costs connected with it (repair, replacing the goods with the new ones, the ones free from defects or paying the damages specified by Balex Metal, subject


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to any possible guarantee entitlements to the contrary, if they were specified in the guarantee document). If Balex Metal accepts a complaint but refuses to repair the goods, replace them with the new ones, the ones free from defects or to pay damages, the Buyer may demand to reduce the price of the purchase or contract out of the agreement.

12. If the way of satisfying the claim chosen by Balex Metal was ineffective, the Buyer may lodge the complaint again.
13. If the Buyer makes it difficult or impossible to satisfy the claim in the way chosen by Balex Metal, the Buyer loses any rights of claims against Balex Metal, and Balex Metal is especially free from any liability for the damage arised due to the defects complained about.
14. Satisfying the Buyer's claims in the aforementioned way excludes a possibility to demand in the future other compensation for that reason, especially a demand to repair the damage on general bases.
15. If Balex Metal recognizes the entitlement to replace the goods for the goods free from defects, the Buyer is obliged without additional calls to first return the goods replaced. If the Buyer does not return the goods within 14 days from the day of delivering the decision on accepting the complaint, Balex Metal is entitled to abstain from performing the guarantee entitlement and to state that the replaced goods were sold as goods of inferior quality for the price reduced by 20% as compared to Balex Metal's price list.
16. The Seller is entitled to abstain from performing the Buyer's claims as concerns the complaint until the Buyer pays all the liabilities and performs all his or her other obligations for Balex Metal.
17. The Seller is not liable for any indirect and consequential damage, business losses and missed benefits of the Buyer, particularly for the damage caused by the loss of the designed facility or accompanying equipment, loss of interests, remuneration or profit. In each case the Seller's liability is limited to the net price of the sold goods actually paid by the Buyer.
18. The Buyer loses any and all rights to claim damages against the Seller, connected with purchasing the goods, if the Buyer did not check the goods at the moment of purchasing them or if he or she checked the goods and did not immediately notify the Seller of detected defects or irregularities. The entitlements are lost particularly in the situation when the Buyer noticed the defects or irregularities and despite that mounted the goods.
19. All colours available in Balex Metal's palette were classified on the basis of the relative lightness of the 3rd group. Table 1 specifies which colours belong to which group.

Table 1

Colours in Balex Metal offer		
Symbol	Name	Group
9010	white	very bright
9002	grey-white	very bright
7035	light grey	very bright
1015	ivory	very bright
6011	mignonette-green	bright
9006	silver metalic	bright
9007	aluminium-grey	bright


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5012	light blue	bright
1003	signal yellow	bright
1017	safran-yellow	bright
9005	black	dark
5010	signal blue	dark
6005	dark green	dark
6020	fair-green	dark
7024	charcoal grey	dark
8017	chocolate-brown	dark
8012	brown - red	dark
8004	brick-red (including Rustika)	dark
3016	coral-red	dark
3011	red	dark

20. The Seller is not liable for sandwich panel [PWD] in dark colours, which means that especially those sheets, regardless of their length, are not covered by either a warranty or a guarantee.
21. The designer is obliged to take into account the effect of thermal load in the technical project, as well as while specifying the list of cuttings for all wall layer sheets in dark colours.
22. As concerns products which are zinc coated or produced from fire zinc coated steel, dark- and light-grey areas on the surface, slight unevenness of external surface, as well as white rust, if the zinc coat is still of minimal thickness, are not grounds for complaints.
23. The Seller is not liable for the damage which may arise during the transport (scratches, abrasion and other mechanical damage of organic coating) as concerns the goods produced from steel with coating of coarse grain mat type as well as Rustika and Malaga, if the Buyer did not purchase from the Seller protective foil intended for products like those.
24. The Seller is not liable for the damage which may arise as a result of the contact of organic coated steel with wet concrete or wood, plaster and soil

§10. Warranty and Guarantee

1. Pursuant to Article 558 of the Civil Code, the warranty is excluded in relations between entrepreneurs, unless the Parties decide otherwise or the damage results from wilful misconduct or gross negligence of Balex Metal. Entitlements based on warranty expire after 6 months from handing the goods over to the Buyer.
2. The guarantee covers only the products for which a separate guarantee document was issued and submitted to the Buyer. The Buyer is not entitled to demand to issue a guarantee document.
3. Balex Metal reserves the right to modify technical parametres as concerns the data included in the descriptions in the prospectuses, drawings and other advertising

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materials in connection with constant modernising of the product increasing its usability value.


4. Balex Metal is bound by technical parametres after agreeing them expressly with the Buyer in writing, which guarantees the properties of the goods sold.
5. Balex Metal assures that the delivered goods comply with the principles of modern technology, including the requirements specified by appropriate permits within that scope, as well as with contractual understandings with the Buyer. Balex Metal also assures that the sold goods will be functioning faultlessly if they are used in compliance with their intended usage in the ordinary Central European climate and atmospheric conditions, not subjected to direct effect of marine waters and excessive UV radiation, free from effect of intense chemical compounds including atmospheric pollution. Referring to any values and sizes of the goods included in appropriate permits and the agreement, the Buyer should take into account the commonly accepted or specified by appropriate standards limits of acceptable deviations (tolerance), unless a written understanding says otherwise. The Parties accept discrepancies in the shades of the goods' colour which may appear in deliveries of individual batches of the goods separately or within diversified goods, as concerns the production date and thickness of sheets.
6. Guarantee entitlements expire after 6 months from the day of handing the goods over to the Buyer, unless the guarantee document stipulates otherwise. The guarantee is not prolonged in case of fixing of defects. A new guarantee may be issued and handed over for the products free from defects which replaced faulty products, and the period of such new guarantee will not be longer than the period of the original guarantee.

§ 11. Personal data protection


By accepting the General Conditions of Sale [OWS] the Purchaser grants consent for processing of his or her personal data by Balex Metal and the entities which act in Poland and abroad based on having been commissioned by Balex Metal, in connection with execution of the contracts of sale for the goods offered by Balex Metal and for marketing purposes connected with Balex Metal's business transactions. The Purchaser has all the rights stipulated by the Act of 29 August 1997 on personal data protection (Dz.U.[Journal of Laws] of 2002, No. 101, item 926, including subsequent amendments), and in particular the Purchaser has the right to view the data pertaining to him or her.

§ 12. Miscellaneous

1. All time limits provided for in GSC and in the sales agreement are reserved to Balex Metal.
2. To matters not regulated by these GSC, the provisions of the Civil Code shall apply.
3. In case some of the provisions of GSC are recognised as invalid as a result of implementation of different statutory regulations, any other provisions shall remain valid and effective.
4. Balex Metal reserves itself the right to use the information about the investment and/or about design works and/or practical works, carried out using Balex Metal products or technology. The use of the information refers to marketing activities including in particular, giving information about such an investment and/or works and to preserve the investment and/or works in form of a photograph or any other graphic form and to place them in all advertising materials of Balex Metal.

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5. In the event of any dispute arising in connection with the fulfilment of the agreements covered by these GSC, Balex Metal and the client shall make every effort to settle such dispute amicably. If the dispute cannot be settled amicably, the matter shall be decided by the court having jurisdiction over the registered seat of Balex Metal.


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Appendix no. 1 to Balex Metal Sp. z o.o.'s General Conditions of Sale [OWS] — the list of locations, at which the General Conditions of Sale [OWS] are available

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HEADQUARTERS ul. Wejherowska 12 C 84-239 Bolszewo, Poland

<i>Oddział</i>	<i>Adres</i>	<i>Tel.</i>	<i>Faks</i>
BIAŁYSTOK	Szosa Knyszyńska 1 Fasty 15-694 Białystok	/85/ 662 83 90	/85/ 662 83 99
BYDGOSZCZ	Szosa Gdańska 20 86-031 Osielsko	/52/ 321 30 07	/52/ 321 30 14
GDAŃSK	ul. Budowlanych 64 g 80-298 Gdańsk	/58/ 349 72 41/42	058/ 349 72 41
KATOWICE	ul. Pszczyńska 46 44-240 Żory	/32/ 475 11 18/19	/32/ 475 11 19
LESZNO	64-100 Leszno ul. Luksemburska 3	/65/ 526 80 27	/65/ 526 80 27
LUBLIN	ul. Piasecka 146 21-040 Świdnik	/81/ 469 11 50/51	/81/ 469 11 52
ŁÓDŹ	ul. Rokicińska 299/301 92-614 Łódź	/42/ 648 84 40 /42/ 671 73 91	/42/ 671 73 92
OLSZTYN	ul. Towarowa 20 10-417 Olsztyn	/89/ 533 93 99	/89/ 533 93 99
OPOLE	ul. Budowlanych 46B 41-123 Opole	/77/ 442 81 74	/77/ 442 81 74
POZNAŃ	ul. Obornicka 252/1 60-693 Poznań	/61/ 825 46 86/87	/61/ 825 46 87
POZNAŃ KOMORNIKI	ul. Poznańska 47A 62-052 Komorniki	61 667 57 73	61 667 57 74
RZESZÓW	Rudna Mała 47 c 36-060 Głogów Małopolski	/17/ 851 60 17	/17/ 851 60 17
ŚLĄPSK	ul. Wrocławska 45	/59/ 842 20 20	/59/ 842 20 20

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	76-200 Słupsk		
SZCZECIN	Przeclaw 149 a 72-005 Przeclaw	/91/ 462 42 45	/91/ 485 11 05
TCZEW	ul. 30 Stycznia 38 b 83-100 Tczew	/58/ 532 29 02	/58/ 530 10 50
WARSZAWA	ul. Modlińska 17 05-110 Jablonna	/22/ 766 12 70/76	/22/ 766 12 75
WROCLAW	ul. Wroclawska 42 55-095 Długołęka , Mirków	/71/ 315 16 11	/71/ 315 16 14
ZIELONA GÓRA	65-713 Zielona Góra ul. Chemiczna 2	/68/ 327 00 44	/68/ 327 00 44