

Tarasola Sp. z o.o. GENERAL TRADING TERMS

INTERNATIONAL DISTRIBUTORS

I. General Terms

- These General Trading Terms (GTT) are applicable to contracts of sale concluded by **Tarasola Spółka z ograniczoną odpowiedzialnością** based in Lublin (formerly: Tarasola Piotr Garbacz), address: ul. Kółkaję 5/2, 20-006 Lublin, entered on the Register of Entrepreneurs within the National Court Register (KRS) kept by the District Court for Lublin-East in Lublin based in Świdnik, 6th Commercial Division of the National Court Register under the KRS number: 0001050175, NIP: 7123459478, REGON: 525986180, BDO: 000077758, with share capital amounting to PLN 120,000,000.00 (**Tarasola**), with entities whose business involves purchase of goods from Tarasola in order to re-sell them outside the territory of Poland (**Distributor**). In case of incompatibilities between the provisions of the contract and the GTT, the contract shall prevail.
- These GTTs do not apply to agreements entered into with customers as defined by Article 22¹ of the Civil Code or to entities which buy Tarasola products for other purposes than resale thereof.
- Collaboration with Tarasola Distributors shall follow based on the principles defined in a Cooperation Agreement, these GTTs and individually defined Terms of Cooperation which are attached to the Cooperation Agreement.
- These GTTs are made available to the Distributor via email prior to entering into the Cooperation Agreement.
- The GTTs shall be exclusively applicable terms and conditions; application of Distributors terms and conditions which contradict or deviate from these GTTs shall be excluded.
- Any derogations from the GTTs agreed by the Parties shall require a written form in order to be valid.
- If individual term GTTs proves to be ineffective or unenforceable, the effectiveness and enforceability of the remaining terms shall not be affected. In such case the Parties shall be bound by terms which reflect as closely as possible the intended economic purpose of the ineffective or unenforceable term and by the relevant provisions of the generally applicable legislation.
- By placing an order and/or signing an agreement, the Distributor is deemed to accept these GTTs without reservations.
- Distributors may not assign their rights and obligations resulting from the Cooperation Agreement to any third parties without a Tarasola's prior agreement in writing.
- Tarasola stipulates that due to the constant development of technology and techniques in the design and manufacture of the products offered, differences are permissible in construction and design solutions between roofing and elements of additional equipment ordered at different times.

II. Order Processing Terms

- In order to be valid, each and every order placed by the Distributor by email to export@Tarasola.com or to the trade manager indicated in the Cooperation Agreement must be confirmed by a person authorised to act on behalf of Tarasola immediately and within 5 working days at the latest, by email with acknowledgement of acceptance of all the terms indicated in the order, and in particular the product/service delivery date and price, including relevant payment terms.
- Without Tarasola consent the Distributor must not cancel or change the order which has already been confirmed and accepted by Tarasola for processing. Additional arrangements or modifications of the order in question require acknowledgment in accordance to the procedure described in Section II.1 above, otherwise they shall be null and void.
- Tarasola shall not accept any liability for consequences of mistakes made in the order which has been placed by the Distributor.
- Distributors acknowledge that processing the order is conditional upon an advance paid in the amount and by the deadline agreed by the Parties. Due to the timetable of work applicable at Tarasola, which takes account of the specific character of manufacturing process of the products, their production technology and assembly on one hand, and payment deadlines of advances and execution of agreements agreed by the Parties on the other hand, delay in payment of the advance shall result in extended period of order processing by the time to be indicated by Tarasola on case by case basis, which shall be as short as possible and which shall guarantee appropriate manufacturing of the product.
- Based on the materials supplied by the Distributor, Tarasola may make a technical drawing of the product. The technical drawing shall not be the basis of the order processing by Tarasola, and it shall in particular not limit Tarasola in the scope of method and technology of the product manufacturing.
- If requested by the Distributor, Tarasola may prepare a paid visualization of the product to be delivered. The price of such a service shall be agreed in writing on case by case basis between Tarasola and the Distributor.
- Time-limits for order processing indicated by Tarasola in accordance with Section II.1 are indicative only and may vary in situations beyond control of Tarasola. Distributors shall be notified immediately of any changes in the delivery deadline. Change or overshooting of a declared delivery deadline shall not be the basis for order cancellation by the Distributor or a claim for compensation.
- If the Parties agree on any change in the scope of the order confirmed and accepted for processing, the delivery deadline shall be extended by at least the time necessary to perform additional work or to take into account the changed manner of execution of the order, unless the Parties decide otherwise in a separate written agreement.
- Delivery of the product is assumed to be made at the time of delivery to the Distributor or the carrier. At this moment, the risk of loss of or damage to the products is transferred to the Distributor.
- The product shall remain Tarasola's property until the whole amount of price resulting from an invoice issued to the Distributor has been paid.

- The prices of particular products and possible discounts result, on case by case basis, from Cooperation Terms which are attached to the Cooperation Agreement.
- Payment shall be made by a bank transfer to Tarasola account provided in the agreement or in the invoice. Payment date shall be the date on which the fee concerned is credited to Tarasola bank account.
- Tarasola reserves the right to modify prices of products offered in case of increase of prices of raw materials or other components, change of law which has impact on the production costs or foreign currency exchange fluctuation trends which have impact on e.g. customs duties.
- The Distributor may not set off any claims against the receivables arising from the agreements entered into with Tarasola.
- Ordered and delivered product, free of defects, is not refundable. Product ordered may be returned only in justified cases, with the approval of Tarasola made in writing, only if this is a standard product which is originally packed in undamaged packaging, and only within 3 days of delivery date and at Distributor's cost. Any (flawless) non-standard products which are not offered permanently by Tarasola and which are delivered upon a special Distributor's order are not subject to return.
- Tarasola may withhold the processing of an order accepted if the Distributor's total debt towards Tarasola exceeds the amount of trade credit granted or if the Distributor is in default of payment of any amounts due to Tarasola. In such case the time limit for order completion shall extend by at least a period of Distributor's delay in payment to Tarasola. The second sentence in paragraph 4 of Section II shall apply accordingly. In case of delay in the payment of a price or any portion of price due in accordance with the agreed payment terms Tarasola may also charge statutory interest for delay.
- In case of Tarasola's delay in the order completion the Distributor may claim contractual penalty which shall be equal to 0.1% of the value of the order per each day of delay.
- In order to further resell Tarasola products, Distributors must be trained appropriately in the product characteristics, use and assembly. Such training shall be organized and paid by Tarasola.
- Distributors must withhold from any actions which would result in hiding information about Tarasola producer/brand, including in particular:
 - the Distributor's claiming to be the manufacturer of Tarasola products,
 - removal of producer/brand identification marks,
 - use of Tarasola products in Distributor's promotion materials without clear indication of their producer/brand.Should the above obligations be violated, Tarasola may terminate the Cooperation Agreement with immediate effect and claim damages from the Distributor.

III. General Warranty

- A quality warranty of 60 months shall be granted by Tarasola for products sold (structure, varnish, mechanical elements, fittings, Opatex/Soltis/Copaco fabrics), except for: ZIP shutters, Somfy drives, Teleco automation, Linak motors, radio radiators – for which there is a 24-month warranty and LED point lighting – for which there is a 36-months warranty. Tarasola's liability due to statutory warranty shall be excluded.
- Tarasola shall not be liable based on the contractual or statutory warranties for product assembly effected by Distributor or any other entity.
- Tarasola shall not be liable for damages caused by inappropriate or unprofessional operation, including continued use of the product despite perceived defects, faults or malfunctions, improper installation or commissioning by the Distributor, the user or third parties, as well as those related to improper or negligent use, and in particular for the consequences of unprofessional modifications undertaken without the consent of Tarasola or repair works conducted by the Distributor, user or third parties, or for damages resulting from non-observance of rules provided in the User's Manual. Any changes, repairs or alterations to the product made by the Distributor or the user on their own shall void the warranty.
- Changes in the appearance or function of the delivered product resulting only from normal wear and tear shall not be considered defects. The warranty shall not cover soiling of the fabric of the cover during use, marks caused by folds of the fabric, the effect of waving/herringbone of the fabric arising most often on seams, welds or side edges of the fabric - which is a normal consequence of an increase in the thickness of the fabric in these places, as well as elongation and deformation of the side edges and the fabric of the cover resulting from too intensive use. Moreover, the warranty shall not cover damage to the electric drive resulting from too intensive use, as well as those caused by fluctuations in the voltage of the power supply, excessive or abnormal voltage or electrical discharges, as well as any damage caused by strong wind, impacts, moisture, exposure to liquids, chemicals, cleaning agents and other substances to which the user has exposed the product contrary to the User's Manual.
- Violation or breaking of manufacturer's seals from the control panels shall be absolute reason for loss of warranty by the Customer.
- Distributors must accompany each Tarasola product sold with a User's Manual which must be read carefully before using the product delivered by Tarasola.
- Any structures that are covered by agreements are not intended to be used in snowfall conditions, do not have waterproof properties or other special properties, unless otherwise specified in the User's Manual.
- In case of product delivery by external company (delivery company, etc.), before shipment the product is checked in detail in terms of quality and quantity. Only full-quality products shall be shipped.
- In the warranty period Tarasola undertakes to remove defects and damage to the product free of charge, i.e. repair or replace those elements of the product sold that prove to be

defective, i.e. incomplete or damaged only, during the warranty period, as a result of the use of defective materials, faulty design, faulty workmanship, assembly/installation. If there is no grounds for a claim to be accepted, Tarasola shall not cover the cost of disassembly and reassembly of product or any costs related directly with product assembly, disassembly and shipment.

10. Tarasola undertakes to remove under the warranty all defects of which it has been duly notified by the Distributor prior to the expiration of the warranty term, promptly, within 60 days from the date of notification at the latest, unless the Parties agree on a different time limit. Section II.17 shall apply accordingly.
11. Any defects should be reported to Tarasola by the Distributor immediately by sending a Complaint Form filled out together with attachments via email to export@Tarasola.com. Using the product following defect detection may result in rejecting the complaint.
12. Upon receiving the Complaint Form as described in Section III.11 above, Tarasola shall proceed in accordance with Attachment 1 hereto.
13. Tarasola undertakes to take necessary actions to remove the defects, including determining their cause and notifying the Distributor of the cause no later than 14 days from the date of receipt of the defective product or acceptance of the claim by the Service Department (depending on the type and nature of the defect).
14. The removal of the defect and the release of the product to the Distributor shall be acknowledged by the signing of a Post-Service Acceptance Report by the Parties.
15. Removal of defect under warranty may be subcontracted by Tarasola to a professional entity.

IV. Confidentiality. Trade Marks

1. Tarasola and the Distributor, during the term of the contract between them and after its termination, are obliged to keep confidential all confidential information, including business confidentiality, the business conditions of the Parties and the rules of mutual cooperation (**Confidential Information**), the Distributor undertakes further not to copy and reproduce any technical, technological, design and other solutions used in Tarasola's goods for any purpose. Disclosure of any Confidential Information without the consent of Tarasola, given in writing under pain of invalidity, including violation of the prohibition on copying and/or reproducing any technical, technological, constructional and other solutions used in Tarasol's goods, will result in an obligation to pay Tarasola a contractual penalty of € 2,500.00 for each case of violation. The above restrictions do not apply to the disclosure of Confidential Information as required by applicable law, court decision, administrative decision or other ruling by competent authorities.
2. Tarasola reserves the right to exclusive use of the logo and other word or graphic marks which identify its business and products offered (including Tarasola). Apart from actions aimed to appropriately execute the agreement, the Distributor shall not use or copy any marks which identify Tarasola and products offered by the latter without entering into a licence agreement or without a written consent issued by Tarasola on case by case basis. Each established case of Distributor's violating industrial property rights or copyrights of Tarasola shall entitle Tarasola to claim contractual penalty in the amount of EUR 2,500.00.
3. „Tarasola” word mark has been registered by European Union Intellectual Property Office based in Alicante, Spain, as the EU Trade Mark pursuant to the Council Regulation (EC) No. 207/2009 of 26 February, 2009 on the Community trademark. (codified version - OJ L 2009 No 78, p. 1), in class 6, 11, 19, 20 according to the Nice Classification (protection number: 013151071), and the „Tarasola” word and graphic mark is also registered by the Patent Office of the Republic of Poland (protection number: R.273448) – thus making use of the above marks without an explicit consent of Tarasola issued in writing is forbidden.

V. Termination of the Cooperation Agreement, Resignation from Order Processing

1. Tarasola may terminate the Cooperation Agreement with immediate effect if the Distributor has committed a gross violation of any of the provisions of the Cooperation Agreement or these GTTs, including in particular if the Distributor's total debt towards Tarasola twice exceeded the amount of trade credit granted, by any amount.
2. Tarasola may resign from processing an order placed and confirmed if:
 - a) materials necessary to process the order are unavailable throughout the term of the order processing, unless the Parties agree a new order completion deadline which shall take account of the time necessary to obtain materials which are difficult to obtain;
 - b) delay in payment of price or any part thereof exceeds 14 days.
2. If Tarasola resigns from processing the order due to the reasons attributable to the Distributor, the advance paid for the order completion may be kept by Tarasola on account of possible costs related with processing the order which arose by the date of exercising the right to resign – pursuant to a cost estimate of works and services prepared by the Parties and based on materials used. The Distributor shall incur all the above mentioned costs – including also if they exceed the amount of advance paid.

VI. Force Majeure

In the event of unforeseen circumstances, the occurrence of which was beyond Tarasola's control and which Tarasola could not have prevented with due diligence, including but not limited to acts of war, riots, protests, strikes, states of emergency, restrictions imposed due to epidemics or epidemic threat, industrial accidents, fires, floods, machinery breakdowns, shortage of raw materials (Force Majeure) occurring after the conclusion of the agreement and/or after the placement of the order, making it impossible to execute it in whole or in part if these circumstances had lasted for more than 30 days, within 14 days of the occurrence of the above circumstances the Parties shall undertake negotiations aimed at renegotiating the terms of the agreement (order) or its termination. The occurrence of Force Majeure shall be

reported immediately by Tarasola to the Distributor. The occurrence of Force Majeure shall not constitute grounds for cancellation of the order by the Distributor or for the Distributor to claim any compensation.

VII. Final Provisions

1. Modifications of and amendments to these GTTs shall have consequences for the future – only as regards agreements entered into after the modifications and/or amendments have been made.
2. Any contractual penalties indicated in these GTTs may be accrued for various titles jointly, provided that the prerequisites for their accrual are met in this respect. Contractual penalties will be calculated on the amount of net fee.
3. These GTTs and agreements entered into based on them shall be governed by the Polish law.
4. Matters which have not been regulated herein or in the agreement shall be governed by commonly applicable legislation, including especially the Civil Code.
5. Disputes which may arise between Tarasola and the Distributor, concerning the application of these GTTs and the implementation of the Cooperation Agreement shall be referred to a court having jurisdiction over Tarasola registered office.

Attachments:

- Complaint Handling Procedure Description.

COMPLAINT HANDLING PROCEDURE

Reporting the complaint:

1. The Distributor should report a defect to Tarasola sp. z o.o. immediately after detection thereof, by sending a filled in Complaint Form (attached to the Warranty), together with attachments to the following e-mail address: export@tarasola.com and to Customer Service Centre assistant. Using the product following the defect detection may result in complaint rejection.
2. The Complaint Form should also include:
 - description of the product defect or damage concerned
 - production order number
 - evidence in the form of pictures or videos, (especially in case of damage due to transportation it is required to document the status of product delivered on the carrier's car, including at least one picture of the car registration number)
 - contact details of the person who detected the defect (a person who assembles the product)
 - information concerning product assembly deadline

Failure to supply complete and comprehensive information shall result in complaint rejection!

Complaint handling process:

Having received a complaint, the Customer Service Centre assistant must:

1. Verify the complaint with the order concerned.
2. Verify whether the complaint date falls within the warranty term.
(AFTER WARRANTY TERM EXPIRY WE CAN OFFER REPLACEMENT PARTS FOR A FEE)
3. Inform the customer that the complaint has been accepted and provide the complaint reference number to the customer.
4. Ensure that the complaint documentation is complete in order to be forwarded to the Complaint Department.
5. Inform the customer about a decision (acceptance or rejection of the complaint) concerning the complaint and possible setting up a time limit for handling the complaint.

If the complaint is justified, the cost of shipment shall be covered by Tarasola sp. z o.o.

Complaint process is divided into 4 categories; complaint handling time depends on qualifying to a given category.

Category	Rules of handling
Damage caused during transport	Verification on delivery date based on picture documentation. 1. Handling time depends on product concerned. 2. Decision is made within 2 working days of reporting the complaint.
Lack of structural components	Reporting up to 7 days of delivery date: 1. Handling time depends on availability of structural components. 2. Decision is made within 2 working days of reporting the complaint.
Defects of components (profiles/structural elements /varnish /glass defect)	Verification on complaint reporting date based on pictures/video documentation. 1. Handling time depends on availability of components. 2. Decision is made within 14 working days of reporting the complaint.
Automation (* interference with automation, i.e independent repair, disassembly of the product, replacement of components, etc. is absolutely prohibited)	Decision is made within 14 working days of complaint reporting date. <i>The complaint will be rejected automatically if it is found out that the customer has interfered in the product concerned (Somfy, Teleco, Linak)</i>

Recommendations:

Tarasola recommends that you purchase emergency kits. Our proposal results from our installation experience and our desire to save you unnecessary stress. This solution will optimize the time of potential complaints. We offer:

1. **REPAIR KIT** which includes:
 - markers in our standard RAL colours
 - glass polish
 - top caps for construction in our standard RAL colours
 - EPDM gaskets
 - a set of mounting screws
2. **SPARE PARTS SET** which includes:
 - Somfy automation (motors, remote controls)
 - Teleco automation (control panels, remote controls)
 - Motor (Linak)
 - A set of LED points