

1. INTRODUCTION

1.1 The prices as well as information in catalogues, brochures and on the website (www.valmont.com/valmont-poland/) of Valmont Polska Sp. z o.o. (hereinafter referred to as the Manufacturer) are provided only for information purposes. The Manufacturer shall reserve the right to introduce changes in the structure, shape, dimensions or materials in the Manufacturer's own sources of information without giving notice.

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE AND WARRANTY

2.1 The General Terms and Conditions of Sale shall apply to all contracts concerning sale of products concluded by the Manufacturer.

2.2 The Purchaser declares that an order placed with the Manufacturer shall constitute acceptance of the General Terms and Conditions of Sale and the General Terms and Conditions of the Warranty published on the Manufacturer's websites, which are in force as of the day of issuing the order confirmation.

2.3 Any terms and conditions of sale suggested by the Purchaser other than those included herein must be explicitly accepted by the Manufacturer in a written form.

3 OFFERS

3.1 Offers presented by the Manufacturer shall not constitute an offer within the meaning defined in Art. 66 and the following provisions of the Civil Code. The provided information shall not constitute a guarantee referred to in Article 5561 § 1 and 2 as well as Article 5561 § 2 of the Civil Code and furthermore, it shall not constitute a warranty declaration referred to in Article 5771 § 1 of the Civil Code. Any individual arrangements concerning properties and specification of a product shall be included in an order confirmation sent by the Manufacturer.

4 ORDERS

4.1 An order should be placed by the Purchaser with the Manufacturer in a written form (fax or e-mail).

4.2 The Purchaser shall have the right to cancel an order within 48 hours of sending an order confirmation without bearing any additional costs. Cancellation of an order must be done in writing and confirmed by the Manufacturer. Cancellation of an order after 48 hours of receiving an order confirmation shall not be possible and shall entail an obligation of settling due payments in accordance with an order confirmation.

4.3 Modification of an already placed order is possible only in a written form up to 48 hours of sending an order confirmation and after written acceptance by the Manufacturer. After acceptance of order modification, the Manufacturer shall send a new order confirmation.

5 DELIVERIES

5.1 Orders cannot be cancelled by the Purchaser because of delivery delays.

5.2 Delivery conditions shall be in accordance with Incoterms 2010: FCA 08-110 Siedlce, Poland unless other terms have been agreed and concluded in an order confirmation.

5.3 The Manufacturer shall be automatically released from any obligations regarding the delivery time should the Purchaser not meet the payment deadline or in the event of force majeure. Force majeure shall include any and all circumstances which are beyond the Manufacturer's control and hinder normal functioning of the production and products delivery processes.

5.4 If the delivery deadline is not met in accordance with the order confirmation, the Purchaser may charge the manufacturer with a contractual penalty of 0.5% of the order value per every full week of default. The maximum value of default penalties shall not exceed 5% of the order value. Before issuing a debit note for contractual penalties, the Purchaser should warn the Manufacturer in writing.

5.5 The Manufacturer shall charge a contractual penalty of 0.5% of the order value for every full week of delay in collecting a finished product by the Purchaser. The Manufacturer may withdraw from a delivery agreement if the

Purchaser does not collect the product up to 30 days of the delivery date and in such a case the Manufacturer shall charge the Purchaser with a contractual penalty in the amount of 30% of the order value. The Manufacturer shall have the right to demand compensation on general principles if the damage exceeds the amount of the charged contractual penalty.

5.6 The risk of product loss or deterioration shall pass to the Purchaser as of delivery. The Purchaser shall bear any and all responsibility for damage which may arise during the use of the products delivered by the Manufacturer.

5.7 In the event of a failure to collect a finished product by the Purchaser the risk of product loss or deterioration shall pass to the Purchaser as of the day defined as a product collection day.

6 TRANSPORT

6.1 The terms and conditions of payment for transport have been included in the Manufacturer's order confirmation.

6.2 The Purchaser shall be responsible for unloading of the ordered product if not otherwise agreed by and between the Parties in a written form.

6.3 The Purchaser shall be obliged to check the delivered product in accordance with the Manufacturer's General Terms and Conditions of the Warranty.

7 COMPLAINTS AND RETURNS

7.1 By signing a delivery note, the Purchaser declares that they have checked the delivered products, their quantity, quality and conformity with the order.

7.2 Any and all defects, non-conformity with respect to deliveries should be reported by the Purchaser in accordance with the General Terms and Conditions of the Warranty and shall be handled by the Manufacturer in accordance with the General Terms and Conditions of the Warranty.

7.3 The Manufacturer's responsibility shall be limited to deliveries of products free of defects, excluding any and all repairs and any and all other financial and non-pecuniary claims as well as damage, either of direct or indirect nature.

7.4 The Manufacturer shall not accept returns of delivered products.

8 PAYMENT CONDITIONS

8.1 The Buyer authorizes the Manufacturer to issue VAT invoices without the Buyer's signature.

8.2 Payment must be settled by the deadline indicated in the invoice, regardless of any possible complaints.

8.3 The Manufacturer shall have the right to charge contractual interest for any delays in payments in the double amount of default interest.

8.4 The date of payment shall be the date of crediting the amount due to the Manufacturer's bank account.

10. WARRANTY

10.1 The Manufacturer grants a warranty for products delivered under sections 2.2 and 2.3.

11. INTELLECTUAL PROPERTY

11.1 The Manufacturer shall retain all intellectual property rights to designs, research and documents which cannot be revealed or executed without the Manufacturer's written consent. Patented and non-patented technologies as well as know-how used in products and services shall remain the sole property of the Manufacturer.

12. FINAL PROVISIONS

12.1 To matters not settled by the General Terms and Conditions of Sale, relevant provisions of the Polish Civil Code shall apply.

12.2 Any disputes arising out of this agreement shall be settled by a competent court having jurisdiction over the Manufacturer's registered office