

PaNELTECH General Sales Conditions for Heat Insulation Products

These Sales Conditions (hereinafter referred to as "OWS" shall be governed by the rules for the sale of goods and services where the seller is Paneltech Sp. z o.o. based in Chorzów, Michałkowicka 24, registered in National Court Register under the KRS number 0000105517, NIP 627-00-12-306, REGON 008118215 hereinafter referred to as the "seller". OWS are an integral part of all agreements concluded by the seller in writing (offer, order or order confirmation) or oral order and applies to both parties unless they clearly agree different provisions in writing. Offer submitted by the seller to the buyer shall be valid for a period of 2 weeks from the date of issue, unless it is otherwise stated in the offer.

1. The conclusion of the Agreement

The conclusion of the agreement is as soon as the one of the Parties indicates that it wishes conclude an agreement (offer, order or order confirmation), indicating the essential terms and general conditions regarding the object, use, price, and the other party accepts these conditions without reservations in the form of confirmation. Both Parties shall apply the written form of arrangements.

2. The implementation of the Agreement

The parties shall be obliged to cooperate in implementing the Agreement. The buyer is obliged to give the Seller any information needed to produce the product in accordance with the order. The buyer shall be responsible for the effects resulting from the wrong or incomplete technical data in the agreement. The Seller is entitled to postpone the implementation of the agreement in the event of the circumstances for which he is not responsible.

The proof of completion of order or part of it is a document of the sale of goods WZ, proof of delivery or CMR document, confirmed by the Buyer. If the delivery will be at the expense of the Seller, the costs for the reception and unloading shall be chargeable to the Buyer. The Buyer is obliged to report defects and damages of the delivered goods in writing on the date of their receipt.

The documents related to the General Terms of Sale are: Condition of Transport, Loading, Unloading and Storage, and Insulation Panels Assembly Instruction, Paneltech Technical Catalogues, Paneltech general warranty conditions.

The goods are loaded in the production plant of the Seller at his cost. If the goods are not collected within 14 days from the scheduled date of order completion, they start being stored as the so called consignment stock. The cost of the consignment stock shall equal 0.5% of the order value for each day of the storage. The delivered goods remain the property of the Seller until all liabilities are settled, subject to the agreement between the parties, and in particular until the amount due for the delivered goods is paid.

3. The terms and deadlines of payment

Normally the payment terms are provided by the seller on printed paper: Offer, order or order confirmation, which would be adopted and approved by the buyer. In the event that there is provided a down payment for the Seller, the amount paid by the Buyer shall be claimed as costs. In case of delays in the payment of down-payment or with the approval of the agreement, the Seller has the right to change the agreed date of delivery of the goods or the services for a new time since the date of confirmation. Exceeding the deadline of the performance of the agreement gives the buyer the right to statutory interest calculated from the last day of the 14-day period.

The seller declares that it is a VAT payer, NIP 627-00-12-306. The buyer authorizes the Seller to issue VAT invoice without its signature. The invoice will be billed by the Seller within 7 days of the date when the good will be released to Buyer.

The price for the delivered goods or the execution of the service will be paid to the seller within the time limit provided in: offer, order or order confirmation to the bank account indicated on invoice. In the event of a delay in the payment for a good or service the Buyer will be charged with the statutory interest.

4. Warranty

It is agreed, that the seller:

- Give the buyer guarantee for a period of 24 months from the date of invoice, under the conditions laid down in the Agreement, provided the fulfilment by the buyer all the formalities provided in these OWS.
- exclude the liability of warranties where the Buyer is not a Consumer.

- does not give a warranty and will not be responsible of warranties for physical defects which not arose from causes rooted already previously in the sold good.

5. Termination of the Agreement

The seller may withdrawal from the agreement (without notice) in the case of:

- a) lack of down-payment, if it is required.
- b) failure of delivery data necessary for the performance of the subject of the Agreement by the Buyer,
- c) failure of the goods collection in a period longer than 6 months from the designated date of reception,
- d) nonpayment of receivables for the previously delivered goods in a period longer than 2 months.

6. Final provisions

The Parties agree that all the amendments and supplements to this Agreement shall be made in writing or else shall be null and void. If one or more provisions hereof are or become invalid, this shall not affect the validity of the remaining provisions. No third party may assume the rights and obligations of a party to this Agreement without the other's party written consent. Any and all disputes arising in connection with the performance of this Agreement shall be settled by the competent Court of the Seller's place of incorporation. The issues not covered by this Agreement shall be governed by the Civil Code.

PaNELTECH General Warranty Conditions for Heat Insulation Products

1. General conditions

Paneltech Sp. z o.o. in Chorzów ensures high quality of thermal insulation products used in the construction industry. The company guarantees consistency of the properties of the products with the declarations of conformity and detailed technical information accompanying the labelling.

The reference documents for the aforementioned products are:

- PN-EN 13163 standard - for polystyrene panels
- PN-EN 13165 standard - for PUR/PIR foam panels

The products are designed and manufactured for discontinuous fitting of insulation on the following surfaces:

- roofs and roof coverings,
- external walls and wall claddings,
- walls and ceilings inside the building structure, which are used in ambient climatic conditions, away from direct sunlight and at ambient atmosphere, where the acceptable norms concerning gas and dust contaminations are not exceeded, in accordance with the national legal provisions.

The product warranty remains binding from the date of issuing the invoice for the purchased products. The rights and obligations of the Buyer which were not included in the above provisions shall be regulated by the Civil Code, Chapter 11 - Sales, Chapter 3 - Warranty.

2. Exclusions and limitations

1. The manufacturer's liability for the construction product shall cease if the Buyer/User fails to comply with the directives included in the following documents:

- Transport, loading, unloading and storage conditions, and Insulation Panels Assembly Instruction.
- Paneltech Technical Catalogues.

The user of a construction product should be in particular warned of the consequences of the following:

- a) damage of the product due to incorrect loading, transport, storage and unloading,
 - b) damage of the product due to incorrect assembly techniques, inconsistent with the general recommendations.
2. The manufacturer is not liable for damage of the product caused by force majeure, e.g. natural disasters, power failures, random events etc.

3. Service conditions

1. All remarks or complaints concerning the quality of the products should be submitted in writing, by filling in a form, with a short description of the reason of filing the complaint, and the indication of the kind and number of the faulty panels, and the number and date of the sales document.
2. The manufacturer agrees to prepare a technical opinion concerning the submitted complaint within 14 working days from receiving the notification, and then submit the opinion to the complaining party.
3. A quantitative complaint will not be accepted if the reception of the product was confirmed on the sales document by the Buyer or the person authorized by him.
4. If the product was delivered by specialist transport by the manufacturer/seller to the Buyer, the complaint can be accepted if the inconsistency of the delivery with the data included in the Sales Conditions (SC) or CMR document. The Buyer is obliged to inform the Supplier immediately about the inconsistency, and the carrier acting on his behalf is authorized to confirm this fact on the SC or CMR document. The revealed missing number of products shall be levelled out immediately at the Supplier's cost.
5. The Buyer is obliged to adjust to the procedures outlined by the manufacturer, such as: Conditions of Transport, Loading, Unloading and Storage and Insulation Panels Assembly Instruction, Technical Catalogues of Paneltech Sp. z o.o. in Chorzów. No complaints will be accepted, if violation or failure to fulfil the obligations subject to the aforementioned manufacturer's procedures is revealed.

After the initiation of the complaint process, the Manufacturer reserves the right to examine and study the panels reported as the subject of the complaint. Failure to meet the above conditions will result in closing the complaint process and rejecting the complaint. The validated claims subject to the warranty will be satisfied on conditions and within time period agreed upon with the Buyer of the product.

Conditions of Transport, Loading, Unloading and Storage and Thermal Insulation Products Assembly Instructions

1. Transport of panels

The basic means of transport for the panels are technically fit light commercial vehicles, trucks (with a load bed or a semitrailer), which ensure appropriate width and height of the load bed ,

2. Loading and unloading Sandwich panels

Loading and unloading shall be carried out following these rules:

- Loading and unloading should be performed using appropriate forklifts. Manual loading and unloading is also acceptable, but only on condition that special caution is kept in order to prevent causing damage.
- If the Buyer/Carrier has any reservations concerning the carried load, they should include information about it in such documents, as: the waybill, proof of delivery, (SC) or CMR document.
- Breach of the good practice of efficient and safe loading/unloading of panels will result in the expiration of statutory warranty claims concerning the qualitative defects of the products.
- All issues not regulated by this instruction shall be subject to Paneltech General Sales Conditions in force on the day of the transaction.

3. Storage of Sandwich panels

- The panels shall be stored in stacks on an even surface or on evenly distributed beams, bases or pallets.
- Multi-layer storage is allowed, provided that general safety conditions are fulfilled.

4. Preparatory and assembly works

The insulation panels have to be assembled to the building walls or roof in precisely marked and prepared places. Before the assembly, the following matters have to be checked:

- how accurately the surface was prepared for insulation,
- the compliance of the product's properties with the design,
- the acceptable maximum tolerance of dimensions and shapes,
- the suggested way of binding elements (glue or connectors),
- whether the protective coating was selected appropriately.

The insulation panels are formed in the production plant in concrete sizes, however, if there is a necessity to cut them at the construction site, it can be done using appropriate tools. The products should be assembled to the construction surfaces using appropriate connectors, screws or glues. If the assembly is carried out scrupulously, the risk of deterioration of the thermal resistance/heat transfer coefficient is minimised. It is recommended for the designer to select the appropriate way of assembling panels, which takes into account the properties of all products, including e.g. the dimensional stability level in certain temperature and humidity conditions. If the panels are abutted, their heat transfer properties are worse, which was outlined in the computing method presented in the PN EN ISO 6946 standard concerning construction components, which Paneltech shall bear no responsibility for.

Taking the above into consideration, it is recommended to provide continuous insulation composed of many layers with overlapping connectors or single-layer insulation fitted by means of: lap connection or tongue and groove joints. In special cases it is recommended to seal the connections / joints with PUR/PIR fitting foam.

Insulation panels have their surface covered with flexible cladding made of foil/paper, which protects the stiff and brittle PUR/PIR foam against damage. Therefore these claddings do not serve a decorative function, do not protect against precipitation or fire, do not make the product fit to use in terms of e.g. a person walking on the panel, and hence have to be additionally shielded with a durable cladding, resistant to environmental and operating conditions. In addition, due to the above, the claddings can sometimes be a bit wrinkled or undulated. What is more, the content of free spaces and air-cells in PUR/PIR foam has to be determined on the basis of measurements in three cross-sections of the insulating panel width, and the mean amount should not exceed 5% of the total surface of the panel's cross-section. All air-cells larger than 6 mm should be included in the calculations, and all air-cells smaller than 6 mm should be ignored.