

General Terms and Conditions of STOA OOD for Supply of BILDA Materials and Components

1 Definitions

Company:	STOA OOD as sole owner of the BILDA brand
Customer:	a person (an individual) or legal entity purchasing BILDA Materials and Components from STOA OOD
Offer:	a written proposal from STOA OOD to a prospective customer of BILDA Materials and Components
Contract:	a written agreement, concerning sales of BILDA Materials and Components from STOA OOD to a prospective customer that is intended to be enforceable by law
Purchase Order:	a written request (in paper or electronic form) for the purchase of BILDA Materials and Components
Goods:	BILDA Materials and Components purchased (ordered) by the Customer as specified in BILDA general catalogue and by STOA OOD
Services:	STOA OOD also provides supplementary services such as cutting special sizes, components, machining and prefabrication in accordance with special order and services annex
Design:	Design services provided by STOA OOD in addition to supplying the standard BILDA Materials and Components, executed under a separate contract

2 Contract Information

The Contract shall not be considered concluded until the Company issues a written confirmation of the Purchase Order in paper or electronic form (including fax/e-mail).

3 Scope of the General Terms and Conditions (the GTC)

- 3.1 The GTC apply to the handling of all Company's Offers, deliveries of Goods and to any related Services to the Customer.
- 3.2 The GTC are an integral part of Contracts
- 3.3 The GTC can be modified only with a written agreement.
- 3.4 The Technical Terms and Conditions included in BILDA product catalogues shall apply to all products and services the Company supplies
- 3.5 By entering the Contract, the Customer accepts the GTC without any further written confirmation.

4 Specification

- 4.1 The Customer alone shall be responsible for ensuring that the terms of the order are accurate (including any applicable specification) and for giving any necessary information related to the Goods/Services within sufficient time for the Company to be able to fulfil its contractual obligations.
- 4.2 The Company reserves the right to make any changes in the Goods specifications in order to incorporate technical improvements and enhance safety, quality or performance of the Goods.
- 4.3 If prior to delivery, the Customer wishes to make any changes to the specifications of the Goods, such changes shall be negotiated and agreed in good faith with the Company.

5 Quality of Goods

The Customer shall ensure that the supplied Goods are:

- of the quality and in accordance with the Specifications.
- in compliance with the local regulations and/or standards of the markets in which they are sold and to which they are delivered.

6 Technical parameters of Goods

- 6.1 The Goods are only to be used for supporting structures of ventilated facades having a void between main loadbearing structure front face and cladding panels back side of minimum 55 mm.
- 6.2 The Goods are intended for cladding panels with shortest side length not less than 300 mm and surface area not less than 0.2 m². The cladding panels shall be supported at not more than four points.
- 6.3 The Goods are among those listed in BILDA catalogue. Should other components are required, that shall be explicitly marked.
- 6.4 Unless the Customer provides the Company with specific parameters of the project (sizes of cladding panels, values of the loads acting, limitations required by local codes and standards, etc.), the Goods offered by the Company will be suitable for average values of those parameters.

7 Services and Personnel

- 7.1 The Services supplied under the General Terms and Conditions (whether related to the supply of the Goods or not) shall be provided with the accuracy and professional skills.
- 7.2 The Company shall be responsible for its personnel carrying out (performing) the Services.

7.3 The Customer shall arrange the necessary safety and/or ensure that the Company and its personnel have received appropriate information about the order, safety and security at the workplace. The Company shall acquaint itself with the working conditions at the place where the Services are provided and ensure that its personnel is informed of and comply with any safety regulations and instructions of the Customer in force at the place where the Services are carried out.

8 Quotations

8.1 The Company's quotations shall be subject to change without notice unless an agreement has been made otherwise. A quotation is only valid for thirty (30) calendar days from the date of issuance if the Company has not previously withdrawn it.

8.2 The documents pertaining to the quotation, such as principle assembly, shall only apply as approximations unless they have been expressly designated as a binding document. The Company shall reserve the title of and copyright to cost estimates and other documents. Third parties must not have access to them.

8.3 It is the responsibility of the Customer to check and validate the specifics of any quotation and to ensure that the application of the ordered Goods is suitable for the intended construction.

8.4 Quotations are based on info provided by the Customer. Should such info is missing, best practices in the trade are assumed.

9 Prices

9.1 The price of the Goods shall be stated in the Order Confirmation provided by the Company. All prices (unless otherwise agreed in writing) are valid for thirty (30) calendar days or until earlier acceptance by the Customer. After thirty (30) calendar days they may be changed by the Company. Additional services shall be invoiced separately.

9.2 Prices are based on a single order for delivery in one consignment. Additional quantities or replacements shall be invoiced separately.

9.3 All prices are quoted ex-works or warehouse and do not include the statutory VAT (shown separately on the invoice), transport costs, insurance costs, customs duties or any other charges. The Customer shall bear packing costs in excess of standard packing.

9.4 The Company reserves the right, after notifying the Customer before delivery, to adjust the price of the Goods to reflect any increase in the costs due to factors beyond the control of the Company and shall provide evidence to justify these changes upon request.

10 Order and Payment

10.1 After signing the Contract proceedings are as follows:

(i) The Customer places a detailed order.

- (ii) The Company confirms the order and issues a proforma-invoice for an advance payment agreed in the Contract and the balance payable after inspection and before loading of the Goods.
- (iii) The production of the Goods starts after receiving the advance payment, which is considered as an order confirmation by the Customer.
- (iv) The Goods are loaded after inspection and receiving the balance payment. Standard order processing, production time and preparation for loading is minimum 8 weeks, unless otherwise agreed. Standard delivery terms - Ex works.
- (v) Payments may be agreed by LC.

10.2 Payment shall be deemed as made when the sum in question is credited to the Company's bank account.

10.3 If for any reason whatsoever the Customer fails to make payment or issue a respective LC on the due date/dates, the Company shall be entitled to:

- (i) suspend delivery of Goods to the Customer or collection of the Goods by the Customer if already delivered.
- (ii) seek remedy for Customer's failure to pay.

11 Delivery

11.1 The delivery period shall be approximate and not binding unless agreed otherwise in writing.

11.2 The delivery period shall begin on the date the Company confirms the order but in no case prior to the settlement of due payment.

11.3 A delivery deadline shall be deemed met if the Goods are handed over for transportation or they are ready for dispatch and notice thereof is given.

11.4 Delivery periods and dates, which are not explicitly fixed in the order confirmation, may get an adequate grace period for delivery by the Customer 2 weeks after the expiry of such a delivery period or date. The Company shall only be deemed in default of delivery after expiry of such a grace period.

11.5 The Company may perform partial deliveries and render partial services if such action does not unreasonably affect the Customer.

11.6 Delivery of the wrong quantity of Goods shall not give the Customer the right to reject the Goods and

- (i) should the Company deliver a smaller quantity than the one ordered by the Customer (unless the deficiency has arisen during transit), the Company shall remedy the deficiency within a reasonable time of the receipt of a notice from the Customer written within seven days following delivery.
- (ii) should the Company deliver a larger quantity than the one ordered by the Customer, the Customer shall at their discretion either pay for excess quantity at the rate valid on the date of signing the Contract or return within fourteen (14) days any surplus quantity at the expense of the Company.

- 11.7 If the Company cannot meet the agreed delivery date for reasons for which the Company is not answerable (stoppages, strike, lock out, power supply problems, delays in the supply of essential items and components), the Company shall inform the Customer thereof without undue delay. The Customer shall not be entitled to rescind the Contract. If it is not foreseeable that the Company will be able to provide the Goods/Services within a reasonable period but in any event no later than four (4) months, the Company and the Customer can rescind the Contract.
- 11.8 In the event export and/or import permits are required for the Goods to be dispatched abroad, it is incumbent upon the Customer to take care of them. The Company shall not bear the consequences for delays that result from the issuing of such documents.
- 11.9 The Goods are delivered in boxes / packs. Split boxes / packs will be charged extra
- 11.10 The Goods shall be taken by the Client in due time according to the Contract. Additional fees are applied for quantities delayed to be taken more than 30 days. Quantities not taken within 90 days shall be scrapped.

12 Return of Goods

- 12.1 If the Company takes back the Goods voluntarily, the Company charges a handling fee equal to 20 % of the invoice amount. The Company reserves the right to make further deductions for loss of value of Goods taken back voluntarily.
- 12.2 The Goods that are specifically produced or procured for the Customer will not be taken back.

13 Shipment and Passing of risk

- 13.1 Unless otherwise explicitly stated in the order confirmation, delivery shall take place from the Company warehouse/plant.
- 13.2 The Company shall not be responsible for the transportation costs of the Goods.
- 13.3 Unless otherwise expressly agreed, shipment shall always be carried out at the Customer's risk. The risk shall pass to the Customer as soon as the Goods have been handed over to the person or body responsible for shipment.

14 Acceptance default

- 14.1 In the case of default in acceptance of delivery the Company shall be entitled to store the Goods and the risk of accidental deterioration, loss and destruction shall pass to the Customer.
- 14.2 The Company shall be entitled to claim refund for any expenditure associated with acceptance default.

14 Liability for defects and damages

- 15.1 The Customer shall inspect the Goods immediately upon receipt to make sure that they correspond to accompanying documents. In the event of violation of this provision, any possible claims are excluded.
- 15.2 Upon discovery of apparent defects in the quality or state of the Goods or unconformity with the Contract, the Customer shall serve upon the Company a written notice specifying the defects or how the Goods are not in accordance with the Contract within seven (7) days of the arrival of the Goods. The Customer shall provide the Company with the opportunity to inspect the Goods together with the Customer and be present when samples are taken for testing the materials.
- 15.3 Upon discovery of hidden defects, the Customer must also lodge a complaint within twenty-four (24) hours after they have been detected, but in any case before the Customer uses the delivered Goods, and keep them ready for inspection by the Company in the condition in which they are at the time of detecting the defect. The Goods are to be stored properly until the complaint has been settled.
- 15.4 If notifications of defect are made on time and are justified, the Company is entitled to remove the defects or to deliver substitute goods, as it may choose. If the Company fails to act accordingly, the Customer may demand reduction of purchase price or rescission.
- 15.5 The Company is only liable for damages, which are the direct and exclusive consequence of intent or gross negligence on the part of the Company and to the extent that it has been notified in writing of its default and has been given a reasonable period of time to rectify the defect or supply defect-free products.

16 Warranty

- 16.1 Warranty is defined as the characteristics of the Goods given in the Company's specification.
- 16.2 Unless agreed otherwise, the warranty period is ten (10) years as of the delivery date of the Goods.
- 16.3 The warranty ceases to apply in the event that:
 - (i) The Goods are damaged during transportation or stored by the Customer in unsuitable conditions
 - (ii) A faulty mounting, assembly or repair performed by the Customer or anyone other than the Company, without Company's permission
 - (iii) A failure or defect occurs because of inappropriate or improper use.
- 16.4 If the defect is due to a faulty third-party product, the Company shall be entitled to assign its warranty claims against the Supplier in court.
- 16.5 The warranty shall not cover components provided by the Customer. The Customer shall be exclusively responsible for the suitability and quality of such components unless expressly otherwise agreed.
- 16.6 Consultancy services are secondary services provided by at no charge under no obligation to the Company, unless a separate additional order is placed for them and a charge is made.

17 Retention of title

17.1 Delivered Goods shall fully remain the property of the Company until all receivables have been fully paid up.

17.2 In the event of payment default, the Company shall be entitled, after having set a deadline for performance, to withdraw from the Contract and demand the return of the delivered Goods. The Company shall be entitled to sell the returned Goods and the yield, after deduction of costs of the sale, shall be offset against the Customer's liabilities.

18 Intellectual property rights

18.1 All documents provided by the Company, such as agreements, designs, sketches, drawings, etc., are solely intended for use by the Customer and for the particular project they have been created.

18.2 Designs, sketches, drawings, etc. created by the Company in the context of the Contract shall remain the property of the Company regardless of whether these have been made available to the Customer or to third parties, unless the Contract expressly states otherwise.

18.3 The Customer is not permitted to use any name, trade name, trademark, logo or any other reference to the Company in any external advertising materials, publicity materials or other without the permission of the Company.

18.4 The Company has the rights to publish designs, images, pictures of the projects where BILDA is implemented.

19 Force Majeure

Force Majeure, in the broadest sense of the word, releases the Company from its obligation to deliver within a specified period or on a specified date, and gives the Company the right, if necessary, to suspend or to wholly or partially terminate the Contract by means of a notification to the Customer.

20 Structural design

20.1 The Company is a system components supplier not a designer of the system for a particular project. It provides only advices regarding the design of the system when requested by the Customer.

20.2 The Customer may use "STATIC ANALYSIS METHODOLOGY" at BILDA website as a guide for performing static calculations of the ventilated facade supporting structure considering its specific geometry, system components types, loads, codes and norms in force.

20.3 The Customer's design output shall be consulted with the Company. The Company's advices relating to the Customer's design are not an approval for it.

20.4 In case there are disagreements between the Company and the Customer relating to the Customer's design as a whole or as a part, the Company reserves the right not to deliver respective Goods.

20.5 Should the Customer require the structural design to be partially or fully developed and submitted by the Company, a separate agreement for that shall be concluded.

21 Miscellaneous provisions

21.1 If the Company produces tools or arrange to have them produced for orders of the Customer and charges the incurred costs proportionally to the Customer, ownership of said tools and their accessories does not pass to the Customer, nor the Customer is entitled to their surrender. The tools shall not be delivered to the Customer.

21.2 The Company has the right to communicate data obtained from the Customer on the basis of the business relationship to a credit insurance agency for the purpose of taking out credit insurance.

22 Governing law

In addition to the terms of the Contract, the legal relations between the Company and the Customer are also guided by rules of ICC Paris and disputes, if any, resolved by the ICC arbitration body.