

Terms and conditions of sale and delivery

1. DEFINITIONS

- a) **Manufacturer** - HansenProducts/Hansen Polska Sp. z o.o. (in the following part HPL), ul. Lotniskowa 17, 36-060 Głogów Małopolski; VAT no.: 517-01-83-054,
- b) **Buyer** – the company who purchasing products from HPL.
- c) **Confirmation of Order** - the confirmation of the final quotation for the Order.
- d) **Confirmation of Delivery** - the confirmation of fixed delivery dates for the Order; please note that the Order is no longer subject to change once this has been issued.
- e) **Contract** – the binding contract between HPL and the Buyer for the sale and purchase of the Products in accordance with, and which incorporates, these Conditions .
- f) **Offer enquiry** - an invitation to take part in the process of submitting offers, to provide a specific product or service. A request for quotation should include, among others: specification of the subject of the offer.
- g) **Quotation** - a sales proposal aimed at concluding a contract, if accepted by the customer. It defines the conditions under which the goods are offered.
- h) **Order** - the Buyer's order for the Products, as set out in purchase Order or Acceptance of Order form.
- i) **Product** - shall be the items (or any part of them) supplied by HPL in accordance with the agreed order.
- j) **Recognition of Order** - HPL acknowledgement of any instruction to proceed from the Buyer; this seeks to clarify design, scope, price and programme.
- k) **Specifications** - requirements and attachments on the basis of which the offer will be prepared.

2. OFFER ENQUIRY AND QUOTATION

- a) An offer enquiry is submitted to the HPL in electronic version by the mail offer@hansen-products.com
- b) The price is subject to change due to changes in inflation. The current and binding price is in

the offer and in the signed contract. The price is subject to change as a consequence of any variation of the Buyer's requirements from those specified in the quotation, which is accepted by HPL, including the detailed design of the products.

c) The quotation includes a standard Millennium system solutions included in catalogues/ Millennium brochures.

d) The Buyer is responsible for ensuring that all applicable specifications submitted by the Buyer are complete and accurate.

e) Quotations are valid for a period of 30 days from the date of issue unless stated otherwise in the quotation.

f) The quotation includes the price excluding tax in PLN.

g) The delivery dates referred to in the quotation are for guidance only and upon receipt of an acceptable order HPL will agree with the Buyer a mutual acceptable delivery schedule. HPL shall not be liable for any delay in the manufacturing and delivery of the Products until such change in the schedule.

h) Amendments after acceptance of the signed contract will not be acceptable without adjustment to the price.

i) The quotation doesn't include transport costs, duty product insurance. If, in the event of brexit and arising from brexit, there is an increased amount of customs handling and/ or other border control requirements to fulfil which may in turn cause a delay to HPL performance under the contract, then HPL reserves the right to extend the time for performance of the contract by an identical number of calendar days without incurring any liability. Additionally, if, as a result of brexit, HPL incurs any increased costs (such as customs duties, import VAT and other charges or duties) in regard to HPL performance of the contract, then HPL shall have the right to increase the contract price by an amount equal to such substantiated increased costs. HPL shall inform the Buyer as soon as it becomes aware of the likelihood of any threatened delay or increased costs. The Buyer agrees that HPL shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performance or increased costs due to brexit.

3. RESPONSIBILITIES

The Buyer is responsible for, and acknowledges that HPL has no obligations and will not be subject to any liabilities in relation to:

1. Acceptance of, and the successful integration of, the HPL design and/or the Buyer's specification, with the designs, specification and proposals of others and of other parts of the project for which the Products are intended;

2. Ensuring that the Products are appropriate for any particular application, and comply with relevant local and national legislation, standards, codes of practice and other statutory requirements;
3. Ensuring HPL has the correct information including, but not limited to, drawings, specifications, quantities and dimensions of the Products required.
- b) The Buyer acknowledges that any delays or failure by the Buyer to comply with the design programme/ direct timeline requirements, to provide details of its requirements and/or specifications for Products, or to promptly provide HPL with all information and assistance requested from time to time to facilitate the proper and timely performance of the contract may result in the products missing their allotted or estimated manufacturing time.
- c) HPL shall not be liable for any failure (by whatever margin) on its part to meet an agreed delivery date arising from any delay or failure of the Buyer as referred to in clause 2 of these conditions. The Buyer shall ensure the correctness of information provided, and that its requirements and specifications are sufficient for the Buyer's purposes.
- d) HPL does not accept responsibility for the design, strength, stability or suitability including tolerances of the sub-structure to receive HPL nor for any adverse effects caused to its work by reason of latent defects, which may occur in substructure constructed by others.

4. CONFIRMATION OF ORDER

At the stage in which HPL has completed the design phase; HPL will provide a confirmation of order to confirm details of:

1. The proposed programme for delivery dates
2. The final design of the products
3. The contract price and any changes to the price
- b) The Buyer must provide written acknowledgement including any required revisions, in the form of a signed acceptance of order form within five (5) working days of receiving the confirmation of order. Without this confirmation, HPL shall have no obligations or liability in regard to the manufacture and delivery of the products.
- c) Following the Buyer's acknowledgement; any changes or amendments to the order will be subject to HPL written acceptance only. The Buyer shall be liable for any consequential delay due to any requested changes or amendments.

5. CONFIRMATION OF DELIVERY

At the stage in which HPL has committed to the manufacture of the products, HPL will provide the Buyer with a confirmation of delivery to confirm details of:

1. The products
 2. The dates for delivery of the products
 3. The contract price and any changes to the contract price.
- b) The Buyer agrees that products placed into manufacture can not be revised. In the event of any urgent amendment to the order; the Buyer shall be liable for the price of the original products in addition to any additional products, consequential delay due to any requested changes or amendments and shall indemnify HPL in full against any and all costs (including costs of all labour and materials lost), loss (including loss of profit), damages, charges and expenses suffered or incurred by HPL as a result of the change.
- c) In the event of any cancellation of the contract by the Buyer, including as provided for under this clause, the Buyer shall be liable for the full price of the goods including any applicable storage fees.

6. DELIVERY AND TRANSFER OF RISK

- a) Dates for delivery of the products shall remain estimates until the fixed delivery dates are issued as per the confirmation of delivery.
- b) Delivery of the products is subject to full payment of the products.
- c) Unless otherwise agreed in writing between the parties, the products shall be delivered duty paid (if applicable) to the Buyer's designated place of delivery and shall include offloading to kerbside. If the Buyer is undertaking self-offloading; at the point of delivery (which does not include offloading) the responsibility and risk of the products shall pass to the Buyer.
- d) The Buyer shall inspect the products on delivery and will mark the carrier's receipt note with details of any shortage or visible damage in transit. In addition, Buyer shall notify HPL in writing within three (3) calendar days of any shortage or damage in transit. The Products shall be at the Buyer's risk from the time that they are delivered, and as such any damage caused during self off-loading shall be the Buyer's responsibility.
- e) Should the Buyer fail to take delivery of the goods for any reason on the agreed date then the Buyer will reimburse HPL for all costs or expenses in re-delivery and/or storage charges. Re-delivery and storage costs must be agreed in writing prior to re-delivery.
- f) The Buyer shall notify HPL in writing of any shortfall of products delivered, or any nondelivery of the products, within 3 working days of delivery or, in the event of nondelivery, of the anticipated delivery date. HPL shall be entitled to make good any shortage or non delivery of the products.

7. PRICES AND TERMS OF PAYMENT

- a) The Buyer is responsible for the payment of half (50%) of the contract price before starting production within 5 working days from the date of invoice, including any changes to the contract price as provided for under these conditions. The Buyer shall also pay VAT applicable in a given country and any applicable import and other duties, taxes and expenses. Quoted prices include carriage and insurance to the point of delivery unless otherwise stipulated in the order confirmation/schedule.
- b) HPL shall issue a further invoice for the balance of the contract price payable by the Buyer prior to despatch of the products second half (50%) payment of the contract price . The final date for payment shall be as per the due date stipulated on the invoice, that is 5 days before agreed shipment date.
- c) If an invoice is not paid in full by the final date for payment, without prejudice to any other rights or remedies HPL may have, HPL may at its option and without incurring any liability, suspend performance of its obligations under the contract until payment is made in full in cleared funds.

8. RETENTION OF TITLE

- a) Legal and beneficial title to the products shall not pass to the Buyer until the earlier of until HPL has been paid in full for the products supplied to the Buyer including any interest payable on late payments HPL shall retain legal and beneficial title in the products.
- b) The ownership of the products will only pass to the Buyer when he has met all that is owing to HPL no matter on what grounds. Until the date of payment of what the Buyer owes HPL the Buyer shall keep the products in question for HPL in the capacity of fiduciary owner and if required by HPL shall store the HPL separately and in such a way that they are clearly the property of HPL and can be recognised as such until payment has been made in full. If HPL so desires they shall be allowed to enter on the site and dismantle and remove products supplied pursuant to the contract and the Buyer hereby grants to products an irrevocable licence to enter upon the site for this purpose.

9. WARRANTY AND LIABILITY

a) HPL warrant that the products will correspond to their specification and will be free from defects in materials and workmanship for a period of 2 years from the date of delivery.

b) The Buyer is entitled to make a complaint about the product only during the warranty period PROVIDED that:

1. The defect was not caused by fair wear and tear, neglect, misuse or improper adjustment.

2. The Buyer has installed, transported, maintained and used the Products in accordance with any instructions, recommendations or specifications of HPL, whether oral or in writing or best industry practice;

3. Any defects must be notified to HPL within 7 days of delivery or where the defect would not become apparent upon reasonable inspection, within a reasonable time after the discovery of the defect. Photos of defects, damage are demanded or, if required, return of the advertised structure.

4. The defect does not result from compliance with any drawings or specification supplied to HPL by the Buyer.

5. The Buyer has allowed HPL or its appointed agent a reasonable opportunity to inspect the products and such inspection confirms that the products are defective. Should HPL be responsible for a defect, HPL will at its option either refund an appropriate part of the contract price, repair the products or provide replacement products (or spare parts) free of charge. Where replacement products (or spare parts) are provided by HPL, the Buyer's attention is drawn specifically to clause b/3, as HPL accepts no responsibility for any associated costs of removing defective products and reinstalling replacement products.

c) Except for the warranties contained in clauses a and b of these conditions, all other warranties, conditions and other terms, whether express or implied by statute, under common law or otherwise in relation to the products and this Contract (apart from terms implied as to title under the Sale of Goods Act 1979) are expressly excluded. This exclusion includes, but is not limited to, an exclusion of any condition or warranty of fitness for particular purpose, satisfactory quality, usefulness or timeliness.

d) HPL shall be under no liability to the Buyer for any loss of profit, loss of business, loss of revenue, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, depletion of goodwill or any costs, expenses (including legal expenses) or for any indirect or consequential loss or damage whatsoever (howsoever caused) resulting from defective material, faulty workmanship, late delivery, withdrawal of credit approval or otherwise and whether caused or not by the negligence of HPL, its employees, contractors or agents, provided always that HPL accepts liability for fraud, fraudulent misrepresentation, and death or personal injury caused by its negligence. In no circumstances shall HPL's liability to the Buyer for any breach of the contract exceed the price paid for the Products with respect to which the claim is made.

e) HPL provides a 5-year warranty for the paint coating, provided that the product is used under conditions consistent with its intended purpose and typical environmental exposure. In case of any uncertainty regarding the conditions of use, the Client is required to provide the exact location of the installation and describe the environmental conditions present at that site. Based on this information, HPL will confirm the applicable standard paint warranty period.

10. TERMINATION, SUSPENSION, SECURITY

HPL may, without prejudice to any other right or remedy available to HPL, immediately terminate the contract, suspend contractual performance or require any payment in advance or satisfactory security for further deliveries the contract by written notice to the Buyer in the event that the Buyer:

1. Defaults in making any payment due to HPL under the contract
2. Remains in breach of its obligations to HPL under the contract or under any other contract with HPL having been given 14 calendar days' notice of the breach in writing (including for noncompliance with design programme/direct timeline obligations). Without prejudice to any other rights or remedies available, HPL may demand immediate payment of outstanding amounts which shall then become due and payable.

11. GOVERNING LAW AND JURISDICTION

The contract, and any dispute or claim (including non-contractual disputes or claims) arising from or in connection with the contract or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. If any dispute arises from or in relation to the contract, the parties will use their reasonable endeavours to resolve that dispute amicably by discussion.

12. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in and to the products, and in a HPL design or any drawings, technical data, reports, documents, designs and information whatsoever which HPL submits to the Buyer in connection with the contract, shall belong to HPL and must not be copied or shown to any third party without the prior written consent of HPL.

13. CONFIDENTIALITY

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the contract.

14. FORCE MAJEURE

Without prejudice to any other provision of these Conditions, HPL shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performance or any failure to perform any of the obligations of HPL under the contract due to circumstances beyond its reasonable control, including without limitation, war, fire, flood or storm, explosion, accident, civil disturbance, governmental restrictions and/or guidelines including but not limited to statutory guidance on pandemics and epidemics, shortage or unavailability of stock or manpower, industrial action and transportation delays.

15. SEVERABILITY

If any of the terms and conditions of the Contract (or part thereof) or these conditions shall be found to be illegal, invalid or unenforceable, all other terms and conditions of the contract or these conditions not affected by the same shall remain in full force and effect.

16. DISPUTE RESOLUTION

- a) In the event of a dispute arising under the contract either party may give notice in writing to the other party detailing the dispute and the remedy sought. Within 30 days of the issuing of such a notice the parties will meet and use their best endeavours to settle the dispute between them.
- b) In the event that the parties fail to resolve any dispute under item (a) either party may refer the matter to an adjudicator for a decision as detailed in Item (c) below. A decision given by an adjudicator shall be binding on the parties until a final resolution has been reached in a court of law.
- c) Should a party wish to refer a dispute to adjudication then the parties will be bound by the rules and procedures laid down in the Housing Grants, Construction and Regeneration Act 1996 Sections 104 to 117 and the Scheme for Construction Contracts (England and Wales) Regulations 1998. It is agreed between the parties that Section 105 of the Construction Act is amended to include this contract and that Section 105 Subsection (2)(d) is deleted.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) Act 1999

The parties hereby confirm that no term of the contract and these conditions is intended to confer on any third party any right or benefit and the provisions of the contracts (Rights of Third Parties) Act 1999 are excluded.

18. ENTIRE AGREEMENT

The contract constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations.