

KINGSPAN
GENERAL CONDITIONS OF SALE
FOR ENTREPRENEURS

Version binding from 8th December 2025

These General Conditions of Sale (hereinafter referred to as the "GCS") regulate the principles concerning sale of goods and services of Kingspan sp. z o. o., as well as the delivery of their goods. They constitute an integral part of contracts, offers and order confirmations, and are binding on both Parties, unless they clearly decide otherwise, by agreement in writing. The Purchaser's standard contract terms shall not be applied to transactions concluded with Kingspan sp. z o. o., unless a written agreement between the Parties provides otherwise.

The GCS in written form are available to Purchasers in Kingspan's registered seat, as well as in electronic version on the following website: <https://www.kingspan.com/pl/pl-pl>. If the Purchaser remains in permanent business relationship with Kingspan, their acceptance of the GCS on conclusion of one sales contract shall be regarded as the acceptance thereof for subsequent sales contracts concluded between them and Kingspan, unless the Parties have stipulated otherwise.

§ 1.
Defined terms

1. In these GCS, as well as in order confirmations, the terms listed below shall have the following meaning:
 - **"Kingspan"**: Kingspan sp. z o. o., with its registered seat in Lipsko, entered into the Register of Entrepreneurs of the National Court Register under the number 0000018175;
 - **"Purchaser"**: a person defined in the Order Confirmation, who placed an order for purchase or delivery of the Goods;
 - **"Force Majeure"**: any event beyond reasonable control of the Parties, which could not have been prevented due to its nature, or was foreseeable but unavoidable, including strikes, lockouts and other industrial disputes (concerning one's own workforce or third persons), failures of energy sources, malfunctions of transport networks, chance events, wars, terrorism, riots, unrest, interference of civil and military authorities, national or international disasters, armed conflicts, malicious damage, breakdowns of machinery or equipment, radioactive, chemical or biological contamination, sonic booms, explosions, collapse of building structures, fires, floods, hurricanes, earthquakes, losses at sea, epidemics or similar occurrences, natural disasters or extremely unfavorable weather conditions, as well as failure to perform deliveries on the part of subcontractors;
 - **"Goods"**: construction and insulation products, construction and insulation systems or auxiliaries which Kingspan is obliged to deliver to the Purchaser, defined in detail in the Order Confirmation.

§ 2.

Sale of Goods / Delivery of Goods

1. Pursuant to the Sales Contract, Kingspan hereby undertakes the obligation to transfer the ownership of the Goods onto the Purchaser and release the Goods to the Purchaser, while the Purchaser shall be obliged to collect the Goods and pay the agreed price to Kingspan.
2. Pursuant to the Delivery Contract, Kingspan hereby undertakes the obligation to manufacture the Goods and deliver them to the Purchaser, unless the Purchaser collects the Goods on their own, while the Purchaser shall be obliged to collect the Goods and pay the agreed price to Kingspan.
3. The sales price shall include the price of the Goods and the costs of Transport to the place within the territory of the Republic of Poland, indicated by the Purchaser, unless the Parties have agreed that the costs of Transport shall be borne by the Purchaser, or that the Goods shall be collected from Kingspan's registered seat at the Purchaser's expense.
4. The sales price defined by Kingspan in the Offer is an estimated price, calculated based on unit prices of the Goods, in force on the day when the Offer is submitted. The final sales price shall be established based on the volume of the Goods delivered to the Purchaser, taking into consideration the prices in force on the day of the delivery of the Goods.
5. The unit prices defined in the Offer/Order Confirmation apply to the Goods manufactured and delivered on time and on conditions specified therein. If the Offer/Order Confirmation does not provide otherwise, following the expiry of that period of time, Kingspan shall be entitled to change prices of the Goods which have not yet been manufactured, based on the signed Order Confirmation. In such a situation, Kingspan shall submit the updated price list to the Purchaser, who shall confirm the acceptance thereof within 3 working days. If the updated price list is not approved within the above-mentioned time, Kingspan shall be entitled to withdraw from the contract for default in performance attributable to the Purchaser, within 120 days.
6. The final order specification, confirmed by the Purchaser in the Order Confirmation may be changed by maximum 5%, yet by not more than 150 m² of materials. Should the difference exceed the above-mentioned values, Kingspan shall be entitled to charge the Purchaser the costs of ordered materials.
 - a. In case the order is reduced by more than 5% and by more than 150 m², Kingspan shall be entitled to charge the Purchaser the costs of ordered materials equivalent to the value of sheets corresponding to order reduction exceeding the above-mentioned limits (5%, yet not more than 150 m²).
 - b. In case the order is increased by more than 5% or by more than 150 m², Kingspan shall be entitled to charge the Purchaser the costs equivalent to the whole difference in the price of the Goods, as well as the additional costs of production and logistics. Furthermore, in such a situation Kingspan shall not guarantee that the shade of the additional Goods is identical or that the deadlines are met.

7. The Sales Contract or the Contract on Delivery of the Goods shall be concluded when the Purchaser signs the Order Confirmation and returns it to Kingspan in the document form (a scan with signatures of authorized parties).
8. The Order Confirmation is the document issued by Kingspan, containing detailed data concerning, in particular:
 - a. the Goods ordered by the Purchaser;
 - b. the Purchaser;
 - c. the estimated deadline for delivery or dispatch of the Goods;
 - d. the address indicated by the Purchaser, to which the Goods are to be delivered by Kingspan (in case Kingspan delivers the Goods); if there is no address provided in the Order Confirmation, the Purchaser shall be obliged to collect the Goods at the place indicated by Kingspan;
 - e. detailed conditions, if such were agreed upon by the Parties.
9. Kingspan may require that the Purchaser makes an advance payment or pays a deposit as understood by the provisions of Art. 394 of the Civil Code, provided that, in the situation where the Purchaser is an entrepreneur:
 - a. in case the Purchaser withdraws from the Sales Contract or from the Delivery Contract due to the failure of performance thereof on the part of Kingspan, Kingspan shall return to the Purchaser the deposit in the amount paid by them;
 - b. in case Kingspan withdraws from the Sales Contract or from the Delivery Contract due to failure of performance thereof on the part of the Purchaser, Kingspan shall be entitled to retain the deposit in the amount paid by the Purchaser.
10. The deposit or the advance payment shall be paid/made in the amount indicated by Kingspan in the Order Confirmation or in the proforma invoice, by the deadline established by Kingspan therein. Making the advance payment or paying the deposit shall constitute the condition for including the Goods ordered by the Purchaser in the production plan, ordering materials necessary for execution of the order, or commencing delivery of the Goods to the Purchaser. Should the Purchaser fail to make an advance payment or pay the deposit by the established deadline or in the amount indicated by Kingspan, Kingspan shall be entitled to withdraw from the Sales Contract or from the Delivery Contract without making a prior demand for payment, for default attributable to the Purchaser, within 120 days starting from the expiry of the payment deadline, without any detrimental financial consequences. Trade limit granted to the Purchaser shall not release them from the obligation to make the advance payment or pay the deposit for the benefit of Kingspan, unless Kingspan releases the Purchaser from this obligation by way of a separate agreement, in particular included in the contents of the Order Confirmation.

11. The Purchaser shall be responsible for ensuring that the information provided by them in the Order Confirmation is precise, and that any further necessary information concerning the Goods is provided to Kingspan within the time enabling the latter to perform the Sales Contract or the Delivery Contract in compliance with the terms thereof.
12. Neither the employees nor the agents of Kingspan are authorized to make statements or provide guarantees concerning the Goods, unless such statements or guarantees are confirmed in writing by Kingspan. Furthermore, any recommendations or advice given to the Purchaser by Kingspan's employees or agents, concerning storage, installation or usage of the Goods shall not be binding, unless they are confirmed by Kingspan in writing; following such recommendations or advice without clear confirmation thereof in writing by Kingspan, shall be at the sole risk of the Purchaser.

§ 3.

Conditions of Payment

1. Payment for the delivered Goods shall be made by way of prepayment in the amount of 100% of the estimated price, mentioned in § 2 p. 4 hereof, unless other conditions have been established in a separate agreement, in particular in the contents of the Contract or the Order Confirmation.
2. In case the conditions of payment are different than the prepayment described in p. 1 above, Kingspan shall be entitled to quote the price of the order both in EUR or in PLN, where the price in PLN shall be calculated using the average NBP (the National Bank of Poland) exchange rate from the day preceding that on which the Contract is concluded. In such a situation, should the EUR rate increase by at least 6% within the period of time between the conclusion of the Contract and the date of payment, the Purchaser shall be obliged to pay Kingspan the price in PLN based on the NBP average exchange rate valid on the day of payment or to pay that price in EUR, at the Purchaser's discretion. Should the EUR rate decrease, neither of the Parties shall be entitled to demand reduction of the price of the Goods stipulated in the Contract.
3. The date on which Kingspan's bank account is credited shall be regarded as the day of payment.
4. In case the Purchaser fails to pay Kingspan the full price by the deadline indicated in the invoice, Kingspan shall be entitled, at their discretion:
 - a. to withdraw from the Sales Contract or from the Delivery Contract, or;
 - b. to suspend further deliveries to the Purchaser, or
 - c. to credit any payment made by the Purchaser for such Goods (or Goods delivered pursuant to any other Contract concluded between the Purchaser and Kingspan) as they see fit (with the exclusion of the principle indicated in Art. 451 § 1, sentence 1 of the Civil Code, namely as follows: 'A debtor who owes several debts (...) to one creditor may, when performing the obligation of payment, indicate which debt they wish to satisfy.'). Instead of the above-mentioned principle, the principle that only Kingspan is entitled to credit the payment towards a specific obligation shall be applied.

5. Kingspan shall not exercise their right to withdraw from the Sales Contract or from the Delivery Contract based on the provisions of § 3, p. 3 above without previously notifying the Purchaser of their failure to make a full payment, and giving the Purchaser minimum three additional days for making this payment. Kingspan may give such notice in writing or by electronic mail. If the additional 3-day deadline expires ineffectively, Kingspan may exercise their right to withdraw from the Sales Contract or from the Delivery Contract, within 120 days starting from the expiry of that additional payment deadline. Should the Purchaser pay the deposit or make the advance payment towards the price of the Goods which Kingspan is to manufacture after the deadline indicated by Kingspan in the Order Confirmation or in the proforma invoice, it may result in changing the delivery deadline by Kingspan, as it may be impossible to include the Purchaser's order in the current production plan; in such a situation Kingspan shall inform the Purchaser thereof, indicating the updated production time and delivery deadline.
6. In case Kingspan grants to the Purchaser a credit limit up to a defined amount (a trade limit), and the Purchaser fails to supplement this limit after exceeding it, within the time indicated by Kingspan, Kingspan shall be entitled to suspend the production or delivery of any Goods to whose production or delivery they are obliged under any Contract concluded with the Purchaser, until the Purchaser makes the outstanding payment or supplements the credit limit granted to them.
7. The trade limit may consist in:
 - a. granting to the Purchaser a trade limit up to a certain amount, pursuant to which the Purchaser is entitled to place an order for the Goods without an obligation to make a full payment on the day when the Sales Contract or the Delivery Contract is concluded, or on the day when Kingspan commences production of the Goods;
 - b. granting to the Purchaser a credit limit up to a certain amount, pursuant to which the Purchaser is entitled to place an order for the Goods and to collect the Goods prior to making a full payment.
8. The Purchaser shall not be entitled to perform set-offs with regard to any amounts due to Kingspan.
9. The Purchaser shall be obliged to make the payment for the Goods within a specified time, also in the situation where they submit a complaint concerning the Goods, or where there is a delay in collection of the Goods, for reasons attributable to the Purchaser.
10. Pursuant to Art. 106n of the Act of the 11th March 2004, on the Value Added Tax, the Purchaser hereby agrees that invoices are issued in electronic form and sent to an e-mail address in the PDF format. This acceptance is given for an indefinite period of time and shall be binding from the day when the first Sales Contract is concluded based on the submitted Offer. The e-mail address which the Purchaser uses in their correspondence with the Seller shall be regarded as the address to which electronic invoices should be sent, unless a different e-mail address has been indicated by the Purchaser in the Order Confirmation as the appropriate address for delivering electronic invoices. Lack of knowledge with regard to the e-mail address shall result in sending the electronic invoice to the address given in the Central Electronic Register and Information on Economic Activity or in the Register of Entrepreneurs of the National Court Register. In case

no such address is provided therein, the invoice shall be issued and sent in a standard form. The Purchaser may revoke their acceptance in writing, and it shall become effective on the last day of the month when such revocation is received by Kingspan.

§ 4.

Transport of Goods

1. Kingspan shall deliver the Goods to the delivery address indicated by the Purchaser and confirmed by Kingspan in the Order Confirmation. The deliveries shall be executed with the use of articulated vehicles, which is the standard form of delivery. However, Kingspan may use other kinds of vehicles, at its discretion. In case the Purchaser has specific requirements as to the vehicles or in the situation where, at the place of delivery, there are any limits concerning the size of vehicles used for deliveries (for example the length, height or weight of vehicles), the Purchaser shall inform Kingspan thereof prior to the conclusion of the Delivery Contract or of the Sales Contract. If the Purchaser fails to make any comments with regard to specific terms of delivery, Kingspan shall understand that there are no limits concerning the delivery of the Goods to the place indicated by the Purchaser. The Purchaser shall be responsible for ensuring the possibility of access to the place of unloading. In case of smaller orders, shipments may be handled by courier companies. In such cases, the Order Confirmation shall specify only the shipping date of the Goods, while the delivery shall take place within the time frame indicated by the courier. Once the shipment has been dispatched, Kingspan shall notify the Purchaser thereof by sending a bill of lading or a link for tracking the shipment in question.
2. Kingspan shall deliver the ordered Goods packed in accordance with their standards of packaging, defined in product fiches available on the following Kingspan's website: <https://www.kingspan.com/pl/pl/produkty/izolacyjne-plyty-warstwowe/>. In case the Purchaser has any special requests with regard to the way in which the ordered Goods are to be packed, an additional price for non-standard way of packing, calculated individually, shall be added to the order price.
3. If it is possible for Kingspan to take into consideration the specific delivery conditions indicated by the Purchaser and mentioned above in § 4, pp. 1 & 2, Kingspan shall confirm these specific delivery conditions in the Order Confirmation. In case it is impossible to confirm such conditions, Kingspan shall inform the Purchaser thereof, in order to obtain the information whether the Purchaser still intends to conclude the Sales Contract or the Delivery Contract with Kingspan in spite of the fact that it is not possible for Kingspan to take into consideration the above-mentioned specific delivery conditions. The Purchaser shall agree the delivery conditions with Kingspan within 7 days of receiving from the latter the information concerning lack of possibility to take into consideration the specific conditions for delivery of the Goods to the place where the Goods are to be collected by the Purchaser. If the above-mentioned 7-day period of time expires ineffectively, it shall be understood that the Purchaser no longer intends to conclude the Sales Contract or the Delivery Contract with Kingspan.

4. Due to the fact that the Goods are manufactured in the system of production campaigns (i. e. it is necessary to plan the production taking into consideration the kinds of ordered materials), the time of order execution, which helps to establish the date of execution, defined by Kingspan in their offers, shall be regarded only as estimated time.
5. Kingspan may decide that the Goods shall be delivered in consignments; should this be the case, failure, on the part of Kingspan, to deliver one or more consignments shall not entitle the Purchaser to regard the Sales Contract or the Delivery Contract as non-performed in its entirety.
6. In case the Purchaser fails to collect the Goods or to deliver to Kingspan, within the time established for delivery, suitable instructions concerning the delivery, Kingspan shall be entitled to:
 - a. store the Goods until the actual delivery and charge the Purchaser justified costs of storage (together with insurance), or
 - b. charge the Purchaser liquidated damages for delay in collection of the Goods, in the amount of 0.2% the net price for the Goods, indicated in the Order Confirmation related to the order which has not been collected on time, for each day of the delay, or
 - c. sell the Goods at the best easily available price and (following the deduction of any justified expenses connected with storage, insurance and sale thereof) charge the Purchaser the resulting difference, in order to supplement the amount due up to the price indicated in the Order Confirmation.
 - d. apart from the rights described in pp. a) to c) above, Kingspan shall also be entitled to claim reimbursement of any costs connected with manufacturing or ordering the Goods which have not been collected by the Purchaser.

§ 5.

Collection of Goods

1. The Purchaser shall be obliged to perform careful quantitative and qualitative check of the Goods delivered under this Sales Contract, at the time of the delivery thereof. Signing the collection receipt by the Purchaser shall confirm the quantitative and qualitative compliance of the Goods with the Order.
2. In case of identifying quantitative shortages of the Goods, the Purchaser is obliged to indicate this fact in the collection receipt.
3. In case there are clearly visible defects in the entire package, or any transport damage of the Goods, the Purchaser shall be obliged to report such defects in the collection receipt. Furthermore, the Purchaser shall be obliged to prepare, prior to commencing the unloading of the Goods, photographic documentation of such visible defects, ensuring that the packaging label, as well as the vehicle's registration numbers are visible in the photographs, and submit this documentation to Kingspan by way of electronic mail. In such case the Purchaser is not entitled to use such Goods in construction, unless they obtain a suitable permit from Kingspan. Failing this, the Purchaser shall bear the costs of disassembly of the Goods, which have

been used in construction in breach of this provision. The Purchaser hereby transfers onto Kingspan, free of charge, all their rights and claims, including future ones, in particular with regard to pursuing, against the carrier, any claims for damages connected with loss, partial loss or damage to the Goods, which occurred between accepting the Goods for transport and the delivery thereof, as well as claims for damages with regard to any delay in transport of the Goods, to which Kingspan hereby agrees.

4. The Purchaser shall bear the risk connected with loss, destruction or damage of the Goods starting from the moment when unloading at the place of delivery is commenced or when the Goods are collected from Kingspan's production plant.
5. Any complaints concerning quality or quantity of the Goods, or the defects detected on the day of delivery, other than those described above in pp. 2 and 3 shall be reported by the Purchaser in writing or by way of electronic mail, pursuant to the provisions of § 7 p. 4 below.

§ 6. Retention of Title

1. Kingspan hereby retains the title to the sold Goods, in accordance with the provisions of Art. 589 of the Civil Code, with the result that the Purchaser shall become the owner of the Goods when the Goods in question are paid for in full, in compliance with the deadlines stipulated by Kingspan.
2. Should the Purchaser fail to make the payment on time, Kingspan shall be entitled to request that the Goods which have not been paid for on time are returned to them, or demand compensation in the situation where the value of the Goods has decreased in relation to that defined as the price thereof in the sales invoice, which includes the case when the Goods have been used or damaged.
3. In case the Goods manufactured to the Purchaser's individual order are returned, even if it happens by mutual agreement of the Parties and the Goods are undamaged, Kingspan may charge the Purchaser a fee for return of the Goods, in the amount of 70% of the value of the Goods which have been returned.
4. When bankruptcy proceedings or settlement proceedings are initiated against the Purchaser, the Purchaser shall be obliged to mark the Goods in a way indicating the existence of retention of title for the benefit of Kingspan. In case the Goods constituting Kingspan's property are seized in the course of enforcement proceedings concerning the Purchaser's assets, the Purchaser shall be obliged to inform Kingspan thereof without delay, and cooperate with Kingspan in exercising the latter's rights against the entity which has seized the Goods, using all available measures.
5. At Kingspan's request, the Purchaser shall be obliged to provide, without delay, any information concerning the place where the Goods subject to the retention of title are stored. Kingspan shall be entitled to monitor the Goods at the place of their storage, and to redeem the Goods in case their ownership title is threatened by third parties' actions.

6. The Purchaser shall bear the risk of incidental loss or damage of the Goods between their release and transfer of ownership rights to the Goods onto the Purchaser. Kingspan may demand that the Purchaser concludes, for the benefit of Kingspan, an agreement insuring the Goods against their incidental loss or damage, for the above-mentioned period of time, and for the amount corresponding to full value of the Goods, or that they transfer onto Kingspan all the rights ensuing from the insurance agreement concluded for the Purchaser's benefit, as well as any claims against third parties responsible for destroying or damaging the Goods. In such case the Purchaser shall be obliged to send to Kingspan a copy of the insurance policy immediately after receiving it. They shall also be obliged to inform the insurance company about disposition of claims under the insurance agreement for the benefit of Kingspan.

§ 7.

Warranty and liability

1. Kingspan hereby guarantees that, at the time of their delivery the Goods shall comply with their specification and be free of any material or workmanship defects. Kingspan shall not be liable for failure to perform the Contract due to the occurrence of Force Majeure. Kingspan shall not be liable for the selection of the Goods by the Purchaser; any advice in this regard is of an advisory nature and each time has to be approved by the Purchaser.
2. Kingspan hereby provides the guarantee on conditions defined in detail in the warranty card which can be found on Kingspan's website under the following address: https://damcdn.kingspan.com/assets/product/public/original/ASS_1366454.pdf. Provisions of the Kingspan Instruction Manual, available on Kingspan's website under the following address: https://damcdn.kingspan.com/assets/product/public/original/ASS_1046042.pdf, shall apply to installation and maintenance of the Goods.
3. The Parties hereby exclude the warranty for physical defects, as understood in the applicable provisions of the Polish Civil Code.
4. If the Purchaser is an entrepreneur, they shall have the rights concerning qualitative defects, the condition of the Goods or their incompatibility with the Purchaser's specification on condition that Kingspan is informed of the above within 7 days of detecting the defect or incompatibility. Should the Purchaser-entrepreneur fail to inform Kingspan thereof within the specified time, the Purchaser shall forfeit their right to reject the Goods, while Kingspan shall not be held liable for such defects or incompatibility, and the Purchaser shall be obliged to pay full price for the Goods.
5. In case claims concerning the Goods and based on their quality, condition or their incompatibility with specification, submitted to Kingspan in accordance with the conditions stipulated herein, Kingspan shall be entitled to repair or exchange the Goods (or their parts) or, at Kingspan's sole discretion, to return the full price to the Purchaser in the situation where all the Goods are defective (or a proportional part of the price in the situation where only some of the Goods are defective).

6. If Kingspan, under the guarantee, takes into consideration the Purchaser's claim for defects, Kingspan reserves the right to manufacture the claimed Goods free of defects from the sheets currently used in production. In connection with the above, the newly-manufactured Goods may have a slightly different shade than the previously manufactured Goods, which shall not constitute the basis for refusal to collect the Goods or filing a claim for defects concerning these Goods by the Purchaser.
7. Kingspan shall not guarantee that an identical shade of the Goods is maintained, in the following situations:
 - a. Production of various cores of IPN and MMF panels;
 - b. Various panel modules;
 - c. Deliveries from various Kingspan production plants;
 - d. Production of the same type of panels on various production lines;
 - e. Production of various coatings;
 - f. Production at different times;
 - g. In any situation where the necessity to maintain identical shades has not been indicated in the Offer and in the Order Confirmation.

§ 8.

Withdrawal from Contract. Liquidated Damages

1. Kingspan has a contractual right to withdraw from the Contract in the situations defined in these GCS or in the Order Confirmation, as well as in the situation where the Purchaser fails to approve the cutting list by the established deadline. The above does not exclude the possibility to withdraw from the Contract pursuant to generally binding provisions.
2. The Parties hereby unanimously agree that they exclude application of the provisions of Art. 610 of the Civil Code.
3. In case Kingspan withdraws from the Sales Contract or from the Delivery Contract by virtue of these GCS or provisions of law, due to the Purchaser's fault, or in the situation where the Purchaser withdraws from the Contract for reasons beyond Kingspan's control, Kingspan shall be entitled to charge the Purchaser liquidated damages in the amount of 10% of the net value of the Goods and Services constituting the subject of the Contract from which either of the Parties has withdrawn. In case the value Kingspan's loss exceeds the amount of liquidated damages, Kingspan shall be entitled to claim compensation in the amount higher than than of the liquidated damages.
4. Apart from the obligation to pay liquidated damages, the Purchaser shall be obliged to cover all the costs incurred by Kingspan during the performance of the Contract.

5. Furthermore, Kingspan shall be entitled to withdraw from the Contract for reasons beyond the Purchaser's control, within 365 days of the date of the conclusion thereof, provided that they pay a compensation fee in the amount of 10% of the net value of the ordered Goods and Services.
6. Kingspan shall be obliged to pay liquidated damages for any delay in delivery, in the amount of 0.5% of the net value of the order for each week of the delay in delivery, starting from the second week after the established delivery deadline. The Parties hereby exclude the possibility of pursuing, by the Purchaser, any claim for damages in the amount exceeding that of the agreed liquidated damages (exclusive liquidated damages). The amount of liquidated damages shall not exceed 10% of the net value of the ordered Goods and Services.

§ 9.

Detailed Provisions

1. In these GCS, "Incoterms" denote international provisions for interpretation of trade conditions of the International Chamber of Commerce (ICC), in force on the day when the Sales Contract or the Delivery Contract is concluded. Unless the context otherwise requires, the term or expression defined or used as in the Incoterms shall have the same meaning as in these GCS. In case of any discrepancies between the Incoterms provisions and the GCS provisions, the latter shall prevail.
2. The Incoterms shall be applied every time the Goods ordered by the Purchaser are delivered outside the territory of the Republic of Poland.
3. In the case of the FCA (Free Carrier) Incoterms, the Purchaser shall be responsible for ensuring a suitable means of transport, adapted to transport of the Goods. Should the Purchaser provide an unsuitable means of transport, Kingspan may refuse to release the Goods to the Purchaser until a suitable means of transport is provided by the Purchaser, or release the Goods to the Purchaser at the Purchaser's sole risk.
4. The Purchaser shall be responsible for following the regulations concerning import of the Goods to the country of destination and their export from the country of manufacture, as well as for settling any payments connected therewith.
5. The Purchaser shall have the right to participate in tests and inspection of the Goods performed by Kingspan prior to the transport thereof, at the place indicated by Kingspan. Kingspan shall not be liable for defects in the Goods which were visible during the inspection, which occurred after shipping or are connected with damage of the Goods in transport.
6. Apart from clear arrangements made by Kingspan in writing, payment of the amounts due to Kingspan shall be made by an irrevocable letter of credit, by the Purchaser for the benefit of Kingspan, and confirmed by the bank with a registered seat in the territory of the Republic of Poland, which has been approved by Kingspan.

§ 10.

GDPR Information Clause

Pursuant to Art. 13 and Art. 14 of the General Data Protection Regulation of the 27th April 2016 (GDPR), we hereby inform you that:

1. **KINGSPAN SP. Z O. O.** with its registered seat in Lipsko (27-300), ul. Przemysłowa 20 is the administrator of your personal data.
2. In case of any doubts connected with processing your personal data, please do not hesitate to contact the Data Protection Inspector at the following address: odopl@kingspan.com, or in writing, sending the correspondence to the address of the Administrator's registered seat.
3. Your personal data shall be processed:
 - a. for the purpose of performing the Contract concluded with the Contractor (Purchaser) or undertaking actions prior to conclusion of the Contract, at the Contractor's (Purchaser's) request (Art. 6, p. 1b of the GDPR – if you are the Contractor (Purchaser); (Art. 6 p. 1f of the GDPR – if you act on behalf or for the benefit of the Contractor (Purchaser);
 - b. for the purposes of settlements, accounting and financial reporting (Art. 6 p. 1c and 1f of the GDPR);
 - c. for the purpose of performing other obligations arising from provisions of law (Art. 6 p. 1c of the GDPR);

as well as in connection with implementation of other justified interests of the Administrator (Art. 6 p. 1f of the GDPR):

- a. with the aim of establishing, pursuing and defending claims;
 - b. for statistical purposes, connected with improvement of work effectiveness, quality of rendered services and adjustment of services to their recipients.
4. As a rule, we process the data provided by you. If you have not provided us with your data, we have obtained them from our Contractor (Purchaser) or from a person acting on behalf of or for the benefit of our Contractor (Purchaser). We collect personal data to the extent necessary for the conclusion and performance of the Contract, which most commonly includes: first name, surname, email address, telephone number, job title, relevant qualifications (if applicable), order details, and invoicing information.
5. The following may be the recipients of your personal data:
 - a. companies rendering consulting and auditing services;

- b. subcontractors and suppliers of the organisation;
 - c. companies rendering IT services or supplying IT solutions;
 - d. companies dealing in archiving and destroying documents;
 - e. banks, insurance companies, as well as other financial and payment institutions;
 - f. public authorities receiving the data in connection with fulfillment of the Administrator's legal obligations;
 - g. companies rendering courier and postal services;
 - h. the Administrator's Clients (if you are a Contractor rendering services to us or a person acting on behalf and for the benefit of such a Contractor, and it is necessary for servicing the Client);
 - i. other companies from the Administrator's capital group;
 - j. entities rendering security services.
6. As a rule, your personal data shall not be transferred outside the European Economic Area (hereinafter: the EEA). However, taking into consideration the services provided by the Administrator's subcontractors in relation to the support of telecommunication services and IT infrastructure, the Administrator may commission the performance of certain IT tasks or activities to recognised subcontractors operating outside the EEA, which may result in your data being transferred outside the territory of the EEA. The recipients of your data outside the EEA, pursuant to the decision issued by the European Commission, ensure an adequate level of personal data protection in line with the EEA standards. In the case of recipients in countries not covered by the European Commission's decision, in order to ensure an adequate level of protection, the Administrator enters into agreements with the recipients of your personal data based on standard contractual clauses issued by the European Commission in accordance with Art. 46(2)(c) of the GDPR. A copy of standard contractual clauses may be obtained from the Administrator by sending a request using the contact details provided above. The method of securing your data applied by the Administrator is compliant with the principles set out in Chapter V of the GDPR. You may request further information concerning the security measures applied in this regard, obtain a copy of these measures, and learn where they are available.
7. Your personal data shall be stored for the period of time required by applicable provisions of law (in particular your tax and accountancy data), or until the expiration of limitation periods for claims arising from the Contract concluded with the Contractor – whichever is longer.
8. In situations provided for by law, within the limits set by the GDPR, you shall have the following rights:
- a. right to access your data and receive a copy thereof;

- b. right to rectify (correct) your data;
- c. right to delete your data;
- d. right to restrict the processing of your data;
- e. right to transfer your data – in the situation where the legal basis for the processing thereof is an agreement (Art. 6 p. 1a or Art. 9 p. 2a of the GDPR) or a contract (Art. 6 p. 1b of the GDPR);
- f. right to withdraw consent for data processing if it constituted the basis for data processing (Art. 6 p. 1a of the GDPR); this shall not affect lawfulness of the processing which was performed based on the consent prior to the withdrawal thereof;
- g. right to object to processing your personal data – if the legal basis for their processing is a legally justified interest (Art. 6 p. 1f of the GDPR).

If you believe that the processing of your personal data violates the provisions of the GDPR, you are entitled to file a complaint with the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa. More information concerning your rights may be found in the contents of Art. 12-23 of the GDPR.

- 9. Providing your personal data is voluntary, but necessary for the purposes of processing. Failure to provide your personal data may result in the inability to conclude or perform a Contract with the Contractor (Purchaser).
- 10. Your data shall not constitute the subject of automated decision-making, which may produce legal effects or result in similarly significant consequences.

§ 11.

Final Provisions

- 1. Kingspan hereby reserves the right to make changes in specification of the Goods, which are introduced to meet appropriate requirements concerning safety or other statutory requirements, and which do not materially affect the quality or functioning of the Goods.
- 2. The Purchaser shall not be entitled to transfer their rights and obligations arising from the Contract onto any other entity, without obtaining prior consent thereto from Kingspan, in writing, under pain of nullity.
- 3. Any changes to these GCS shall require written form, under pain of nullity.
- 4. Kingspan is a member of a group of companies which belong to the holding company operating under the name Kingspan Group PLC, with its registered seat in Dublin Road, Kingscourt, Co. Cavan, Ireland. Kingspan may also perform its obligations or exercise its rights under the Sales Contract or the Delivery Contract through any other member of its group. In such a situation, any action or omission on the part of

- a member of the above-mentioned group shall be regarded as action or omission on the part of Kingspan.
5. Any notifications which are to be delivered to the Purchaser in connection with these GCS shall be made in writing and addressed to the Purchaser's registered seat, the main place of their business activity or to the last e-mail address provided.
 6. Any notifications for Kingspan shall be made in writing and addressed to Kingspan Sp. z o. o., ul. Przemysłowa 20, 27-300 Lipsko, Poland, to any other address given to the Purchaser in writing by Kingspan, or to the last e-mail address provided to the Purchaser.
 7. In case any provisions of the GCS are deemed invalid, ineffective or unenforceable, in their entirety or in part, it shall not in any way affect the validity of the remaining provisions hereof or of the remaining part of the provision called into question.
 8. The common court of law with jurisdiction over the registered seat of Kingspan shall be the competent court for resolving any disputes between the Parties.
 9. The GCS, as well as the Sales Contract or the Delivery Contract shall be governed by the provisions of Polish law. Generally binding provisions of Polish law, in particular the provisions of the Civil Code, shall be applied to any issues not regulated herein, in the Sales Contract or in the Delivery Contract.
 10. The Purchaser hereby undertakes the obligation to ensure that any persons connected with them, or any other persons involved in any way in the performance of the Sales Contract of the Delivery Contract observe Kingspan's anti-corruption provisions currently in force, together with all the updates thereof, which may be found on the following website: <https://www.kingspan.com/pl/pl/produkty/izolacyjne-plyty-warstwowe/>.
 11. Kingspan's Anti-Corruption Policy, constituting an integral part hereof, is available at the following address: https://damcdn.kingspan.com/assets/product/public/original/ASS_1043744.pdf.
 12. The principles for personal data protection, constituting an integral part hereof, are available at the following address: https://damcdn.kingspan.com/assets/product/public/original/ASS_1223554.pdf.