

GENERAL SALES TERMS AND CONDITIONS OF BETAFENCE SP. Z O.O.

1. DEFINITIONS

GSTC: General Sales Terms and Conditions; general legal terms and conditions for the sale and delivery of Goods to buyers by Betafence.

If a Buyer permanently cooperates with Betafence, the acceptance of these GSTC upon the first order is deemed to be the acceptance of GSTC for all other orders, deliveries and sales contracts until the amendment of the content hereof. The valid version of the General Sales Terms and Conditions is available in the following websites: www.ogradzamy.pl and www.betafence.pl.

Buyer: a natural person, a legal person or another entity that buys Goods from Betafence.

Betafence: Betafence Sp. z o.o.

Terms and Conditions: these General Sales Terms and Conditions, hereinafter referred to as GSTC.

Order: any purchase order concerning Goods placed by the Buyer with Betafence.

Delivery Place: the Buyer's address or a shipment address (if different), as specified in the order confirmation.

Goods: goods to be delivered by Betafence in accordance with these GSTC.

MTS Goods: goods specified in the pricelist and manufactured to be kept in the warehouse.

MTO Goods: typical goods which are not manufactured in order to be kept in the warehouse, but manufactured on the basis of the specific Buyer's order.

CSO Goods: specially manufactured goods with unique properties agreed with the Buyer.

Logistic Minimum: a minimum value of an accepted order to be supplied without extra cost.

In writing (Written): such means of written communication like e-mails, letters.

2. ADDRESS AND TELEPHONE NUMBERS

Betafence Sp. z o.o.

Ul. Dębowa 4

47-246 Kotlarnia

T: + 48 77 40 62 200

F: + 48 77 48 25 000

e-mail: info.poland@betafence.com

www.ogradzamy.pl

www.betafence.pl

NIP [VAT No.] 749-198-96-55

KRS [National Court Register No.] 0000241242, registered by the District Court in Opole

REGON [statistical ID] 160041472

Bank account PL38 2190 0002 3000 0046 2925 0104

3. PRIMACY OF BETAFENCE'S TERMS AND CONDITIONS

- (1) Unless Betafence explicitly agreed otherwise in writing, these GSTC prevail over any other terms and conditions defined, included or referred to by the Buyer in the order or in any negotiations preceding the order date.
- (2) If the Buyer's procurement terms and conditions include regulations contrary to or excluding these GSTC, such terms and conditions are ineffective and the GSTC is binding.
- (3) The Buyer confirms that it does not rely on any statements, promises or representations made by or on behalf of Betafence, unless included in the Order.

4. ACCEPTANCE OF ORDERS

- (1) By placing the Order, the Buyer acknowledges and accepts these GSTC.
- (2) The Order must contain at least:
 - (a) the Buyer's address, telephone numbers and NIP [VAT number];
 - (b) quantities expressed in units set out in Betafence's price list/offer;
 - (c) SAP numbers or bar codes of Goods, including a full catalogue name allowing for the identification of Goods by Betafence;
 - (d) in the case of orders for CSO Goods: in particular the number and date of a drawing;
 - (e) a delivery address;
 - (f) an expected delivery date.

The Buyer shall be responsible for all misleading or incomplete information given in the Order.

- (3) Any offer addressed to the Buyer is deemed to be prepared in accordance with these GSTC. Betafence will accept the Order if it believes that it received all necessary information from the Buyer.
- (4) The Order is accepted for fulfilment upon the confirmation of quantities, prices and deadlines by Betafence in writing.
- (5) Orders made by Betafence's agents or representatives are valid and binding for Betafence provided that they are confirmed by Betafence in writing.
- (6) The logistic minimum, i.e. the minimum value of an accepted Order without extra cost, is PLN 5000 net within Poland. In other markets, transactions are based on EXW Kotlarnia (unless detailed agreements provide otherwise).
- (7) The order confirmation for MTS Goods will be sent to the Buyer within 2 business days from the receipt of the complete Order (if the Buyer requests such a confirmation), while those related to MTO Goods within 5 business days form the receipt of the complete Order, including the full name of Goods, quantities, prices and a SAP identification code.

- (8) The confirmation order for CSO Goods will be sent to the Buyer within a period that is necessary to confirm the lead time. This may be up to 10 business days from the placement of the order, but Betafence reserves the right to extend that period if necessary.
- (9) Orders for MTS Goods will be cancelled if Goods are not collected by the Buyer within 6 weeks from the placement of the order.
- (10) All Goods are subject to the minimum quantity in order to reduce packaging costs. The price list contains a column entitled "the minimum quantity of orders". For MTS Goods, this means that only the multiple of the minimum quantity will be provided. For MTO Goods, this means that quantities smaller than defined for given Goods will not be provided.
- (11) All orders to Betafence must be addressed in writing to:
Betafence Sp. z o. o.
ul. Dębowa 4; 47-246 Kotlarnia,
fax: +48 77 48 25 007 or +48 77 48 25 000
e-mail: info.poland@betafence.com
They may be also sent by e-mail to a relevant employee of the Customer Service Section (CSC) responsible for cooperation with a given Buyer.

5. PERFORMANCE OF ORDERS WITHIN POLAND

- (1) The minimum quantity of a single Order is PLN 5000. Smaller orders will be fulfilled at Betafence's discretion at an extra administrative fee of PLN 300 net per Order. Such Orders will be delivered together with shipments addressed to other buyers. Betafence also reserves the right not to accept such Orders at all.
- (2) Lead time for Orders for MTS Goods depends on a category of a Buyer, however it will be from 2 to 15 business days from the receipt of the Order, unless the Buyer defines longer lead times, subject to Art. 5 (3).
- (3) MTO Goods and CSO Goods manufactured or imported to order should be collected within one month from the delivery of products to the warehouse in Kotlarnia, which the Buyer will be notified of. If the Buyer fails to collect MTO Goods and CSO Goods within 30 days from the delivery of the Goods to the warehouse in Kotlarnia:
 - (a) MTO Goods will be subject to the advance payment of 50% for Buyers who cancelled their Orders for MTO Goods or failed to collect MTO Goods they ordered within one month;
 - (b) if it is not possible to send MTO Goods or if MTO Goods are not collected within one month from the confirmation of their availability in the warehouse in Kotlarnia, a warehousing extra fee of PLN 15 per square meter of the storage area will be charged for each started month. Betafence is not liable for any consequences of storage, in particular consequences arising from the expiry of the storage time (e.g. white corrosion, erosion of packaging, dirt, colour loss, soaking);
 - (c) Betafence will request that the costs specified in Art. 8 (5) and 8 (6) are paid and will take up the defined actions.
- (4) The Buyer must familiarise itself with the technical specification of Goods before ordering. Betafence delivers Goods in accordance with the Order and is not liable for any further use of the Goods by the Buyer.
- (5) At the Buyer's individual inquiry, after the delivery of Goods, Betafence may submit certificates confirming the compliance of Goods with the Order.

6. PERFORMANCE OF INTERNATIONAL ORDERS

- (1) Deadlines and performance methods for Orders coming from countries other than Poland will be agreed with Buyers case by case.
- (2) The minimum value of Orders for markets other than Poland is EUR 1500.00 net. Smaller orders will not be accepted.
- (3) A price base and terms of sale specified in the Order confirmation are governed by Incoterms 2010 (or any updated version thereof) published by the International Chamber of Commerce in Paris.
- (4) The Buyer must provide complete data necessary to prepare commercial documents and, if required by customs law, customs documents, as well. Otherwise, Betafence will not be liable for fines, differences in customs rates connected with import to a destination country or other consequences arising from the incorrect or incomplete commercial documentation.
- (5) At the Buyer's request, unless this is contrary to customs regulations applicable within the European Community and international commercial law, Betafence may submit additional documents (certificates, approvals, certificates of origin, etc.). The Buyer must inform Betafence about the above during the negotiation of commercial conditions for a given Order and/or cooperation agreement. Costs connected with the submission of such documents by Betafence will be settled individually with the Buyer.
- (6) Risk of war. During war or political unrests, having the nature of a coup or not, in the country of origin, transit or destination, Betafence has the right to insure against the risk of war without notice to the Buyer and the Buyer must pay the extra insurance premium.
- (7) Payments must be made in euro, unless agreed otherwise in writing. Any loss arising from changes in foreign exchange rates will be borne by the Buyer.
- (8) International orders are governed by all provisions of these GSTC, unless Art. 6 (1) – 6 (7) provide otherwise.

7. PARTIAL ORDER PERFORMANCE

If Betafence performs an Order partially, it has the right to receive a proportional payment for the completed Order and have costs, expenses and fees paid by Betafence reimbursed, provided that the Buyer is responsible for the non-performance or partial performance of the Order.

8. DELIVERY

- (1) Delivery is deemed to be completed:
 - (a) in the case of transport arranged by Betafence: upon the arrival of Goods at the Delivery Place and before unloading,
 - (b) in all other cases: upon the completion of the loading of Goods onto the means of transport.

- (2) The Buyer must take care of a good and sufficient access, unloading equipment and work force at the agreed Delivery Place because the Buyer is responsible for the unloading of Goods.
- (3) Betafence gives only approximate delivery time and date and is not liable for delays in delivery. The Buyer does not have the right to cancel the Order because of delay in delivery, whatever the reason. If no delivery time is given, Goods will be delivered on the day confirmed by Betafence or at the latest on the following business day.
- (4) If for any reason the Buyer is not able to accept the delivery of Goods when Goods are ready for delivery, then Betafence, if it is possible given Betafence warehouse capacities, will store the Goods and the Buyer must reimburse Betafence with costs based on principles set out in Art. 5 (3) b (including the cost of insurance and transport).
- (5) Notwithstanding Section 4 above, Betafence may request the Buyer in writing to accept the delivery of Goods within fourteen days from the request date. If the Buyer is not able, fails or refuses to accept the Goods or is not able, fails or refuses to ensure the safe and appropriate access or unloading equipment, or fails to unload the Goods at the Delivery Place within the defined time limit, then Betafence may terminate the agreement with respect to the batch of Goods that is not unloaded because of the Buyer's inability to perform the above activities, non-performance or refusal to perform. In these circumstances, Betafence has the right to claim all losses incurred by or caused to Betafence as a result of the infringement of the Order from the Buyer and may suspend all further deliveries or terminate the agreement if it provides for any further delivery of Goods. This is without prejudice to Betafence's right to make any other claims Betafence is entitled to because of the Buyer's failure to collect the Goods delivered.
- (6) Betafence may also use efforts to sell Goods ordered and not collected by the Buyer within the agreed time limit at a price lower than agreed with the Buyer or claim compensation of a corresponding loss from the Buyer.
- (7) Betafence is not liable for its failure to deliver the Goods if the Buyer did not submit relevant instructions, documents or authorisations or if the Buyer gave incorrect delivery addresses or dates.

9. PAYMENT

- (1) To reduce transaction risks, Betafence insures its commercial transactions. If security required by Betafence is not provided, Betafence reserves the right to suspend all deliveries immediately until the Buyer provides the security. Otherwise, Betafence may terminate the agreement later without liability.
- (2) Betafence may use factoring at its own discretion, unless the parties agreed otherwise in writing.
- (3) Prices specified by Betafence in the offer are given net without VAT, unless the parties agreed otherwise. VAT will be automatically added to the net price at the rate applicable as at the Order placement date.

10. PLEDGE

For all amounts not paid by the Buyer, Betafence has the right to establish a general pledge on all goods and assets owned by the Buyer and being in Betafence's possession (even if all or some of the goods are already paid). After the expiry of fourteen days from the notice sent to the Buyer, Betafence has the right to sell the goods and other assets if it finds it relevant to pay the debt with proceeds coming from the sale.

11. INFRINGEMENT OF LIABILITIES, INSOLVENCY AND BANKRUPTCY OF THE BUYER

- (1) Betafence has the right to terminate the agreement with immediate effect if at least one of the following events occurs:
 - (a) the Buyer's liabilities to Betafence become overdue (after the expiry of their maturity);
 - (b) the Buyer does not perform the agreement or any of obligations to Betafence or infringes them;
 - (c) if any proceedings for attachment or debt collection etc. are instituted against the Buyer's property or assets;
 - (d) the Buyer enters into or suggests to enter into a composition agreement or contract with its creditors or files a bankruptcy petition or such a petition is filed against the Buyer;
 - (e) the Buyer is a company and a resolution on the liquidation of the company is adopted or a corresponding motion is filed (with regard to liquidation for purposes other than merger or reorganisation), or a trustee for the company's property or assets is appointed;
 - (f) Betafence is not able to obtain or maintain satisfactory insurance of receivables from the Buyer.
- (2) Betafence will send termination notices in writing to the latest known address of the Buyer. All agreements being then in force are deemed to be terminated without prejudice to other claims or rights attributable to Betafence.

12. PATENTS, TRADEMARKS ETC.

Betafence is not responsible for any inadequate or illegal use of Goods or trademarks on the Goods by the Buyer if they were used in a manner that infringes other persons' rights.

13. PATTERNS, DRAWINGS, DIES

- (1) All patterns, drawings or specifications and all similar objects delivered to the Buyer by Betafence remain Betafence's property (and Betafence holds all copyrights and intellectual property rights to those objects) and will be returned in a good condition, subject to normal wear and tear, to Betafence on demand or at the latest after the completion of the Order.
- (2) It is forbidden to distribute and make technical data, including, in particular, technical drawings made or provided by Betafence, available to third parties and this will be considered the violation of Betafence's rights. This does not apply to drawings published in catalogues (marketing materials) and websites managed by or at a request of Betafence.

14. FORCE MAJEURE

- (1) The Parties are not liable for the non-performance of an Order, fully or partially, caused by force majeure. Force majeure means any events which could not be foreseen by the parties during the submission of the Order and which were caused by circumstances beyond the parties' control (war, fire, strike, failure of municipal services or transport networks, natural calamities, riots, terrorism, intentional property damage, necessity to comply with statutory acts or regulations of authorities, accident, breakdown of a plant or machinery, storm, flood, etc.).

(2) Deliveries may be suspended fully or partially and suspension time will be added to the original delivery due date.

15. **RISKS AND DAMAGE IN TRANSIT**

- (1) The Buyer bears risks related to all or a part of Goods from the delivery date in accordance with Incoterms 2010 specified in the order confirmation.
- (2) If Betafence agrees to deliver Goods, it is not liable for any losses, damages, deviations, delays or stopping of Goods in transit or for incorrect or incomplete delivery unless the Buyer reported irregularities related to quantities, assortment or quality during the acceptance of the delivery (which is reflected in the bill of lading or another delivery document and was confirmed by the driver) and submits its written complaint to Betafence and a carrier within 3 days 48 hours after the receipt of the Goods.

16. **TITLE/PROPERTY**

- (1) Property rights to Goods are transferred to the Buyer only after Betafence receives amounts due for the sale of the Goods to the Buyer, including:
 - (a) the price of Goods;
 - (b) all other amounts that are or will be due to Betafence from the Buyer in connection with the sale of Goods,
 - (c) interest and other auxiliary charges on the amounts referred to in Sections (a) and (b) above.
- (2) Until the property rights to the Goods pass to the Buyer, the Buyer must:
 - (a) store the Goods (without charging Betafence with extra costs) separately from other goods of the Buyer or a third person in such a way that it is possible to clearly identify the Goods as Betafence's property;
 - (b) not remove or cover identification marks or packaging located on or connected with the Goods;
 - (c) maintain the Goods untouched;
 - (d) not mix the Goods with other goods or change the Goods otherwise.
- (3) The Buyer's right to hold Goods owned by Betafence expires with immediate effect if any of the following circumstances occurs:
 - (a) a bankruptcy petition is filed against the Buyer or the Buyer enters into a composition or other agreement with its creditors or otherwise takes advantage of applicable statutory regulations which protect insolvent debtors against debt collection proceedings or (as a legal person) calls a (formal or informal) meeting of creditors to liquidate or dissolve the company or institutes (voluntary or compulsory) liquidation proceedings, except for voluntary liquidation for merger or reorganisation purposes, or if a trustee and/or an administrator, court administrator or trustee in bankruptcy is appointed for all or a part of the Buyer's enterprise or if a petition is filed with the court to appoint a trustee or if a resolution is adopted or a petition is filed with any court to dissolve the buyer or appoint a trustee for the Buyer or if any other proceedings are instituted or a ruling (even if not final and binding) concerning the Buyer's solvency is issued;
 - (b) the Buyer's creditor seizes or takes over all or any part of the Buyer's assets or a trustee, an administrator or a trustee in bankruptcy is appointed for all or any part of the Buyer's assets;
 - (c) the Buyer is subject to or allows for debt collection procedure;
 - (d) any agreement, compromise or arrangement is suggested or entered into to satisfy the Buyer's debts;
 - (e) the Buyer stops or suspends the repayment or is not able to repay its debts;
 - (f) the Buyer stops or threatens to stop its commercial activities;
 - (g) the Buyer does not comply with or fulfil any of its obligations under the Order or any other agreement between Betafence and the Buyer;
 - (h) the Buyer fails to pay Betafence on time.

In the above circumstances, Betafence has the right to enter the premises where the Buyer stores the Goods and take the Goods back.

17. **PACKAGING**

- (1) Goods will be transported on disposable pallets described in technical specifications or adequately selected during the loading of Goods.
- (2) The cost of pallets and other packaging materials (e.g. foil, tapes, dividers) is included in the price of Goods. During the performance of the Order, the Buyer may resign from having this cost included in the cost of the Order.
- (3) Betafence reserves the right to use packaging materials (e.g. pallets, frames, cases, spools, etc.) defined as returnable. Returnable packaging is paid and its cost is included in the price of the Order. During the performance of the Order, the Buyer will be informed in writing that those materials are used. The Buyer has the right to return returnable packaging to Betafence only and solely at its own cost and, if the returnable packaging is returned in a good condition within 28 days from the delivery date, the cost of those materials will be reimbursed to the Buyer within the following twenty eight days, unless the parties agreed otherwise.

18. **DEVIATIONS FROM TERMS AND CONDITIONS**

All deviations from the terms and conditions of the Order are binding only if they are confirmed by Betafence and the Buyer in writing.

19. **GOVERNING LAW AND JURISDICTION**

These GSTC and all agreements that are subject to these GSTC are governed by and construed in all terms in accordance with the law of the Republic of Poland. All disputes will be resolved by a Polish court having jurisdiction over Betafence.

20. NOTICES

All notices and other correspondence related to the Order or arising from these GSTC must be made in writing in Polish or in other language agreed between Betafence and the Buyer. They may be delivered personally or sent by pre-paid first-class mail or by fax or e-mail (provided that in the case of fax a sender receives a correct transmission message and in the case of e-mail the receipt is confirmed by an addressee).

21. BETA FENCE'S INFORMATION MATERIALS

Betafence's price list, labels on Goods and promotion or advertisement materials (printed and digital) do not constitute an offer within the meaning of the Civil Code and other applicable legal regulations and do not present the technical specification and present warehouse stock of Goods.

22. PERSONAL DATA PROCESSING

- (1) By accepting these GSTC, the Buyer agrees that its personal data will be processed by Betafence to perform the Order and for marketing purposes connected with Betafence's activity.
- (2) The Buyer has all rights arising from the Personal Data Protection Act of 29 August 1997 (Journal of Laws No. 2002.101.926, as amended), including, in particular, a right to inspect and update its own personal data.
- (3) In accordance with the Electronic Service Provision Act of 18 July 2002 (Journal of Laws No. 2002.144.1204, as amended), the Buyer agrees that Betafence (or another entity acting at Betafence's request) will send commercial news and information by e-mail to the address given by the Buyer under the terms and conditions set out in the act.

23. PRODUCT QUALITY

- (1) Betafence guarantees that upon delivery Goods will meet standards and tolerance levels set out in Betafence's internal standard or other industrial standards specified by Betafence and the parameters of Goods will correspond to the parameters explicitly specified by the Buyer in the Order.
- (2) If any Goods do not comply with the standards and parameters referred to in Art. 23 (1) above, the regulations of these GSTC related to complaints under statutory warranty and guarantee will apply, provided that Betafence's liability will not exceed the value of Goods specified in the Buyer's invoice.
- (3) Betafence will act with due diligence to maintain deadlines agreed with the Buyer, provided that all deadlines are only approximate. Betafence is not liable for damages arising from its failure to maintain a delivery due date, particularly if it did not have any control over the due date.
- (4) Any further liability under guarantee and statutory warranty exceeding the liability set out in these GSTC is hereby excluded.

24. COMPLAINTS UNDER STATUTORY WARRANTY

If the Buyer must lodge a complaint about the quality of Betafence's Goods, the following principles must be obeyed with:

- (1) All complaints must be lodged in writing. Complaints lodged by phone will not be reviewed.
Complaints must be addressed to:
Betafence Sp. z o. o.
ul. Dębowa 4; 47-246 Kotlarnia,
fax: +48 77 48 25 007 or +48 77 48 25 000
e-mail: info.poland@betafence.com
The complaint may be sent by e-mail to a relevant employee of the Customer Service Section (CSC) who is in charge of cooperation with the Buyer.
- (2) The complaint must specify at least the following: an invoice or delivery number, the name and/or reference number of Goods, a description of irregularities, the quantity of Goods under complaint and expectations on how the complaint should be resolved. The complaint may be lodged in the form attached to these GSTC. The above information will help us identify a production batch of Goods and data of deliveries and may accelerate the complaint procedure. Incomplete complaints without the above data will not be reviewed.
- (3) If labels of Goods are kept and additional photos were taken, they must be attached to the complaint. They may help verify and analyse the complaint and may accelerate the complaint procedure.
- (4) The quantity and visual aspects of Goods (i.e. visible damages, errors in quantity or assortment) should be verified directly after the delivery in the presence of a driver and should be reported to Betafence in accordance with Art. 15 (2). Copies of the documents must be attached to the complaint. The above data will help us verify the complaint with the carrier and if reasons for the complaint arising from irregularities in the service offered to us are confirmed, we will be able to claim our rights from the transport company.
- (5) All visible damages, errors in quantity or assortment of the delivery must be reported to us in accordance with Art. 15 (2). Hidden defects must be reported within 3 days of their discovery. Otherwise, claims under the complaint will expire and complaints will not be reviewed.
- (6) Every complaint will be analysed and the Buyer will be informed about its status by a relevant employee of the Customer Service Section (CSC) within 14 days from the receipt of the complaint.
- (7) Goods should be returned subject to the prior arrangement of terms of return with a CSC employee. If the return of Goods is agreed, invoice corrections will be issued after the Goods are received by Betafence's warehouse.
- (8) If any defects are found, Betafence undertakes to replace the Goods with non-defective Goods or remove (repair) the defect. The Goods will be replaced immediately, provided that non-defective Goods are available in the warehouse. Otherwise, the replacement will take place within 3 months from the defect notification. If it is not possible to replace the Goods, Betafence reserves the right to return the price of the Goods. If the Buyer, despite discovering defects in Goods, accepts the Goods, it may request the reduction of the price of the defective Goods.
- (9) If the complaint under statutory warranty is accepted and Goods are replaced with new Goods, the period of statutory warranty is neither extended nor started anew.

- (10) The period of statutory warranty for all Goods delivered by Betafence is 2 years from the invoice date.
- (11) The complaint lodged by the Buyer does not entitle the Buyer to suspend any payments for the completed delivery.
- (12) If it is necessary to confirm that the complaint is legitimate, independent tests may be carried out. Should the tests confirm that the Goods have production defects, Betafence will pay the cost of the tests.
- (13) If the complaint is not legitimate, all related costs will be paid by the Buyer who lodged the complaint.
- (14) At the Buyer's request, Betafence may arrange for an inspection on site or a visit of servicemen, provided that if a defect in the Goods is confirmed to arise from the incorrect installation or use of the Goods, the cost of service and arrival of servicemen is paid by the Buyer. The cost will be estimated before the visit.
- (15) The Goods subject to the complaint should be at Betafence's disposal in the unprocessed form for the whole period of the complaint procedure till the end, i.e. when information is sent by Betafence.
- (16) Products not protected against corrosion (e.g. "black" welded mats) or protected by zinc coating (e.g. woven nets, fencing posts and panels, gates, Hexanets and Casanets and barbed wire) before installation should be stored in dry and well-ventilated indoor premises.
- (17) If gates or wickets are stored for a long time outdoors, we recommend to remove a box with accessories and store it in dry and well-ventilated indoor premises.

25. STATUTORY WARRANTY EXCLUSIONS

- (1) Polyester and PVC coatings change colour when wrapped tightly with foil or stretch. Under the influence of sun rays, increased temperature or humidity, coatings may scald, which is reflected by changes of the colour of Goods. Complaints about changes of the colour of Goods will not be reviewed. The change of the colour of coatings does not reduce their properties and quality and the visual effect of the colour change may be fully removed by exposing the coating to hot air (dryer, heat gun).
- (2) Some Goods of Betafence are subject to zinc coating using the hot dip process in accordance with the PN-EN ISO 1461 standard. The zinc coating is not a decorative coating and is mainly to protect the product against corrosion. The existence of light and dark grey areas, external surface irregularities and so-called "white corrosion" (being an effect of natural zinc oxidation) is a natural phenomenon which is characteristic for this type of corrosion protection and may not be subject to any complaint.
- (3) The quality of a polyester coating should be assessed in the daylight with a naked eye from the distance not smaller than 1 m from the Goods.
- (4) Minor differences in the shades of colours of Goods are admissible, provided that the difference is not bigger than one RAL shade.
- (5) Minor manual spot repairs are permissible. Given the technological process of powder coating, places where Goods are hung for painting purposes are repaired manually after the process.
- (6) The limited number of rust stains whose surface area is smaller than 2 mm² is not subject to complaints.
- (7) Cut edges (e.g. fence ends, opening edges, etc.) that are not protected at the production plant at the distance of up to 10 mm from the cutting line are not subject to complaints and guarantee.
- (8) It is forbidden to make any construction changes or modify the Goods without Betafence's consent. All changes and modifications result in the loss of guarantee and may constitute the basis for rejecting the complaint. Betafence is not liable for damages and threats arising from the use of the modified Goods.
- (9) Movable elements of the Goods which are moved manually or automatically (e.g. up and over gates, sliding gates, etc.) must be adjusted and levelled season by season.
- (10) No mechanical damage of elements of Goods arising from incorrect conditions of their operation or adjustment are subject to complaints.
- (11) If Goods are delivered to the Buyer without a user manual, Betafence is not liable for any mechanical damage and other defects arising from the storage of Goods by the Buyer or during the installation of Goods. If during the installation of Goods any hidden defects are found, the installation of the Goods must be immediately stopped and Betafence must be informed without undue delay. If the Goods are installed without prior notice to Betafence, complaints will not be reviewed and statutory warranty will expire.
- (12) Betafence is exempted from any liability under statutory warranty if the Buyer knew about a defect when the Order was placed, an offer was presented or a delivery document was submitted to the Buyer, as well as in other circumstances set out in applicable legal regulations.
- (13) Betafence is not liable if the Goods were stored incorrectly or used contrary to their purpose or technical properties or if damages were caused by a third party's errors in production or design or if Betafence's recommendations and instructions were not observed.
- (14) Claims under statutory warranty and other claims for compensation are limited to the value of Goods subject to the particular delivery. Betafence is not liable for lost benefits, indirect or direct damage and costs arising, for example, from the suspension of installation by the Buyer.

COMPLAINT FORM

While lodging your complaint, please comply with the GSTC.

Invoice/delivery number

Delivery/purchase date

Product name

Quantity delivered

Quantity subject to complaint

Defect/irregularity discovered on

Description of the defect/irregularity
.....
.....
.....

Are labels of defective products protected? YES / NO

Have a record in delivery documents been made and has a driver's confirmation been obtained? YES / NO

Place where the product may be inspected (name/surname, address, telephone)
.....
.....

Expected defect/irregularity removal method
.....
.....

Full name of a contact person

Place, date

Company

Full name, signature

ADDITIONAL COMMENTS:

26. GUARANTEE

- (1) Apart from the two-year period of statutory warranty for Goods delivered to Buyers, Betafence offers an option of guarantee for the durability of Goods. The guarantee will be granted to Buyers under the following terms and conditions.
- (2) Betafence may guarantee (at the Buyer's request) the durability of Goods starting from the date of Betafence's invoice for:
 - (a) ten (10) years for zinc coated Goods and Goods covered with organic coating (PVC or polyester);
 - (b) twenty (20) years for Goods including welded net in roll: Pantanet® Protect, Pantanet® Family and Bekafor® Classic panels,
 - (c) two (2) years for Goods that are zinc coated using the hot dip process.
- (3) Goods including: driving elements of automated up and over or sliding gates, lock and hinge accessories to gates and wickets, elements made entirely of plastic and Goods made of black steel are not subject to guarantee; however, despite the lack of the guarantee for these Goods, the Buyer may still make claims under the statutory warranty.
- (4) The ten-year guarantee is limited to five (5) years and the twenty-year guarantee is limited to ten (10) years for Goods installed in the sea environment (environment C5 in accordance with PN-EN ISO 12944-2: Paints and lacquers – Protection against the corrosion of steel constructions by the use of protective painting systems – Part 2: Classification of environments), industrial environment (environment located up to 500 m from the sea coast and/or located close to industrial areas polluted with corrosion substances) or highly chemically aggressive environment. Betafence should be informed that the fence will be used in the environment of increased corrosivity referred to in the previous sentence at the latest when the Buyer places its Order. Otherwise, the guarantee will not be binding, even if a guarantee certificate is issued.
- (5) The guarantee applies to the territory of Poland and all countries where Betafence sells its Goods.
- (6) The guarantee applies only to those Goods that form professional fencing systems and is confirmed in the written guarantee certificate bearing a unique reference number.
- (7) The guarantee applies to all production defects of Betafence's Goods, as well as corrosion protection for the range of temperatures from minus 30 °C to plus 50 °C, provided that the Goods are not installed in the temperature below 0 °C in the case of PVC-coated Goods or -10 °C in the case of other Goods.
- (8) The guarantee certificate for the quality of Goods is issued after the Buyer fills in a written guarantee application form. The guarantee application form is available below.
- (9) The guarantee application form should be submitted via Betafence's authorised partners or distributors.
- (10) The partner or distributor of Betafence will send the guarantee application form in writing to the following address:
 Betafence Sp. z o. o.
 ul. Dębowa 4; 47-246 Kotlarnia,
 fax: +48 77 48 25 007 or +48 77 48 25 000
 e-mail: info.poland@betafence.com
- (11) The guarantee certificate will be sent to the Buyer within 30 days from the registration of the guarantee application, provided that the Buyer meets all necessary conditions.
- (12) All defects found during the guarantee period must be reported in writing within 30 days from their discovery. If a guarantee complaint is lodged, a purchase invoice must be presented, the number of the guarantee certificate must be given and the complaint must be lodged under the terms and conditions set out herein.
- (13) The guarantee neither excludes nor limits the Buyer's rights to lodge complaints under the statutory warranty during 2 years from the purchase of Goods. If the complaint must be lodged within 2 years from the purchase date, the Buyer should specify whether the complaint is to be reviewed under the principles applicable to the guarantee or statutory warranty. Otherwise, the complaint will be reviewed under the statutory warranty.
- (14) Every complaint will be analysed and the Buyer will be informed about its status by a relevant CSC employee within 30 days from the complaint receipt. The complaint under the guarantee must be reviewed at the latest within 60 days from the notice date.
- (15) If the complaint under the guarantee is accepted, Betafence must replace the defective Goods free of charge (at its own cost) with non-defective Goods only to the extent of materials, excluding direct or indirect costs, loss or damage incurred as a consequences thereof, in accordance with the following table. All claims under the guarantee and other claims for compensation are limited to the value of the defective Goods. Betafence is not liable for lost benefits, indirect or direct damage and costs connected, for example, with the suspension of installation or a need to dismantle and re-install the Goods.

Guarantee Cover	
Type of guarantee	Replacement or costs:
Two-year guarantee	years 1 and 2: replacement/return 100%
Five-year guarantee	years 1 and 2: replacement/return 100% year 3: replacement/return 80% year 4: replacement/return 60% year 5: replacement/return 50%
Ten-year guarantee	years 1 and 2: replacement/return 100% years 3 and 4: replacement/return 90% years 5 and 6: replacement/return 80% years 7 and 8: replacement/return 60% years 9 and 10: replacement/return 50%

- (16) The guarantee cover (in relation to costs of the replacement of Goods in accordance with the above table) applies to the costs of materials incurred by the customer indicated in the guarantee certificate, provided that the cost of Goods used to calculate the guarantee cover is not higher than the double amount of the cost of Goods selling by Betafence.
- (17) If the complaint under the guarantee is accepted, the replacement of the Goods with new ones extends the guarantee period by another guarantee period counted from the date of the delivery of the Goods to the Buyer (the guarantee period for replaced Goods starts anew). If the Goods are replaced with new Goods, however other than defective Goods, the guarantee period will be defined anew by Betafence.
- (18) The Goods subject to replacement should be returned fully to Betafence, unless the parties agree otherwise in writing. Betafence is responsible for the arrangement of return and the cost of the return of the defective Goods.
- (19) All returns of Goods are subject to terms and conditions to be agreed with a CSC employee. If the Goods are returned, relevant invoice corrections will be issued only after the Goods are received by Betafence's warehouse.
- (20) The terms and conditions for the replacement of Goods and delivery due dates will be agreed individually with the Buyer. If it is not possible to replace the Goods, the fence may be repaired subject to the prior written agreement between the parties. However, in each case, Betafence has the right to resolve guarantee claims by returning cash for the Goods in accordance with the above table.
- (21) Betafence may accept the complaint under the guarantee (despite the expiry of the statutory warranty period or even if the procedure of applying for written guarantee is not met) if the Buyer bought the Goods containing welded nets in a roll: Pantanet® Protect, Pantanet® Family, Pantanet® Light, Pantanet® Essential and panels: Bekafor® Classic, Bekafor® Basic and Bekafor® Essentials, provided that the Buyer refers to the purchase invoice number in the complaint. If the complaint under the guarantee for the above Goods is accepted, Betafence may reimburse the cost of Goods replacement to the extent of the cost of materials at 100% for the whole 10 or 20-year guarantee period in accordance with the above table.

27. **GUARANTEE EXCLUSIONS**

- (1) Any fencing made of Goods must be fully made of Goods delivered by Betafence. Betafence reserves the right not to issue a guarantee certificate if the fence is not fully made of Goods delivered by Betafence or to grant guarantee only for selected Goods from the fencing system. Goods that are not delivered by Betafence and their negative impact on Betafence's products are not subject to the guarantee.
- (2) The guarantee shall not apply to damages arising during the storage, processing, transshipment, installation of goods or after the installation of Goods or if Goods are used for purposes other than they are designed and suitable for.
- (3) The guarantee shall not apply to damages arising from installation against Betafence's instructions. Those damages will not be covered by Betafence.
- (4) The guarantee shall not apply to the limited number of rust stains of the maximum area of 2% of the product and white corrosion of zinc.
- (5) The guarantee shall not apply to corrosion arising from the confirmed increased level of corrosion-aggressive chemical substances or if the fence installed is used in the environment other than defined in the guarantee certificate.
- (6) The guarantee does not apply to mechanical damages arising from natural phenomena, fire, wars and other acts of God and caused by the Buyer or third parties.
- (7) Some Betafence's Goods are zinc coated using hot dip processes in accordance with the PN-EN ISO 1461 standard. The zinc coating is not a decorative coating and is mainly to protect the product against corrosion. The existence of light and dark grey areas, external surface irregularities and so-called "white corrosion" (being an effect of natural zinc oxidation) is a natural phenomenon which is characteristic for this type of corrosion protection and may not be subject to any complaint under the statutory warranty or guarantee.
- (8) Given different production techniques and the properties of polyester powders, PVC, Betafence's Goods may be subject to minor differences in colour and sheen. The change of a coating colour during the use of the fence is possible, but it should not differ from the pattern colour by more than one RAL shade. The guarantee does not cover any changes of coating colour and sheen arising from the properties of semi-finished products.



GUARANTEE APPLICATION FORM
 TO BETAFENCE SP. Z O.O.
 UL. DĘBOWA 4 – PL 47-246 KOTLARNIA

BETAFENCE CORPORATE SERVICE NV
 3 SQUARE VILLAGE RIJVISSCHESTRAAT 126 – BE 9052 GENT

DATE / /

INSTALLED BY

NAME

CONTACT

ADDRESS

ORDER NUMBER

VALUE OF FENCING

APPLICATION FILED BY

NAME

CONTACT

ADDRESS

TELEPHONE

FAX

PROJECT DESCRIPTION

NAME

ADDRESS

ENVIRONMENT RURAL URBAN

INDUSTRIAL COASTAL: distance from the sea m

FENCING DESCRIPTION

PANELS (type, height, colour, quantity)

ROLLS (type, height, colour, quantity)

POSTS (type, height, colour, quantity)

ACCESS CONTROL

RUNNING METERS

INSTALLATION DATE FROM/..../..... TO/..../.....

APPLICATION FILED BY I, (SURNAME)

CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND I ACCEPT THE GENERAL GUARANTEE TERMS AND CONDITIONS SET OUT IN THE DOCUMENT ATTACHED HERETO.

DATE/..../.....

PLACE