



**TERMS OF DELIVERIES OF THE PRODUCTS  
OF LINDAB SP. Z O.O. FOR FOREIGN DELIVERIES**

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**SECTION I. GENERAL PROVISIONS**

1. These Terms of Deliveries apply to Foreign Deliveries conducted by Lindab spółka z ograniczoną odpowiedzialnością (limited liability company) with registered office in Poland in Wieruchów, 05-850 Ożarów Mazowiecki, Sochaczewska 144 Street, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, entry number KRS 0000043661, holder of: statistical number REGON: 810539628, tax identification number NIP: PL8520400158 and BDO (database of products, packaging and waste management) number: 000013622, having share capital: 143,621,200.00 PLN; e-mail address: info@lindab.com; phone number: +48 22 2505050 (referred to also as "**Lindab**")
2. Capitalized phrases and expressions shall have the meaning given to them in The Lindab's General Terms and Conditions of Sale for Foreign Deliveries (referred to as "**GTCS**") or in these Terms of Deliveries.
3. The Terms of Deliveries set forth the terms and conditions for the delivery (supply) of the Products that are the subject of the Agreement entered into by the Buyer with the Seller.
4. The provisions of the Terms of Deliveries constitute an integral part of the Agreement, which means that the conclusion of the Agreement by the Buyer with the Seller is tantamount to the Buyer's acceptance of these Terms of Deliveries.
5. The Terms of Deliveries are available on the Website.
6. The Terms of Deliveries shall apply only to Foreign Deliveries.
7. The addresses of the Seller's Warehouses are indicated on the Website.
8. In these Terms of Deliveries:
  - a) **Foreign Delivery** means any (i) delivery of the Product outside Poland under Agreement or (ii) delivery of the Product from the Catalogue under Agreement (it is deemed that all deliveries of Products marked with of offered under Direct Vent Trademark are always Foreign Deliveries);
  - b) **Logistics Minimum for Free Delivery** means the number or value of Products specified in the individual arrangement of the Parties entitling the Buyer not to pay Logistics Fee;
  - c) **Logistics Fee** means the remuneration due to the Seller for the performance of the Logistics Service the amount of which is estimated in the Order Confirmation or the rules of estimation of which are defined in in the Order Confirmation, the final amount of which is indicated in the invoice issued on basis of the Agreement;
  - d) **Logistics Service** means services including the selection of a Carrier, the conclusion of an agreement of carriage of the Product with the Carrier, the payment of remuneration for the transportation of the Product and activities related to the release of the Product to the Carrier;
  - e) **Terms of Deliveries** means these Terms and Conditions of Delivery of the Products of Lindab for Foreign Deliveries.

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**SECTION II. RULES FOR TRANSPORTATION AND RELEASE OF PRODUCTS AND PASSAGE OF RISK**

1. In the Agreement, the Parties may choose a variant of delivery. In the case of selection of variant: CPT, DAP or EXW, or no choice of delivery variant, the following provisions shall apply.
2. The Parties may agree on the different terms and conditions of delivery of the Products than specified in these



Terms of Deliveries.

3. Arrangements of delivery terms shall be made in the Document Form.
4. If the CPT Variant or the DAP Variant (or any other variant individually agreed upon by the Parties, other than the EXW Variant) is selected, the Buyer shall ensure the presence at the place and time of delivery of a person authorized to accept delivery on its behalf, whereby the refusal to accept the Product or the absence of an authorized person shall not relieve the Buyer from the obligation to pay for the Product and the Logistics Fee, if due to the Seller.
5. If the EXW Variant is selected, the Product may only be picked up in person by the Buyer or by a person authorized in Document Form by the Buyer to take delivery of the Product.
6. The Buyer accepts the fact that the Seller is entitled to change CPT Variant into DAP Variant when it is required by the Carrier (when the Carrier does not perform transport with Variant CPT).

#### **CPT VARIANT - CARRIAGE PAID TO**

7. **The CPT Variant** shall be applicable if:
  - 1) the Parties have not indicated any delivery variant for the Agreement or
  - 2) the Parties have indicated CPT Variant for the Agreement.
8. Delivery under the CPT Variant shall be made in accordance with Incoterms 2020 CARRIAGE PAID TO /CPT rules, subject to the modifications set forth in the Terms of Delivery. The following Section II.8 - 16 below shall apply.
9. The risk of accidental loss of or damage to the Product shall pass to the Buyer at the time of delivery of the Product to the Carrier (regardless of whether the Carrier was selected by the Buyer or the Seller) or any other person designated by the Buyer.
10. The cost of transportation shall be borne by the Buyer unless:
  - 1) the Products specified in the Agreement that are to be delivered in one delivery fill in the entire vehicle (truck) of the Carrier or
  - 2) the Products specified in the Agreement that are to be delivered in one delivery do not fill in the entire vehicle (truck) of the Carrier, but the total value of the Products meet the Logistics Minimum for Free Delivery.
11. The Seller shall bear the cost of loading.
12. The Buyer shall arrange for unloading at the place of delivery and shall bear the cost thereof.
13. The Carrier shall be selected by the Seller, unless otherwise agreed by the Parties.
14. The Seller shall bear the costs of customs duties, taxes and all other costs related to export clearance.
15. The Buyer shall bear the costs of customs duties, taxes and all other costs related to import clearance.
16. The Seller shall make delivery by delivering the Product on the agreed date:
  - 1) at the Seller's Warehouse by loading the Product on the Carrier's means of transportation or other person designated by the Buyer,
  - 2) at another place agreed and designated by the Parties, sending there the Product loaded on the means of transport, the reloading of which to the new means of transport is the responsibility of the Buyer.

#### **EXW VARIANT – EXW /EX WORKS/ Warehouse**

17. **The EXW Variant** shall be applicable if the EXW Variant is indicated by the Buyer in the Order or if the Parties choose this variant in the Contract.
18. Delivery under the EXW Variant shall be made in accordance with Incoterms 2020 EXW /EX WORKS/



Warehouse rules, subject to the modifications set forth in the Terms of Delivery. The following Section II. 19 - 22 below shall apply.

19. The Warehouse shall be indicated by the Seller in the Order Confirmation.
20. The Buyer shall be obliged to collect the Product at their own expense from the relevant Warehouse on the agreed delivery date. The Seller shall be solely responsible for preparing the Product for release to the Buyer at the relevant Warehouse.
21. The benefits and burdens associated with the Product and the danger of accidental loss of or damage to the Product shall pass to the Buyer at the time the Product is released to him at the Warehouse (i.e. prepared for loading), and in the event that the Buyer fails to fulfill his obligation to take the Product, the danger of accidental loss of or damage to the Product shall pass to the Buyer at the time the Product is prepared for release (loading) at the Warehouse, but not earlier than on the agreed delivery date.
22. The costs of loading the Product and its further transportation shall be borne by the Buyer, including customs duties, taxes and all other costs related to import or export customs clearance.

#### **DAP VARIANT - DELIVERED AT PLACE**

23. **The DAP Variant** shall be applicable only in case of individual agreement of the Parties.
24. Delivery under the DAP Variant shall be made in accordance with the rules of Incoterms 2020 DELIVERED AT PLACE /DAP, subject to the modifications set forth in the Terms of Delivery. The following Section II. 25 - 30 below shall apply.
25. The danger of accidental loss of or damage to the Product shall pass to the Buyer upon delivery of the Product to the Buyer at the Place of Delivery.
26. The Seller shall make delivery by delivering the Product to the Buyer's designated location at the agreed time.
27. The cost of transportation (Logistics Fee) shall be borne by the Buyer unless:
  - 1) the Products specified in the Agreement that are to be delivered in one delivery fill in the entire vehicle (truck) of the Carrier;
  - 2) the Products specified in the Agreement that are to be delivered in one delivery do not fill in the entire vehicle (truck) of the Carrier, but the total value of the Products meet the Logistics Minimum for Free Delivery.
28. The Buyer shall arrange for unloading at the place of delivery and bear the costs thereof.
29. The Seller shall bear the costs of customs duties, taxes and all other costs related to export clearance.
30. The Buyer shall bear the costs of customs duties, taxes and all other costs related to import clearance.

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#### **SECTION III. DELIVERY TIME**

1. The delivery time of the Products shall be determined in each case in accordance with the rules set forth below in Section III. 2-10.
2. The ordered Products lead time (understood as preparation of the Products for transport or, in the case of the EXW Variant, preparation of the Products for their collection from the Warehouse) is, as a rule, up to 10 Working Days from the moment the Agreement entered into force. The lead time of the ordered Products under Agreement does not include the time of transportation of the Products by the Carrier. The lead time in all delivery Variants except EXW Variant shall not be deemed to be equal to delivery time.
3. The delivery date shall be the date of release of the Product to the Buyer (or the Carrier) in accordance with the Terms of Deliveries and the Order Confirmation.
4. The delivery time of the Product depends on the availability of the Product at the Warehouse.



5. The delivery date shall be indicated by the Seller. The Seller shall indicate the delivery date of the Products as soon as it is determined. If possible, the Seller will indicate the delivery date already in the Order Confirmation.
6. If the date of delivery of the Product indicated by the Seller pursuant to Section III.5 above is different from the proposed delivery date (indicated by the Buyer as expected delivery date) in the Order, the Buyer shall have the option to revoke the Order within 1 (one) Working Day from receipt of information on the delivery date. Withdrawal of the Order is effective only if it was submitted to the Seller in Documentary Form.
7. The Buyer's failure to revoke the Order shall be deemed acceptance of the delivery date, subject to Section III.8 below.
8. The Seller reserves the right to postpone the delivery date referred to in Section III.5:
  - 1) due to delays in delivery of the Product from the manufacturer,
  - 2) due to delays on the part of the Carrier,
  - 3) due to the failure of the Buyer to fulfill obligations that were to be fulfilled before delivery of the Product,
  - 4) due to reasons beyond the Seller's control.
9. The Seller shall immediately inform the Buyer of any change in the delivery date and the new delivery date.
10. Deliveries made on a postponed date in accordance with Section III.8 above shall be deemed to have been made on time (shall not be treated as delayed).

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#### **SECTION IV. FINAL PROVISIONS**

1. The Seller shall have the right to amend these Terms of Deliveries at any time.
2. Amendments to the Terms of Deliveries shall be made by making the new content of the Terms of Deliveries available on the Website.
3. Amendments shall become effective upon publication of the amended Terms of Deliveries on the Website or upon publication on such other date as the Seller may indicate.
4. The amendment to the Terms of Deliveries shall not affect the rights and obligations of the Seller and the Buyer acquired prior to the effective date of the amendment to the Terms of Deliveries (the amendment to the Terms of Deliveries shall not apply to Agreements entered into prior to the effective date of the amendment to the Terms of Deliveries).
5. The Seller shall have the right to unilaterally amend the Terms of Deliveries with effect to already concluded Agreements only in the following cases and to the extent resulting from the circumstances described below:
  - a) change in generally applicable law to the extent that the change affects the content of the Terms of Deliveries and concluded Agreements;
  - b) the need to clarify the provisions of the Terms of Deliveries or to amend them, which results from a change in the interpretation of universally applicable laws made by public administration bodies, common courts and other institutions dealing with the protection of consumer rights, including, in particular, resulting from judgments, verdicts, decisions, provisions, recommendations or guidelines of the above-mentioned entities - even if the Seller is not their direct addressee (e.g. did not participate in the proceedings in question as a party thereto).
6. A change in the Seller's identification or contact details shall not constitute an amendment to the Terms of Deliveries.
7. In matters not regulated in the Terms of Deliveries, the provisions of generally applicable law shall apply.

**These Terms of Deliveries shall enter into force on 01.02.2024.**