

**General Terms and Conditions of Sale****REKOPLAST Kompozyt Sp. z o. o.**

## Article 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") shall apply to the sales and delivery contracts for products and services (hereinafter referred to as the "Products") of REKOPLAST Kompozyt Sp. z o.o. with its registered office at Ocieszyn, ul. Obornicka 17, 64-600 Oborniki, NIP (Tax Identification Number): 6060104769, REGON (National Official Business Register): 380071706, KRS (National Court Register): 0000743132, hereinafter referred to as the "Seller".
2. The "Buyer" shall mean an entrepreneur, or any other entity, other than a consumer, which concludes the sales or delivery contract with the Seller upon an order submitted to the Seller in compliance with the terms and conditions set out in these GTCS (the "Order") and confirmed by the Seller (the "Order Confirmation").
3. These GTCS shall be binding for both the Seller and the Buyer. The commercial terms and conditions provided by the Buyer shall not be binding for the Seller, unless the Seller expressly confirms the application of such terms and conditions. In the event of any discrepancies between the provisions of the GTCS and the contract, the provisions of the contract shall prevail.
4. The GTCS shall form an integral part of all contracts concluded by the Seller, regardless of the form of the contract.
5. The Parties may amend or exclude some or all of the provisions of the GTCS upon an individual agreement concluded in writing under the pain of nullity.
6. The Parties exclude the use of any contract templates (in particular general terms and conditions of guarantees, templates of contracts and regulations, etc.) other than these GTCS.
7. By submitting the Order, the Buyer confirms to have read and accepted the GTCS.
8. The GTCS are also available on the website [www.rekoplast.pl](http://www.rekoplast.pl) or in its registered office during office hours.
9. If the Buyer maintains lasting business relationships with the Seller, the acceptance of the GTCS by the Buyer upon the first Order shall be deemed as the acceptance for all the sales or delivery contracts upon subsequent Orders until the provisions of the GTCS are amended or repealed.
10. Information provided by the Seller in any way, shape or form, in particular as offers, leaflets, announcements, advertisements, catalogues, brochures and price lists, shall not constitute an offer pursuant to the Civil Code and shall not be binding on the Seller; it shall constitute, however, an invitation to enter into the contract or submit the Order. Any information, whether it comes from the Seller or from one of its sales representatives - regarding the weight, dimensions, productivity, volume, technical data included in the catalogue, description, brochure, advertisement, illustrations, drawings, etc. shall be for informational purposes only and such information will be binding only if it has been expressly confirmed in the offer or in the Order Confirmation. The detailed requirements of the Buyer shall be binding only to the extent that they have been confirmed by the Seller in writing.
11. Any drawings and technical documentation provided to the Buyer shall remain the property of the Seller and shall be returned on request. The drawings, technical documentation and other technical information shall not be used without the consent of the Seller for any other purpose than making a decision concerning the order submission, and they shall not be copied, reproduced or transferred to third parties without the Seller's consent.
12. The latest price list of Products used by the Seller shall be provided to the Buyer in writing prior to the conclusion of the contract or prior to the Order submission.

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13. If the Parties communicate by email, the Parties are obliged to send the communication via the confirmation request emails.
14. Article 68<sup>2</sup> of the Civil Code shall not apply to Contracts concluded by the Parties, unless the Parties make a written agreement stating otherwise.

## Article 2. ORDERS

1. By submitting the Order, the Buyer submits the offer to conclude the Contract with the Seller.
2. The Orders shall be submitted in the form of an email or scan and sent to the following email address: [kontakt@rekoplast.pl](mailto:kontakt@rekoplast.pl), or to the email address indicated in the offer submitted to the Buyer by the Seller or its commercial agent, or by using the electronic Order form, if it is available on the website: [www.rekoplast.pl](http://www.rekoplast.pl)
3. The Order must include:
  - a. the details of the Buyer: the company name, legal form, address, phone number, NIP (Tax Identification Number), email address, full name of the person submitting the Order for the Buyer,
  - b. the address for service, if different from the address of the registered office,
  - c. designation of the ordered Products by stating their names and quantities and the price of the ordered Products given by the Seller in the price list provided to the Buyer or in the offer submitted by the Seller,
  - d. place of delivery of the Products,
  - e. indication of the person authorised by the Buyer to submit orders (the person authorised by the Buyer shall be deemed the person using the email address located on the Buyer's domain that has been confirmed by the Seller)
4. Any Order submitted after 1:00 pm on a given day shall be considered to be submitted on the first working day following the actual day of submitting such an Order.
5. The offer to conclude the contract which is the subject matter of the Order shall not be accepted until the Seller provides the Order Confirmation to the Buyer and only upon this moment the Contract shall be deemed to have been concluded.
6. If the Order is amended prior to the Order Confirmation, the contract shall be concluded upon the confirmation of the amended Order.
7. The time limit for the performance of the Order shall commence on the day on which the Order Confirmation has been delivered to the Buyer.
8. The Order Confirmation shall be made by electronic mail to the Buyer's address specified in the Order.
9. The Order Confirmation shall specify at least: the Products, the quantities of the Products and the indexes used by the Seller to determine the Products, the unit price and the total value of the order, the financial terms of the Order, the date and place of delivery, the delivery method, including terms and costs of transportation.
10. The Seller shall be entitled to refuse to accept the Order performance, in particular if:
  - a. the Buyer delays collection of the Products provided by the Seller upon previous orders, or collection of the previous batch from the executed Order;
  - b. the Buyer delays payments of the amounts due to the Seller for the performance of the previous or current Orders
  - c. if it is impossible to perform the Order under the terms and conditions specified in the Order.
11. The Order may be cancelled by the Seller:
  - a. at the Buyer's request, after the Buyer has paid a flat-rate amount of costs for the performance of the order as a contractual penalty in the amount of:
    - (i) 25% of the net Order value for the Products from the general offer of the Seller, or 100% of the net Order

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- value for the Products manufactured upon the technical specification prepared for the Buyer or upon non-standard terms;
- (ii) and the costs incurred by the Seller in connection with the performance of the Order exceeding the amount of the contractual penalty.
- b. if the Buyer delays collection of the Products provided by the Seller upon previous Orders, or collection of the previous batch from the same Order;
  - c. if the Buyer delays payment of the amounts due to the Seller for the performance of the previous or current Orders by more than 14 days and the total amount exceeding PLN 1,000 (one thousand zloty) at cancellation of the Order;
  - d. if the performance of the Order is impossible due to reasons for which the Seller is not liable.
12. The cancellation of the Order in the cases referred to in point 11(b) - (d) of the GTCS shall be made in the form of a statement of withdrawal from the contract submitted by the Seller.
  13. The cancellation of the Order executed in batches shall concern the batches that have not yet been delivered to the Buyer.
  14. The Buyer may withdraw from the Contract if the Seller fails to meet the time limit specified for the delivery of the Products due to circumstances for which the Seller is liable, despite setting by the Buyer an additional time limit for the delivery not shorter than 14 days from the delivery date specified in the Order.
  15. Either Party may withdraw from the Contract in the event of force majeure which does not end after two months from the date of its notification by the Seller.

#### Article 3. DELIVERY AND ACCEPTANCE OF PRODUCTS

1. The Products shall be delivered within the time limit specified by the Seller in the Order Confirmation.
2. Qualitative deviation not exceeding 1% shall be allowed in a given batch unless the Technical Specification of the Order provides otherwise.
3. Unless otherwise agreed in the Order, the Products shall be delivered to the Buyer by the carrier contracted by the Seller to the place specified by the Buyer in the Order as the place of delivery.
4. The Seller shall be authorised to deliver the Products in batches, the size of which shall be adjusted to the dimensions of the pallets used by the Seller, optimal for the Order and size of the mode of transport, unless otherwise specified in the Order.
5. The ownership of the Products shall pass to the Buyer upon release of the Products.
6. The risk of accidental loss or damage to the Products shall pass to the Buyer upon handing over the Products to the person authorised to collect them by the Buyer, including freight forwarder or carrier (if the transport is the responsibility of the Buyer). If the delivery is made by the Seller via a courier, the risk of accidental loss or damage to the goods shall pass to the Buyer upon entrusting the Products to the courier.
7. The Seller shall be liable for transshipment operations carried out at the Seller's premises. The Buyer shall be liable for proper loading of the Products from the Seller's warehouse if the Buyer collects the Products by its own means of transport or by the means of transport of the persons indicated by the Buyer.
8. The confirmation of receipt shall mean the confirmation of no reservations as to the quantity and quality of the received Products, if the Buyer does not make an acceptance report including reservations to the delivered Products, taking into account the following provisions.
9. The Buyer shall be obliged to check the quantity of the Products during the unloading of the Products or, if the

- Products are stored by the Buyer without being unpacked, immediately after the unpacking. The Buyer shall be obliged to notify the Seller about the quantity shortages within 24 hours after they have been determined. Together with the notification of the quantity shortages, the Buyer should provide the Seller with proofs for this fact, under pain of losing the right to make claims in relation to the quantity shortages of the Products. If the quantity shortages have been proved, the Buyer may demand a delivery of the missing quantity of the Products, which shall be made as soon as possible, within the time limit agreed by both parties.
10. In case of courier delivery, the Buyer shall be obliged to check whether the packaging has not been opened, torn, cut or otherwise damaged. If any opening, tear, cut or other damage during transport has been determined, the Buyer is obliged to open the package in the courier's presence and check its contents. If the package is incomplete or the Products are damaged, the Buyer shall draw up a proof of delivery signed by the courier, under pain of losing the right to make a complaint. The relevant note and signatures may also appear on the consignment note or in a separate statement. The Buyer should take photographic documentation and notify the Seller about the damage within 48 hours of receipt of the Products. A failure to do so shall result in a loss of the rights related to the complaint about the Products to the Seller.
  11. The confirmation of receipt shall be made on the carrier's loading lists and consignment notes, and on a copy of the Stock Issue Confirmation document and/or another document confirming the delivery of the Products, and such confirmation should include:
    - a) the date of acceptance of the Products,
    - b) the Buyer's company stamp and, in the absence thereof, the exact description of the Buyer,
    - c) the full name and signature of the person authorised to collect the Products on behalf of the Buyer.
  12. Making a complaint related to the quantity of the Products shall not release the Buyer from the obligation to pay the price on the due date, in the part corresponding to the price for the Products accepted by the Buyer.
  13. If the Buyer fails to collect the non-defective Products, the Seller shall be entitled to charge the Buyer with the storage costs in the net amount of PLN 60.00 per pallet per day and transport costs upon a separate invoice issued by the Seller.

#### Article 4. PAYMENT

1. The selling price indicated by the Seller shall be the net price that is increased by the tax on goods and services at the current applicable rate.
2. Costs of the standard packaging shall be borne by the Seller, unless the parties agree otherwise.
3. Payment for the ordered Products shall be made without any deductions within the time limit specified on the proforma invoice or on the commercial invoice.
4. VAT invoices shall be issued and paid in Polish zloty unless otherwise specified in the Order.
5. The payment date shall be the day on which the Seller's bank account is credited.
6. In the event of a delayed payment, the Buyer shall be obliged to pay interest for late payment in commercial transactions and the remaining costs in accordance with the applicable regulations.
7. If the Buyer makes delayed payments, the Seller shall be entitled, irrespective of the Buyer's different instructions, to count the payment first towards the remaining costs, then to the earliest due late payment interest, and then to the earliest due principal.
8. The Buyer shall not be entitled to withhold the payments or set off any claims of the Seller, against the Buyer's counterclaim, unless the Seller has agreed for such deduction.

**Article 5. STATUTORY WARRANTY AND GUARANTEE**

1. The Seller's liability under the statutory warranty shall be excluded, except in the cases where, pursuant to the applicable provisions of law, the exclusion of liability for defects under the statutory warranty is unacceptable or the GTCS shall provide otherwise.
2. The Seller grants a 12-month guarantee, starting from the date of the invoice issuance, for the conformity of the delivered Products with the Technical Specification, provided that the Products have not been used and have been properly stored in accordance with the guidelines included in the Technical Specification. The Technical Specification shall be an integral part of the Order.
3. Under the guarantee, the Seller undertakes to replace the defective Products with the Products free from defects. If it is not possible to replace the Products, the Seller shall grant a discount in relation to the reduced value or usability of the Products.
4. The guarantee claims against the Seller may only be made by the Buyer who purchased the Products from the Seller, with a copy of the VAT invoice for the defective batch of the Products enclosed. If the case of resale of the Products, the Buyer themselves shall grant the statutory warranty or guarantee.
5. If a defect covered by the guarantee is found, the Buyer shall be obliged to immediately notify the Seller about the defect with a brief description of the defect and the circumstances of its occurrence, but not later than within 3 working days from the date the defect has been found. The notifications, including the number and date of the sales invoice of the relevant Products, shall be made to the email address for submitting Orders. The Seller shall handle the complaint and inform the Buyer of the outcome within 14 business days from receipt of the complaint notification.
6. If the Buyer entrusts the Seller with material or raw material for the purpose of the contract performance, the Seller shall not be liable for defects of the Products.
7. If the complaint regarding significant defects of the Products is accepted, in particular if incompleteness of the Products prevents proper assembly, and if there are significant discrepancies with the approved designs, the Seller shall cover the costs of transport to the Buyer's premises in connection with removal of the defects in the Products. The Buyer shall cover the costs of transport and insurance of the Products covered by the complaint if the complaint proves to be unjustified.
8. The costs of disassembly, delivery and re-installation of the Products shall be borne by the Buyer.
9. If the Products are replaced with Products free from defects, the guarantee period begins to run anew from the date of delivery.

**Article 6. LIABILITY**

1. The Seller shall be obliged to repair the damage resulting from non-performance or improper performance of the contract only if the damage was caused by the Seller's wilful misconduct. The Seller's liability shall be limited to the actual losses incurred by the Buyer, excluding lost profits. Under no circumstances shall the Seller's liability for the damage suffered by the Buyer exceed the net selling price of the defective Products, as indicated on the VAT invoice.
2. If any claims related to the Products are pursued against the Seller by a subsequent buyer, the Buyer shall be obliged to provide the Seller with any and all information about the conditions of storage, transport and sale of the Products to the subsequent buyer.
3. If any claims against the Seller are brought by the Buyer or the subsequent buyer, the Buyer shall be obliged to provide the

Seller with any other information that will enable the Seller to use the civil liability insurance policy for business entities.

**Article 7. RIGHTS TO PRODUCTS**

Upon the conclusion of the contract, the Buyer shall not acquire any intellectual property rights, including licences, patents, copyrights, trademarks related to the Products or their components.

**Article 8. FORCE MAJEURE**

1. The Seller shall not be liable for non-performance or improper performance of the contract if this results from force majeure.
2. The occurrence of a force majeure event shall release the Seller from liability for non-performance or improper performance of the obligations specified in the contract for the duration of the force majeure event.
3. Upon the occurrence of the force majeure event, the Seller shall immediately notify the Buyer of such event, its anticipated consequences for non-performance or improper performance of the obligations and the expected duration thereof.
4. Force majeure shall mean any external events which the Seller could not have predicted or prevented, in particular, events such as: wars, natural disasters, fires, floods, riots, general strikes, prohibitions on imports and exports, restrictions on sale of certain types of products or conducting specific activities, interruptions in the supply of electricity, failures of machines and equipment, prohibitions and restrictions related to epidemics or pandemics, terrorist attacks, military actions, restrictions related to martial law or state of emergency introduced in Poland or its part.

**Article 9. FINAL PROVISIONS**

1. Any amendments to these GTCS shall apply to the Orders submitted by the Buyer after they have been posted on [www.rekoplast.pl](http://www.rekoplast.pl)
2. In matters not regulated in the contract and these GTCS, the provisions of the Civil Code shall apply unless it has been stipulated in the contract or the GTCS that the matter has been exhausted and therefore the application of the Civil Code is excluded.
3. If one or more provisions of these GTCS is declared invalid, illegal or unenforceable, this shall not affect or limit the validity, legality or enforceability of the remaining provisions. The titles and article numbers in these GTCS have informative character only and shall not affect their interpretation.
4. Any statements made by the Buyer or the Seller shall be binding for the other party if they have been made in a letter delivered to the other party or in an email sent to the addresses indicated by the parties in the Order. The Buyer shall not be entitled to transfer any rights under this contract to a third party without the prior written consent of the Seller.
5. The Buyer agrees that data related to the existing or running contracts shall be collected and processed by the Seller only for the needs of the Seller. Disclosure of the collected data to third parties may take place only pursuant to the applicable law.
6. Any notices or statements provided for in the GTCS or amendments to the GTCS shall be made in writing, otherwise being null and void, unless the GTCS stipulate otherwise.
7. Any disputes related to the contract shall be settled by the competent court having jurisdiction over the Seller's registered office.
8. These GTCS have been approved by the Management Board of REKOPLAST Kompozyt Sp. z o. o. and shall come into effect as of 21 October 2020.