

## **General Terms and Conditions of Sale**

### **I. Definitions:**

1. GTCS – General Terms and Conditions of Sale – regulations specifying commercial relations between parties - the Seller and the Buyer,
2. Seller - FORM - PLAST S.A. with its registered office in Bydgoszcz at ul. Toruńska 143, 85- 831 Bydgoszcz recorded in the register of business organizations of the National Court Register [KRS] maintained by the District Court in Bydgoszcz, KRS no: 0000300628, NIP 554-023-46-26, REGON: 002498412, initial share capital PLN 3,703,050 paid up in full
3. Buyer - business entity or natural person purchasing the Goods from the Seller in accordance with the GTCS,
4. Goods - products sold by Form - Plast S.A.

### **II. General Provisions**

1. These General Terms and Conditions of Sale (the "GTCS") shall apply to all sales contracts made between the Seller and the Buyer. The GTCS shall apply to all sales and supply transactions organised by Form- Plast S.A. The Buyer fully acknowledges the General Terms and Conditions of Sale presented and waives its own previously agreed conditions, if any.
2. These General Terms and Conditions of Sale are a complete contractual regulation binding the parties to the sale and delivery of Goods. The Seller does not sell to consumers. Sales take place on a commercial cooperation basis between business organisations.
3. The GTCS constitute an integral part of all sales contracts entered into with the Seller - including supplementary or replacement deliveries - and define mutual relations between the Seller and the Buyer. Any deviation from these General Terms and Conditions of Sale must be made in writing in order to be valid.
4. The General Terms and Conditions of Sale are communicated to and accepted by the Buyer at the latest when placing an order, and are also available on the website [www.form-plast.com.pl](http://www.form-plast.com.pl) under the FILES tab. If the Buyer remains in permanent commercial relations with the Seller, acceptance of GTCS by the Buyer at the first order shall be deemed their acceptance for all other orders and sales contracts until their content is amended or application is revoked.

### **III. Rules for Conclusion and Performance of Sales Contracts and Order Processing**

1. A sales contract is entered into by placing an order by the Buyer and acceptance of the order by the Seller. If no order has been placed on the Seller's form, the Seller shall confirm the acceptance of the order with indication of the website address, where GTCS can be found.

2. All amendments, supplements to the contracts as well as all notifications, representations made by the Parties in connection with execution of the contract should be made in writing to be valid.
3. The price of Goods is determined on the basis of the Seller's price list as of the date of the invoice or a separate offer of the Seller submitted to the Buyer.
4. The place of performance is the Seller's warehouse.
5. The VAT invoice shall be issued by the Seller to the Buyer specifying the date and method of payment for the ordered Goods.
6. If payment is delayed, the Seller shall be entitled to charge statutory interest for the delay.

#### **IV. Information, Offers, Prices**

1. All technical information about the goods derived from the catalogues, brochures and other advertising materials presented by the Seller are approximate data and are valid only insofar as they are accepted by both parties.
2. The buyer is obliged to know the technical parameters of the ordered goods. The Seller shall supply the goods in accordance with the Buyer's order and shall not be liable for their further use.
3. Notices, advertisements, and catalogues about the goods offered by the Seller are for information purposes only. The samples and specimens issued by the Seller are for illustration and exhibition purposes only.
4. Prices specified in the price lists sent to contractors are binding until the Seller notifies them in writing of their change.
5. The prices for the goods offered by the Seller are exclusive of VAT, unless expressly stated otherwise.
6. The final price of the goods shall be determined on the basis of the prices valid for the Seller on the day of placing the order.
7. Any discounts, rebates, abatements, etc. granted by the Seller must be agreed individually in writing.

#### **V. Reporting of Complaints, Liability for Defects**

1. The Buyer/Seller shall be obliged to examine the delivered goods in terms of quantity and quality for any non-hidden defects immediately upon receipt.
2. Any quantitative and qualitative complaints must be made immediately upon receipt of the goods, no later, however, than within 3 days of receipt of the goods, under pain of loss of rights due to quantitative and qualitative deviations.
3. Any qualitative complaints must be made immediately upon receipt of the goods, no later, however, than within 14 days of receipt of the goods, under pain of loss of rights due to qualitative deviations. When considering complaints, their validity shall be assessed taking into account the applicable technical standards.

4. The disputed goods shall be available in an unprocessed form at the Seller's disposal for the entire duration of the complaint until the complaint is closed, i.e. the Seller sends the information.
5. If the complaint is considered justified, the Seller may, at their discretion, either replace the goods with new, defect-free goods or remove the defect. Dealing with a complaint in the aforementioned manner excludes the possibility of claiming further compensation.
6. A Buyer who, despite the defects revealed, accepts the goods as meeting his requirements, may demand an appropriate reduction in the price.
7. The Seller may refuse to accept a complaint if the goods have been improperly used or processed by the Buyer.
8. If, of the goods supplied and sold, only some are defective and are separable from the defect-free goods, the Buyer's right to cancel the execution of their order or to withdraw from the contract regarding the execution of their order shall be limited exclusively to the defective goods.
9. Until the complaint is finally dealt with, the Buyer is obliged to store the goods under complaint in a proper way so as to prevent any possible damage or shortages.
10. If, due to a physical defect of the goods, the Buyer withdraws from the contract for the execution of their order or requests the supply of defect-free goods instead of defective goods, they may not send the goods back without the Seller's prior consent.
11. The Seller's liability for damage resulting from the existence of defects in the event of exercising warranty rights is excluded under Article 558 of the Civil Code.
12. A complaint about the quantity and/or quality of the goods shall not entitle the Buyer to withhold payment for completed deliveries.
13. In each case of a complaint, the basis for its consideration by the Seller is drawing up a complaint protocol and photographic documentation by its sales representative, immediately after the complaint is reported by the Buyer.
14. The Seller shall not be liable for goods used in a manner inconsistent with their intended purpose and technical properties, in which damage has occurred as a result of manufacturing and design errors of third parties and as a result of failure to observe the manufacturer's recommendations and instructions
15. The Seller shall not be liable for damage caused during the unloading of the goods.
16. The Seller shall have the right to withhold the execution of claims towards the Buyer on account of a complaint until the Buyer has settled all outstanding receivables towards the Seller.
17. By accepting this complaint procedure, the Buyer waives the right to offset their claims.
18. The condition for the acceptance of returns of goods that have been questioned by the Buyer and accepted by the Seller is that they are undamaged, not processed in the production process of the Buyer and traceable as to the parameters included in the approvals. In the case of pre-packaged goods, they must be in their original, undamaged packaging.

19. The goods shall be returned only with the prior written consent of the Seller.

## **VI. Orders, Delivery**

1. Delivery of goods purchased by the Buyer is carried out on the basis of their order.
2. The Seller shall only be bound by the delivery time if they have confirmed it in writing. The Buyer is obliged to accept and collect the goods on the agreed date.
3. The delivery date shall be extended by the duration of an obstacle resulting from circumstances beyond the control of the parties, i.e. such as untimely delivery by the Seller's suppliers, force majeure events, unpredictable disruptions in the Seller's operation, e.g. lack of electricity, transport and customs delays, transport damages, including roadblocks, time limitations in truck traffic, power shortages, material and raw material shortages, etc. Failure by the Seller to meet the delivery date for the aforementioned reasons shall mean that the Buyer shall not be entitled to any claims for compensation of damage resulting from non-performance or untimely performance of the contract.
4. If an order is withdrawn in whole or in part (only with the Seller's written consent), the Buyer shall be obliged to cover all costs incurred by the Seller related to the execution of that order. Under no circumstances may an order be withdrawn without the Seller's written consent.
5. The costs of delivery to the Buyer and other additional services are agreed individually when placing the order. All other costs, which may arise during the execution of the order, e.g. repackaging, handling and other charges and taxes applicable during the execution of the order, shall be borne by the Buyer, unless the Parties have agreed otherwise.
6. The Seller reserves the right that in the event of overdue payments, non-payment of interest for late payments, or exceeding of the credit framework by the Buyer and other actions to the detriment of the Seller, the execution of further orders shall be suspended until the appropriate payments have been made.

## **VII. Terms of Payment**

1. Payment for the goods received shall be made without deduction immediately after the invoice is issued or according to the agreed terms of payment.
2. The Buyer becomes the owner of the goods when payment for these goods is made in full, within the time limits specified by the Seller (reservation of the title to the sold item - article 589 of the Civil Code), unless otherwise agreed by the parties. Any contrary arrangements shall be made in writing to be valid.
3. The date of performance by the Buyer shall be the date of crediting the Seller's account.
4. In case of delay in payment, the Seller shall have the right to charge, without any additional notice, interest for delay in the statutory amount. Interest for delay shall be calculated from the day following the day on which the payment deadline expired.

5. If the payment is not made on time, the Seller shall be entitled to claim, in addition to the principal and interest for delay, also the costs of court proceedings, enforcement proceedings, legal representation and all costs related to the collection of the claim.
6. If the Buyer is in arrears with payments due under more than one invoice, the Seller shall have the right to credit any payment made by the Buyer under any invoice first against interest for late payment and then against the oldest receivable.
7. The Buyer is not entitled to submit a statement of deduction against the Seller.

## **VIII. Final Provisions**

1. Legal relations with the Buyer shall be exclusively governed by Polish law. Bydgoszcz shall be the place of performance of any obligations arising from these terms and conditions
2. The Seller and the Buyer shall endeavour to amicably resolve any disputes arising in connection with the performance of contracts under these terms and conditions. If it is not possible to resolve the matter amicably, all disputes arising directly or indirectly from these regulations shall be resolved by common courts of law with jurisdiction over the Seller's registered office. The Seller reserves the right to bring an action before a court having jurisdiction over the Buyer if this may accelerate settlement of the dispute.
3. No assignment of rights arising from a contract concluded with the Seller/Buyer or an order placed shall be permitted in relation to third parties without the written consent of the Seller/Buyer.
4. Should any provisions of the GTCS be invalid due to the introduction of different statutory regulations, the remaining provisions shall remain in force.
5. By accepting the GTCS, the Buyer consents to processing of his personal data by the Seller for the purpose of carrying out the order, as well as for marketing purposes related to the Seller's activity.
6. By accepting these GTCS, the Buyer consents to processing of his personal data by the Seller and entities acting on behalf of the Seller in Poland and abroad, in connection with execution of sales contracts for goods offered by the Seller and for marketing purposes related to the business activity conducted by the Seller. The Buyer shall have all rights under the provisions of the Act of 29<sup>th</sup> August 1997 on personal data protection (Journal of Laws of 1997, No. 133, item 883, as amended), in particular the right to inspect their own data.
7. In matters not regulated by these GTCS provisions, the respective provisions of the Civil Code and the Act of 12<sup>th</sup> June 2003 on payment deadlines in commercial transactions (Journal of Laws of 2003 r. No 139 item 1323) shall apply.