

## **General Terms of Delivery applicable at Plast - Farb Sp. z o. o.**

### **§ 1 General Provisions**

1.1. The General Terms of Delivery (hereinafter abbreviated GTD) govern the rules on the conclusion and fulfilment of contracts for delivery, sales and services by Plast-Farb Spółka z ograniczoną odpowiedzialnością with its registered office in Torun, ul. M. Skłodowskiej - Curie 87a, entered into the National Court Register under KRS (CRN) number 0000452293 in the District Court in Torun, 7th Commercial Division of the National Court Register, which is a VAT payer with the NIP (VATIN): 8792669905, Regon: 341397832 (hereinafter referred to as Plast - Farb), with a share capital of 100.000,00 PLN, provided to other entities (hereinafter referred to as Buyers).

1.2. The GTD are an integral part of all contracts for the supply of goods, sales and services by Plast - Farb, with the reservation that if the Parties agreed on their rights and obligations in the form of a separate, written agreement, the provisions of such a written agreement shall take precedence, and the provisions of these GTD shall apply only to matters not regulated in the above-mentioned agreement. None of the provisions, templates or conditions proposed by the Buyer nor any representations, assurances, guarantees or other statements not included in an offer of Plast - Farb or in an order confirmation or otherwise explicitly agreed in writing by Plast - Farb shall not apply to Plast - Farb. These GTD shall become ineffective when Plast - Farb replaces them with the new ones.

1.3. The Buyer shall read and understand these GTD before the final agreement on all the important elements of a contract, no later than at the moment of signing the contract (if drawn up in writing) or placing an order. The GTD are generally available on the website: [www.plast-farb.com](http://www.plast-farb.com) and in the headquarters of Plast - Farb.

1.4. The GTD do not apply to contracts concluded with the participation of consumers.

1.5. The buyer who is a natural person, by placing an order under the terms of these GTC, declares that due to the intended use of the purchased goods only for professional use in business activities: a) each contract for the sale or delivery of goods (intended only for professional use in the business of the Buyer), regardless of the method of concluding the contract, has a professional nature for the Buyer, regardless of the subject of the business activity performed by the Buyer made available on the basis of the provisions on the Central Register and Information on Economic Activity; b) in the relations between the Buyer and Plast - Farb, the provisions of Art. 385 5, art. 556 4, and art. 556 5 of the Act of 23 April 1964 Civil Code (hereinafter referred to as the Civil Code) and art.7aa of the Act of May 30, 2014 on consumer rights.

### **§ 2 Orders**

2.1. A condition for the conclusion of a contract is placing an order by the Buyer (in writing, by fax or email) and its acceptance by Plast - Farb. A correctly placed order is an order signed by persons authorised for the representation of the Buyer or holders of an appropriate power of attorney. The order is considered as accepted when a written confirmation is sent to the Buyer by Plast - Farb by: registered letter, fax, or email.

2.2. Plast - Farb may accept the order in whole or in part.

2.3. When placing an order, the Buyer provides Plast - Farb with the copies of the following documents as requested: a valid copy from a register of entrepreneurs of the KRS (National Court Register) or from the CEiDG (Central Registration and Information on Business), the decision on granting the REGON number (statistical number for businesses), the decision on granting the NIP (VATIN) number.

2.4. The obligation to provide the documents mentioned in item 3 does not apply to the orders placed by the Buyers who are in ongoing business relations with Plast - Farb.

2.5. Plast - Farb may make the acceptance of an order conditional on the Buyer's paying an advance necessary for the order to be fulfilled. In such a case Plast - Farb shall issue an "advance payment invoice", mentioned in § 6 item 6.2 of these GTD.

### **§3 Prices**

3.1. The prices of the goods are quoted in the offers of Plast - Farb that are sent or otherwise delivered to the Buyers and are binding until a new offer is presented. The prices in the offers are net prices and VAT must be added.

3.2. The prices in the offers of Plast - Farb include the sales price of the goods and the packaging costs. The price does not include pallets and the transportation costs from the warehouse of Plast — Farb, unless otherwise stated in the offer sent by Plast - Farb or in a separate written agreement. The Parties may agree that the price of the goods and the price of the transportation will be indicated separately on the invoice.

3.3. In case of an increase in the cost of manufacturing goods, including an increase in the cost of raw materials or other direct costs, or a change in legal regulations in the period between the confirmation of the order or the conclusion of the contract and the date of delivery, the price will be renegotiated.

### **§4 Order fulfilment time, delivery of the goods**

4.1. The order fulfilment time is counted from the confirmation of the order acceptance by Plast - Farb and it will be specified in the order confirmation.

4.2. If the way of collecting the ordered goods is not specified in the order within 3 (three) days before the planned delivery of the goods, Plast - Farb shall agree with the Buyer, by fax or email, how and on what day the goods will be delivered.

4.3. If the Parties have not agreed otherwise, the goods are delivered at the Buyer's expense and in accordance with the mutually agreed transport conditions. The goods may be delivered with the transportation means of Plast - Farb or the shipment can be contracted to a transport company to the destination indicated by the Buyer. The goods can be accepted only by authorised persons.

4.4. If the goods are delivered by Plast - Farb to the destination indicated by the Buyer, the Buyer shall unload them within 4 hours after the means of transport are positioned for unloading at the destination. If the Buyer does not meet the deadline, Plast - Farb reserves the right to charge the Buyer for the delayed unloading and for the costs resulting from such a delay.

4.5. Plast - Farb shall use its best efforts to deliver the ordered goods or have them delivered to the Buyer without a delay. Delayed deliveries of goods do not justify any claims of the Buyer against Plast - Farb, especially claims for damages or withdrawal from the contract.

4.6. Plast - Farb shall not be liable for defects, changes or damage to the goods and delayed delivery that occurred during the transport of the goods carried out by the transport company. The damage to the goods that occurred during the transport of the goods carried out by the transport company do not free the Buyer from the obligation to pay for the goods and they do not entitle the Buyer to demand the delivery of goods free from defects or to demand compensation. Plast - Farb shall not be liable for defects, changes or damage to the goods that occurred during the transport of the goods carried out by Plast - Farb only within the scope of the actually sustained damage. Plast - Farb shall not be liable for any other damage than the damage on the object to be delivered. In particular, Plast - Farb shall not be liable for lost profit and other damage to the property of the Buyer and its business partners.

4.7. If explicitly required by the Buyer, Plast - Farb shall insure the transport of goods additionally on the conditions specified by the Buyer and at its expense.

4.8. In case of doubt, it is assumed that the place of performance of the contract is the seat of Plast-Farb in Toruń.

4.9. If the Buyer fails to collect the goods within the set / agreed time limit, Plast - Farb is entitled to charge the Buyer for the costs of storing the goods ordered, in the amount of 1,00zł net for each euro-pallet of uncollected items for each day of delay in collecting the goods.

Whenever time undetermined, the goods should be collected from the Plast-Farb warehouse within 7 days from the date of the call to collect the goods.

### **§5 Force Majeure**

The fulfilment of the contractual obligations of Plast - Farb shall be suspended without liability if and within the scope in which their fulfilment will be impossible or delayed due to circumstances beyond the reasonable control of Plast - Farb, especially in the event of: force majeure, disturbed functioning of the production facility not through the fault of Plast - Farb, war, armed conflict or terrorist attack, riots, fire, explosion, accident, flood, lack of electricity, earthquake, hurricane, epidemics, and other unforeseen events related to the elements, sabotage; decisions or actions of the authorities or conflicts with employees, strike, lock-out, blocking roads, ports or other commonly used points of entrance or exit, or injunction or order. Plast - Farb shall immediately inform the Buyer on the cause of the delay and the new expected date when the ordered is to be fulfilled.

## **§ 6 Payment terms**

6.1. The Buyer shall pay the price within the time specified in the contract or in an invoice, and if the payment date has not been set in the above-mentioned way – within 14 days after the issue of the invoice.

6.2. If an advanced payment is to be paid for the sold goods, Plast - Farb shall issue a “pro forma invoice” that will specify the amount of the advance payment necessary to fulfil the order. After the amount indicated in the “pro forma” invoice has been credited to the account of Plast – Farb, or after the Buyer has paid in cash, Plast - Farb shall issue an “advance payment invoice”.

6.3. The Buyer becomes the owner of the ordered goods after paying the full price for the goods within the deadline specified. Plast - Farb reserves ownership of the sold goods in the meaning of art. 589 Civil Code. The Buyer shall immediately inform Plast - Farb about any claims made by third parties and concerning the goods covered by the retention of title.

If the Buyer fails pay within the specified period, Plast - Farb has the right to demand that the Buyer returns the goods not paid for. Plast - Farb can also claim compensation if the goods are worn or damaged, especially if the value of the goods received from the Buyer is less than the amount to be paid that is indicated in the invoice.

6.4. Demanding and collecting the goods by Plast - Farb shall not be considered - if Plast - Farb makes no explicit statement to the contrary - as a withdrawal from the contract for supply, but only a collateral for the obligations of the Buyer towards Plast - Farb.

6.5. The date of payment by the Buyer shall be the date when the appropriate amount of money is credited to the bank account of Plast - Farb.

6.6. The Buyer shall not be entitled to any deductions unless it obtains a written consent from Plast - Farb.

6.7. If the Buyer fails to pay for the received goods by the time specified in at least one of the invoices, Plast - Farb has the right to demand immediate payment of all invoices that are not yet due and to suspend the delivery of the next batch. Plast - Farb can make the further supplies conditional on the payment of all liabilities of the Buyer or on providing a security.

6.8. Filing a complaint does not entitle the Buyer to withhold the payment for the goods delivered or for part of them.

6.9. The Buyer authorizes Plast - Farb to issue invoices without the signature and to send invoices electronically.

## **§ 7 Warranty and Guarantee**

7.1. Plast - Farb is liable under the warranty for defects only on the terms set out in these GTC. The warranty for defects in things provided for in the Civil Code is modified in accordance with with the provisions of this section of the GTC. Any further liability under the warranty for defects in accordance with Art. 558 § 1 of the Civil Code is excluded.

7.2. The Buyer shall check the delivered goods on receipt if their type and quantity is as specified in the contract, the order confirmation or in the invoice, as well as in terms of quality, otherwise it shall lose all rights under the warranty in reference to the damage. The acceptance report drawn up in the presence of an employee of the transport company or an employee of Plast - Farb is the only basis to consider possible complaints.

7.3. If the Buyer detects defects in the goods under the contract, it shall immediately inform Plast - Farb about them, however no later than 7 days after the day on which they were detected, in writing or by email. In the complaint the Buyer shall provide the name of the goods (order number, product number, the information on the label of the packaging), the extent of noticed defects (quantity), the circumstances and the date of their occurrence and the proposed handling of the goods if the claim is accepted by Plast - Farb. If Plast – Farb believes that for the investigation of the claim it is necessary to deliver samples of the goods being complained about, the Buyer shall send in such samples as directed by Plast – Farb, together with the complaint.

7.4. The complaint shall be investigated by Plast - Farb without delay, no later than within 14 days after the day on which the Buyer provides all information mentioned in item 7.3 of this paragraph and the samples of the goods being complained about, following the directions from Plast - Farb. Where this is justified, especially due to the complexity of the case or the need to carry out detailed tests, Plast - Farb may extend the period of the investigation of the complaint on which the Buyer agrees. Plast - Farb shall inform the Buyer about the extension of that period.

7.5. Plast - Farb shall not be liable for defects resulting from: repair, maintenance or service performed by unauthorized persons, failure to use the goods as required, storage of goods in inappropriate conditions, natural wear, faulty processing of the goods by the Buyer or third parties acting on behalf of the Buyer or contracted by it. The Buyer shall make itself acquainted with the characteristics of the purchased goods contained in the data sheet of the product concerned, in particular the terms of its storage and expiry date. The data sheet of the goods supplied by Plast - Farb, shall be provided by Plast - Farb immediately on request of the Buyer.

7.6. If the Buyer intends to use the purchased goods in mass production, the Buyer shall first carry out technological tests for the final verification of the suitability of the product for the use intended by the Buyer.

7.7. A complaint submitted after 12 months from the date of manufacture of the goods or the provision of the services shall not be investigated or considered.

7.8. If the complaint is considered justified, Plast - Farb may at its option: replace the goods with new ones, free of defects within a reasonable time dependent on the capabilities of Plast - Farb and the needs of the Buyer at the expense of Plast - Farb, reduce the price in relation to the observed defects, if despite the noticed defects the goods can be used, or remove the defect at the expense of Plast - Farb. The goods returned within the warranty become the property of Plast - Farb. If the matter is resolved in that way, no further compensation can be demanded from Plast - Farb. If the complaint is deemed justified, the costs of the transport of the goods being complained about from the delivery destination to the office of Plast - Farb shall be paid by Plast - Farb. However, Plast - Farb shall not pay for the transport of the advertised goods from the place of a further delivery, from further buyers (contracting parties of the Buyer) to the office of the Buyer.

7.9. Until the final decision on the complaint is made, the Buyer shall store the goods that are complained about in an appropriate manner to prevent the possible damage and allow an inspection and possible sampling by a representative of Plast – Farb, otherwise it shall lose the rights under the warranty.

7.10. Plast - Farb has the right to suspend the fulfilment of the Buyer's warranty claims until the Buyer pays all outstanding debts. By accepting this procedure, when the Buyer files a complaint, it resigns from using the right to offset its claims.

7.11. If the goods complained about are used before the consideration of the complaint, the rights of the Buyer under the warranty for the defects in the goods delivered shall expire.

7.12. Regardless of the warranty rights, Plast - Farb may grant the Buyer a guarantee for the delivered goods. The conditions of the possible guarantee, including the guarantee period, are provided in the text of a separate statement made by Plast - Farb only in writing.

## **§ 8 Liability of Plast - Farb**

8.1. The total liability of Piast - Farb for non-performance or improper performance of obligations as well as tort liability in relation to any or all events is limited to 100 % of the net value of the goods that are the subject of the delivery, sales or the not performed contract through which the damage was sustained.

8.2. Plast - Farb shall not be liable for any damages, claims and demands based on any grounds, and shall not be liable in any circumstances for any loss of profit, benefits, loss of contracts, increased costs (including costs related to capital, fuel and energy), loss of revenue, loss of the possibility to use, or for any possible damage, indirect and subsequent.

8.3. Plast - Farb shall not be liable for defects caused by improper storage of the goods, their further processing or improper transport if the transport risk does not lie with Plast - Farb.

8.4. The foregoing limitations of liability apply to Plast - Farb, as well as third parties, for which Plast - Farb is liable in accordance with the applicable law.

## **§ 9 Personal data protection**

9.1 By concluding a contract of sale, delivery or provision of services, the Buyer agrees to the processing of personal data in the scope including: name, surname, company name, registered office, telephone numbers, e-mail addresses by Plast - Farb as the Personal Data Administrator, for purposes related to performance of a sales or delivery contract or provision of services - to the extent regulated in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on the protection of data).

9.2. Plast -Farb declares that personal data will be processed for the following purposes:

- performance of the concluded sales contract, delivery or service contract (Article 6 (1) (b) of the GDPR),
- issuing invoices, keeping and storing accounting records (Article 6 (1) (c) of the GDPR),
- archival purposes (evidence) in the event of a legal need to prove the facts and for the possible determination, investigation or defense against claims, which is a legitimate interest (Article 6 (1) (f) of the GDPR) Plast -Farb declares that the data will be processed until the end of the limitation period for potential claims from the contract. The data included in the invoices will be processed until the end of the period by which the law requires the keeping of accounting records.

9.3. The buyer has the following rights related to the processing of personal data:

- the right to access your data and receive a copy thereof,
- the right to rectify (correct) your data,
- the right to delete data,
- the right to limit data processing,
- the right to object to the processing of data - unless the basis for data processing by Plast - Farb overrides the rights of the Buyer or that the Buyer's data are necessary to establish, assert or defend claims,
- the right to transfer data, -
- the right to lodge a complaint with the supervisory authority.

9.4. In order to exercise his rights, the Buyer should send his specific request to the e-mail address: [sales@plast-farb.com.pl](mailto:sales@plast-farb.com.pl)

## **§ 10 Final Provisions**

10.1. The agreements concluded by Plast - Farb with the Buyer shall be governed by the law of the Republic of Poland. The relevant provisions of the Civil Code and other laws shall apply to the matters not covered by the agreement and these GTD. These GTD exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

10.2. The Buyer shall immediately inform Plast - Farb about each change of its registered office or its place of residence and the address for service of correspondence. No notification means that the deliveries made to the addresses indicated in the contract or in the signed agreements or other arrangements are considered effective.

10.3. Any disputes that may arise between the Parties in connection with the fulfilment of the contract, the content of which is shaped by the provisions of these GTD, shall be settled amicably as far as possible (which is not an arbitration clause within the meaning of the Code of Civil Procedure), and ultimately at the court of law.

10.4. All the cases brought before the court fall within the jurisdiction of the Polish courts and shall be settled by the courts of law of the Republic of Poland — the court competent for the city of Torun.

10.5. If any provision is excluded from these GTD on the basis of a separate agreement referred to in § 1 item 1.2, the other provisions remain fully legally binding.

10.6. The current GTD are always available on a generally accessible website: [www.plast-farb.com](http://www.plast-farb.com)

10.7. The Buyer shall not be entitled to transfer its rights or obligations under these GTD without the prior written consent of Plast - Farb.

10.8. If any provision of these GTD is or becomes wholly or partly ineffective, it does not affect the validity of the remaining provisions of the GTD. In the event of the invalidity or ineffectiveness of a given provision, it should be replaced by another provision which reflects the intended economic purpose of the invalid provision as faithfully as possible.

10.9. The Buyer undertakes to keep secret all commercial, financial, legal, technical and technological information obtained in cooperation with Plast-Farb, which may constitute a business secret.