

**General Terms of Sale
in ART PLAST Sp. z o. o.**

1. The scope of application

- 1.1. These General Terms of Sale (hereinafter referred to as "**the GTS**") specify the rules for implementation of agreements of sale, delivery or services provision (hereinafter referred to as "**Agreements**") in relations between **ART PLAST Sp. z o. o.** with its registered office in Rzgów (95-030), ul. Pabianicka 68D, Poland, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Lodz-Midtown, XX Commercial Division of the National Court Register under KRS number 248921, NIP (tax identification number): 728-260-00-15 (hereinafter referred to as „**the Seller**”) and other entrepreneurs (hereinafter referred to as "**the Customer**") and constitute an integral part of the Agreements.
- 1.2. The GTS do not apply in relations with entities who do not conduct business activity. The GTS are applicable for implementation of Agreements, unless otherwise results from the Agreement concluded between the Seller and the Customer in writing, otherwise it will be invalid.

2. Conclusion of the Agreement

- 2.1. Any announcements, advertisements, price lists and other information of the Seller addressed to the public or to individual persons, do not constitute a Seller's offer but an invitation to conclude the Agreement.
- 2.2. The Seller declares that the products he offers for sale meet the quality criteria specified in the certificates given to those products. At the Customer's request the Seller will provide the Customer with information on the quality of the product and issued certificates.
- 2.3. The Agreement shall be concluded exclusively through:
 - 2.3.1. signing the document of the Agreement by the Seller and the Customer,
 - 2.3.2. written or e-mail confirmation of the Customer's order by the Seller,
 - 2.3.3. performance of the Agreement by the Seller compliant to the Customer's order, in particular performance of delivery.
- 2.4. Silent acceptance of the Customer's offer by the Seller is excluded.
- 2.5. The Agreement concluded with the Customer and the GTS include all arrangements made between the Customer and the Seller before its conclusion, in particular in the course of previous negotiations.
- 2.6. Amendments to the Agreement are possible only in writing, otherwise it will be invalid.

3. Prices and payment

- 3.1. The price of the product which is the subject of the Agreement and the terms of price payment, including payment deadlines, are determined with the Customer individually in the Agreement.

4. Transfer of the product and risk

- 4.1. The hand-over of the products shall take place upon receipt by the Customer or when they are entrusted to the carrier.
- 4.2. The Seller, according to his assessment, chooses the product package and shipping method.
- 4.3. At the moment of the hand-over of the product, the risk of accidental loss or damage of the product is transferred on the Customer.
- 4.4. Regardless of the above provisions if the delay in shipping the product occurred for reasons not attributable to the Seller, the risk of accidental loss or damage of the product passes to the Client at the moment when he is notified about the Seller's readiness for shipping the product.

5. Delivery time and costs

- 5.1. The Agreement performance deadline begins to run:
 - 5.1.1. from the date indicated in the Agreement or
 - 5.1.2. from the date of confirmation of the Customer's order by the Seller.
- 5.2. The Agreement performance deadlines are determined by the Parties individually. The agreed deadline of performance of the Agreement is binding only if it results directly from the Agreement or order confirmation.
- 5.3. The deadline for the performance of the Agreement shall be suspended for the duration of making necessary arrangements by the Seller and the Customer regarding performance of the Agreement or technical issues or until the Seller receives agreed advance payment.
- 5.4. If the Seller and the Customer set a deadline for the performance of the Agreement in the form of a strictly specified date, the suspension of the deadline referred to in the above point, has the effect that the deadline of performance of the Agreement is postponed for the period in which the Agreement performance was suspended.
- 5.5. Force majeure events in relation to the Seller, as well as his subcontractors, suspend deadline of the Agreement performance accordingly. The same applies to situations when obstacles in the Agreement performance are caused by decisions of public authorities, problems with electric energy or difficulties in supplying raw materials, disruptions in communication or unforeseen difficulties in delivery which the Seller could not foresee.
- 5.6. The deadline for the performance of the Agreement is met if:
 - 5.6.1. within this deadline the product was hand-over within the meaning of the point 4 of the GTS,
 - 5.6.2. within this deadline the Seller informed the Customer on the readiness to ship the product and the shipment was not made for reasons not attributable to the Seller.
- 5.7. The Seller is entitled to make deliveries in batches.
- 5.8. The Customer acknowledges that the situations in which the Seller encounters an obstacle in performance of the Agreement as a result of untimely deliveries from his subcontractors cannot be considered as the Sellers's delay.

6. Return of the products, financial status of the Customer

- 6.1. The Customer may not return the delivered products without the Seller's prior written consent, otherwise being invalid. In case of giving the consent by the Seller, all costs associated with the return of the products are charged to the Customer.

- 6.2. If the Seller reasonably believes that the Customer's fulfilment of the obligations resulting from the Agreement is doubtful because of the Customer's financial status, the Seller is entitled to suspend delivery, indicating the Customer an appropriate deadline in which the Customer, at his sole discretion, either will fulfil his obligation at the same time with the hand-over of the products to him or will establish an appropriate security for the performance of his obligations.

7. Reservation of ownership title of the sold product

- 7.1. The Seller reserves the ownership of the delivered product until the Customer pays the price for the product.
- 7.2. Until the price for the product has been paid in full, the Customer agrees not to transfer to another party any contingent ownership of the product to a third party without the Seller's written consent.
- 7.3. In case of breaching the above obligation the Customer shall be obliged to pay the Seller a contractual penalty in the amount of 20% of the product value which contingent ownership was sold. The foregoing does not preclude the possibility of seeking redress up to full extent of the suffered damage by the Seller.
- 7.4. In the event of the Customer's breach of the obligations, in particular delay in payment of the price, the Seller is entitled to demand from the Customer an immediate return of the products at the Customer's cost and risk.

8. Liability for defects and complaints

- 8.1. The Seller is liable to the Customer for defects of products on the terms of warranty subject to the following provisions. The Seller's liability under the implied warranty going further than specified in the following provisions, is excluded.
- 8.2. The Customer is obliged to examine delivered products immediately after their receipt however not later than within 5 days from the date of the receipt. On that date the Customer is obliged to inform the Seller about notified defects in writing. If the Customer does not inform the Seller about notified defects within the deadline specified above, **the Customer loses the warranty rights in the scope of defects which were visible at the moment of receipt of the product.**
- 8.3. Product defects which were revealed later than indicated in the point above and were not visible at the time of receipt of the product can be notified to the Seller by the Customer within 5 days from the date of its detection however not later than 1 year after receipt of the product. The Seller is liable under the warranty only if the defect is detected before the lapse of 1 year from the date of product receipt.
- 8.4. The Customer cannot raise claims under the implied warranty in the event of irrelevant differences between delivered product and the product description in the Agreement or insignificant limitation of the product's usability, condition or quality connected with the product's improvement.
- 8.5. The Seller is not liable for the product defects caused by third parties activity, improper storage or chemical factors impact.
- 8.6. **The condition for using complaint rights under the warranty is delivering to the Seller the product** and the description of the defects notified by the Customer. The costs of delivery of the product to the Seller shall be incurred by the Customer however if the complaint is considered as justified the Seller shall return to the Customer documented costs of the product delivery to the Seller.
- 8.7. After delivery of the product which is the subject of the complaint to the Seller, the Seller shall begin examination of the product, including undergoing laboratory tests to determine whether product defects notified by the Customer take place.
- 8.8. **If the product which is the subject of the complaint is not delivered to the Seller, the complaint will be considered as not made.**
- 8.9. The Seller shall respond to the Customer's complaint within 1 month from the date of the product delivery to the Seller by the Customer.
- 8.10. If the warranty claims are justified the Seller can, at his sole discretion, deliver a new product instead of a defective one or repair the defective product or return paid price of the product to the Customer taking over the ownership of the product.
- 8.11. The costs of repair or replacement of the product shall be incurred by the Seller, provided that:
- 8.11.1. in case of delivering of a new product the Seller bears only costs of its delivery to the place of delivery of originally delivered product,
- 8.11.2. the Seller does not bear additional costs related to the repair or replacement of the product, in particular costs related to provision of an access to the product location or an installation, disassembly of the product, transport of defective, repaired or new products, waste disposal, travel and time of travel, provision of lifts or scaffoldings.
- 8.12. If the Customer's claim under the warranty is not justified, the Seller may demand from the Customer reimbursement of any costs incurred by the Seller in connection with consideration of the Customer's claim.
- 8.13. Raising claims under warranty does not release the Customer from the obligation of paying the price for received products.
- 8.14. **The Customer can use complaint rights under the warranty after paying the full price of the product and after keeping remaining payment terms**, upon fulfilment the remaining requirements indicated in the section 8 of the GTS, including those specified in the points 8.2 and 8.6 of the GTS.

9. Liability

- 9.1. The Seller is liable due to performance of the Agreement for damages caused intentionally or resulting from gross negligence. The Seller's further liability is excluded.
- 9.2. The restriction indicated in the point above does not apply in cases if the Seller accepted an additional contractual guarantee liability in writing.
- 9.3. The Seller's liability for damages caused to the Customer (regardless to the legal basis) is limited to the value of the product sale price resulting from the Agreement non-performance or improper performance of which was the cause of the damage.
- 9.4. The Seller is not responsible for the gains that the Customer could achieve if he did not suffer damage (lost gains).

10. Final provisions

- 10.1. The GTS are valid from 1st June 2019.
- 10.2. Any disputes related to the Agreement and the GTS will be subject to the jurisdiction of Polish courts. Disputes will be considered by common court with jurisdiction over the seat of the Seller.

- 10.3. The GTS and the Agreements are subject to the Polish law. In cases not regulated by the GTS or the Agreement the provisions of the Polish Civil Code shall apply.
- 10.4. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded.
- 10.5. If any provisions of the GTS is recognised as invalid, this does not prejudice the validity of the remaining ones. In addition the Parties are obliged to interpret the remaining provision of the GTS in such a way as to achieve the purpose of the invalid provision in the greatest scope.
- 10.6. The GTS was prepared in Polish and English language versions. In the event of discrepancies between the language versions the Polish version shall prevail.