

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

**to the European Union market**

**dated 15 May 2023**

## **§1**

### **General Provisions**

1. These General Terms and Conditions of Sale define the rules governing contracts for the sale of goods offered by **"ELPLAST+" Sp. z o.o.** with its registered office in Jastrzębie-Zdrój, ul. Niepodległości 8, registered under the National Court Register (KRS) number: **0000112824**, NIP: **633-19-71-812**, REGON: **276077840**.
2. The following terms have the meaning provided below:
  - 2.1. GTCS – these General Terms and Conditions of Sale;
  - 2.2. Seller – **"ELPLAST+" Sp. z o.o.** with its registered office in Jastrzębie-Zdrój, ul. Niepodległości 8, registered under the National Court Register (KRS) number: **0000112824**, NIP: **633-19-71-812**, REGON: **276077840**;
  - 2.3. Buyer – a natural person, legal person or an organizational unit other than a legal person which is granted legal capacity under a separate Act, conducting business activity.
  - 2.4. Parties – collectively, the Seller and the Buyer;
  - 2.5. Goods – movable items sold by the Seller as part of the Seller's business activities, manufactured by the Seller or a third-party manufacturer;
  - 2.6. Working days – weekdays from Monday to Friday, excluding public holidays, referred to in Article 1 section 1) of the Polish Act of 18 January 1951 on non-working days, i.e. 1 January, 6 January, the first day of Easter, the second day of Easter, 1 May, 3 May, the first day of Pentecost, Corpus Christi, 15 August, 1 November, 11 November, 25 December, 26 December. A non-working day is also a day that may be announced by the Prime Minister of the Republic of Poland by way of an order if a state of epidemic threat or a state of epidemic has been invoked;
  - 2.7. Force Majeure – an unforeseen event, beyond the control of the Parties, occurring after the conclusion of the Contract, which the Party is unable to prevent while exercising due diligence, e.g. natural disasters, acts of terror, accidents, explosions, nuclear accidents, fire, flood, earthquake, war, pandemic, quarantine or isolation imposed by any state or local authority or other similar restrictions, mobilization, hostilities, requisition, embargo, closure of borders or any other orders of state or local authorities, directly or indirectly affecting the ability to perform the Contract;
  - 2.8. Civil Code or CC – the Polish Act of 23 April 1964 – Civil Code (consolidated text of 8 October 2020, Journal of Laws of 2020, item 1740, as amended);





- 2.9. Offer - the Seller's statement of intent, addressed to the designated Buyer, containing at least the specification of the Goods, unit prices and the total price, the offer expiry date and the delivery date;
- 2.10. Order - the Buyer's statement of intent accepting the Offer, submitted before the expiry date thereof, in writing or in documentary form;
- 2.11. Contract - the contract of sale between the Seller and the Buyer;
3. GTCS shall form an integral part of the Contracts concluded by the Seller with the Buyers which involve the Goods. In the event of any discrepancies between the Contract and the GTCS, the provisions of the Contract shall prevail, subject to §8 sections 1, 6 and 7 of the GTCS which apply in any case.
4. The Buyer shall be bound by the terms of the GTCS, if delivered to the Buyer before the Contract is concluded. If the Contract is concluded by means of remote communication (e.g. via e-mail), the Seller shall make the GTCS available to the Buyer before the Contract is concluded in such a way that the Buyer is able to store and reproduce the GTCS in the normal course of business, in particular as an attachment to an e-mail message.
5. Requests for Offer and Orders shall be placed on behalf of the Buyer only by a person authorized to represent the Buyer, in accordance with relevant provisions of national law applicable to the Buyer, or a person designated by a person authorized to represent the Buyer. The Seller reserves the right to request proof of the person's appropriate authorization to submit and receive statements of intent on behalf of the Buyer at every stage of contact, in particular before and after the Contract is concluded. At the request of the Seller, referred to in the preceding sentence, the Buyer shall be required in particular to present an extract from the relevant register kept by the national authority competent for the Buyer, confirming the person's authorization to represent the Buyer, and if there is no such a register under the law applicable to the Buyer or the register is kept in such a way that details of authorized representatives are not recorded therein, to present an appropriate document confirming the person's authorisation to represent the Buyer, including an appropriate power of attorney, if the Buyer acts through a proxy or an intermediary.
6. The GTCS shall not apply to sale to consumers.

## **§2**

### **Conclusion of the Contract**

1. Advertisements, catalogues, brochures, price lists and other announcements about the Seller's Goods addressed to the general public or to individual persons shall not constitute an offer within the meaning of the Civil Code or the GTCS but only an invitation to conclude a Contract. In addition, the Seller's statement of intent which does not contain all the elements specified in §1 section 2.9 of the GTCS shall not constitute an Offer.
2. Unless otherwise stated, the prices included in the product price list and in the Offers shall be net prices without VAT.
3. The Contract for the sale of Goods may be concluded under the negotiation or offer mode.





4. Under the offer mode, the Buyer shall send a request for offer to the Seller, on the basis of which the Seller shall prepare an Offer to be presented to the Buyer.
5. The Contract is concluded under the offer mode when the Buyer places the Order, unless otherwise provided in the framework agreement or other agreement concluded by and between the Buyer and the Seller.
6. The Buyer's statement of intent which is submitted in response to the Offer but modifies the content thereof or is submitted after the date stated in the Offer shall not be considered an Order but an entry into negotiations.
7. If the Parties conduct negotiations, the Contract shall be concluded when the Parties reach an agreement regarding all the provisions thereof that have been negotiated.
8. Requests for Offer may be submitted:
  - 8.1. electronically via e-mail at one of the addresses provided on the website [https://elplastplus.pl/\(Contact \[Kontakt\] section\)](https://elplastplus.pl/(Contact [Kontakt] section))
  - 8.2. by fax +48 32 4711 043,
  - 8.3. by telephone at one of the telephone numbers provided on the website [https://elplastplus.pl/\(Contact \[Kontakt\] section\)](https://elplastplus.pl/(Contact [Kontakt] section)).
9. The request for Offer shall specify the catalogue number of the Goods, full name and address of the Buyer, quantity of the Goods ordered, date and place of delivery.
10. The Seller accepts requests for Offer from Monday to Friday from 7:00 am to 3:00 pm. Orders placed after 12:00 noon shall be processed on the next business day.

### §3

#### Terms of delivery

1. Unless otherwise agreed by the Parties, the delivery shall be effected by collecting the Goods from the Seller's warehouse located in the territory of the Republic of Poland at the address: Jastrzębie-Zdrój, ul. Niepodległości 8. The Seller shall make the Goods ready for collection on the last day of the agreed period. If the Goods are to be collected in tranches or before the agreed date, this shall be agreed with the Seller (Sales Department). The Buyer shall provide an appropriate means of transport at the Buyer's own expense. The loading shall be handled by the Seller. The risk of damage or accidental loss of the Goods shall pass to the Buyer when the loading is completed.
2. If the Parties have agreed in the Contract that the Seller shall handle the delivery of the Goods to a designated place, then the Seller, within the agreed period, shall deliver the Goods in whole or in tranches at the Buyer's expense, unless the Parties agree otherwise. The Buyer's obligations shall include unloading the Goods using the Buyer's own human resources and equipment. The risk of damage or accidental loss of the Goods shall pass to the Buyer when the loading is commenced. The risk of damage to the means of transport during unloading shall be borne by the Buyer. The Buyer shall not refuse to accept partial deliveries of the Goods. The Seller shall notify the Buyer of the date of partial delivery at least two Business Days in advance.
3. The Buyer shall be required to collect the Goods on the agreed date.





4. If the Goods are collected by the Buyer's representative, they should present a written authorization to collect the Goods and the invoice.
5. The Buyer or the Buyer's representative shall be required to check the quantity and type of Goods when collecting them, and to confirm the receipt of the Goods in writing.
6. Any missing quantities of the Goods or visible damage should be recorded in writing in the document confirming the receipt of the Goods.
7. If the Buyer delays the payment to the Seller for any reason, the Seller may withhold all or some of the deliveries until the payment is effected.
8. The Seller shall have the right to withdraw from the Contract in the event of the ineffective expiry of the period for collection of the Goods. The statement of withdrawal may be submitted within 120 days of the last day of the period for collection of the Goods. If the Goods are to be collected in tranches, the Seller shall have the right to withdraw from the Contract also with regard to an uncollected tranche of the Goods.

#### **§4**

#### **Terms of payment**

1. The basis for issuance of a VAT invoice shall be the confirmation of receipt of the Goods, referred to in §3 section 5 of the GTCS. The Buyer's refusal to sign the confirmation of receipt shall not prevent the issuance of a VAT invoice.
2. The price shall be paid by the date and in the amount specified in the proforma invoice or VAT invoice issued by the Seller. The Buyer shall effect payments in the currency and to the bank account stated in the proforma invoice or VAT invoice.
3. The day of payment shall be the day on which the Seller's bank account is credited. The price (portion of the price) shall be considered paid when it is recorded in the bank account with the number stated in the proforma invoice or VAT invoice.
4. The Seller shall deliver the proforma invoice and VAT invoice to the Buyer in electronic or other agreed version.
5. The Seller shall retain the ownership of the Goods sold until the full price is paid. If the Buyer delays the payment of the price, the Seller may demand that the Buyer return the Goods or collect the Goods from the Buyer, and may also demand remuneration for wear and tear of or damage to the Goods.
6. The Seller shall have the right to demand prepayment for the Goods, in whole or in part, to secure the Seller's delivery.
7. The Seller allows for the possibility of granting the Buyer a rebate if the Buyer pays the full price before the due date (discount), but only in cases where the discount and the terms thereof are stipulated in the offer addressed to the Buyer. If a discount is stipulated in the offer addressed to the Buyer, it shall state the amount of rebate to be received by the Customer if the full price is paid before the due date.
8. If there is any delay in payment, the Seller shall have the right to charge maximum interest for delay within the meaning of the Civil Code.





9. The Seller reserves the right to change the price of the Goods sold if the purchase price of the raw material purchased by the Seller to manufacture the Goods sold differs by at least 5% from the purchase price of the raw material listed in the Offer, in the period from the date of conclusion of the Contract to the date of manufacture of the Goods or the relevant tranche of the Goods. The change in price must be proportional to the change in the purchase price of the raw material. The change in the price of the Goods shall take effect as of the date of sending a written notice of the change in price to the Buyer.
10. If the Buyer does not accept the change in the price of the Goods, the Buyer shall have the right to withdraw from the Contract within 3 working days of receipt of the notice of the change in price sent by the Seller to the Buyer via e-mail.

## **§5**

### **Limitation of liability**

1. The Seller shall not be liable for the effects of Force Majeure, in particular for delays in delivery or inability to perform the Contract. The Seller shall immediately notify the other Party in writing or via an electronic message (e.g. e-mail, text message, etc.) of the Seller's inability to perform their contractual obligations due to Force Majeure. The deadline for performance of the Seller's obligations shall be suspended from the date of the notice given to the Buyer.
2. If the duration of Force Majeure exceeds 30 days, each Party shall be entitled to withdraw from the Contract with respect to the tranche of the Goods that have not been delivered. The statement on withdrawal shall be submitted within the period of the next 14 days.
3. The Seller shall not be liable for lost benefits, loss of profits, reduction in the manufacturing volume, sales or revenues, indirect damages, obstacles to the performance of obligations towards third parties or loss of contractual benefits. The Seller's overall liability for any damages caused by non-performance or negligent performance of the Contract or occurring in connection with non-performance or negligent performance of any contractual obligations, whether in contract, tort or otherwise, shall not exceed the total amount of 10% of the net price (excluding VAT) actually paid by the Buyer to the Seller. The above limitations of liability shall not apply if the Buyer has suffered damage due to gross negligence or wilful misconduct of the Seller.
4. The Buyer shall be entitled to demand payment of compensation, on any basis, in writing, otherwise null and void. The Buyer shall not be entitled to compensation if the Buyer has not demanded payment of compensation in writing, otherwise null and void, within 3 months from the date of delivery of all the Goods or that tranche of the Goods to which the demand is related.

## **§6**

### **Warranty and complaints**





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1. The Seller shall grant warranty for the quality of the Goods sold and used in the territory of the European Union.
2. The Seller warrants that the Goods sold by them shall retain the properties specified by the manufacturer for a period of 24 months from the date of their delivery, unless otherwise agreed.
3. Under the warranty, the Seller shall be liable for defects in the Goods upon the transfer of the risk of their damage to the Buyer, if the defect became apparent during the warranty period.
4. The Buyer shall be required to read the manufacturer's recommendations and instructions or guidebooks regarding the Goods purchased, posted on the manufacturer's website. Recommendations and instructions for the Goods manufactured by the Seller are posted on the website <https://elplastplus.pl/> or are available on demand. In case of any doubt, in particular regarding the properties of the Goods, their use or assembly, the Buyer shall be required to ask the Seller for recommendations or instructions. The use of the Goods by the Buyer contrary to the recommendations or instructions of their manufacturer or failure to ask for recommendations or instructions shall exclude the Seller's liability under the warranty.
5. If the Seller has delivered, in the performance of the Seller's obligations, non-defective Goods to replace defective Goods or has made major repairs to the Goods, the warranty period shall run anew from the date of delivery of non-defective Goods or return of repaired Goods. If the Seller has replaced a tranche of the Goods, the preceding sentence shall apply to the replaced tranche.
6. The Seller's liability under the statutory warranty shall be excluded.
7. Complaints shall be reported to the Seller immediately by e-mail, in writing at the address of the Seller's registered office or by fax, by completing the complaint report or using the complaint form available on the website <https://elplastplus.pl/>.
8. Each complaint shall contain at least: the name of the Goods under complaint and their catalogue number, if any, the number of the items under complaint, the product lot number, the contact person for the complaint, full details of the complainant and a detailed description of the defect of the Goods. The complaint shall be accompanied by a copy of the invoice for the purchase of the Goods under complaint and appropriate photographic documentation.
9. If the Buyer fails to comply with the requirements referred to in section 8, the Seller shall be entitled to request that the Buyer complete the complaint. If the complaint is not completed within 7 days, the Seller shall be entitled to leave the complaint unprocessed or reject the complaint if supplemented after the deadline.
10. The Buyer shall not be authorized to withhold any payment due to the filing of a complaint, unless the complaint was previously recognized by the Seller who specified the withheld amount.
11. The Buyer shall no longer be authorized to file a complaint involving quality defects of the Goods if the Buyer fails to file a complaint within five working days from the date of their detection, on the last day of the warranty period at the latest.



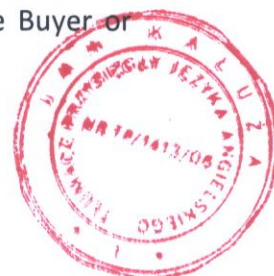


12. The Buyer shall no longer be authorized to file a complaint involving missing quantities of the Goods and visible damage to the Goods if the Buyer fails to fulfil the obligation referred to in §3 section 6 of the GTCS.
13. The Buyer shall be required to cease using the Goods under complaint immediately after finding the defect, unless otherwise agreed by the Buyer and the Seller. The Seller may inspect the Goods under complaint at a place agreed with the Buyer. The Buyer shall not be entitled to return the Goods under complaint to the Seller without the Seller's written consent, especially before the complaint has been processed. If the Seller is not the manufacturer of the Goods under complaint, the Buyer shall not be entitled to return the Goods directly to the manufacturer.
14. The Seller shall be required to process the complaint and notify the Buyer of the outcome within 14 days from the date of receipt of the complaint. If the Seller had demanded that the Buyer complete the complaint, the deadline for the processing of the complaint shall be suspended and shall run anew from the date when the complaint is completed by the Buyer, as demanded by the Seller. If the processing of the complaint depends on the decision of the manufacturer of the Goods, the waiting time for the manufacturer's opinion shall not be included in the time for the processing of the complaint.
15. If the complaint is found legitimate, the Seller may, at their own discretion, replace the Goods with non-defective Goods, reduce the price of the Goods under complaint, remedy the defects of the Goods or refund an equivalent of the price paid by the Buyer for the Goods under complaint. If the complaint is resolved in the above-mentioned manner, the Buyer shall not be able to claim further compensation.
16. The Seller shall have the right to withhold the fulfilment of the Buyer's claims related to the complaint until the Buyer effects all overdue payments to the Seller.

## **§7**

### **Termination of the Contract**

1. The Seller shall be authorized to suspend the delivery of the Goods and, at the Seller's own discretion, to withdraw from or terminate the Contract with immediate effect if any of the following events occurs:
  - 1.1. the Buyer fails to perform any contractual obligations or performs them in a negligent manner;
  - 1.2. the Buyer ceases to conduct their business, namely the Buyer actually ceases to conduct their business, initiates liquidation or liquidates their business or initiates any other procedure provided for by the national law applicable to the Buyer, the purpose or possible effect of which is to discontinue the Buyer's business;
  - 1.3. the Buyer delays payments by more than 7 days;
  - 1.4. the Buyer initiates restructuring proceedings, files a petition for bankruptcy or initiates proceedings or files a petition provided for by the national law applicable to the Buyer, the purpose or possible effect of which is to restructure the Buyer or declare the Buyer bankrupt;





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- 1.5. any court, administrative, security or enforcement proceedings are initiated against the Buyer, which may somehow affect the performance of obligations by the Buyer;
2. The Buyer shall be required to notify the Seller immediately, not later than within 5 days, of the occurrence of circumstances that may affect the Buyer's ability to perform their contractual obligations, and in particular of each of the circumstances listed in section 1 above.
3. The Seller shall have the right to exercise the rights referred to in section 1, upon having requested the Buyer to provide written explanations regarding the events giving rise to withdrawal from or termination of the Contract. The Buyer shall be required to present written explanations within 7 days from the delivery of the request.
4. The period for withdrawal from the Contract shall be 90 days from the date the Seller becomes aware of the occurrence of at least one of the circumstances referred to in section 1.
5. Withdrawal from the Contract for reasons stated in section 1 shall be tantamount to withdrawal for reasons attributable to the Buyer.
6. Withdrawal from or termination of the Contract shall not affect the performance by the Buyer of the obligation to pay for the Goods that have already been delivered by the Seller. In case of withdrawal from or termination of the Contract, the Buyer shall be required to collect from the indicated Seller's warehouse the Goods manufactured in accordance with the accepted order until the day when the statement of withdrawal from or termination of the Contract is submitted, and pay the price for these Goods on the basis of the VAT invoice issued.
7. Once the order has been placed, the Buyer shall not withdraw from the Contract without the consent of the Seller.

**§8**

**Miscellaneous**

1. The Contract and the GTCS as well as the obligations under the Contract and the GTCS shall be governed exclusively by Polish law, subject to §1 section 5 and §7 section 1 subsections 1.2 and 1.4, insofar as these provisions refer to the national law applicable to the Buyer, namely to examine the right to represent and examine the existence of grounds for withdrawal from or termination of the Contract. In matters not covered by this Contract and the GTCS, the provisions of Polish law shall apply.
2. If certain provisions of the GTCS are invalid as a result of the introduction of different statutory regulations, the remaining provisions shall remain valid.
3. The Buyer shall immediately notify the Seller in writing of any change of their registered office or place of residence and address for service, including e-mail address. Failure to notify means that any deliveries to the previously stated addresses shall be deemed effective.
4. An amendment to the Contract of sale shall be in writing otherwise null and void.





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5. The Buyer shall not be entitled to submit a statement of set-off against the Seller. The Buyer shall not transfer any contractual rights or obligations to third parties without the written consent of the Seller.
6. Polish courts shall have exclusive jurisdiction in all matters that may arise out of the Contract or the GTCS. In the first place, the Seller and the Buyer shall seek to resolve on an amicable basis any disputes arising in connection with the performance of contracts governed by these terms and conditions. If the Parties are unable to resolve the dispute on an amicable basis within 30 days from the date of commencement of the talks, the court having jurisdiction over the registered office of the Seller shall be competent to resolve the dispute.
7. In the event of any discrepancies between the English version of the GTCS and another language version of the GTCS, the English text shall prevail as the only appropriate one for the interpretation of the provisions of the GTCS by the Parties.
8. The above text of the GTCS shall be valid from 15 May 2023.

END OF TRANSLATION

I, Jan J. Kaluza, Attested Translator, entered under No. TP/1413/06 into the register maintained by the Minister of Justice, hereby certify the foregoing text to be a true and accurate translation of the document produced to me. Witness my hand and official seal, Chorzow, this 16<sup>th</sup> day of May, 2023

Repertory No. 496/2023

Jan J. Kaluza, M.A.

Attested Translator and Interpreter of English

