

GENERAL TERMS AND CONDITIONS OF SALE

1. General

- 1.1. The present General Terms and Conditions of Sale (OWS) refer to foil and foil products offered by Foliarex Sp. z o.o. Słubice. OWS constitute full and exclusive definition of sale contract being concluded through the Purchaser's order for products' delivery and the order confirmation by Foliarex Sp. z o.o. Słubice and constitute an integral part of that contract.
- 1.2. OWS is considered approved upon the Purchaser's receipt of the order confirmation. Any additional or deviating terms of sale and other arrangements will be applicable to the degree they were accepted by Foliarex Sp. z o.o. Słubice in written form only.
- 1.3. All the matters not provided for in the present terms and conditions the provision of the Civil Code shall apply to, and any disputes shall be referred to a Common Court, competent for the registered office of Foliarex Sp. z o.o. Słubice.

2. Order submission and confirmation

- 2.1. Before submitting the order the Purchaser receives the offer of Foliarex Sp. z o.o. Słubice and product's technical specification accompanied by the General Terms and Conditions of Sale.
- 2.2. Any Purchaser's requests about delivery dates and prices shall be replied to in writing (letter, fax, e-mail) which shall not, however, constitute a sales contract, yet.
- 2.3. Prices are being agreed with customers depending on quantity of products, terms of payment, additional technical requirements and terms of transport. Price shall not include VAT, customs and other obligatory fees.
- 2.4. In order to conclude a sales contract the Purchaser shall submit a written order, which shall not be binding until confirmed.
- 2.5. The order confirmation by Foliarex Sp. z o.o. Słubice shall be executed in writing and shall define both parties, subject of contract and terms of contract execution based on the product's technical specification and General Terms and Conditions of Sale.

3. Deliveries and raising objections upon the receipt of the delivery

- 3.1. Products shall be delivered in accordance with the order confirmation as a secured palletised cargo. Palletised cargo shall contain a packing list.
- 3.2. In case the delivery is delayed as a result of events remaining beyond the control of Foliarex Sp. z o.o. Słubice – the force majeure circumstances including flood, strikes, road blockades or traffic accidents, power blackouts or raw materials delivery stoppages – delivery date shall be prolonged respectively.
- 3.3. Deliveries may be abandoned or suspended without any Foliarex Sp. z o.o. Słubice's liability, if the Purchaser is subject to any bankruptcy proceedings, composition proceedings, declared insolvent or there is a risk of attachment or assignment of payments to the benefit of the Purchaser's creditors, or in case the Purchaser is in arrears with the payments due to Foliarex Sp. z o.o. Słubice.
- 3.4. Any objections related to quantity or quality of the delivery upon its receipt by the authorised Purchaser's representative may refer to:
 - visible mechanical damages, getting the load dirty or wet,
 - any non-compliance of the delivery with the packing list related to product's type and/or number of collective packages.In such a case the Purchaser shall immediately record the objections on the waybill document and execute a damage report in cooperation with the carrier. The Purchaser is entitled to refuse the receipt of the delivery in part or in whole. The objection note shall identify the delivery, carrier and pallet unit the objection refers to.

4. Complaints

- 4.1. Complaints may refer to:
 - product's non-compliance with the order,
 - manufacturing defects,
 - non-compliance of product quantity in collective packages - quantity of products on pallets or rolls,
 - legal defects, e.g. lack of documents allowing the products to be launched for sale.
- 4.2. The ground for examining the quality and legal complaints shall be the document of purchase or its number, label of complained product and complaint note submitted on an original complaint form which shall contain detailed defect's description and any evidence, if possible (sample, photo documentation, etc.).
- 4.3. The ground for examining the quantity complaint shall be the packing list or good dispatched note (WZ).
- 4.4. Quantity and legal complaints shall be submitted within 7 days from the date the defect was found, not later however than three months from the date the goods were received. After the expiration of that term the complaints will not be examined.
- 4.5. Quality complaints shall be submitted within 7 days from the date the defect was found.
- 4.6. The complaint form is available at Foliarex Sp. z o.o.'s website: www.foliarex.com.pl
- 4.7. Compliant note shall not entitle to suspension of payment for the ordered goods.
- 4.8. Complaints will not be accepted in case the products were incorrectly stored or used.
- 4.9. In any case the compliant and other compensation claims shall be limited to the value of the complained quantity of goods in the delivery in question.
- 4.10. On no account Foliarex Sp. z o.o. Słubice shall be liable for any lost profits, indirect damage, consequential damage and losses resulting from production stoppages.

5. Transfer of title

- 5.1. Irrespectively of the delivery, the title to goods shall not be transferred until the Purchaser's full payment for the goods, including all the other amounts due to the Seller.

6. Terms of payment

- 6.1. Payments shall be executed within agreed terms, presented in the sale invoices. If the payment is delayed beyond the agreed date, Foliarex Sp. z o.o. Słubice is entitled to charge statutory interest without prior notice.
- 6.2. Payments shall be executed exclusively onto the Foliarex Sp. z o.o. Słubice's bank account presented in the invoice, without any deductions, fees or transfer costs. Any suspension of payment in whole or in part with regard to any Purchaser's claims is not allowed. The accepted complaint can be settled pursuant to a correction invoice only and settled by wire transfer onto a bank account or by a set off with the Purchaser's liabilities.

7. Final provisions

- 7.1. Any contract-related information and documents are considered a trade secret of Foliarex Sp. z o.o. Słubice and cannot be disclosed to any third parties without its written consent, or otherwise used by the Purchaser. It also refers to information the Purchaser has obtained by the way and with regard to the contract conclusion and performance.
- 7.2. The present General Terms and Conditions of Sale come in force on 26.04.2016.

Foliarex Sp. z o.o. in Słubice
Sales Director

mgr Piotr Lipczyński