

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 P.W. Foliarex Sp. z o.o.. OWS constitute full and exclusive definition of sale contract being concluded through the Purchaser's order for products' delivery and the order confirmation by P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o.

2. Order submission and confirmation

- 2.1. Before submitting the order the Purchaser receives the offer of P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o. – 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 P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o.
- 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. Complaints should be submitted in writing, specifying the type of product being complained about, quantity, description of a defect found of processing problems.
- 4.3. The basis for considering qualitative and legal complaints is the presentation of a purchase or delivery document (WZ or shipping specification), labels of the product being complained about, and providing evidence of the reported non-compliance in the form of photos, films, samples with a marked defect.
- 4.4. The ground for examining the quantity complaint shall be the packing list or good dispatched note (WZ).
- 4.5. Qualitative, quantitative and legal complaints should be submitted immediately after the discrepancy is detected, but no later than three months from the date of receipt of the ordered goods. After this date, complaints will not be considered.
- 4.6. Complaint note shall not entitle to suspension of payment for the ordered goods.
- 4.7. Complaints will not be accepted in case the products were incorrectly stored or used.
- 4.8. In any case the complaint and other compensation claims shall be limited to the value of the complained quantity of goods in the delivery in question.
- 4.9. On no account P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o. 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 P.W. Foliarex Sp. z o.o. 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 01.06.2020.

P.W. Foliarex Sp. z o.o.
Board Member
Łukasz Borowiak