

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND/OR SERVICES

Eurofoam Polska Spółka z o.o.
Zgierz, July 2020, revision no. 03

Preamble

These General Terms and Conditions of Sale of Goods and/or Services of Eurofoam Polska Sp. z o.o. with its registered office in Zgierz effected by the Company's Management Board's resolution as from 01 July 2020 shall apply to orders placed for Goods and/or Services manufactured by Eurofoam Polska sp. z o.o. with its registered office in Zgierz ul. Szczawińska 42.

The General Terms and Conditions of Goods and/or Services of Eurofoam Polska Spółka z o.o. 95-100 Zgierz ul. Szczawińska 42, registered by the District Court for Łódź – Śródmieście in Łódź, 20th Commercial Department of the National Court Register under KRS number 000002202, Tax ID NIP 732 000 07 26, BDO [Waste management database] 000023078 set out the rules of sale of goods and services.

Eurofoam Polska Spółka z o.o. has the status of a large entrepreneur within the meaning of Art. 4(6) of the Act of 08 March 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2019 item 118, consolidated text of 21 January 2019 as amended).

I. GENERAL PROVISIONS

1.1. Definitions:

- Terms and Conditions of Sale or GTS –shall mean these General Terms and Conditions of Sale of Goods and/or Services,
- Seller/Service Provider – shall mean Eurofoam Polska Sp. z o.o.,
- Order – shall mean a declaration made on behalf of a Purchaser and sent to the Seller by an authorised person, expressing a will to enter into a sale contract,
- Purchaser – shall mean any domestic or foreign entity (legal or natural person) purchasing goods from the Seller
- Party – shall mean the Seller, the Purchaser or both parties jointly,
- Goods – a product and/or service.

1.2. Documents Required

At the first transaction, the Purchaser is required to present the following documents:

- A copy of a current extract from the National Court Register or a copy of a current certificate of an entry to the register of business activity;
- A copy of NIP, REGON and BDO certificates.

1.3. Making a Contract

A sales contract shall come into force only after the Seller confirms an order or completion thereof, whichever occurs first.

The sale is based on these General Terms and Conditions of Sale. In each case the acceptance of delivery or collection of goods shall be deemed to be the acceptance of sale and of the General Terms and Conditions of Sale of Goods and/or Services of Eurofoam Polska Sp. z o.o.

Contractual provisions shall be governed by Polish law only.

1.4. General Reservations

The time of readiness for delivery arises upon notifying the Purchaser of the date of collection or delivery.

If the Purchaser refuses to accept delivery of the goods or to collect the goods after expiry of the indicated deadline for delivery or collection, the Seller shall have the right to withdraw from the contract or claim compensation for breach of the contract.

As compensation the Seller is entitled, without a need to submit any special documentary evidence, to claim 20% of the value of the goods which were not accepted or collected.

In case of claims asserted against the Purchaser for violation of industrial property rights in connection with the manufacture of goods according to the Purchaser's specification, the Purchaser shall protect the Seller against such claims.

Any models, samples, drawings, descriptions or other materials, including templates and tools made by the Seller or by third persons upon the Seller's request shall remain the Seller's property and shall be protected by the Seller's copyright, even if the Purchaser covered part of their costs. Without the Seller's written consent such items cannot be made available to any third persons.

If the templates, tools, samples, models, drawings, etc. provided by the Purchaser are stored by the Seller, such items shall be stored at the Purchaser's cost and risk.

In the event when the Seller manufactures goods according to the models, samples, drawings or other documents provided by the Purchaser, the responsibility for lawful use of such materials shall be borne by the Purchaser.

1.5. Orders

Orders placed by the Purchaser can be made in writing, sent by post or by means of electronic communication, with a written confirmation by the Seller.

A sale contract is made upon confirmation of the Purchaser's Order by the Seller on conditions specified in the order confirmation. If the conditions set out in the order confirmation significantly differ from the Order, a sale contract is made after new conditions are approved by the Purchaser.

Any information on properties of the goods and manufacture thereof provided in the website, catalogues, brochures, advertisements or price lists are for information only, unless they have been expressly confirmed as binding and constituting an integral part of an offer.

All the goods shall be made according to applicable company standards unless agreed otherwise with the Purchaser.

The Seller shall not be held responsible for use of our goods by the Purchaser for purposes other than mentioned in a product data sheet. The Seller reserves the right to make improvements and modifications in the goods, which do not have negative effects on parameters of goods offered. In the case of orders for agreed quantities, the Seller reserves the right to immediately execute the order and deliver the goods for the entire order. After an order is placed, any changes are possible, if the Purchaser had expressly reserved in writing its right to make such changes.

Placing an order by the Purchaser shall not be binding for the Seller and no reply from the Seller cannot be deemed to be the tacit acceptance of the order.

II. TYPE AND SCOPE OF DELIVERY

2.1. Delivery

Goods are sold according to Incoterms 2020.

If the Purchaser provides its own means of transport, the Purchaser guarantees that such means of transport and returnable packaging are clean and that a vehicle is in proper technical condition. The Seller reserves the right to refuse to release the Goods if any inaccuracies are found in the means of transport.

The Seller is released from responsibility for any damage caused as a result of failure to comply with the foregoing conditions.

If the goods are delivered in returnable packaging, the Purchaser is obliged to return it at the date indicated in an invoice/order confirmation/contract.

If the packaging is not returned at such date, the Seller shall issue a VAT invoice to the Purchaser for the value of such packaging or the value agreed separately.

III. INVOICING AND PAYMENT

3.1. Invoicing

The price of a product shall not include VAT. VAT shall be added at the statutory rate.

The price of a product is expressed in PLN or EUR, according to the Seller's quotation submitted to the Purchaser.

Invoices and corrective invoices shall be sent to the Purchaser's postal address, and if the Parties sign an agreement on sending electronic invoices, the Seller shall send invoices (except for corrective invoices which require an acknowledgement of receipt) to the e-mail address indicated in an order or contract.

3.2. Payments

Payments shall be made in the form of an advance, by cash or transfer at the dates individually agreed with the Purchaser.

The date when money is credited to the Seller's bank account shall be deemed to be the date of payment.

In case of any delay in payment for the goods purchased, the Seller has the right to charge interest according to the Act of 8 March 2013 on payment deadlines in commercial transactions, for each day of delay.

The Seller reserves the right to change payment conditions for the Purchaser. The amount of trade credit shall be determined by the Seller on the basis of financial data sent by the Purchaser. At the Seller's request, the Purchaser is obliged to present financial data to the indicated insurance company. The Seller reserves ownership of the Goods until the Goods ordered are paid for.

The Seller reserves ownership of the Goods until the Purchaser pays any other dues to the Seller.

IV. COMPLAINTS AND LIABILITY

4.1. Complaints

Any discrepancies in quantity or quality disclosed directly after unloading shall be immediately reported to the driver and confirmed by his signature in a delivery document, after a description of discrepancies is made first. A copy of such document shall be immediately sent to the Seller.

When making a complaint, the Purchaser is obliged to present the complained goods including a label and to properly secure the goods until it is presented to the Seller.

The Seller is obliged to respond to the complaint within 14 days after the date of presentation of the defective goods or at another date agreed with the Purchaser.

Parameters of the goods declared by the Seller are subject to complaint, excluding defects specified in company standards.

Any damage to the goods or change of parameters of the goods in connection with the use, storing or warehousing not agreed with the Seller, cannot be complained about.

The Purchaser is obliged to report a defect of the goods in writing immediately after it is found, not later than within 30 days after the date of receipt of the Goods, by confirming it with an appropriate document (e.g. complaint report).

Reporting a complaint shall not give the Purchaser the right to withhold payment for the Goods delivered.

4.2. Liability

Liability for damage arisen as a result of failure to perform or inadequate performance of the contract shall be based on general principles.

The amount of compensation for damage caused by the defective goods or untimely performance of the contract cannot exceed the price due for a defective part of delivery or untimely delivered object of the contract or a part thereof.

V. ADDITIONAL PROVISIONS

5.1. Force Majeure

In case of Force Majeure, the Seller reserves the right to make changes to the previously agreed dates of delivery and completion of Orders and the option to terminate a contract of sale of a batch of the Goods to be delivered by the Seller.

Force Majeure shall mean any events that cannot be foreseen when a sale contract is made, not prevented or which are beyond control of any of the Parties, including in particular: war, internal riots, flood, fire, earthquake, epidemic or other natural disasters, governmental restrictions or orders or any other acts of state or local authorities, general and industrial strikes, failures.

A Party which is not able to fulfil its obligations due to Force Majeure shall immediately inform the other Party of such fact, within 7 days from occurrence thereof at the latest and shall present credible evidence.

VI. CONFIDENTIALITY, DATA PROTECTION

6.1. CONFIDENTIALITY

The Parties agree to keep strictly confidential any information, including in particular technical, technological, economic, financial, commercial, legal and organisational information concerning the other Party and the contract made as well as any personal data received under the contract.

The confidentiality clause shall be binding for each of the Parties for the term of the contract and for 3 years after completion, expiration or termination thereof.

6.2. Data Protection

The Seller agrees to keep secret any legally protected information within the meaning of the following legislation (1) Act of 29 August 1997 on personal data protection, (2) Act of 16 April 1993 on combating unfair competition.

Processing personal data, the controller of which is a Party, is acceptable only for the purposes of fulfilling the contract and for the time period necessary for achieving the purpose of the contract.

VII. SERVICE

7.1. Notifications

Any notifications must be sent by registered letter duly signed, courier, fax or electronic mail to the other Party's address indicated in a contract or other address notified by one Party to the other Party in writing.

Notifications sent by electronic mail or fax require written confirmation of receipt by the receiving Party.

VIII. FINAL PROVISIONS

8.1. Amendments to or Deviations

Any amendments to or deviations from these GTC require written form otherwise they shall be null and void.

8.2. Legal Ineffectiveness

If any provision of these GTC is legally ineffective, including due to the introduction of different legal regulations, the remaining provisions shall remain valid.

8.3. Matters not governed by these Terms and Conditions

Regulations of Polish law, in particular the Civil Code, shall apply in any matters not governed by these Terms and Conditions and any disputes shall be first resolved amicably, and then by a common court competent for the Seller's registered office.