

General Terms and Conditions for Sale and Delivery of Goods and Services by PLASTEM P. Ciupa i T. Teodorczyk sp. j. with its registered office in Janiszewice

I. DEFINITIONS:

Whenever these Terms and Conditions refer to:

1. **Purchaser** - means any entity purchasing Products offered by the Supplier or ordering services performed by him.
2. **Supplier** - means PLASTEM P. Ciupa i T. Teodorczyk sp. j. with its registered office in Janiszewice, Janiszewice 3A, 98-220 Zduńska Wola, Poland.
3. **Products** - mean any movable item that the Purchaser has ordered from the Supplier for performing and / or purchase, in accordance with the generic, quantitative and qualitative specification.
4. **Services** - mean any work or services performed for the Purchaser by the Supplier in accordance with the quantitative and qualitative specifications.
5. **Confidential Information** - mean all Supplier's information of a technical, technological or organizational nature, made available to the Purchaser in any form whether or not it is "confidential" or not, in particular ideas, techniques, technologies, schemes, drawings the subject matter of copyright, models, inventions, know-how, devices, software and security systems used, test information and results, experiments, projects and specifications, financial information, commercial and production requirements, lists of contractors, investors and employees and their contact details, business and contractual relationships, business forecasts, marketing plans, third party confidential information (permitted), or other information showing economic value that the use, transfer or disclosure of the unauthorized person may violate Supplier's interests.
6. **OW** - means the General Terms and Conditions for the Sale and Delivery of the Goods and Services.
7. **Force majeure** - this shall mean any circumstances, whether predictable at the time of conclusion of the Contract, as a result of which it is impossible, problematic or disproportionately expensive to execute the order, to the extent that it cannot be demanded. Supplier's performance of the contract, strike, lack of delivery of Products, materials or services to the Supplier, which products, materials and services are necessary to fulfill Purchaser's orders, war, natural disasters, other similar events.

II. PRELIMINARY PROVISIONS

1. These OW apply to the sale and delivery of Products offered by the Supplier and the Services that he performs, and exclude the Purchaser's general terms of purchase / supply, even if the Supplier's terms of service have not been expressly questioned or challenged. The tacit approval of the general terms of the Purchaser's contract by implied conduct is excluded.
2. OW is an integral part of the contract concluded between the Purchaser and the Supplier, including the order confirmation or pro forma invoice issued by the Purchaser; in the event that the Parties have agreed their own

rights and obligations in a separate written agreement, this written agreement has a priority and the provisions of the OW shall apply only in the scope not regulated in this contract.

3. The provisions of the OW shall be communicated to the Purchaser by the relevant information contained in the order document and made available on the website www.plastem.pl. If the Purchaser is in constant trade relation with the Supplier, acceptance by the Purchaser of the OW with only one Order shall mean an acceptance for all other orders and sales, deliveries or orders (services).
4. The Purchaser, while placing an order, accepting a pro forma invoice, entering into the Contract, confirms the knowledge of the OW.

III. ORDERS

1. The basis for concluding the contract is the order of the Purchaser placed in response to the Supplier's offer. In the case of any change of offer or reservations in the offer made by the Purchaser, the contract will be concluded only at the moment of confirmation by the Supplier of the order or the offer with reservations. Failure to confirm such an offer unacceptable. The parties exclude tacit approval of the contract.
2. If the Purchaser submits an order without receiving a prior written offer (eg on the basis of an invitation to negotiations, etc.), a confirmation of the order by the Supplier is required to enter into the contract. The provisions of paragraph 4, paragraphs 3 and 4, shall apply mutatis mutandis.
3. The supplier is not obliged to accept and execute the order of the Purchaser.
4. All agreements, guarantees, promises made orally by the Supplier's employees in connection with the conclusion of the contract or submission of the offer shall not be binding.
5. For the validity of the contract or its amendment, all statements exchanged between the parties in this respect shall be served to the other party in writing by post, fax or email. This provision relates in particular to offers, orders and orders.

IV. DELIVERY

1. The Ordered Products shall be delivered in time and manner in accordance with the confirmed order of the Purchaser.
2. Unloading of the Product and transport within the plant of the Purchaser is at the cost and risk of the Purchaser in the presence of the Supplier's representative.
3. If the Product is sent to the Purchaser's address via the carrier, the Purchaser's cost and risk, and the risk of accidental loss or damage of the Product shall be transferred at the time of delivery of the Product to the carrier. If, at the time of receipt of the Product from the carrier, the Purchaser discovers an existing differences between the Product actually delivered and the Product as set out in the shipping documents or

damage to the Product, he or she must immediately enter his / her objection to the copy of the carrier's bill of lading or the complaint protocol signed by the carrier. These activities are designed to determine the principles and scope of the carrier's possible liability. Failure by the Purchaser to fulfill these obligations will mean:

- a) his / her resignation from his / her warranty rights for physical defects of the Product - in the event of damage to the Product;
- b) his / her consent to change the contract in respect of the marking of its subject matter and price - in the case of differences between the delivered Product or its quantity and the one entered in the consignment note or specification.

4. Where the Purchaser receives the Product by its own means of transportation, the Purchaser's cost and risk associated with the Product and the risk of accidental loss or damage of the Product transfer at the time of delivery of the Product from the Supplier's warehouse.
5. The Purchaser is obliged to inspect and confirm the Product's compliance with the order in terms of quantity and quality in the presence of the driver in the case of delivery to the place indicated by the Supplier or in the presence of the Supplier's employee in case of delivery of the Product from the warehouse. All discrepancies are recorded in writing.
6. It is presumed that the person receiving the Product on behalf of the Purchaser has the appropriate authority to do so.
7. Acceptance of the Product without reservation means that it is properly delivered by the Supplier.
8. The term of delivery shall be counted from the date on which the Supplier and Purchaser agreed on the contents of the order in the manner specified in point III.5. The delivery deadline is conditional on timely receipt of complete documentation from the Purchaser, including the necessary approvals, as well as the timely clarification and approval of the projects and the agreed payment terms and other obligations of the Purchaser.
9. The delivery time is deemed to be met if the Product has left the Supplier's warehouse before the agreed delivery date.
10. The Supplier is not liable if the Product is not released or is delayed for reasons beyond its control. The Supplier is obliged to inform the Purchaser promptly about the reasons for the delay or failure to deliver, unless circumstances prevent such notice.
11. If the Purchaser does not receive the Product or refuses to accept it within the specified period, the Supplier shall have the right to place the Product in the warehouse at the Purchaser's cost and risk and demand reimbursement of the cost of transport.
12. If the delay in receipt of the Product exceeds 10 working days from the date of leaving the Product at the disposal of the Purchaser or if the Purchaser refuses to accept the Product, the Supplier shall have the right to withdraw from or sell the Product at the expense and risk of the Purchaser.

V. RESERVATION OF OWNERSHIP

1. The ownership of the Products shall pass to the Purchaser only upon the payment of the total price of the ordered Product together with incidental charges (interest, costs).
2. Reservation of the ownership of the Product remains with the Supplier in the event of a merger of Products with other items.
3. Products for which the Supplier grants ownership shall be clearly identified by the Purchaser as owned by the Supplier, and all costs incurred by the Purchaser shall be borne by the Purchaser.
4. The Purchaser shall not be entitled to charge any rights of Products owned by the Supplier.
5. The Purchaser authorizes the Supplier to inspect the implementation of the provisions relating to the reservation of ownership, this authorization is not subject to any restriction on the part of the Purchaser.

VI. LIABILITY OF THE SUPPLIER FOR QUANTITY AND QUALITY

1. The Purchaser is required to examine the Products in terms of quantity and quality immediately upon receipt.
2. Complaints about quality defects must be reported immediately, at the time of delivery of the Product, defects hidden - within 5 working days of their discovery, under pain of loss of warranty.
3. The time limit for recognizing the Purchaser's claim is 14 working days from the date of the complaint. If the manufacturer's participation is required for the consideration of the complaint, in particular resulting from the need to send the Product to the manufacturer, the time limit for recognizing the Purchaser's claim under the warranty shall be extended by the time necessary to examine the Product. In such case, the Purchaser will be notified individually of the date of the claim.
4. Failure to submit a complaint within the above deadlines causes lost the Purchaser's right to complaint.
5. Quantitative and / or qualitative questioning of Products does not entitle the Purchaser to suspend payments for completed deliveries.

VII. TERMS OF PAYMENT

1. The agreed price includes the cost of the package according to the practices used by the Supplier. The Supplier reserves the right to increase the agreed price by the cost of non-standard packaging, which the Purchaser will be notified of.
2. The Purchaser is obliged to make payment in the manner and under the conditions specified in the order accepted by the Supplier.
3. The Supplier reserves the right to change the price of the Product in the event of a change of VAT or other forms of taxation.
4. The Supplier may make the delivery conditional upon the Purchaser making a prepayment for the Products ordered, as long as such an order is made out of the contents of the order or the order confirmation.
5. The day of payment shall be deemed to be the date of acceptance of the Supplier's bank account.
6. In the event of default, the Supplier may refrain from fulfilling another payment until settlement of the outstanding receivables (including incidental charges) or requesting appropriate collateral. In case of refusal or non-fulfillment of the demand for payment or the provision of security, the Supplier may withdraw from the contract within 5 working days, without compensation to the Purchaser. In addition, in such a situation, the

Purchaser shall lose the right to all rebates, discounts, bonuses, bonuses, etc., and all obligations of the Purchaser shall be immediately due to the Supplier.

7. If the Purchaser is delayed in paying for the delivered or ordered Product, the Supplier is entitled to demand payment of interest in statutory interest.
8. Payments made by the Purchaser, the Supplier has the right to include in the first place the amount payable to the Purchaser - the most frequently due, and in case of incidental receivables (interest, costs) - against those receivables.
9. If, after the conclusion of the contract of sale or delivery of the Products, there are reasonable doubts as to the solvency or the creditworthiness of the Purchaser, or if such fact occurs at the time of the conclusion of the contract, the Supplier shall refrain from fulfilling the next benefit until Settle outstanding receivables (including incidental charges, interest and costs) or demand appropriate collateral, and all obligations of the Purchaser become immediately due. In case of refusal or non-fulfillment of the demand for payment or the provision of security, the Supplier may withdraw from the contract within 5 working days, without compensation to the Purchaser.

VIII. GUARANTEE

1. The Supplier hereby grants the Purchaser a guarantee of proper functioning of purchased Products.
2. Guarantee for Products purchased is, as a rule, valid for 12 months from the date of delivery of the Product, unless the parties have agreed otherwise.
3. In the case of Products for which the manufacturer restricts the guarantee, guarantee documents shall be given with the manufacturer's guarantee.
4. The supplier under the guarantee is obliged to repair the Product covered by the warranty.
5. The guarantee does not cover:
 - a) damage to the Product caused by its user as a result of improper or incompatible use of the Product, including installation, installation and maintenance;
 - b) damage to the Product caused by the use of improper consumables;
 - c) damage to the Product resulting from unauthorized repairs;
 - d) modifications and structural changes made by unauthorized persons;
 - e) wearing parts.
6. The guarantee is valid only for the first purchaser.

7. The guarantee is valid on the territory of the Republic of Poland.
8. The Purchaser declares that he will not claim to the Supplier for any stoppage resulting from the delivered Product by the Supplier, regardless of the cause of such stoppage.

IX. WARRANTY

1. The parties exclude statutory liability of physical and legal defects (warranty) of the item being sold.

X. LIMITATION OF LIABILITY

1. The Supplier is not liable for failure or improper performance of its obligations if such failure or improper performance was caused by Force majeure.
2. The Supplier shall not be liable for damage caused by the Product after it has been received by the Purchaser, in particular the Supplier shall not be liable for any damages resulting from:
 - a) unloading the Product
 - b) use the Product in a manner incompatible with its intended use, technical specifications,
 - c) executive and design errors of third parties,
 - d) failure to observe the manufacturer's instructions and instructions,
 - e) non-compliance with safety regulations,
 - f) improper storage of the Product;
3. The Supplier shall not be liable for indirect, resulting losses, loss of profits, losses due to business interruption, non-economic damage, direct commercial losses and other financial losses, including any possible claims by third parties in the fullest sense of the word, Claims of final customers and Purchaser personnel.
4. In each case, the Supplier's liability to the Purchaser shall be limited to the value of the Net Products being the subject of the orders.

IX. PROTECTION OF PERSONAL DATA AND CONFIDENTIALITY

1. The Purchaser undertakes to protect the personal data provided in connection with the performing of the order, including the use of organizational and technical means of protection of personal data processed in

computer systems, in accordance with the provisions of the Personal Data Protection Act of 28 September 1997 and issued on its basis implementing acts.

2. The Purchaser shall ensure that persons who have access to personal data entrusted by the Purchaser know the relevant provisions governing the protection of personal data and have the power to process such data provided by the Personal Data Administrator.
3. The Purchaser declares that the personal data of the Purchaser will be used exclusively for the purpose of order fulfillment.
4. The Purchaser undertakes, following the completion of the order, to remove any personal data entrusted by the Supplier by permanently deleting or destroying the media on which they are stored, unless their continued ownership is not justified by the continued commercial cooperation with the Supplier.
5. The Purchaser undertakes to keep the Confidential Information in secret and does not disclose it to third parties and undertakes not to use the Confidential Information for any purpose other than to perform the order.
6. The confidentiality obligation binds the Purchaser indefinitely.
7. The confidentiality obligations set forth in this paragraph shall not apply to information:
 - a) which are generally known or have been made available to the public without prejudice to the obligation to keep them confidential;
 - b) in cases where the Supplier has given a written consent for their disclosure;
 - c) information which is required to be disclosed to their public authorities, in accordance with generally applicable law or by a final judgment of a court.
8. Upon request by the Purchaser and in the event of withdrawal from the contract immediately upon receipt of the withdrawal notice, the Purchaser shall return the Purchaser all documents, materials and other information media containing Confidential Information.

XI. FINAL PROVISIONS

1. The Purchaser may not transfer the rights and obligations of the contracting party to the third party without the prior written consent of the Purchaser.
2. The contract between the parties shall be governed by Polish substantive law.
3. In matters not covered by these Terms and Conditions, the Polish Civil Code shall apply.
4. If any provision of these Terms is invalidated, the validity of the remaining provisions shall not be affected unless the parties agree otherwise.
5. The place of jurisdiction for both the Purchaser and the Supplier shall be at the registered office of the Supplier.
6. These OW has been prepared in the Polish language. In case of any conflict or inconsistency between the Polish language version and any translation hereof made for any purpose, the Polish language version shall govern the interpretation and construction hereof and for any and all other purposes.

These OW apply from September 9, 2017.