



Kaplast General terms and conditions of sale

§1. Scope of application

Unless the parties agree otherwise, these General Terms and Conditions of Sale govern legal and factual transactions between the Seller and the Buyer, including all offers, valuations, orders and their confirmations, contracts, transport, deliveries and other services performed between the parties. To the extent specified above, no general terms and conditions of sale or purchase or other of a similar nature applicable to the Buyer. Any changes, supplements and deletions of any provisions of these General Terms and Conditions of Sale require a written form signed by a duly authorized representative of the Seller and the Buyer.

§2. Definitions

"Buyer" means any entity purchasing Goods or services from the Seller. "Agreement" means an agreement or understanding, including in oral or electronic form, relating to the Goods or services, concluded between, in particular, the Seller and the Buyer. In the absence of a written Agreement, the Agreement will be concluded if the Buyer's order refers to the offer submitted by the Seller or if the Seller confirms the order placed by the Buyer. "Goods" means all or part of the products or services sold or which may be sold to the Buyer by the Seller. "Seller" means the company Kaplast spółka z ograniczoną odpowiedzialnością.

§3. Offer

Unless otherwise specified by the Seller in writing, all quotes and offers will be valid for a maximum period of 30 days from the date the offer is submitted or the quote is made. All documents and information provided by the Seller remain the property of the Seller and may not be used by the recipient for purposes inconsistent with the purpose for which they were provided by the Seller. The offer is prepared in PLN, EUR or other currency.

§4. Title deed, transfer of risk

The goods remain the property of the Seller until full payment has been made for them. The moment of passing the risk of loss or damage to the Goods to the Buyer will be in accordance with the agreed terms of delivery.

§5. Terms of payment

Unless otherwise agreed by the parties, the payment period is 30 days from the invoice date. In the event of a delay in payment, the Seller has the right to:

- claiming maximum interest from the payment due date to the repayment date.
- charging the buyer with an administrative fee in the amount of EUR 150 or the equivalent in PLN according to the EUR exchange rate on the date of charging the National Bank of Poland.
- in the event of delays in payments, the Seller may suspend the performance of the Agreement until receipt of payment in full. In this case, the Buyer will not be entitled to claims for reimbursement of costs incurred in connection with the delay in the performance of the Agreement by the Seller, including the costs incurred by the Buyer in relation to third parties. In the absence of payment of all

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or part of the price for the Goods within 21 days from the due date, the Seller may withdraw from the Agreement in whole or in part, at its discretion, unless the nature of the contractual relationship prevents it, based on a written statement submitted to the buyer. A declaration of withdrawal from the Agreement may be submitted by the Seller within 3 months from the expiry of the deadline indicated in the previous sentence.

§6. Delivery

Partial deliveries are allowed, unless the parties agree otherwise. If it is necessary for the Seller to postpone the delivery for reasons attributable to the Buyer or at his request, when the production of the goods should already start, in order to keep the original delivery date, the Seller will be entitled to settle in accordance with the originally agreed arrangements. In this case, the Seller is entitled to issue an invoice for the goods produced. In addition, the Seller will be able to claim reimbursement for exchange rate losses, storage costs, losses related to the withdrawal of the Goods from use and other costs incurred in connection with the delay in delivery.

§7. Limitation of Liability

The Seller shall not be liable for the Buyer's lost profits, including: (i) lost profits, (ii) production losses, (iii) loss of utility, (iv) lost revenues, (v) lost contracts and opportunities, (vi) loss of reputation and any damage that occurred to the Buyer's property in connection with the sale of the Goods. Taking into account the provisions above, the Seller's total liability for damage caused by him is limited to the net value of the sold batch of Goods for which the Seller has received payment. The Buyer bears full responsibility for carrying out the necessary tests related to the use of the Goods. The Seller shall not be liable for property damage caused by the Goods or any damage caused in connection with the use of the Goods. The Seller is in no way responsible for the suitability and suitability of the Goods for a specific purpose, even if it is known to the Seller. The Seller guarantees that the Goods will comply with the product drawings, which are an integral part of the Agreement. The Buyer is obliged to inspect the Goods received from the Seller as soon as the risk of loss or damage to the Goods is transferred to the Buyer, unless the parties have agreed otherwise (quantity control), under pain of losing the right to report them after this date. The Buyer must report to the Seller any claims and complaints regarding the quality of the Goods (quality control) immediately, but not later than within 30 days from the date of transfer of the risk of loss or damage to the Goods to the Buyer, unless the parties agreed otherwise, under pain of losing the right to report them after this date. The Seller is not responsible for the quality of the delivered goods after quality control and installation of the goods in the final products manufactured by the Buyer. The Buyer shall indemnify the Seller against third parties for damages and losses for which the Seller is not liable to the Buyer under the Agreement. The Seller's liability for the Goods is limited to the territory of the Republic of Poland and/or the registered office of the Buyer.

§8. Transfer of the Agreement

The Buyer may not transfer the rights and obligations arising from the Agreement without the prior written consent of the Seller. The Seller may use subcontractors upon agreement with the Buyer.

§9. Change of agreement

Any changes to the Agreement and its annexes may only be made in writing, under pain of nullity, signed by duly authorized representatives of the Seller and the Buyer.

§10. Higher power

The parties will be released from liability for failure to fulfill their obligations under the Agreement, if these obligations are not fulfilled due to the occurrence of Force Majeure. The term "force majeure" includes, without limitation, events such as strikes, power outages at the Seller's facility, labor disputes, natural disasters, fires, floods, other natural disasters, riots, acts of war, and governmental actions or changes in the law preventing the conclusion of Agreements. The above limitation of liability will only apply for the duration of the Force Majeure event. Force Majeure Events are events over which a given party will have no influence, which will occur after the conclusion of the Agreement, which will not be foreseeable at the time of concluding the Agreement, as well as the effects that cannot be removed without incurring excessively high expenses by the given party in form of costs and time. The party affected by Force Majeure will be obliged to take all reasonable steps and actions to limit and minimize the effects of this event. The party claiming to be affected by Force Majeure will be obliged to immediately notify the other party in writing of the interference and the cessation of the above circumstances. Each of the parties will be able to withdraw from the Agreement with a written declaration submitted to the other party, if the suspension of the Agreement due to the occurrence of Force Majeure exceeds the period of 6 months, while the declaration on withdrawal from the Agreement in such a situation may be submitted within 6 months from the expiry of the six-month period indicated above. In such event, neither party will be liable for any losses incurred by the other party due to its failure to comply with the Agreement.

§11. Governing Law, Dispute Resolution

The Agreement will be governed by and construed in accordance with Polish law. In the case of drawing up the terms of sale in Polish and foreign languages, the version in Polish is the superior language. Any disputes not resolved amicably arising from or related to the Agreement, violation of its provisions, its termination or validity, if they are not resolved within 30 days of notification of the violation to the other Party, will be settled by the Common Court competent for the seat of the Seller. The language of court proceedings is Polish. These conditions apply only to entrepreneurs. Their use for individual (consumer) sales is excluded.