

GENERAL TERMS AND CONDITIONS OF SALES of Krywald-Plast Sp. z o.o.:

1. Definitions

- Krywald-Plast: "Krywald-Plast" Sp. z o.o. with its registered office in Knurów (44-193) ul. Zwycięstwa 28a, registered by the District Court of Gliwice, 10th Commercial Division of the National Court Register under company number 0000164591, holder of tax identification number (NIP): 969-11-66-379, with the share capital of PLN 500,400, BDO (waste database number) 000110831.
- Purchaser: a natural or legal person to whom Krywald-Plast supplies or intends to supply Products, also hereinafter termed "Goods", or services.
- GTCS: these General Terms and Conditions of Sale of Products or Services of Krywald-Plast.
- Parties: Purchaser and Krywald-Plast.

2. Applicability - these GTCS apply to offers and agreements under which Krywald-Plast is obliged to deliver Products or provide services to the Purchaser (hereinafter also as "Agreements"). Announcements, advertisements, price lists and other information of Krywald-Plast addressed to the general public or to individuals do not constitute an offer of Krywald-Plast, but they are intended for information purposes only. Specimens and samples exhibited by Krywald-Plast are for illustration and exhibition purposes only. Technical information regarding the Products provided in catalogs, brochures and other advertising matter is indicative and shall be binding only insofar as it is accepted in writing by the Parties.
3. The GTCS shall have precedence over the general terms and conditions of purchase and other requirements of the Purchaser, and shall apply to the completion of orders and deliveries of Products of Krywald-Plast, unless otherwise stipulated in an Agreement between Krywald-Plast and the Purchaser, which shall be made in writing to be valid.
4. Offers and confirmations of agreements - an Agreement is concluded as a result of an order placed by one Party and accepted by the other Party, or as a result of the Parties signing the agreement in documentary form. The Purchaser's orders that have not been expressly confirmed in writing by Krywald-Plast shall not be binding on Krywald-Plast.
5. Terms of delivery - unless expressly provided otherwise, the agreed terms of delivery, in particular the delivery date, shall be indicative and non-binding. Delay of delivery does not constitute the grounds for indemnification. The same applies to the delay in service provision by Krywald-Plast.
6. Force majeure - Krywald-Plast reserves the right to terminate or suspend the execution of Agreements in a situation where such execution would become impossible, considerably hindered or would entail the use of excessive resources, for reasons beyond Krywald-Plast's control, in particular due to circumstances constituting force majeure. This also applies to orders the completion of which would impede the normal course of delivery, production or shipment, in particular in the event of a flood, fire, strike, lockout, epidemic, natural disaster, damage to a production line or part thereof, seizure of premises, partial or total discontinuance of operations, import or export restrictions, regulatory or administrative changes, shortage of fuel or raw materials, failure of a third party to fulfill its obligations to Krywald-Plast, and price increases by Krywald-Plast's suppliers or for any other reason beyond Krywald-Plast's control.
7. Customs duties and taxes - expenses for customs duties, value-added taxes and other taxes, present and future, shall be borne by the Purchaser. Any changes in the amount of said duties and taxes occurring between the date of the Agreement and the date of the invoice shall be at the Purchaser's risk.
8. Payments - the price due to Krywald-Plast under the Agreement or other similar payments (e.g. remuneration for services provided, etc.) shall be payable to Krywald-Plast on the basis of invoices issued, within the timeframe indicated therein. Amounts receivable by Krywald-Plast may not be set off by the Purchaser against any amounts receivable by the Purchaser from Krywald-Plast.

If the Purchaser breaches the terms and conditions of an Agreement, in particular if the Purchaser delays payment of any amounts due to Krywald-Plast, Krywald-Plast may, in particular, at its own discretion:

- Suspend performance of the Agreement or any part thereof, which includes refusal to release the Products that are the subject of the Sale/Delivery Agreements concluded or other similar agreements;
- If the breach consists of a delay in payment of pecuniary obligations - charge the Purchaser the maximum interest for the delay. The Purchaser agrees that interest will be charged on the amount owed;
- Demand payment of all debts owed to Krywald-Plast by the Purchaser, including debts that are before the due date;
- If the breach is material, including in particular a delay in payment for more than 7 days - terminate the agreement with immediate effect.

If Krywald-Plast finds that the Purchaser's creditworthiness has deteriorated, Krywald-Plast reserves the right to demand a performance bond for the Purchaser's obligations - in particular, in the form of submission of bank or insurance guarantees or in any other agreed manner. Failure to present the performance bond or non-acceptance by Krywald-Plast of the form of bond shall constitute a breach of the Agreement within the meaning of sec. 8 above and shall entitle Krywald-Plast to terminate the Agreement.

9. Delivery, risk and title transfer - unless expressly provided otherwise, delivery of Products under the Agreements shall be on an Incoterms Ex Works basis, whereby the place of delivery shall be the warehouse of Krywald in Knurów ul. Zwycięstwa 28a. In any case, the risk of accidental loss, shortage or damage to the Products shall pass to the Purchaser upon handover of the Products to the Purchaser. Handover of the Products shall take place at the time of collection by the Purchaser or at the time of their release to a carrier. The place of performance by Krywald-Plast shall be Knurów, the warehouse at 28a, Zwycięstwa Street.
10. All Products of Krywald-Plast are manufactured to order, there may be quantity differences between the actual delivery and the nominal quantity ordered and confirmed. Adjustment of delivery and/or invoicing is possible only with the written consent of Krywald-Plast. Notwithstanding the provisions of the preceding sentence, the Parties may agree that Krywald-Plast is responsible for transportation. The risk of storage, loading, transportation, insurance, customs and unloading shall be borne by the Purchaser.
11. Reservation of ownership of the thing sold - the Parties stipulate that the ownership of the Products being the subject of an Agreement shall pass to the Purchaser subject to payment of the full price, as well as any related payments - such as interest, reimbursement of Krywald-Plast's costs, etc. Ownership of the Products delivered shall pass to the Purchaser as soon as the principal, interest and fees are paid in full to Krywald-Plast.

12. Complaints - the Purchaser shall inspect the Products released by Krywald-Plast immediately upon their receipt. Complaints regarding visible defects shall be lodged in writing no later than five business days following delivery. Complaints regarding latent defects shall be lodged in writing within three months of release. When lodging complaints, the Purchaser must take all steps required to enable Krywald-Plast to inspect the products on site or send samples to Krywald-Plast's registered office address. To exercise the rights of complaint, it is necessary to provide Krywald-Plast with a sample of the defective goods, a description of the defects identified, photographs, invoice number, delivery number, as well as to report the defects timely. The use of some of the Goods denotes their acceptance in full. Krywald-Plast shall not be liable for defects in Products or services caused by the acts of third parties, for mechanical damage, [for Products] improperly stored or exposed to chemical agents, mixed or processed, as well as for inappropriate use of the Products. Until the complaint is processed, the Purchaser is obliged to store the Product subject to the complaint in a proper manner, so as to prevent its potential damage or shortage. Lodging a complaint does not release the Purchaser from the obligation to pay the price for the Products under complaint, and does not authorise the refusal to accept previously ordered deliveries. Krywald-Plast has the right to refuse to process a complaint until the Purchaser has paid all amounts due to Krywald-Plast by way of the price for the Product or Services.

If the complaint is found justified, Krywald-Plast's liability is limited, at Krywald-Plast's discretion, either to replacing the goods found to be defective with new ones free of charge, or to refunding the price, but Krywald-Plast may condition the refund on returning the defective Products or request their disposal. In the case of delivery of a new Product, Krywald-Plast shall bear only the cost of its delivery to the place of delivery of the Product originally delivered.

Subject to the provisions of sec. 13 of the GTCS, Krywald-Plast's liability for defects in the Products delivered is excluded to the fullest extent permitted by law, including in particular liability under warranty.

13. Limitation of liability - Krywald-Plast's overall liability in connection with Agreements, regardless of the reason for such liability, is limited to payment for the Purchaser's actual losses, the amount of which may not exceed the price (excluding VAT) of the products subject to the complaint and issued under a given Agreement, or the remuneration (excluding VAT) for the services subject to the complaint. This applies in particular to contractual liability for non-performance or undue performance of the Agreement or liability in tort - for tortious acts committed in connection with the performance of the Agreement. Krywald-Plast shall only be liable for the consequences of events involving willful misconduct. The burden of proof as to willful misconduct rests with the Purchaser. In particular, Krywald-Plast's liability for indirect damage, such as: consequential damage, lost profits, unrealized savings or production losses, products made with the use by a third party of a Product supplied by the Purchaser, when that product contains substances or products supplied to the Purchaser by Krywald-Plast, shall be excluded, unless the Purchaser presents a credible proof that the damage has arisen solely from the use of Krywald-Plast's Products.
14. Prior to taking the matter to court, the Purchaser shall notify Krywald-Plast of the grounds and causes for the claim so as to enable Krywald-Plast, within reasonable time, to resolve the dispute. Reasons justifying the notification shall be provided. Only if the time limit set has expired ineffectively may the Purchaser take further steps by way of court proceedings.
15. The GTCS are communicated to the Purchaser upon placement of an order. The provisions of the GTCS are available at the website: www.krywaldplast.pl. If the Purchaser continues to do business with Krywald-Plast, acceptance of the GTCS by the Purchaser at the time of the first order shall be deemed to be their acceptance for all other orders and sales agreements, until they are modified in writing or revoked. Krywald-Plast may amend these GTCS unilaterally, in which case Krywald-Plast shall immediately inform the Purchaser, in particular by delivering the new wording of the GTCS. The amended GTCS shall apply only to Agreements concluded after the entry into force of the amendment in question, subject to the next paragraph. If the legal relationship arising from an agreement is of a continuous nature, the amended GTCS are applicable to such an Agreement, provided that the Purchaser does not submit comments by the nearest termination date, and if no such date is specified in the Agreement - within 14 days from delivery of the new GTCS.
16. Licenses - the Purchaser shall be responsible for obtaining all required shipping permits and/or licenses for the use of intellectual property. If the Purchaser is unable to obtain the relevant licenses and/or permits in a timely manner that would enable Krywald-Plast to deliver on the dates indicated in the agreement confirmation, the Purchaser shall immediately inform Krywald-Plast. In such case, Krywald-Plast may terminate the agreement under the conditions described in sec. 17.
17. Termination - If the Purchaser fails to fulfill its contractual obligations, Krywald-Plast shall have the right to unilaterally terminate the agreement. Krywald-Plast may also apply this to any pending Agreements without prejudice to Krywald-Plast's other rights. The termination shall take the form of a statement sent to the Purchaser in writing, to the address indicated in the Agreement or order.
18. Confidentiality - the Purchaser is obligated to keep confidential all information obtained from Krywald-Plast in connection with the performance of the Agreement, including information that constitutes Krywald-Plast's trade secrets. Accordingly, the Purchaser undertakes to use confidential information solely for the purpose of performing the Agreement. The obligation of confidentiality does not apply to information that is generally known, as well as information made available at the request of a public authority - requesting it in accordance with generally applicable law. In the latter case, however, the Purchaser should immediately notify Krywald-Plast of the disclosure made. The obligation of confidentiality shall remain in force throughout the period in which the information remains confidential, in accordance with the applicable laws in this regard, but for no shorter than 5 years from the date of its disclosure.

The Purchaser may disclose the information referred to above only to persons who will be directly involved in the performance of the Agreement. The Party undertakes to inform such persons of the confidentiality obligations under the GTCS, and shall oblige them to comply therewith. The Party shall be liable for any breach of confidentiality of information by such persons.

The confidentiality obligation shall cease insofar as Krywald-Plast agrees to the disclosure of information, which shall be made in writing to be valid.

19. The application of the United Nations Convention on the International Sale of Goods of 11.04.1980 is excluded. The terms of delivery will be interpreted in accordance with the latest edition of "Incoterms" published by the International Chamber of Commerce.
20. If any provisions of the GTCS or the Agreement are found to be invalid, this shall not affect the validity of the remaining provisions. In addition, the Parties are obliged to interpret the remaining provisions of the GTCS or the Agreement in such a way as to achieve the purpose of the invalid provision to the greatest extent possible.
21. The rights arising from an agreement concluded with Krywald-Plast or an order placed must not be assigned without written consent of Krywald-Plast.
22. Personal data - by concluding the Agreement, the Purchaser accepts the GTCS and agrees to the processing of his personal data by Krywald-Plast for the purpose of completion of an order and delivery of Products, as well as for marketing purposes related to its business, and for claims and enforcement of debts. The following is emphasized as regards the [personal] data:
Contact details: "Krywald-Plast" sp. z o.o., address: ul. Zwycięstwa 28a, 44-193 Knurów, phone: 32 2327075, e-mail address: handel@krywaldplast.pl, is the personal data controller in the context of the personal data protection rights. Although Krywald-Plast did not appoint a data protection officer, we can be contacted with regard to any matters involving personal data using the above contact details. The Purchaser shall have all the rights stipulated in the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 1997, No. 133, item 883, as amended), in particular the right to inspect their own data, to data rectification, information, deletion of data, restriction of data processing and the right to transfer data and to lodge an objection. Additionally, the data subject has the right to lodge a complaint with the President of the Personal Data Protection Authority, ul. Stawki 2, 00-193 Warszawa (<https://uodo.gov.pl/>). Provision of personal data by the Purchaser is necessary for the conclusion of an agreement, and failure to do so may result in the inability to conclude it.
23. Applicable law and dispute resolution - all matters related to the Agreement and the GTCS, or related to cooperation with Krywald-Plast are subject exclusively to Polish law, while disputes are subject to the jurisdiction of Polish courts in accordance with Polish law. Disputes shall be resolved by the common court of jurisdiction in Katowice.
24. Relevant provisions of the Polish Civil Code and the Act on payment terms in commercial transactions of 12 June 2003 (Journal of Laws of 2003 No 139 Item 1323) shall apply to the extent not provided for herein.
25. The GTCS are made in Polish and English. Should any discrepancy exist between the two language versions, the Polish version shall prevail.