

**GENERAL CONDITIONS OF SALE**  
**applicable in Zakład Tworzyw Sztucznych "WEDA" Danuta Kwaśniewska**

§ 1

GENERAL PROVISIONS

These general conditions of sale apply to all contracts for the sale of products and services concluded by Zakład Tworzyw Sztucznych WEDA as the Seller.

1. The terms used hereinafter in these general conditions of sale means:
  - a. **The Seller** - Danuta Kwaśniewska running Zakład Tworzyw Sztucznych "WEDA" ul. Rynkowa 14 in Kętrzyn;
  - b. **The Purchaser** - an entity that is the other party to the sales contract
  - c. **The Parties** - the Seller and the Purchaser;
  - d. **GCS** - these "General Conditions of Sale"
  - e. **Request for quote** - the Purchaser makes an inquiry to the Seller about the current price of the product, taking into account its individual specification;
  - f. **Request for proposal** - invitation addressed to the Seller to participate in the bidding process aimed at producing a specific product or service;
  - g. **Quotation** - response to the request for quote;
  - h. **Response to the offer** - response to the request for proposal;
  - i. **Price** - current value of the product, valid for a period of 14 days (*from the price given in the Quotation/Response to the offer*) unless the Parties have agreed otherwise;
  - j. **Order** - a declaration of the Purchaser or another person, an entity properly authorized on behalf of the Purchaser, addressed to the Seller, containing the will to conclude the Contract, with the content and form indicated in the GCS;
  - k. **Contract** - Order confirmed by the Seller;
  - l. **Services** - any tangible material activities undertaken by the Seller on the terms and conditions specified in the Contract or available in the Seller's offer;
  - m. **Product** - a product manufactured by the Seller or other ready commercial product available in the Seller's offer;
2. Placing an order by the Purchaser means acceptance of these GCS. Unless the Parties have agreed otherwise, the GCS is an integral part of each Contract.
3. These GCS exclude the possibility of applying any models of contracts, regulations, general conditions of sale or other similar documents used by the Purchaser.

4. In the event of a contradiction between one or more detailed, individual provisions of the contract with GSC, the provisions of the Contract will apply, wherein the remaining part of GCS being fully binding.
5. The provisions of the GCS may be changed only in writing otherwise null and void.

## § 2

### GENERAL TERMS AND CONDITIONS OF ORDER

1. Before placing an order, the Purchaser shall submit a Request for a price/Request for an offer, unless the Parties agreed otherwise.
2. Each Request for a price for its effectiveness should include:
  - a. Company and contact data,
  - b. Date of the Request for a price,
  - c. Job title (name of the print),
  - d. Specifying the type of implementation (Renewing/New Job),
  - e. Type of the ordered bag (other product), service,
  - f. The size of the product (according to the scheme placed on the website: [www.weda.com.pl](http://www.weda.com.pl)),
  - g. Film thickness (in microns),
  - h. Colour and type of film (LDPE, HDPE, MDPE, form d2w - oxofotbiodegradable)
  - i. Print (the number of printing colours using the "plus" sides of the print, and the colours on the individual sides of the bag are specified by separating them with a "comma"), e.g.: 1 + 1 one colour on both sides, 1 + 0 one colour on one side; 1 + 2 printing on both sides (colour + colour, colour),
  - j. Number/Pantone numbers (colours) with Pantone (colour patterns),
  - k. Packaging (standard/individual with additional payment),
  - l. Number of ordered items (circulation),
  - m. Request for a price of polymer matrices (optional),
  - n. Visualization of the print,
3. The Seller prepare quotation of products in accordance with § 4, point 1-5.
4. Orders can be placed to the Seller in the following way:
  - in writing (in person, by post)
  - by fax,
  - by email,
5. The required form of placing an order is filling in the order form placed on the Seller's website as well as in its office.

6. Each Order for a price for its effectiveness should include:
  - a) Full invoice data of the Purchaser,
  - b) Data of a contact person,
  - c) Date of order,
  - d) Name of the ordered topic,
  - e) Specifying the type of implementation (Renewing/New Job),
  - f) Type of the ordered bag (other product), services,
  - g) Product size (according to the scheme in the order form)
  - h) Film thickness (in microns)
  - i) Colour (according to Schuman or Ampacet pattern book) and type of film (LDPE, HDPE, MDPE, from "d2w" oxofotbehiodegradable),
  - j) Print (number of printing colours with specification using + print sides), e.g.: 1 + 1 one colour on both sides, 1 + 0 one colour on one side; 1 + 2 printing on both sides (colour + colour, colour),
  - k) Number/Pantone numbers (colours) with Pantone (colour patterns),
  - l) Packaging (standard/individual with additional payment),
  - m) Number of ordered items (circulation),
  - n) Time limit for completion,
  - o) Place of delivery,
  - p) Matrix (cost, or information about the pre-press),
  - r) Confirmed "proof"/sample print on paper,
  - s) Price confirmed by the Seller,
  - t) Form and date of payment agreed,
  - u) Final visualization of the print,
7. Orders that do not meet the requirements specified in § 2 point 4-6 of the GCS may be considered by the Seller as not placed.
8. The Purchaser is responsible for any inconsistencies or omissions in the content of the Order.
9. The Purchaser itself assesses the suitability of the products and services to the intended purpose or purpose of third parties to whom the products will be resold. The Seller is not responsible for the parameters of the ordered product or the specification of the order because it do not verify their compliance as to the purpose or conditions and manner of use, storage or distribution.

CONTRACT CONCLUSION

- 1 The sale contract between the Parties is concluded as a result of placing the Order by the Purchaser with the moment of its confirmation by the Seller or a person authorized to do so.
- 2 Confirmation of acceptance of the Order may be made by the Seller at its discretion, in writing, by fax, by e-mail or otherwise agreed between the Parties.
- 3 Lack of confirmation of the Order by the Seller within 7 days from the date of placing the Order by the Purchaser is deemed that the Order has been refused.
- 4 Any changes made by the Purchaser after confirmation of the Order will not be binding, unless they are confirmed by the Seller.
- 5 The Purchaser's withdrawal from the Contract for reasons not attributable to the Seller may take place within 24 hours from the Seller's confirmation of the Purchaser's Order. In this case, the Purchaser will pay a contractual penalty in the amount of 10% of the gross value of the sales contract from which it has withdrawn.
- 6 If the Order is in an advanced stage of implementation, i.e. after 24 hours from confirmation of the Purchaser's order by the Seller, the Purchaser cannot withdraw from the Contract.
- 7 The implementation of the Order will take place on the agreed dates accepted by the Seller and the Purchaser.
- 8 If, after the conclusion of the Contract, for reasons beyond the Seller's control, the Confirmation of the Order will not be possible within the prescribed period, the Seller will immediately notify the Purchaser thereof. In this case, the Purchaser will not be entitled to any claim for compensation for changing the date of the Order.
- 9 The Seller is not be obliged to implement the Confirmed Order, if for reasons beyond its control, in particular due to the actions of the Purchaser, third parties or force majeure, the performance of the Contract will be impossible, significantly impeded or will lead to the Seller's loss in excess of 50% the value of a given Order. In this case, the Seller will promptly notify the Purchaser of this fact and in the absence of other arrangements between the Parties, the Contract will be terminated and the Parties will not be entitled to any claims arising from the termination of the Contract.

PRICE AND TERMS OF PAYMENT

1. The price for products sold will be determined each time in the Quotation/Offer, Order, Contract or Invoice.
2. The Price provided by the Seller in the Quotation is a unit price of the finished Product (excluding the cost of the matrix, which are subject to a separate quotation) or the Service, valid for 14 days (*from the price provided in the Quotation/Response to an offer*), unless the Parties have agreed otherwise. After this date, the Price will be calculated again.
3. The unit price of the Product includes the cost of the standard packaging. All other costs that may arise during the performance of the Order (additional polymer matrices, repacking, reloading, non-standard packaging, other fees or taxes) will be charged to the Purchaser, unless the Parties have agreed otherwise.
4. The prices given in the Quotation/Offer are net prices and are subject to the VAT increase at the applicable rate on the date of issuing the VAT invoice.
5. The determination of a price lower than that resulting from the Quotation requires the agreement of the Parties, made in writing.
6. Unless agreed otherwise, the payment for the VAT invoice will be made by the Purchaser in the currency indicated on the invoice.
7. The Purchaser is obliged to pay the agreed price on time on the basis of a VAT invoice issued by the Seller.
8. The date of payment is deemed to be the date of payment on the Seller's bank account specified in the invoice or the date of payment in cash.
9. The Seller reserves the ownership of the products sold, which has the effect that the Seller is the owner of the products until full payment of all amounts due under the sales contract are paid.
10. If the Purchaser is late with payment of any Contract between the Parties or in case of reasonable doubt as to the Purchaser's ability to pay its liabilities - due to its financial situation, the Seller has the right to refrain from performing all Contracts (including release of the products) until the Purchaser pays all due debts or secures their performance in the form agreed between the Parties.
11. In the event of the Purchaser's delay in payment of any payment to the Seller - the Seller may withdraw from the sales Contract with immediate effect, and has the right to seek compensation for the damage resulting from the default of the Purchaser.
12. After the expiry of the payment deadline, the Seller is entitled to charge statutory interest.
13. The Seller reserves the right to demand from the Purchaser a protection or advance payment prior to the completion or continuation of deliveries in the event of deterioration of the Purchaser's financial situation.
14. The Seller reserves the right to set the form and date of payment.
15. The Seller may require payment for the first 3 realisations for a new contractor in cash or in advance.

16. Any claims of the Purchaser towards the Seller do not entitle the Purchaser to withhold payment for the delivered Products or Service.
17. The Seller has the right to settle payments received from the Purchaser on account of the earliest due, regardless of the Purchaser's reservations.
18. The Purchaser may not deduct any of its claims against the Seller from the Seller's claims against the Purchaser without the Seller's written consent.

## § 5

### DELIVERY AND TRANSPORT OF PRODUCTS ON THE DOMESTIC MARKET

1. The release of the Products takes place at the moment of receipt from the Seller's warehouse.
2. All risks related to products or services (including the risk of loss, damage or defect) are transferred to the Purchaser upon their receipt from the Seller's warehouse or released by the Seller to the carrier or forwarder of the Purchaser.
3. The Seller may provide the Purchaser with the product to the address indicated in the Order, via an external carrier. In this case, the products are released when the product is entrusted to the carrier.
4. If the Contract or other arrangements between the Parties do not provide otherwise, the Seller chooses the carrier or forwarder.
5. The delivery period starts on the day the Products are released to the carrier, forwarder or other authorized person from the Seller's warehouse.
6. If the Contract or other arrangements between the Parties do not provide otherwise, the Seller undertakes to prepare the Products for shipment in accordance with the packaging standard accepted at the Seller and accepted by carriers or forwarders unless the Purchaser defines the manner or type of packaging in the content of the Order (§ 3 point. 8 (l)) and this method will be accepted by the Seller.
7. Deliveries are made to the place indicated by the Purchaser.
8. The costs of delivery of the product to one address indicated in the Contract or agreed upon prior to shipment of the products will be covered by the Seller, unless the Parties have agreed otherwise. In the case of shipment of products to more than one address, delivery costs will be charged to the Purchaser, unless the Parties have agreed otherwise. The above-mentioned agreement of the Parties requires a written form.
9. The Seller is not liable for loss, delays or defects of Products in transport resulting from the fault of the carrier, forwarder, force majeure or failure to provide by the Purchaser the correct instructions regarding, among others, method and delivery address.
10. The Purchaser provides unloading and checking of products and bears the costs and risks involved.
11. The Purchaser will ensure at the place and time of delivery the presence of a person authorized to accept the delivery on its behalf, the refusal to accept the product or the absence of an authorized person does not release the Purchaser from the obligation to pay for the products and transport.

12. The Purchaser or its authorized representative confirms acceptance of the Products by signing on the transport document.
13. Responsibility, including the risk of accidental loss or damage to the product, associated with the transportation bears:
  - The Purchaser when the product is released from the Seller's warehouse,
  - The carrier at the moment of the Seller's release of the products for transport and ends when it is delivered to the Purchaser.
14. Before collecting the shipment, the Purchaser is obliged to check the packaging of the product in terms of any visible damage in transport and take all actions to determine the carrier's liability and to draw up an appropriate damage report and damage photos.
15. In the event of a breach of the date of receipt of the Products by the Purchaser, the Purchaser may be charged with a contractual penalty in this respect, in the amount of 0.5% of the total value of the Order, for each subsequent commenced storage day. In the absence of receipt for a period of one month from the date of the agreed date of receipt, the Seller has the right to stop the storage of the Products at the expense of the Purchaser. In this case, the Seller is entitled to use (further sale) of the Product or to dispose of the Product at the expense of the Purchaser, and the Purchaser is not entitled to any claim for damages.
16. The Seller does not guarantee the delivery date of the Products and does not bear any liability to the Purchaser or third parties. Confirmation by the Seller of the shipment date is for information purposes only and its failure do not provide a basis for directing any claims in this respect towards the Seller.
17. Deliveries may be carried out by the Seller in parts and from different locations. The final determination of the quantity, type and date of delivery will be made by the Seller.
18. In each case, the Seller has the right to carry out the delivery earlier than it is required by the Contract, or other arrangements between the Parties.

## § 6

### DELIVERY AND TRANSPORT OF PRODUCTS ON THE FOREIGN MARKET

1. Deliveries and transport of products outside of Poland are organized and financed by the Purchaser.
2. In the case of own collection, where the place of destination are other countries, it is necessary for the Purchaser to provide confirmation of the products being exported. Failure to provide confirmation may result in VAT being charged at the applicable level or charging the Purchaser with other costs resulting from legal provisions or possible administrative decisions of relevant state authorities (including customs authorities) imposed in this matter on the Seller.

COMPLAINTS

- 1 In the event of defects of the delivered products, the Purchaser has the right to lodge a complaint on the terms specified in the GCS.
- 2 Immediately upon receipt of the shipment, the Purchaser is obliged to unpack the product and check it in terms of quantity and quality.
- 3 If the goods have been used or relieved for distribution from the Purchaser's warehouse, this confirms the performance of operations under § 7 point. 1 which means that the Seller's liability for defects in the products expires.
- 4 If the Purchaser finds defects in quantity or quality of the products (more than 3%) - the Purchaser should prepare a report, containing a detailed description of the defects reported, the quantity of missing or defective products and invoice number/invoices covered/covered by the complaint. The report shall be signed by the Purchaser or its authorized representative. In the case of damage caused by the fault of the carrier - the protocol is signed by the Purchaser and the carrier.
- 5 The Purchaser is obliged to notify the Seller about defects of the purchased products within 30 days from the date of delivery by the Seller or receipt of products by the Purchaser. The Purchaser is obliged to file a complaint within 7 days from the detection of the defect, otherwise it loses the rights and claims due to defects of the purchased products, including claims for warranty for defects.
- 6 Complaints must be submitted in writing together with a protocol on forms available at the Seller's premises or at [www.weda.com.pl](http://www.weda.com.pl)
- 7 The Purchaser's acceptance of the products without observing the actions contained in § 7 point 1, 2, 4,5,6 is considered as confirmation of the correctness of delivery.
- 8 The Purchaser undertakes to deliver selectively picked unit packaging (1 carton/sack from the pallet + 5 pieces taken from every fifth carton) of the item in question to be inspected by the Seller at each of its summons. Unless the Parties decide otherwise.
- 9 If the products covered by the complaint have been used or released for distribution from the warehouse of the Purchaser, the Seller's liability for defects in the products expires.
- 0 The Seller will settle the complaint within 30 days from the date of its submission, after checking the complained products on the basis of documents and samples received from the Purchaser. If the samples are not delivered within 7 days before the end of the complaint consideration period, the complaint will be considered negatively.
- 1 After considering the complaint, the Seller reserves the right to choose the form of compensation depending on the type and size of the defects. In the case of exchange or return of defective products to the Purchaser, whose activity is registered in the Republic of Poland, the commencement of replaced or returned products at the Seller's cost may only take place from the indicated place in the country.
- 2 The Parties set the deadline for the settlement of the complaint individually. In justified situations, the Seller may refuse to exchange the products and return the value of the defective products to the Purchaser without giving a reason.
- 3 Filing a complaint does not release the Purchaser from the obligation to pay the invoice on time.



FINAL PROVISIONS

- 1 Colour of the print - due to technological conditions the Seller reserves the right to discrepancy of the print colour from the accepted Pantone Colour number in the design.
- 2 Print technology - the Seller delivers its products printed in the surface technique, which means that the prints can be damaged by friction or in contact with solvents or oils.
- 3 Graphic acceptance - the Purchaser accepts the colours of the printing by accepting the numbers (codes) of the PMS® (Pantone® Matching System) according to the design. The colours visible in the design illustrate only the approximate appearance of a given colour and are not a true representation of it and do not represent a preference for the colour that will actually be printed. Sending the graphic acceptance means that the Purchaser takes over the responsibility for the choice of colours and the visual form of the print, along with the substantive and grammatical correctness of the written content. Lack of acceptance stops the implementation of the Order.
- 4 Photo prints are accepted by the Purchaser by confirming the print "proof" (test on paper), which gives 95% of the final effect of printing on the film. At the Purchaser's responsibility, it is allowed to run the print without confirmation "proof" which is unambiguous with acceptance the colour discrepancy by the Purchaser as to the design seen on a computer screen or printed in office or other conditions (hardware differences) than a proof made in a professional preparation room - only the one that will produce matrices from a given design.
- 5 Product parameters are subject to the technological tolerances described in the Order.
- 6 The term of performance is counted from the day of sending a design approval to the Seller (a project in the case of vector design or proof in the case of photo design) even if the Order has been Confirmed earlier by the Seller.
- 7 The Purchaser ensures that any materials (graphic marks, names, logos, images etc.) provided by the Purchaser to the Seller in order to perform the Order do not violate the rights of third parties due to copyright, industrial property rights or other intellectual property rights and that the Purchaser has the right to use them. The Seller do not bear any responsibility for actions or omissions of the Purchaser in this matter.
- 8 In case of violation of the above-mentioned responsibility by the Purchaser, the Purchaser undertakes to repair the Seller's damage in full or to enter the Seller's place in the event of third-party claims addressed to the Seller through court proceedings (main or secondary intervention) or amicable.
- 9 In matters not covered by these GCS, the provisions of the Civil Code apply.
- 0 All disputes arising from contracts concluded on the basis of the GCS will be settled by a common court competent for the Seller's registered office.