

since April, 2017

The purpose of these general conditions of purchases shall be to specify the conditions, under which Plastwil, general partnership, hereinafter referred to as "PLASTWIL", acquires products and services indicated in each case in the detailed conditions of orders or agreements.

I. DEFINITIONS

In these General Conditions of Purchase (GCP), the particular terms shall be given the following meanings:

- "GCP" – shall mean these conditions of purchase,
- "Purchaser" – shall mean the Plastwil, general partnership,
- "Supplier" – a natural or legal person, or an unincorporated entity, which shall be an entrepreneur, which will supply the Goods or provide Services for the Purchaser,
- "Parties" – the joint reference to the Purchaser and the Supplier,
- "Goods" – all and separate items marked in the Purchase Order (including: equipment, materials, raw materials, packaging) that will be sold and/or provided by the Supplier to the Purchaser in accordance with the Purchase Order,
- "Services" shall mean all and separated services referred to in the Purchase Order;
- "Purchase Order" – shall mean the Purchaser's statement in writing, fax, or e-mail on the will to purchase in the form of a supply, purchase, or other civil law agreement of Goods or/and Services;
- "Agreement" shall mean respectively an agreement of sale or supply of the Goods or of provision of Services specified in the Purchase Order including the conditions set forth in the Purchase Order in the annexes thereto and the Terms, which was concluded with the Supplier's acceptance the Purchase Order for execution.
- "Price" shall mean the price of the Goods or Services specified in the Purchase Order.

II. GENERAL PRINCIPLES

1. These GPC shall be the only contractual provision binding the parties in the terms of goods sale and services provision. At the same time, the parties shall exclude the application of other contractual patterns (general conditions of the agreement, conditions of sale, patterns of the agreement, regulations, etc.) used/determined by the Supplier and shall constitute an integral part of every Agreement concluded by the Purchaser.
2. In the event of a conflict between the Agreement and the GPC, the GPC provisions will apply first, subject to paragraph 3 of this point.
3. The provisions of these GPC may be amended only in writing, otherwise shall be null and void. The conclusion of a separate sale or services provision agreement shall exclude the application of these General Conditions of Purchase only to the extent regulated within it differently and only under condition of the conclusion of the Agreement in writing.

III. ACCEPTANCE, CONFIRMATION OF THE ORDER

1. The Purchaser's submission of a relevant order and its confirmation by the Supplier in writing or orally shall be the condition of the acceptance of the order to be executed. A paper document, a fax or an e-mail sent by the Supplier to the Purchaser shall be assumed to be a written confirmation. The Supplier's commencement of the performance of the agreement shall be understood as the acceptance of the order for execution.
2. The Supplier shall be obliged to confirm acceptance of the Order for execution within 3 working days after the date of its receipt, under pain of considering that after ineffective lapse of the indicated date:
 - a. The Order shall cease to bind the Purchaser
 - b. The Parties have concluded an agreement with the content corresponding to the Order and GPC, if the Order was submitted in respect of the Supplier, with whom the Purchaser remains in permanent trade relations.
3. The order should specify all relevant terms of the agreement: the exact name and address of the Purchaser, the exact name and address of the Supplier, designation of the ordered Goods or Services ordered, their quantity or type, the proposed deadline and place of receipt/supply, price, form and the term of payment.

IV. SUPPLY TERMS

1. The punctual execution of supply, quality, and quantity are of crucial and strategic nature for the Purchaser. The agreed supply terms shall be defined and binding and shall indicate the term of supply of the goods to the Purchaser's premises or any other place agreed between the Purchaser and the Supplier. These terms must be strictly observed.
2. The Supplier shall be obliged to deliver the ordered Goods and perform Services within the term specified in the Order.
3. The supply of the Goods shall be performed in accordance with the terms of supply within the meaning of the INCOTERMS 2010 regulations.
4. In the case of supply based on DAP (according to INCOTERMS 2010), a person authorised to sign any documents confirming the delivery on behalf of the Supplier shall be the person supplying the Goods.
5. In the case of detecting deficiency and/or defects of the Goods after unload, the Purchaser shall reserve the right to leave the Goods to the order of the Supplier. In this case, the receipt of the Goods left to the order should happen within 7 days after the date of notification of this fact by the Purchaser, on pain of charging the Supplier the costs of storage and reloadings. The Goods will be handed over to the Supplier after covering the transport and storage costs based on a VAT invoice issued by the Purchaser. In this case, the Supplier shall not be entitled to issue an invoice for the supplied Goods, which shall be treated as the goods under custody.
6. In the case referred to in paragraph 5 of this point, the agreement shall be deemed unfulfilled in terms of the supply batch, which the factual situation described in this point will concern.
7. In the case of threat of not meeting the supply term, the Supplier shall be obliged to inform the Purchaser about this, provide the expected period of delay and its causes. The lack of the above-mentioned information or provision of information showing that the supply will not be executed on time may be the basis of the Purchaser's withdrawal from the Agreement due to reasons attributable to the Supplier.
8. The Purchaser shall reserve the right to claim compensation from the Supplier for improper performance or non-performance of the agreement on the general principles set forth in the Civil Code, including the reimbursement of costs incurred for the replacement order execution.

V. SUPPLY CONDITIONS

1. The ordered goods will be supplied to the Purchaser's premises or any other place agreed between the Purchaser and the Supplier.
2. The supply may be considered incomplete and rejected if it is not accompanied with a supply document issued by the Supplier and all necessary attestations, certifications and warranty cards. If these terms are not met, the Purchaser shall not be liable for the delay in acceptance of supply and payment deadline arisen due to this.
3. The Supplier shall be liable for damages resulting from any delay, loss or damages caused by improper labelling, packaging or shipment identification.
4. The supply of the supplied Goods shall be considered performed in relation to meeting the terms of supply and passing of risk of accidental loss or damage to the goods from the Supplier to the Purchaser at the time of flawless, documented receipt of the supply subject by the Purchaser at the agreed place.
5. The provision of the service shall be considered performed at the time of receipt of the subject of the Agreement on the provision of services by the Purchaser in writing.
6. The Purchaser shall be entitled to return any shipment supplied before the supply term to the Supplier at his expense and risk or to charge the Supplier with relevant storage costs. The risk of damage or loss shall be borne by the Supplier.
7. The liability for non-performance or improper performance of the agreement in the form of contractual penalties in the following cases and altitudes shall be agreed:

The Supplier shall pay the contractual penalties to the Purchaser:

- a. for a waiver from the order execution by the Purchaser for reasons dependent on the Supplier or by the Supplier for reasons beyond the Purchaser's control – at 10% of the value of the subject of the agreement;
 - b. for exceeding the supply term in the amount of 0.6% of the value of the order for each day of the delay. This also applies to medium terms;
 - c. the delay in removing the defects found at the receipt of the order subject or during the warranty period for defects amounting to 0.4% of the value of the order, for each day of the delay, calculated from the expiry of the date set by the Purchaser for the removal of defects.
8. The Purchaser shall have the right to deduct the accrued penalties from the Supplier's remuneration, submitting a statement for this purpose in writing beforehand.
9. In the case of delay of the Supplier in performance of the item, the Purchaser may – without giving up the power to charge a contractual penalty and additional compensation – use one or more of the following powers:
- a. to demand the performance of the order in whole or in part;
 - b. withdraw from the Agreement in whole or in part for reasons attributable to the Supplier without the designation of an additional date on a written notification of the Supplier.
10. In any case, if the contractual penalty does not cover the suffered damage, the Purchaser may pursue the additional compensation on generally applicable principles.
11. The party affected by an event beyond its control and which cannot be predicted or avoided, including (not limiting to) terrorism, uprising, epidemic, flood, earthquake, or similar natural disaster ("Force Majeure"), shall notify in writing the other party about a given event and shall transfer to the other party any related information and evidences, especially concerning the period, during which the event may delay the timely execution of the Order. Strikes affecting the Supplier, public transport or events of any kind (including those set forth pursuant to this agreement as the Force Majeure events) affecting the Supplier's suppliers or subcontractors will not be considered as Force Majeure events justifying the non-execution of the Order.
12. In the case of the Force Majeure event affecting the Supplier, the Purchaser will, according to their discretion, be entitled to:
- a. make arrangements with the Sellers on extension of the time for the delivery, or
 - b. cancel the Order or its part, or to withdraw from the Agreement in whole or in part at any time, without further obligations or liability and to demand reimbursement of any already paid amounts.
13. The Payment for the previously supplied Goods shall be payable only when they can be fully used by the Purchaser, in spite of later failure to supply of the rest of the Order. Any excess payment paid by the Purchaser as the advance payment will be refunded by the Supplier.

VI. GUARANTEE AND WARRANTY

1. Completion of the order shall cause granting guarantee and warranty by the Supplier for the supplied goods for the period indicated in the order.
2. The warranty period lasts for the time and from the date indicated in the order. The liability of the warranty shall comply with the provisions of the Civil Code. The Purchaser shall inform the Supplier about the found defect of the delivered goods. The defects found at the receipt and during the warranty period will be removed by the Supplier within a period specified by the Purchaser. The Purchaser shall reserve the right to, at the expense of the Supplier, return all defective goods or to demand their replacement. The Supplier will take any appropriate action in order to ensure replacement or repair of the defective goods at their own expense with due diligence.
3. If the Supplier does not remove the notified defect within the specified party, the Contracting Party may remove a defect instead of the Supplier, at their own expense, after prior written notice to the Supplier. The above shall not breach the powers of the Purchaser in terms of contractual penalties, additional compensation, and withheld payment of the invoices of the Supplier, as well as it shall not exempt the Supplier from responsibility due to the warranty.
4. The Supplier will provide Contracting Party with a warranty card on the date of the delivery of the subject of the order at the latest.
5. Regardless of the powers resulting from the warranty, the Supplier shall bear the liability in relation to the Purchaser due to the warranty in accordance with the provisions of the Civil Code. The period of guarantee granted by the Supplier shall be equal to the period of the warranty granted by them

VII. PRICE

The prices quoted in the order shall be fixed and shall not be subject to changes. They shall include the goods delivered to the specified place of supply at the expense of the Supplier.

VIII. SUBJECT OF THE SUPPLY

The subject of the supply must be performed in accordance with the order, the current standards and regulations, for which the Supplier will provide the necessary documents, attestations and certificates along with the supply of the purchased goods or provision of the services. The Purchaser and Purchaser's Customer shall reserve the right to conduct audits at the Supplier in order to assess their qualitative ability.

IX. TERMS OF PAYMENT

1. Subject to compliance of the supplied goods and the invoice with the Agreement, the payments will be conducted by the Purchaser in the form of a transfer to the Supplier's account specified on the invoice within 30 days after the date of delivery of the invoice to the Purchaser's premises along with the faultless goods reception protocol, unless otherwise will be agreed in writing. Every time, the flawless goods reception protocol, an issue document, or a consignment note signed by the representatives of the Parties shall be the basis of issuing the invoice.
2. In the case of detection by the Purchaser and prompt notification of the Supplier of quality defects in the supplied goods, the Purchaser shall have the right to stop partially or totally the payment until removal of quality defects.
3. The invoice shall be issued (if otherwise was not stated) in the currency of the Purchaser.
4. The VAT should be specified on the invoice.

X. CONFIDENTIALITY

1. Any information arising directly from these General Conditions of Purchase, as well as information obtained by the Supplier in relation to the performance of the agreement, including, in particular, all organizational, commercial and technical information concerning the Purchaser and not made available to the public, will be considered confidential information by the Parties and they will not be disclosed to the third parties as such. This liability shall not apply to situations, in which the obligation to provide information results from the applicable legal provisions.
2. In particular, the Supplier shall be obliged to treat information about the volume of trade, used prices, discounts, product specifications, logistics agreements, process data as confidential information on pain of the Purchaser's withdrawal from the Agreement for reasons attributable to the Supplier.
3. The Supplier shall declare that they will not use confidential information for purposes other than for the order execution and that they will ensure this information diligent protection appropriate to its confidential nature. The liability to keep information confidential shall remain in force after the completion of the Agreement and may be repealed only with the written consent of the Purchaser, otherwise shall be null and void.

XI. ADDITIONAL PROVISIONS

1. In the case of extending the scope of the order, the Supplier will supply additional or replacement goods on commercial terms applicable to the performance of a given order (unit prices, discount).
2. The Purchaser shall reserve the right to return the part of the order subject and to limit its scope. The possible return of the part of the order subject or its scope limitation will take place using unit prices adopted in the performance of a given order (the Agreement).
3. The Supplier shall exempt the Purchaser from any claims of the third parties in relation to the Services and Goods, parts and materials supplied on the basis of a patent, a license, or registered designs. In the case of proceedings conducted in respect of such claims, the Supplier will provide a direct defence of the Purchaser at their own expense.
4. The Supplier should prevent any unfair actions of their representatives in relation to the receipt of monetary amounts from the Purchaser. The Supplier shall warrant and be obliged that they did not and will not give any donation or commission, as well as they did not and will not agree to pay a commission to an employee, a proxy, a subordinate, or a representative of the Purchaser in relation to the Order and the Agreement, or any other agreement with the Purchaser.
5. If the Supplier, or anyone else acting on their behalf, breaches the above provisions, the Purchaser may:
 - a. cancel the Order or withdraw from the Agreement and recover the amount of their incurred loss resulting from cancellation of the Order or withdrawal from the Agreement from the Seller, or (and) recover any loss incurred by them as a result of the breach of point 4 of this point in full from the Seller, regardless of whether the Order was cancelled or not, or regardless of withdrawal from the Agreement.
6. The Supplier shall be obliged to deliver Goods and Services in required quality level PPM < 9 000 yearly.

XII. DISPUTES

1. In cases not covered by this General Conditions of Purchase, the relevant provisions of the Civil Code shall apply.
2. In the event of a dispute concerning the interpretation or performance of the order and these General Conditions of Purchase, the substantive right Court in Poznań will be a competent determining authority.
3. The Agreement and the order shall be subject to the law applicable to the place of registration of the Purchaser. The United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply.

XIII. FINAL PROVISIONS

1. Without the prior written consent of Purchaser, the Supplier shall not be entitled to transfer to another person or to encumber rights arising from the performance of the Agreement.
2. Any amendments and supplements to these General Conditions of Purchase shall require a written form, otherwise shall be null and void.