

General Terms and Conditions of Purchasing of Goods in force at GEKOPLAST S.A.

Based

in Krupski Młyn ul. Krasińskiego 13

1. The terms used in the General Terms and Conditions of Purchase:

a) *Buyer* – GEKOPLAST S.A. headquartered in Krupski Młyn, registered in the Register of Entrepreneurs of the National Court Register under number 0000357223

b) *Seller* – natural person, legal entity, other organizational unit possessing legal capacity concluding with the Seller a sales contract within the meaning of the Act of 23 April 1964 Civil Code (Journal of Laws of 1964, item 16, no. 93, as amended) hereinafter referred as Civil Code Not a consumer within the meaning of art. 22¹ Civil Code

c) *Contract* – sale agreement within the meaning of Civil Code.

d) *Goods* – movable goods, including raw materials, materials, equipment, semi-finished products, products, and other items ordered but the Buyer

e) *Order* – A statement of will given to the Buyer by the authorized person addressed to the Seller, containing the will to conclude a sale or delivery contract.

2. These General Terms and Conditions of Purchasing of Goods hereinafter referred to as GPC shall form an integral part of this Contract and shall be binding upon the Seller if they were delivered to the Seller prior to the conclusion of the Contract, in particular with the offer inquiry or the order.
3. These GPC apply to any Contract between the Buyer and the Seller, irrespective of the form of conclusion, in particular, concluded under the procedure of placing orders or procurement program. Orders are submitted to the Seller in writing or by e-mail. The order specifies in particular the type of goods ordered, quantity, dimensions, weight, color and other elements characterizing the Goods, as well as the conditions of execution of the Contract specified in point 11 of GPC.
4. Subject to point 8 of the GPC, the contract shall be concluded upon receipt by the Buyer of the confirmation of the Seller's acceptance of the Order submitted in writing or by e-mail, in content indicated in the accepted Order. Confirmation of acceptance of the Order is tantamount to acceptance of the GPC. Orders can be accepted without any reservations, changes or modifications made by the Seller. Any change done in the Order does not bind the Buyer and is treated as a new offer, regardless of the scope of the change. In such case, the Contract is concluded only if the Buyer confirms to the Seller, in writing or by e-mail, execution of such order.
5. Each modification of the order requires written or e-mail.
6. The Buyer reserves the right to change the quantities and dates stated in the order at each stage if its execution.
7. The Seller is obliged within 48 hours from the date of receipt of the order to declare to the Buyer in writing or by e-mail whether the Order is accepted or refused.
8. In case there is no response within the time limit specified in point 7 of the GPC, it shall be deemed to be accepted without any comments.
9. Any reservations and changes to the Order submitted by the Seller after the acceptance of the Order will be binding for the Buyer only in case, under the pain of invalidity, of written consent of the person authorized to represent the Buyer.

10. The only authorized persons entitled to submit Orders to the Seller are persons employed in the Purchasing Department and persons authorized to represent the Buyer by law. Orders placed by any other person are non-binding for the Buyer and in such case, if the Order is executed, the Buyer is entitled to return the goods to the Seller at the Seller's expense.
11. Contract realization terms, including payment terms, place and way of delivery and packaging of the Goods, payment terms, prices, and in particular the date, method and currency of payment, necessity and costs of possible insurance of the Goods, the moment of passing the risk of accidental loss or damage to the Goods to the Buyer, required security for payment, required documents and other conditions occurring each time from the Contract. Parties may list above conditions by indicating the relevant Incoterms issued by International Commerce Chamber (ICC). Unless otherwise stated in the Contract, it is assumed that:
 - a) transport costs to the place indicated in the accepted order, packaging, insurance, custom clearance and other necessary proceedings shall be borne by the Seller and he is obliged to carry out all necessary procedures related to import and export of goods,
 - b) Where the Buyer is to pick up the goods at the Seller's premises, the risk of accidental loss or damage to the goods is passed on the Buyer upon receipt of the goods. Where goods are to be delivered by the Seller to the place specified in the Contract, the risk or damage to the goods shall pass to the Buyer upon delivery of the goods to the place of delivery indicated in the Contract.,
 - c) The payment date is determined individually for each order and counted from the date of delivery to the Buyer of a properly issued VAT invoice or the appropriate account, whereby the Buyer is not obliged to pay the price before receiving the goods in accordance with the provisions of GPC,
 - d) The Seller accepting the Order undertakes to comply strictly with all terms and conditions of the Contract, including the dates of order fulfillment and the quantity of Foods ordered in accordance with the terms adopted for the Order. The Seller is obliged to inform the Buyer in writing of any circumstances that prevent or impede the execution of the Order in accordance with its content,
12. In the event of any delay in the execution of the submitted Order, caused by the Seller, in particular in the event of a delay in delivery ordered by the Buyer, the Buyer shall be entitled to withdraw from the Contract, in whole or in part, solely from the unrealized part of the Contract, but the withdrawal is possible within 90 days of the expiry date of such obligation.
13. Unless expressly stated otherwise in the Order, the Seller is obliged to properly pack the Goods at his own expense, risk and liability. The packaging of the Goods should take into account the way it is transported and protect the Goods from damage and destruction. In each case the Goods must be accompanied by all the documents indicated in the Order, the Contract, documents demanded by the Buyer or necessity of joining is due to the applicable law, in particular: the invoice with the order number indicated in the Order, certificates for the goods and proof of delivery. The Buyer requires on the shipping list and indication of Order number given by the Buyer.
14. The order is deemed to have been fulfilled if the ordered Goods corresponding to the quality of the content of the Contract were delivery in quantity, manner and place indicated in the Order, together with all the documents required in the Order, Contract or this GPC. In case of partial acceptance, the order is not deemed to have been executed unless the parties agree otherwise, and such agreement in written form under pain of invalidity.
15. The Purchaser is entitled to refuse to accept the goods in full, if the goods were not delivered in the quantity indicated in the order (quantitative deficiencies) or the goods are defective (quality defects) or not accompanied of all documents mentioned in the Order, the Contract, this GPC and other documents required by law and in other cases provided for by law. In such cases, the Buyer may also make partial acceptance. The Seller regardless of whether the Buyer received the goods is obliged immediately, not later than within 2 days from receipt of information from the Buyer, to provide the Buyer with the missing

quantity of goods, missing documents at their own expense, or either to replace faulty goods with defect-free or to remove defects, at their own expense. For defects of the Goods, the Parties recognize, in particular, the non-conformity of the Goods with the quality requirements indicated in the Order as well as the non-conformity of the Goods with the European standards of use and safety. The Buyer's receipt of the Goods does not release the Seller from liability for defects in the Goods.

16. In case of quantitative deficiencies referred to in point 17 of the GPC, the Seller is obliged to agree on the exact date of delivery of the missing Goods with an authorized person from the Buyer's side from the Purchasing Department or other person authorized to represent the Buyer.
17. In case of delivery of a bigger amount than stated in the Contract, the excess amount of the Goods will be, depending on the Buyer's decisions after informing the Seller, either returned at the expense and risk of the Seller, or stored at the expense of the Seller in the Buyer's premises, until the goods are picked up by the Seller. The Buyer is not obliged to pay for Goods delivered in a bigger quantity than ordered.
18. Whenever the Buyer detects any defect in the goods, including those not discovered on receipt of the Goods, the Seller shall immediately, not later than within 2 days of information receipt from the Buyer, according to the Buyer's choice, to replace defective goods with defective-free goods or remove the defect on at their own expense.
19. In the event that the Seller fails to satisfy the claims made by the Buyer in respect of any quantitative or qualitative deficiencies in the delivered Goods within the time limits set forth in the GPC, the Buyer is entitled to order the performance of obligations to the Seller, at the third party at the expenses and risk of the Seller, or to withdraw from the Contract in whole or in part, only from the unrealized part of the Contract, within which the delivery of claimed goods was made. In such case, the Buyer is also entitled to withdraw from any other Contracts concluded with the Seller but not executed so far, wherein the withdrawal may be made within 90 days from the expiry of the deadline for the Seller to fulfill his obligations. The aforementioned provision also applies if the replacement of the Goods for ineligible or repairs is not possible.
20. The Buyer is entitled to file a complaint regarding nonconformity of the goods with the Contract as well as defects in the legal provisions of the goods within 30 days of the date of defect detection of such goods.
21. For the day of payment, in the case of non-cash payments, the Parties recognize the date on which the Buyer's bank account is debited.
22. The Seller is obliged to guarantee the delivery in accordance with all points of these GPC and the plans and standard specified in the Contract.
23. The Seller accepting the Order shall ensure that the Goods he delivers correspond to the standards of use and safety required by the European Union.
24. The Seller is obliged to immediately inform the Buyer, in both cases during and before execution of the order, about any defects detected, by the Seller and any other person, in goods in order to minimize any qualitative, financial and other consequences and to prevent any delay in the production. .
25. The Buyer has the right to control the quality of the goods on every stage of execution of the order.
26. The Seller is obliged to constantly control the quality of his services to ensure the quality of the goods ordered by the Buyer. He is responsible for all possible defects in the delivered goods, including the defects which are visible and hidden. In no event will the quality control carried out by the Buyer before, during or after the Order realization does not release the Seller from liability for defects in the Goods, including its quality.
27. The Seller is obliged to confidentiality of all information constituting the Buyer's business secrecy, to which he has access in connection with the receipt, acceptance, execution, conclusion of the contract. The Buyer's confidentiality are following information about the Buyer: technical, technological and production data,

organizational information, including the type and functionality of the equipment and production lines used by the Buyer, , the technical, material and construction solutions used by the Buyer, business strategies, development plans, reports, applied methods and procedures, know-how, specifications, drawings, business secrets, actions and marketing plans, commercial contacts, customer databases, suppliers and other contractors. Information about employees and associates, including their terms of employment, budget information, accounting, business reports, reports required by law and other financial reports, financial matters and pricing policies. Buyer's confidentiality shall also be understood as any technical, basis, validation, design or manufacturing documentation, as well as any documents that constitute the Buyer's intellectual property, as well as information that are the Buyer's business secrecy within the meaning of Art. 11sec. 4 of the Law of 16 April 1993 on combating Unfair Competition(Journal of Laws of 2003, no. 153, item 1503, as amended).

28. The obligation to keep confidential information of the Buyer's business secrecy includes, in particular, the prohibition of their sharing, transmission, disclosure to any third party, prohibition of their publication, dissemination, and the prohibition of using the above-mentioned information for your own use either directly or indirectly, either through third parties or for the benefit of another entity. In particular entities related by capital or organization, prohibition to use the above information in any way for the purpose to run own or someone else business or professional activity.
29. The Seller is obliged to ensure compliance with the obligations specified in point 29-30 of the GPC by the members of their authorities, proxies, agents, employees, persons connected with the Seller by civil law, other entities irrespective of the type of legal relationship between the entity and the Seller. The Seller will be fully responsible for any breach of the aforementioned obligation by the aforementioned persons.
30. The Seller is obliged to provide the Buyer with the necessary data: name, legal form, address of the registered office together with bank information and tax number.
31. The transfer of ownership of the Goods to the buyer takes place upon receipt of the Goods by the Buyer.
32. Payment for delivered and received Goods is made by bank transfer on the basis of properly issued invoice by the Seller, including, in addition to the data required by applicable law, the order number and the delivery note number.
33. The invoice referred to in point 33 of the GPC should be delivered to the Buyer by the last day of the month in which the sale took place or by 15day of the following month at the latest. In case of inconsistency of the content of the invoice with the contents of the Contract(in particular price, payment date, quantity, etc.), occurrence of any quantitative or qualitative deficiencies of the Goods delivered, the Buyer is entitled to withhold payment for the Goods and other amounts resulting from the invoice, to the time of clarification and removal of nonconformity to the invoice or until the Seller performs the obligations resulting from the defects of the goods reported to him, without delay in this regard.
34. Delay in any payment to the Seller cannot be the reason for the suspension, delay or cancellation of delivery of the Goods to the Buyer.
35. The Buyer or the authorized representative of the Buyer has the right to audit the Seller within the scope of the quality system used and the production process. No audit shall release the Seller from liability to the quality of the goods delivered to the Buyer.
36. Force Majeure: if execution of the Contract is impossible or impeded due to force majeure, by which is understood an extraordinary even for which no party has any influence, the date of execution of the contract may be modified provided that the party who suffers from force majeure will inform the other party and will take all possible measures to minimize the delay and its consequences. Where the impossibility of enforcing the Contract due to force majeure lasts more than 30 days, the Buyer may withdraw from the Contract within 90 days of the expiry of 30 days of force majeure.

37. Seller's claims under the Contract may not be transferred under any contact to any entity without the Buyer's consent.
38. The Buyer is entitled to compensation from the Seller for any breach of the Contract in full amount. In this respect, the application of Art 72 second sentence and art. 77 of the United Nation Convention on international contracts for the sale of goods made in Vienna on 11 April 1980 (CIGS). The compensation shall in particular include the sum of all contractual penalties and indemnities that the Buyer must pay to any third party due to improper performance of this Contract.
39. The law applicable to the Contract is Polish law, whereas the Parties exclude application of the relevant provisions of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980 (CIGS), within the scope of this GPC and the whole provision of art. 58, art. 66 and art.84 sec.2. The parties also exclude, in its entirety, the application of the provisions of the Convention on limitation in International Sales of Goods made in New York on 14 June 1974.
40. The competent court for the settlement of disputes arising out of or related to the Contract is the Polish common court locally competent for the Buyer's headquarters.