

1. These "General conditions of sale" hereinafter referred to as GCS apply to transactions between Polymer Sp. z o. o. - The Seller, hereinafter referred to as Sp. Polimer, and the entity - hereinafter referred to as the Buyer and applies to them, unless the parties agree otherwise. Any deviation from the GCS requires approval by Sp. Polimer and the written form under pain of invalidity.
2. GCS are an integral part of all sales contracts concluded by Sp. Polimer.

I. Orders

1. Price offers sent by Sp. Polimer to potential Buyers are binding as to the price which may be changed after a period of validity of the offer or if the supplier changes the price of the material. Delivery date determines the confirmation of the order acceptance.
2. The contract binding both parties is concluded as a result of placing an order by the Buyer and written confirmation of the order acceptance by Sp. Polimer. The Buyer can not withdraw from the contract without the written consent by Sp. Polimer.
3. The order sent to Sp. Polimer, by the Buyer, should contain the exact name and address of the Buyer, its tax identification number, information about the ordered product to the extent necessary to its identification, and the number of price offer addressed to the Purchaser by Sp. Polimer, if it was drawn up.
4. The order should be signed by the person or persons authorized to represent the Buyer. Sp. Polimer reserves the right to verify the powers for representation of the persons signing the order.

II. Prices and conditions of payment

1. The Buyer shall pay the agreed price for the goods determined by Sp. Polimer in the order confirmation. Indication of the price can take place by reference to the number of the price offer on the basis of which the order is placed. If the order confirmation does not indicate otherwise, that price is the net price.
2. Payment will be made on the date indicated in the invoice content, in accordance with arrangements of the parties contained in the order confirmation or other document signed by the parties.
3. The date of payment shall be deemed to the date of receipt of receivables to a bank account of Sp. Polimer. In case of failure to fulfil the deadline for payment, Sp. Polimer will submit a claim for payment by the Buyer of statutory interest.
4. Notification by the Buyer of any objections, comments or complaints and examining them does not stop the course of the payment date. In the case of recognition by Sp. Polimer of reservations, comments or complaints, Sp. Polimer will immediately make correction of settlements.
5. .If the Buyer fails to make, the receipt of goods for reasons not culpable by Sp. Polimer, on the date determined the price and other services must nevertheless be paid as if the delivery of the goods had occurred according to the contract.

IV. Deliveries and effects failure to fulfil deadlines

1. Sp. Polimer is not liable for failure to fulfil any deadlines arising from the conclusion or execution of this contract, if those failures do not result from its exclusive guilt.
2. The forms, which are owned by the Buyer, will be stored by Sp. Polimer for a period of 3 months from the date end of production. After the expiry of them the Buyer is obligated to collect the forms or to pay a fee for their storage agreed by both parties

V. Guarantees and complaints

1. The buyer is obliged to accept the goods at the headquarters of Sp. Polimer or to cover the costs of delivery to the location indicated by the Buyer - unless the parties agree otherwise in writing. Responsibility for goods passes to the Buyer at the time of release of the goods to the Buyer or a person designated by it. The receipt of the commodity is confirmed by legible

signature of a person authorized by the Buyer and by the date in the document of release of the goods.

2. The buyer at the time of acceptance of the goods is obliged to immediately inspect its condition, quality, quantity and assortment and possibly submit, in a written form, reservations in this respect. If within 7 days of receipt of goods, the buyer does not inform Sp. Polimer about non-compliance of the delivered goods with the order, it means that the goods have been accepted without reservation. Any mechanical damages, among others: cracks, fractures, scratches or bruises should be notified by the Buyer at this stage, before the process of storage and start of the process of production.
3. Sp. Polimer grants to the Buyer a guarantee of the quality of the goods sold. The guarantee of quality of a given commodity is granted for a period of 12 (twelve) months from the time of delivery to the Buyer (or receipt by the Buyer) of this commodity, unless the parties agree otherwise in writing. The guarantee does not cover mechanical damages referred to in point 2 above.
4. The Buyer is obliged to immediately, however not later than within 7 days (in words seven), report to Sp. Polimer each case of occurrence of defects of the goods. The guarantee of quality a given commodity is granted subject to the timely notification of defects identified.

5. Granting the above guarantee means that in case of the occurrence of product defects, Sp. Polimer should, within no more than 48 hours after the date of receipt of complete documentation allowing for consideration of the complaint, to provide a preliminary response to the customer's complaint, containing information on dealing with non-conforming products. But no later than within 21 (twenty one) days, in case of acceptance of customer complaints, Sp. Polimer should rectify the defect or deliver new goods.

In a situation when the deadline for removal of defect is extended, both parties must determine the time range needed for its liquidation.

In the case of considering the complaint adversely by Sp. Polimer, the Buyer has the right to appeal against the decision within 7 (seven) working days from the date of receipt of the official position on the complaint. Failure to meet this deadline, results in the closure of the complaint with maintaining the decision taken.

6. The complaint will be accepted for consideration by the Seller under condition of providing by the Buyer necessary information, i.e. the amount of complained goods, delivery dates, serial numbers of all complained items, the problem description and photos of defects (in case of impossibility of taking photos, the problem must be thoroughly explained). In case of failure to meet this requirement, the Seller reserves the right to reject the complaint without consideration.
7. Sp. Polimer is not liable for any damage caused by improper use or storage of the products by the Buyer and for execution and design mistakes of third parties, as well as for normal wear and tear of the product. In particular, the Buyer is not entitled to any complaint in situations when:
 - a) Buyer or a third party used the product not according to its technical parameters
 - b) Buyer or a third party, on their own, made changes in the product or conducted its repair
8. Sp. Polimer has the right to refrain towards the Buyer from implementation of its warranty claims until the settlement by the Buyer of all outstanding financial obligations towards Sp. Polymer.

9. Notification of a complaint which is unreasonable or inconsistent with these GCS shall cause on the part of the Buyer the obligation to cover any costs and damages incurred by Sp. Polimer connected with consideration of the complaint.
10. Repairs carried out by Sp. Polimer outside the conditions of this guarantee are payable maintenance service.

VI. Scope of liability

1. The liability of Sp. Polimer for defects or shortages of goods is limited exclusively to the obligations described in the content of these GCS and it does not include the monetary compensation.
2. Any liability of Sp. Polimer related to the conclusion of the contract or making the sale of products, irrespective of the title of this liability, does not include remedying the damage regarding the expected benefits, loss of profits, loss of production, loss of market reputation, etc., liability of Sp. Polimer associated with these claims.
3. The transfer by the Buyer of rights from the contract binding the parties to another entity requires the approval by Sp. Polimer expressed in written form.

VII. Final provisions

1. To settle any disputes involving the legal relationships to which these GCS are applicable - the common court of law competent *ratione loci* and *ratione materiae* for the seat of Sp. Polimer - will be exclusively competent
2. In the event that any of the provisions of the GCS infringes the absolutely binding provisions of law, the laws in force shall be applied.
3. In matters not regulated by these GCS the relevant provisions of the Civil Code are applied.