

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (OWSiD)** **DAFO Plastics sp. z o.o.**

General Terms and Conditions of DAFO Plastics sp. z o.o. seated ul. Waksmundzka 193, 34-400 Nowy Targ number of National Court Register KRS0000048512, NIP 735-000-88-56, hereinafter called „Seller” under rule of art. 384 Polish Civil Code are an integral part of contracts of sale and delivery to be concluded with DAFO Plastics sp. z o.o..

### **I. DEFINITIONS**

1. Definitions: „OWSiD”, "conditions", "these Conditions" „this”, " below", " above "and the other used in a similar context, means these General Conditions of Sale and Delivery.
2. Term "commercial goods" means bottles, jars, tubes, polyethylene nuts, caps and other items subject to sales or delivery performed by the Seller.
3. Term "Service" means the consideration made by Seller to Buyer transactions related to the design of cosmetic bottles, injection molds and others taken at the request of Buyer's operations.
4. Term "Agreement" means a contract of sale of goods trade agreement with the Seller, regardless of the form adopted by the Parties.
5. Term "Order" means the Buyer's demand for additional commercial lots be made in writing, via fax or electronically.
6. Term "Buyer" or "Buying Party" means any domestic or foreign entity (legal or natural person) making the purchase of goods at the Seller's business.
7. Term "Party" or "Parties" means Party of selling and buying together.
8. Term "carrier" means an entity acting on behalf of Seller or Buyer executing the transport of commercial goods to the place fixed in the Agreement between the Parties.

### **II. GENERAL PROVISIONS**

1. Following conditions apply to each and every sale of commercial supply of goods made between the Seller and Buyer.
2. This Terms and Conditions apply for all subsequent transactions, regardless of their subject. Any changes, additional agreements, suspension or termination of the conditions shall be in writing with effect invalid in case of failure to comply.
3. Terms incompatible with the following provisions are not binding on the Seller, even if not explicitly denied by the Seller. Such conditions involve the seller if he has expressed a written consent to the difference to regulate the reciprocal rights and obligations of the parties. Errors and obvious mistakes are not binding on the parties. Specifically excluded is the acceptance of any "General Conditions of Purchase" of the buyer, or other terms or documents of a similar nature by signing an order confirmation by the Seller or any other documents referring to these terms.
4. The seller may contract the execution of orders placed by the Buyer of their choice to subcontractors.
5. The plans, drawings, sketches, forms, negatives, production patterns, models, comments and all documents, written or oral information provided to the Buyer shall remain the exclusive property of Seller.

### III. CONCLUSION OF THE AGREEMENT

1. Catalogues, price lists and other information targeted at customers who do not constitute an offer. Also, a letter, accompanied by the present terms, despite the title, with the word "offer" does not constitute an offer within the meaning of the Civil Code. This letter is only a response to the inquiry and present range of products at issue in question and the general conditions of sale and delivery.
2. The order does not bind the Seller if it is not confirmed by the Seller.
3. The seller is not obliged to accept and comply with the order of the Buyer.
4. Seller Objections made to the contract binding on Buyer unless its notes within 2 working days. For comment by the Buyer, the Seller is bound by contract only if the terms of sale and delivery takes into account the written comments of the Buyer.
5. The Seller is not obligated to perform the contract, if for reasons beyond his control, in particular as a result of the Buyer to third parties, force majeure, the sale of commercial goods is difficult, impossible or leads to a loss to the Seller of more than 5 % of the value of the contract.
6. Seller's sales representatives act only within the powers granted to them. Seller assumes no responsibility for the actions of the Representatives of the trade beyond the scope of powers granted to them.
7. Order or part thereof may be canceled only after obtaining the written consent of Seller. If you cancel the whole contract or part thereof, Buyer shall pay the costs incurred by the Seller and its subcontractors, in particular products or products produced in the course of the contract and services rendered or services in progress.
8. Buyer may not assign or transfer rights under the contract or the contract in whole or in part, to any person in any way and for any title, without the express prior written consent of Seller.
9. The sales contract is concluded upon signature by both parties of a written contract, or when received by the client's written acceptance of the contract, unless something else is not clear from the wording of the acknowledgment.

### IV. DELIVERY

1. Delivery dates will be determined by the Seller in the confirmation of the order of the Buyer.
2. Delivery period shall commence from the date of delivery to the Buyer the acknowledgment of the order. The term shall be deemed complied with if the goods are delivered on a certain day of the Buyer or the carrier or warehouse facility Seller. If the buyer did not indicate the place of delivery, the term shall be deemed complied with if on a given day was prepared to deliver the goods. The costs of storing the goods from that moment until the buyer bears.
3. Seller is not responsible for defaulting, if the cause of failure to meet the deadline was force majeure or other circumstances independent of the Seller.
4. Until the termination of the obstacles seller may withhold or restrict supply or rescind the contract.
5. In the case of suspension or limitation of delivery, delivery period shall be suspended, in whole or part of the shipment covered by the interruption, until the cessation of obstacles.
6. In none of the above situation does not believe that the seller has not performed or improperly performed the obligations and Buyer shall not be granted the right to claim damages or penalties.
7. Each supply can be realized in parts by the Seller. Determination of the amount, type and time are made by the Seller.
8. In the case of a cooperation agreement on the fixed supply, the supply of each individual is treated as a separate contract of sale. The provisions of these terms and conditions of the contract shall apply accordingly.
9. In case of delay in delivery or part thereof by the Seller, for reasons other than those mentioned in paragraph IV.3, the Buyer shall be entitled to a contractual penalty of 0.5% of the unrealized part of delivery for each commenced week of delay in delivery.

10. Delivery may have a deviation of  $\pm 2.5\%$  of the quantity ordered. Goods made specially according to customer's requirements will be delivered in batches, in which they were generated, depending on fluctuations dictated by the circumstances of the technical production.

## V. SHIPPING

1. If you use the services of Seller's freight forwarder or carrier, the risk of accidental loss or destruction of goods passes to the Buyer, at the time of delivery the freight forwarder or carrier, and the Seller shall not be liable for any defects and deficiencies in the commodity and its packaging created after that date.
2. If the buyer does not specify at the time, but no later than 5 working days before shipment of the goods by the Seller, the manner and type of packaging and transport, which is to be performed delivery, the Seller may freely, subject to due diligence, to make a choice of packaging and the measure transport.
3. Transport costs incurred by the Buyer pursuant to the rate used by the Carrier, with the exception of consignments of a specific value each time by the Seller at the request of the Buyer.
4. Seller is not responsible for any damage resulting from the use of inadequate packaging, if it was required or has been accepted by the Buyer or if Buyer has not forwarded in writing, subject to Section VI of two specific conditions of transport.

## VI. PRICES

1. The information contained in price lists, offers, acknowledgments prices are net prices (excluding VAT). In the event of a change in VAT rates in force gross price changes.
2. The prices include the industry standard used in inner and outer packaging. For an additional fee, after consultation with the Seller it is possible to use other methods of packaging and transport packaging.
3. The domestic price may be given in Polish zloty, or as equivalent to a certain amount expressed in foreign currency. If the currency after it is sent by the Seller devalued order confirmation, delivery price increases in proportion to the devaluation.
4. Price is determined in a written acceptance of your order (section III, 9) may change the date of delivery or implementation, if one or more factors taken into account when setting the price has changed.

## VII. PAYMENTS

1. Invoices issued by Seller shall become due and payable on the date specified on the invoice. The day to make payment shall be the date of payment by cash or day on which the amount payable on account of the Seller, the payments shall be deemed made only when they are made in full.
2. If the payment date falls on a day off from work, payment can be made the next business day.
3. The invoice is also a first call for payment.
4. Any payment or prepayment paid by the Buyer for future deliveries will not constitute a deposit within the meaning of the Civil Code
5. If a fixed payment terms are exceeded, the legal implications of the delay (non-payment) may be withdrawn without notice.
6. If the Buyer is late in paying one or more charges, Seller may make the execution of any further deliveries to the payment of the award or payment by Buyer of such debt security. The seller may inform the Buyer a separate letter to withhold supplies or refuse to accept further orders. The seller may also cancel the contract with immediate effect. In this situation, all the obligations of the Buyer to the Seller shall become immediately due and payable, the date of cancellation by the Seller of the contract.
7. The settlement between the parties shall be excluded the application of any reciprocal deductions.

### VIII. DISCLAIMER OF PROPERTY

1. Goods supplied remain the property of the Seller to the Buyer until payment by Buyer in whole sale price.
2. In the case of notification to the Buyer by a third party for any claims in relation to goods owned by Seller, Buyer shall immediately notify the Seller and take all measures to protect the rights of the Seller. In the case of negligence cited. obligation to Buyer shall be liable for damages to the Seller.
3. In the case of notification to the Buyer by a third party for any claims in relation to goods owned by Seller, Buyer shall immediately notify the Seller and take all measures to protect the rights of the Seller. In the case of negligence cited. obligation to Buyer shall be liable for damages to the Seller.
4. Request and receive the goods by the Seller does not - unless the parties otherwise agreed - to withdraw its contract of sale, and only serves as security for the implementation of the Buyer's obligations to the Seller.
5. The transfer of ownership of commercial goods to a third party, prior to payment of the total amount due to Seller will be tantamount to making the assignment to Seller in this respect afforded to the Buyer. This does not affect the personal responsibility of the Buyer to the Seller for the payment of full sale price.
6. Cost of supply (return) of goods, the Seller shall be borne by Buyer.

### IX. RESPONSIBILITY OF PARTIES

1. The accuracy and completeness of the data contained in the contract or the documentation provided to Seller Buyer is responsible.
2. If the parties have agreed in writing delivery of products or materials not meeting the Polish Standards or other technical or safety standards Sellers are not responsible for the consequent harm.
3. For the applicability and effects of use of goods supplied by the Seller in the Buyer's specific design solutions, corresponds to the Buyer, even if the seller was included as an adviser or consultant in the preparation of the final product structure and the Buyer.
4. The seller is responsible for the feasibility and correctness of the application of its products in certain solutions and products in the final buyer, only when that clear in the agreements between the parties.
5. Seller shall not be cited, however. liability if the buyer does not comply with the explicit guidance, recommendations and instructions of the Seller.
6. Seller shall not be liable to Buyer for defects in the product or the product made by the Buyer from goods supplied by the Seller.
7. Indemnification of the Seller, in each case is limited to actual damages.
8. The buyer is obliged to immediately notify the Seller of any demands for compensation could be sold in connection with merchandise trade, or product made by the Buyer or any third party buying the goods from the Buyer. In lack of proper notice in writing within 14 days from the date the information relieve Seller from liability for claims received.
9. The buyer is solely responsible for compliance with laws and regulations in force for the import, sale and use of products in their country of destination.
10. The buyer is solely responsible for properly informing their customers and end consumers to use products or the associated potential risks and any resulting consequences.

### X. WARRANTY

Seller grants Buyer the warranty under the terms of General Conditions of Guarantee DAFO Plastics sp. z o.o.

#### XI. FORCE MAJEURE

1. An additional factor considered force majeure, it shall relieve the Seller from its obligations under the Agreement and OWSiD.
2. For force majeure is declared the existence of exceptional circumstances, on which the parties do not have any impact, particularly as force majeure is considered the occurrence of strikes, industrial disputes, fire, riots, acts of terrorism, armed conflict, the state of war, natural disasters, changes in law or decision, government or local authorities which limit or exclusion capability of producing commercial goods, as well as the occurrence of weather conditions of exemption, or significantly impede the transport of commercial goods.

#### XII. WITHDRAWAL FROM AGREEMENT

1. Except in the cases of withdrawal provided by the Civil Code Parties may terminate the contract by mutual agreement.
2. In the event of termination, Seller is not obliged to take back niewadliwego goods to be supplied. However, if the seller agrees to waiver by the Buyer from the contract and take back the products covered by contracts, the cost of providing goods to be accepted back by the Seller shall be borne by Buyer.

#### XIII. ADDITIONAL FEES FOR SMALL AND NOT STANDARD ORDERS

In the case of contracts for quantities inconsistent with industry standards seller may add to the price of the additional costs resulting from the need to implement a custom order. Such costs will be provided at the request of the Buyer. In the event the minimum number of enhancements Selling is a packaging product.

#### XIV. FINAL PROVISIONS

1. The law applicable to these terms and agreements between the parties is the only Polish law. In matters not regulated by the provisions of these terms, the provisions of Civil Code apply.
2. When drawing up contracts and conditions of purchase in Polish and foreign, the language of the contract is an authentic Polish. In the case of differences between the Polish version of a foreign contract will prevail to read Polish.
3. Any changes to these Terms and changes in agreements between the parties require for its validity in writing.
4. Place of performance of contracts between the Parties is the town of Nowy Targ.
5. Any dispute arising on the background of these terms and agreements based on them will be resolved objectively and locally appropriate for the Seller.
6. The contracts concluded by the Seller to exclude the application of the Vienna Convention, Dz.U.1997.45.286 - United Nations Convention on Contracts for the International Sale of Goods. Vienna. 1980-04-11

#### XIV. ADDITIONAL NOTES

We reserve the right to make structural changes resulting from the development of technical standards. Specifications are subject to size variation associated with production technology.

PREZES ZARZĄDU  
  
mgr inż. Andrzej Daczyński