

GENERAL TERMS OF DELIVERY AND PAYMENT

PREAMBLE

The following provisions shall apply to all sales transactions between PAKMAR sp. z o.o., hereinafter called „Seller” and any party which makes a purchase related to its business activity, hereinafter called “Buyer”.

§1 DOCUMENTS

1. Deliveries of goods to the Buyer are carried out exclusively on the basis of a written order submitted in PAKMAR Sp. z o.o. by fax, mail or post.
2. The order sent to the Seller by the Buyer must contain data of the Buyer, detailed information about ordered products in the scope essential to its identification, quantity and other data concerning conditions of order execution requested by the Buyer.
3. Placing the order by the Buyer shall not bind the Seller, whereas the lack of the Seller's reply shall not mean a silent acceptance of an order. Acceptance of the order shall require a written confirmation by the Seller. The Buyer shall be bound by these provisions unless he presents his remarks immediately. Immediate presentation of remarks shall be treated as placing a new order, while the stipulations of the preceding sentences shall be applied accordingly.
4. We are prevented from fulfilling our obligations by unforeseen events which after exercising due care are beyond our reasonable control and affect us or our suppliers, e.g. war, force majeure, internal unrest, natural disasters, accidents, other operational disturbances, or the delay in the delivery of essential material or raw materials, the delivery time is extended by the period of the hindrance as well as an appropriate start-up time. If it becomes impossible or unreasonable for us to make the delivery we can withdraw from the contract; the Buyer has the same rights if accepting the goods is unreasonable as a result of the delay.
5. Acceptance of the order shall not be binding for the Seller if the Buyer fails to meet his legal obligations such as: advance payment if agreed, in case of payment delay or if credit limit granted by the Seller to the Buyer has been exceeded.
6. If not otherwise agreed between Pakmar and the Buyer the delivery will be ex works (EXW – INCOTERMS 2000).
7. The goods are delivered against a Delivery Note document indicating the type of goods and the quantity.
8. The Buyer is obliged to confirm the delivery's compliance with the Delivery Note document and the content of the order.

§ 2 PRICE AND DELIVERY

1. Unless agreed otherwise, prices of goods offered by PAKMAR are calculated in EUR net on the basis of current price lists without insurance, including normal packaging EXW PAKMAR's warehouse.
2. PAKMAR would carry out the Buyer's order according to the conditions stipulated in order confirmation. The agreed delivery period commences with the date of our order confirmation, however not until all technical details have been clarified. The same applies to delivery deadlines.
3. In the case of order delay, PAKMAR is obliged to notify the Buyer in writing.
4. PAKMAR shall not be liable for delays in delivery being a consequence of modifications made by the Buyer in the content of the order after its submission.
5. The Buyer agrees to take the ordered goods without unnecessary delay.
6. The delay in the collection of goods would be possible only with written permission of PAKMAR sp. z o.o.
7. If the Buyer, due to circumstances not being the fault of the Seller, does not collect the goods or services in the agreed time, the price and other charges must be paid as if the goods were accepted according to the order.
8. Unless otherwise specified in a separate agreement, PAKMAR bears the costs of goods release from the warehouse.
9. In the absence of other instructions by the Buyer the Seller is entitled to determine the mode of dispatch and the means of transportation as well as the forwarding agent or carrier. With the transfer of the goods to the forwarding agent or carrier or to another person who is entrusted with the dispatch, or at the latest, when the goods leave the factory or warehouse, the risk of an accidental deterioration or an accidental loss is passed to the Buyer.
10. The Buyer is obliged to check the quantity of purchased goods at the place of delivery and to confirm the delivery's conformity with delivery note. In the case of damage to goods in transit or quantitative discrepancies, the Buyer shall immediately arrange for identification of the facts with the competent agency.

§ 3 QUANTITY AND QUALITY

1. Deviations from mass, weights, qualities, deficiencies, number of pieces, length, etc. are valid according to normal practice.
2. As far as legally admissible, no warranty is given in respect of colour fastness. The right to marginal levels of bleaching and fading are reserved.
3. We reserve the right to over- or undersupply by up to 10% for customised production and up to 20% in case of deliveries below 500 kg and also for partial deliveries.

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- Orders are carried out in the quality agreed with the Buyer. Unless expressly agreed otherwise, all technical advice offered by us relating to the technology is without warranty. It does not release the buyer from the obligation to examine the products supplied by us in respect of their suitability, including the suitability for the intended further processing and the intended application.
- In the absence of separate contractual provisions specifying specific requirements regarding the quality of materials sold, these materials will be manufactured in accordance with the applicable technical standards and the properties declared in the technical specifications, within the limits of deviations arising in the production process as well as used raw materials.

§ 4 PAYMENT CONDITIONS

- Payments are made on the basis of sales documents issued by Pakmar on a date specified therein.
- The day of payment is the day of crediting the Pakmar's bank account.
- In the case of delayed payment, Pakmar has the right to charge statutory interest in force in Poland.
- If the Buyer delays the payment of the price longer than 21 days from the due invoice or there is a justified reason to think that the Buyer shall not fulfil his financial obligations, before production of goods or services and regardless the established earlier date of payment the Seller may demand the payment of part or whole price in cash or to give specific guarantees or securities. In case the Buyer fails to fulfill above mentioned obligations Pakmar may withdraw from the contract with immediate effect.
- The Buyer may be granted a credit limit depending on the average monthly volume of purchases.
- In the case of receiving a trade credit, the Buyer is obliged to provide Pakmar with financial and registration documents indicated by him. The amount of the granted limit will be adjusted based on the course of cooperation and the documents referred to in point 6.
- Submission by the Buyer of possible reservations, remarks or complaints and their consideration shall not stop the course of the payment date.

§ 5 OWNERSHIP RETENTION

- All goods supplied shall remain property of the Seller (reserved goods) until all claims are satisfied, in particular the outstanding claims, to which we are entitled within the framework of the business relationship. This also applies to future and conditional claims, e. g. from acceptor's bills.
- The Seller is entitled to take back the reserved goods if the buyer is in breach of the contract, especially in cases of default payment. The taking back of the reserved goods only constitutes a cancellation of the contract if we state this in writing. We are only entitled to sell the reserved goods to another party after cancellation of the contract.
- In the case of taking back reserved goods from the Buyer, Pakmar has the right to demand adequate remuneration/indemnity for their use and / or damage

§ 6 WARRANTY FOR THE FAULTS OF GOODS, COMPLAINTS

- The quality of the delivered goods is determined exclusively and finally by the respective product specification. The details which are provided in the product specifications do not constitute any product warranties.
- The Buyer is obliged to check on delivery the conformity of delivery with the content of the order.
- In case of visible defects of the delivered goods, the Buyer is obliged to submit a written complaint in the company PAKMAR within 7 days from the date of delivery.
- If the complaint is not presented within the time limit set out in point 3, it is assumed that the delivery of the goods has been made in accordance with the order of the Buyer.
- In case of detecting hidden defects of the delivered goods later than referred to in point 3, the Buyer is obliged to notify Pakmar as soon as they are detected, but not later than within 30 days from the date of delivery.
- The complaint should include a description of the type of defects and all data contained in the specification attached to each batch of goods.
- Statement of defects in the delivered goods does not allow the Buyer to reject the whole delivery, unless the separation of goods defective from goods free of defects would expose the Buyer to additional costs.
- In no case the Buyer have the right to return the delivered goods without prior agreement with Pakmar. Otherwise, the Buyer will be charged with all costs related to their return.
- The submitted complaint does not relieve the Buyer from his obligation to settle the due amount resulting from the invoice.
- PAKMAR is obliged to consider complaints within 14 days from the date of its receipt and provide the Buyer with a written reply whether he accepts complaints.
- If PAKMAR accepts a complaint, a method of its settling should be given in written form.
- The settlement of claims resulting from the complaint may take place by replacing the faulty goods or reducing the price.
- The value of the complaint can not in any case exceed the value of the delivered material.
- Pakmar does not guarantee the suitability of the materials delivered in the production process of the Buyer, except for declared properties in technical specifications. Unless expressly agreed otherwise, all technical advice offered by us

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relating to the technology is without warranty. It does not release the buyer from the obligation to examine the products supplied by us in respect of their suitability, including the suitability for the intended further processing and the intended application.

15. In any case, the Buyer is obliged to check the compliance of the material supplied with the technological requirements for his production process.

§ 7 FORCE MAJEURE

1. If the Seller or the Buyer is prevented from or delayed in performing by a force majeure event, it shall not be liable or responsible for its failure to timely perform, but shall perform as soon as possible after the force majeure event ceases. References to force majeure shall refer to circumstances that are beyond a party's control and that affect production or transportation, including acts of God, acts of war, acts of government, terrorism, riots, labor strikes, labor lockouts, interruption in telecommunication transmission or product transportation, materials shortages or delays or sudden severe increases in materials prices or other costs, accident, fire, water damage, flood, earthquake, windstorm, other natural disasters and catastrophes.

§ 8 FINAL PROVISIONS

1. The legal relationship between The Seller and the buyer shall be governed by the laws of the Poland. The court competent to settle any disputes between the parties is the court competent for the seat of PAKMAR.
2. In matters not covered by these terms of delivery and payment, the provisions of the Polish Civil Code shall apply.
3. If any of the contractual provisions would be considered void by the court, this shall not invalidate any remaining contractual provisions.

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