

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

**based**

**in Krupski Młyn ul. Krasickiego 13**

**§ 1. General provisions**

1. General Terms and Conditions of Sales of Goods, hereinafter referred to as the GTCS, define the rules of contracting sale of goods offered by GEKOPLAST S.A. headquartered at 42-693 Krupski Młyn, ul. Krasickiego 13, entered into the Register of Entrepreneurs of the District Court in Gliwice, X Commercial Division of the National Court Register under number KRS 0000357223, NIP 6452506445, share capital: PLN 6 049 399.
2. GTCS are integral part of all sales contracts concluded by GEKOPLAST S.A. and bind Buyer if they were provided to the Buyer prior to the conclusion of the Contract, in particular with the offer or response to the offer, in the event that the parties have agreed in their own terms and in the form of a separate written agreement, the provisions of such written agreement shall prevail in the first place, and the provisions of these GTCS shall be governed only to the extent not regulated in the contract.
3. GTCS are also available to the buyers in writing at the GEKOPLAST S.A. headquarters and in the electronic version on the website [www.gekoplast.pl](http://www.gekoplast.pl). If the buyer remains in constant trading with GEKOPLAST S.A. the acceptance of a GTCS with one sales contract is considered to be their acceptance for subsequent sales contracts concluded by GEKOPLAST S.A. unless the Parties have specified otherwise.
4. The terms used in the General Terms and Conditions of Sales of Goods:
  - a) **Buyer** – 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. 22<sup>1</sup> Civil Code
  - b) **Seller** – GEKOPLAST S.A. headquartered in Krupski Młyn, registered in the Register of Entrepreneurs of the National Court Register under number 0000357223.
  - c) **Goods** – movable goods, including raw materials, materials, equipment, semi-finished products, products, other items ordered but the Buyer
  - d) **Relevant items** – dimensional specification, weight, type of material, type of surface, colors, design drawings, finished specification etc.
  - e) **Offer** – a proposal made by the Seller concerning the execution and sale of goods or services, specifying the terms of the future order or contract
  - f) **Final offer** – the offer prepared by GEKOPLAST with an indication of all relevant items and accepted by the Buyer
  - g) **Additional terms for the offer realization** – additional conditions reserved by GEKOPLAST for the execution of the final offer and conclusion of the contract (e.g. advance payment, delivery method, destination)
  - h) **Order** – purchase offer delivered in person, by letter, fax or e-mail by Buyer, containing at least the name of the product, quantity, Buyer details necessary to issue VAT invoice, and Company details, contact details, way, term and place of receipt of ordered products.
  - i) **Order confirmation** – written statement of the Seller about acceptance of the order, submitted by Buyer
  - j) **Acknowledgment of receipt** – Buyer's written statement about receipt of goods, submitted to the Seller
  - k) **Contract** – sale agreement within the meaning of Civil Code
5. The parties are obliged to execute the contract of sales and to cooperate in its execution in accordance with purpose and provisions of GTCS.
  - 1) The Buyer commits itself on the terms of the GTCS in particular to:
    - a) Pay the agreed price, within agreed time
    - b) Pick up the goods
    - c) Maintain the required deadlines and appropriate forms for the complaints
    - d) Describe in the complaints all the circumstances of the case under pain of recognizing them in possible compensation proceedings for non-existent
    - e) Allow entry to the area where defective goods are located to carry out activities in the course of the complaint procedures
    - f) Provide defective goods listed in the complaint
    - g) Conclusion of the sale contract in the event of failure to comply with § 9 of GTCS
    - h) Correct and completely fulfillment of any other obligations provided for in the sales contract or GTCS
  - 2) GEKOPLAST S.A. under the terms of GTCS, undertakes in particular:
    - a) Produce the item with due diligence without defects, in accordance with the rules provided in the offer, the contract of sale and GTCS.

- b) Deliver the good covered by the sale contract
- c) Issue a guarantee document if it is granted
- d) Consider correct filed and complete complaints
- e) Compensation for damages in the event of admitted complaint
- f) storage of tools dedicated to customer production projects, in the lack of a renewal of the project, for a period of at least 2 years but not longer than 3 years from the date of the last project implementation

## **§ 2. Execution and realization of contracts**

1. Information provided on the GEKOPLAST website, in catalogs, leaflets, advertisements and other publication does not constitute an offer within the meaning of the Civil Code, even if it has been quoted, unless otherwise expressly stated in the publication. Publications of the Products offered by GEKOPLAST are for informational purposes only and the samples issued by GEKOPLAST are for illustration and exhibition purposes.
2. A condition for successful conclusion of a sales contract is that GEKOPLAST generates a „final offer”, then the Buyer submits, on the basis of this offer, the order confirmed by GEKOPLAST( also by fax or e-mail) and fulfills additional terms contract realization (such as advance payment, delivery method, destination, type of unloading). GEKOPLAST's confirmation of the Buyer's order results in GEKOPLAST accepting the order, and after fulfillment of the additional conditions of offer realization is obliged to perform on its basis the delivery of goods, subject § 3.
3. If the Goods have to meet specific conditions, be packed in a special way or to be suitable for specific purposes, the Buyer must indicate the above-mentioned circumstances in the content of the Order. Otherwise, above-mentioned circumstances are considered unreserved and Buyer can not rely on them.
4. GEKOPLAST offer are subject to acceptance within the time limit specified by GEGOPLAST in the offer or, if there is no such term, within 30 days from the date of the offer.
5. Additional agreements, changes, additions, etc require written confirmation.
6. Until GEKOPLAST confirms Buyer's order and fulfillment of additional terms and conditions the Buyer is not entitled to claim the contract or any other claim for damages (the liability of GEKOPLAST is excluded to the fullest extent permitted by law)
7. The Buyer is entitled to cancel the order on the basis of the submitted final offer, however, it is necessary to deliver a written resignation letter to GEKOPLAST, not later than 24 hours after the order is confirmed, unless it was previously executed. Cancellation of the order occurs upon confirmation by GEKOPLAST of the cancellation of the order and causes the contract to be terminated by agreement of the parties and GEKOPLAST and the Buyer do not have any claims for canceling the offer.

## **§ 3. Offers and prices**

1. Offers submitted by GEKOPLAST are non-binding and without obligation. Documents such as illustrations, drawings, parametric data or other technical specification and technical standards and patterns included in the offer , only characterize the subject of the contract, and only in case of written confirmation provide assurance of features.
2. Prices quoted by the Seller in the offer are always net prices on the assumption of EXW delivery (INCOTERMS 2010) and include the Seller's standard packaging. Prices do not include any taxes, fees, and similar charges that are due or payable in the future for Products. Taxes, charges and similar charges will be added by GEKOPLAST to the sale price if GEKOPLAST is obliged or authorized by law to pay or collect them and the Buyer will be obliged to pay them together with the price.
3. The price of Goods is definitively determined as of the day GEKOPLAST confirms the order and is valid for the indicated time of validity of the price offer. If the order submitted by the Buyer on the basis of the final offer contains a price different from the one applicable at the date of execution of the additional terms of the offer, GEKOPLAST will provide the Buyer with an order confirmation with a new price and the contract is concluded if the Buyer does not resign under the conditions specified in § 2 section 7 of GTCS.
4. All written documentation, including drawings, cost estimates, quotations, etc., may not be made available to third parties and is intended solely for the purpose of concluding a particular sales contract.
5. Where the final financial condition of the Buyer has been significantly impaired, or significant circumstances not known to GEKOPLAST at the time of submission of the tender (also in the case of disclosure in the relevant publishers), and the performance of the contract is significant Endangered, in particular until the purchaser has fulfilled additional conditions, GEKOPLAST is entitled to withdraw from the contract in whole or in part and to seek reimbursement of costs incurred in this respect.
6. If the delivery of the goods or the performance of the service takes place later than 3 months after the conclusion of the contract and the cost of remuneration and material, suppliers' prices or transport costs have increased after the conclusion of the contract, we are entitled to increase the contract price accordingly.

## **§ 4. Payment terms**

1. The invoices shall be issued on the day of shipment or receipt of the goods, at the selling price increased by the taxes, charges or other charges referred to § 3 section 2. Payment is due in contract currency.
2. Payment for the goods received should be made without deduction immediately after the invoice has been issued or according to agreed payment terms. This term is in each case determined in days and counts from the invoice date.
3. The Buyer becomes the owner of the Goods at the time of full payment for the Goods, within the time limits set by GEKOPLAST S.A. (Reservation of property sold - Article 589 of the Civil Code). If the Buyer fails to make payment within the specified time limit, then GEKOPLAST S.A. has the right to request the buyer to return unpaid goods. GEKOPLAST S.A. may also demand compensation if the goods have been used up or damaged, in particular when the value of the goods received by GEKOPLAST from the Buyer's warehouse is less than the amount of payment the Buyer should pay for the goods received.
4. The date of performance by the Buyer is the date of receipt of the receivable to GEKOPLAST S.A.
5. In case of late payment, GEKOPLAST S.A. is entitled, without additional requests, to demand interest for a delay of three percentage points above the statutory interest rate applicable on the date of the invoice payment (annual basis). Interest for late payment is calculated from the day following the date of expiry of the payment due date.
6. In case of late payment, GEKOPLAST S.A. is entitled to investigate, in addition to principal and interest for delays, also reimbursement of court costs, enforcement costs and legal representation. In addition, GEKOPLAST S.A. is entitled to claim reimbursement of costs related to recovery of this amount up to the amount not exceeding 10% of the total amount of receivables collected.
7. If the Buyer has delayed payments due on more than one invoice, GEKOPLAST S.A. has the right to charge any payment made by the Buyer for any invoice in the first instance for the interest on the late payment and then the most recently due receivable. This provision repeals the rights of the debtor referred to in Art. 451 §1 of the Civil Code. At the same time GEKOPLAST S.A. reserves the right to make offsetting for other claims and liabilities in accordance with the provisions of the Civil Code.
8. The Buyer is not entitled to make a deduction statement against GEKOPLAST S.A.
9. In the event that the Buyer exceeds the due date of payment for delivered goods, resulting even from one invoice, GEKOPLAST S.A. has the right to put in foreclosure payments all invoices whose payment deadlines have not yet passed.
10. Submission of a complaint does not entitle the Buyer to suspend payment for the goods, in whole or in part.
11. Buyer's claims under Contracts can not be transferred under any contract to any entity without the Seller's consent.
12. The Buyer is obliged to immediate inform GEKOPLAST S.A. in writing of each change of headquarter location or place of residence and delivery address for correspondence. No notification means that deliveries made to the addresses indicated in the contract or in the signed partnership agreements or other trade agreements, are considered effective.

## **§ 5. Delivery terms**

1. The delivery of goods purchased by the Buyer is affected on the basis of his order.
2. The order should be submitted in writing or by e-mail or fax. The order should specify in particular the exact name and address of the Buyer, the assortment, the quantity ordered, the date and place of delivery, agreed with GEKOPLAST S.A. the form and date of payment and be submitted by the person authorized to place an order on behalf of the Buyer.
3. GEKOPLAST S.A. can accept the order in whole or in part. If GEKOPLAST S.A. confirms the order, it gives the quantity and type of the item being the subject of the sale, its price and value and the date of delivery of the goods.
4. GEKOPLAST S.A. is bound by the delivery date only when it is confirmed. They buyer is obliged to pick up the goods within the agreed time limit. In the absence of confirmation, GEKOPLAST S.A. will make every effort to prepare the goods to be received taking into account Buyer's interest.
5. If the failure of GEKOPLAST S.A. to perform its services is due to force majeure, the Buyer shall not be entitled to any claim for damages for non-performance, improper performance or late performance of the contract. GEKOPLAST S.A. is obliged to inform the Buyer immediately about events that caused full or partial inability or failure to perform the contract. The events referred to as force majeure include, among others GEKOPLAST's faultless functioning of the plant, restrictions imposed by the authorities, natural disasters, strikes, etc.
6. In the case of overdue payments, non-payment of interest for delayed payments, owing to GEKOPLAST other outstanding liabilities, or exceeding the credit framework by the Buyer, further orders may be suspended by GEKOPLAST until appropriate payments or other obligations have been settled.

## § 6. Shipment

1. The costs of transport to the place indicated in the accepted order, packaging, insurance of the Goods, customs clearance and other necessary proceedings shall be borne by the Buyer and he is obliged to carry out all necessary procedures related to import and export of goods.
2. Where the Buyer was to pick up the goods at the Seller's premises, the risk of accidental loss and damage of the goods shall pass to the Buyer upon receipt of the goods or the first day of the Buyer's delay in receipt of the goods if the Buyer has not received the goods within the time specified in the Contract. If the shipment is delayed due to Buyer's fault or as a result of a lack of cooperation on its part, we are entitled to store the item at Customer's expense and risk or to charge them storage costs.
3. Where goods are to be delivered by the Seller to the place specified in the Contract, the risk shall pass to the Buyer upon delivery of the goods to the first carrier or if the Seller himself delivers the goods to that place upon delivery to the place of delivery indicated in the Contract.
4. The place where GEKOPLAST delivers, and therefore the place of delivery, is the place where the goods are unloaded. This rule does not apply when the transport of goods is not by means of transport provided by GEKOPLAST, the place where GEKOPLAST performs the service is the warehouse at GEKOPLAST's disposal.
5. The buyer is obliged to unload the car with the goods within 2 hours from the time the car arrives at the destination. In the event that the Buyer fails to unload within the time specified above, he will bear the cost of the vehicle downtime. The buyer has the right to specify additional, alternative place of unloading the car with the goods. The cost of unloading the car at an additional unloading place is borne by the Buyer. Where the delivery of goods to an additional place of unloading will result in an extension of the way of transport or a significant change of transport, additional transport costs will be charged to the Buyer.
6. The buyer is obliged to carefully examine the completeness of the shipment directly on receipt and to identify possible shortages or damage to goods caused during transport. If transportation is not provided by GEKOPLAST or by rail, the Buyer shall require the carrier to make a note on the waybill or request the preparation of a railway filing memorandum upon receipt, otherwise he will lose his claim for compensation against the carrier or rail.
7. In case of export of goods from Poland into territory of an EU Member State other than Poland, to the taxpayer of the value added tax (VAT) identified for intra-Community transaction in the territory of a Member State other than Poland (WDT), the Buyer is obliged to send a written acknowledgment of receipt (CMR) within 30 days of delivery. In the absence of confirmation in the above deadline, the Buyer will be charged the VAT at the rate applicable in the country of the Seller.

## § 7. Packaging

1. GEKOPLAST S.A. will make every effort to ensure that the goods are properly packed.
2. For the transport of goods on pallets are only used reusable pallets, EURO reusable pallets or other disposable pallets.
3. The cost of reusable pallets and reusable pallets EURO is not included in the price of the goods. In case of preparing goods for transport on these pallets, the cost of pallets is added to the Buyer's account, unless otherwise agreed in the order. The Buyer is not obliged to return the reusable pallets, but may resell them to GEKOPLAST S.A. or another entity, if so agreed with GEKOPLAST S.A. or with this other entity and if they are not destroyed. The technical condition of the returned pallets is evaluated by representatives of GEKOPLAST S.A. or another entity.
4. The cost of other disposable pallets is included in the price of the item. The buyer cannot resell them at the point of order realization.

## § 8. Complaint

1. All complaints must be addressed to GEKOPLAST S.A. immediately by fax, e-mail, or in writing.
2. In the case of quantitative complaints, the complaint may be filed :
  - a) For complaints arising from incorrect loading of goods - at the latest on the day following the unloading of the goods;
  - b) For complaints arising from damage caused during transport - at the latest on the day of unloading.
3. In case of quantitative claims, it is necessary for the Buyer to annotate on the waybill the type of damage to the purchased goods (statement of lack or damage). An annotation on the waybill must be signed by the driver who delivered the shipment.
4. In case of quality complaints, the Buyer is obliged to examine the goods received in connection with the conclusion of the Contract immediately upon receipt thereof, within 14 days of their receipt at the latest and to notify the Seller of any defects, including legal defects, detected in the manner provided for in paragraph 5, 6 and 7 at the latest within 2 days of their discovery under the pain of loss of warranty rights.

5. The complaint notification referred to in section 4 should be submitted in one of the above forms:
  - a) in writing to the Seller's registered office
  - b) in electronic form to the address [kontrola.jakosci@gekoplast.pl](mailto:kontrola.jakosci@gekoplast.pl)
6. The complaint notice referred to in section 4 must contain:
  - a) Buyer's name
  - b) the name of the product subject to the complaint
  - c) characteristics of the defective goods: color, size
  - d) quantity of goods subject to complaint
  - e) the date of delivery of the goods subject to the complaint
  - f) the reason for the complaint
  - g) proposing a way to consider the complaint
  - h) label of the goods subject to complaint (a form of copy, photo or scan is allowed)
7. The Buyer acknowledges that making a complaint in the manner, in time and in the form described in sec.4-6 determinates complaint consideration by the Seller. Failure to meet the above conditions entitles the Seller to leave the complaint without consideration, in which case the complaint is considered not to be filed.
8. The Seller shall examine the complaint within 14 days from the date of receipt of the application submitted in the manner, in term and form described in sections 4-6, informing the Buyer of the outcome of the investigation. The Seller in the event of acknowledging the complaint in whole or in part, shall state how it is taken into account. In justified cases, in particular due to the complexity of the complaint or the need to take additional steps by the buyer or Seller, the above date may be extended by 30 days
9. The Bauer is obliged to enable the Seller to investigate the complaint, and in particular: to make the goods available for the inspection by the Seller or another authorized by Seller entity, or to Carry out by the Seller or any any other entity authorized by him to study the claimed foods, provide the Seller with a sample of goods and/ or additional documents such as photographs of the goods and/ or provide additional information necessary to Deal with the complaint
10. Where, for reason dependent on the Buyer it was impossible to consider the complaint within the time limit set forth in sec. 8, the complaint is considered by the Seller as soon as possible. The Seller shall not be liable to the Buyer for failure to adhere to the complaint within the time limit.
11. The Seller himself decides about the way of taking into account the complaint of the Buyer and is not bound by the proposed way of taking into account the claim indicated in the complaint.
12. In the event of a positive consideration of the complaint, the Seller within 30 days from the date of informing the Buyer about the outcome of the complaint according to its decision:
  - a) Removes defects in the product or
  - b) Replaces defective goods for free of defects or
  - c) Proposes to the Buyer a price reduction (discount price) in the amount corresponding to the Seller's evaluation of the reduction of the value of the goods due to defects in relation to defective goods.
13. Where, in the Seller's opinion, the fulfillment of the obligations described in sec.12 is not possible or in the Seller's opinion is not reasonable, the Parties agree another way to consider the complaint
14. The Buyer is entitled to withdraw from the contract only if the Seller, despite the positive consideration of the complaint within the time limit specified in sec.12, fails to perform the action described in sec. 12 a, b or c, however, prior to the termination of the contract, the Buyer is obliged to call Seller to perform the aforementioned obligations together with the appointment of an additional 30 days term for their execution and ineffective laps of the aforementioned date. The right of withdrawal shall not be granted in case referred in sec.13 occurs
15. The Buyer's refusal to accept the Seller's offer under sec.12 shall relieve the Seller from any liability under the warranty, regardless of the reason for not accepting such provision by the Buyer.
16. The Seller under the liability under the warranty is not responsible for the following defects in the goods ( exclusion of the Seller's liability under the warranty):
  - a) Defects consisting of:
    - reduced strength of the product, presence of foreign deposits, pitting and scratches on the surface of the article, Lack of color repetition in the batch of the product, inability of the product to be welded, if such defects occur in articles manufactured using secondary raw materials (Such as: regranulate, aggregate, waste) entrusted or indicated by the Customer and in particular secondary raw materials provided by the Buyer or purchased by the Seller at the Buyer or at the Buyer's designated entity.
    - deformation, cracking, scratching, dirt, damage of the product in any other way, including a result of its impact, if the defects result from the transport of the product in any way other than the original packaging of the Seller or by any other packaging method than that used by the Seller;
    - inability of the product to be welded in case of a product manufactured from recycled materials owned by the Seller.

b) defects arising from:

- use of the goods contrary to the Seller's recommendations (in particular those contained in the product pages and indicated in the correspondence of the parties, including - electronic)
- storing the product contrary to Seller's recommendations (in particular those contained in the product's cards and indicated in the correspondence of the parties, including - electronic)
- transporting and moving goods contrary to Seller's recommendations (in particular those contained in the product's cards and indicated in the correspondence of the parties, including - electronic)
- loss of product features such as tolerance of length, width, diagonal, weight and other than in Product Card, (keeping straight angles, color, antistatic, UV resistance, corona treatment level, level of mold shrinkage during thermoforming process, requirements for flatness of the product that are disclosed during its further use or requirements for special surface quality requirements e.g. without scratch on both sides on the sheet, glossiness of the surface), in case when product was manufactured in accordance with the pattern accepted by the Buyer.

The Parties consider that the absence of features mentioned in sec. 16 and not mentioned in the Contract does not constitute a defect of the goods.

### **§ 9 Warranty and guarantee**

1. GEKOPLAST S.A. grants guarantee for the products sold in the periods indicated in sec. 4 and 5 according to the rules set forth in these General Terms and Conditions of Sale.

2. These General Conditions of Warranty apply to the products listed in paragraph 4 sold by GEKOPLAST S.A. in Krupski Młyn to any legal entity.

3. The person entitled under the guarantee is solely the entity that purchased directly from the Seller the goods indicated in sec. 4, hereinafter referred to as Buyer.

4. The Seller provides a guarantee for the following products manufactured and sold by the Seller:

- solid boards
- TEKPOL/KARTONPLAST sheets
- packaging
- cuts
- injection and blowing products
- other sold by the Guarantor

5. The warranty period for the individual products manufactured and SLD by the Guarantor is:

– standard solid board	12 months
– solid boards for thermoforming	3 months
– solid boards with foil	18 months
– solid boards with high corona treatment	3 months
– solid board with antistatic	6 months
– solid board with UV	18 months
– standard TEKPOL/KARTONPLAST sheet and ESD	18 months
– TEKPOL/KARTONPLAST sheet with corona treatment	3 months
– TEKPOL/KARTONPLAST sheet with antistatic	6 months
– TEKPOL/KARTONPLAST sheet with UV	18 months
– packaging and cuts	18 months
– injection and blowing products	18 months
– other not mentioned	12 months

The warranty period begins to run from the date the Seller issues a VAT invoice for the Buyer or other bill documenting the sale of products irrespective of the date of receipt of these products by the Buyer.

6. Subject to the remaining provisions of these GTCs this Warranty covers only the defects arising from the causes in the sold products. The warranty does not cover particular damages:

- caused during product transportation
- caused by external causes, including as a result of improper use of the product, in particular for its misuse: due to mechanical, thermal, chemical, pollution, inundation or atmospheric damage.
- In the event of Buyer making any repairs or modifications on its own.
- caused by force majeure

7. The condition for the Buyer to take advantage of the warranty provided is the appropriate way of storage of the purchased products in accordance with the following rules.

Products should be stored under the following conditions:

- original packaging
- closed space
- ambient temperature from 0°C to +30°C
- dry room not dusty
- no insulation
- at a distance of not less than 1m from the heat source, ie in particular from „radiators”

8. In all cases of storage of purchased products contrary to the conditions set in these GTCS , the Buyer shall lose all warranty rights.

9. They Buyer is obliged in all cases to check purchased products within 30 days of their receipt and to notify the Seller of defects discovered within 7 days of the date of Discovery, under pain of loss of warranty entitlements.

10. In case of products defects are revealed later, which were not able to detect within time limit set forth in sec.9 they Buyer is obliged to notify the Seller of discovered defects within 7 days from the date of finding of these defects under the pain of loss of warranty entitlements.

11. All complaints must be submitted to the Seller in writing. Complaints should contain at least the following:

- exact indication of what the Buyer is complaining about (type, kind amount, label)
- describe the reason for the complaint

12. The basis for consideration by the Seller of the complaint under the guarantee is submitting by the Buyer to the Seller together with the complaint the label of the defective goods( the original label or a picture of it) or an indication of the labeling data of the complained products enabling identification of the products and a copy of the VAT invoice, documenting the sale of defective products.

13. In the event of non-fulfillment of the above conditions by the Buyer, the Seller is not obliged to consider the complaint nor to fulfill the obligations under the warranty.

14. They Buyer losses warranty rights if the Buyer was aware of a defect of the product on the date of purchase or receipt.

15. The Seller shall examine the submitted complaint within a period of 14 days from the date of receipt of the correct complaint, informing the Buyer whether to acknowledge or refuse the complaint.

16. In the event of acknowledgement of the complaint, the Seller is obliged within 30 days, depending on its choice to:

- Replacement of defective products for defect-free products
- Removal of defects if defect removal is possible and does not entail excessive costs

17. If, in the performance of his duties, the Seller has replaced under the warranty the defective item with defective-free item or made substantial repair on the item, the warranty period runs from the moment the item is delivered free of defects of the item is repaired If the Seller has Exchange a part of the item, the above sentence shall applies accordingly to the part mentioned. In other cases, the warranty period is extended by the time during which due to the defect of the item covered by the warranty the warranty holder could not use it.

18. Failure to comply with the above warranty conditions releases GEKOPLAST S.A. from the guarantee given.

19. The Company agrees to use other warranty terms agreed individually with the Buyer. Such arrangements, however, require written form under pain of invalidity.

#### **§ 10. Protection of personal data and electronic commercial information**

1. By accepting this GTCS, the Buyer agrees for processing of personal data voluntary provided by him by GEKOPLAST S.A. or entities acting on its behalf in connection with the execution of contracts for the sale of goods offered by GEKOPLAST S.A. and for marketing purposes related to GEKOPLAST S.A. business activity. The buyer is entitled to all the rights resulting from the Act of 29 August 1997 on the protection of personal data (text of one - OJ of 2014, item 1182, as amended), in particular has the right to inspect his own data.
2. Pursuant to the provisions of the Act of 18 July 2002 on providing services by electronic means (consolidated text - Journal of Laws of 2013, item 1422, as amended), the Buyer agrees to the transmission by GEKOPLAST S.A. (or by another entity acting on behalf of GEKOPLAST S.A.) by electronic mail to the Buyer's email address and commercial information, subject to the provisions of this Act.

#### **§ 11. Transparency of trading relationship**

1. Due to the Buyer's acceptance for GEKOPLAST's desire to provide commercial relations with its distributors, suppliers, carriers, contractors, service providers, customers and other business partners of the highest standard of transparency and transparency of these commercial relationship, avoid conflicts, as well as conducting business activity in full compliance with the applicable laws and commercial integrity, the Buyer undertakes to notify GEKOPLAST S.A. without delay in writing

of the fact that he employs and employee or family member of GEKOPLAST S.A. on a basis of an employment contract or civil law contract. In the event of a case where the Buyer employs an employee or a family member of an employee, the Buyer, regardless of the information requirement set out above to GEKOPLAST S.A. undertakes to entrust to the person in question his duties or activities, which shall not be in no way be related to the Buyer's existing commercial relationship with GEKOPLAST S.A. and will in no way even interfere with the performance between the Buyer and GEKOPLAST S.A. contracts and agreements, or other commitments.

2. For the purposes of this provision, a member family shall be: spouse, child, sibling, parent, in-law, siblings' spouse, grandson, and cohabitant and children of the cohabitant.

## **§ 12. Final provisions**

1. The law applicable to the Contract is Polish law, and the Parties exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980 (CISG). The competent court for the settlement of disputes arising out of or related to the Contract is the Polish common court having jurisdiction over the place of residence of the Seller.
2. In the event of the nullity of certain provisions of the General Terms and Conditions of Sales as a result of the introduction of different statutory regulations, the remaining provisions shall not be null and void. GEKOPLAST S.A. and Buyer will seek to resolve any disputes arising out of the performance of contracts subject to these terms. In case of inability to settle the matter amicably, appropriate to settle the dispute will be, according to the choice of the plaintiff, the court competent for the place of the registered office of GEKOPLAST S.A.