

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. General Conditions for Sale and Delivery constitute an integral part of the first order placed by the Purchaser at the Supplier and are valid throughout the duration of the commercial cooperation. The buyer or person authorized to act on their behalf by placing the order certifies that the general conditions of sale and delivery are known and accepted. The fulfillment of the above is an indispensable condition of commercial cooperation.
2. These general terms and conditions of sale and delivery, hereinafter referred to and abbreviated as "GTCS," apply to all sales or delivery contracts for products offered by Ela Wyrób folii i opakowań sp. z o.o. based in Ostrów (hereinafter referred to as the Seller), even if at the next sale (delivery) they are not re-submitted to the Buyer, with the exception of contracts concluded with Consumers.
3. The order placed by the Buyer is accepted for execution on the basis of a written order placed with the Seller. The Seller allows the possibility of accepting the order in any form, but it requires the Seller's statement about its acceptance.
4. The Seller's statement on the acceptance of the order, subject to changes or additions not altering the essence of the content of the order, is deemed to be accepted taking into account the reservations contained in the statement.
5. Any change to the terms of the contract or any separate oral arrangements require confirmation in writing by the Seller and apply only to the given transaction.
6. The terms and conditions applicable to the Buyer for the performance of agreements with different content are not accepted by the Seller.
7. In addition to the regulations contained in the GTCS, the Seller allows the possibility of concluding individual cooperation agreements and reserves the right to accept orders in part and to reject them without giving any reason.
8. Even knowing different GTCS of the Buyer, the Seller delivers its products without reservations, but such different GTCS shall have binding force only if and to what extent they will be confirmed in writing by the Seller as binding instead of these GTCS.
9. Whenever this document refers to Ela Wyrób folii i Opakowań Sp. z o.o., it actually refers to the company Ela film and packaging manufacturer limited liability company based in Ostrów, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw under the number 0000518403, holding Tax ID 5322049003 and REGON 147353865.

§ 2. Product information

1. All technical information about film types, conversion factors, sizes and quality, resulting from catalogs, prospectuses and other advertising materials presented by the Seller are approximate data and are valid only to the extent accepted by both parties.
2. The Buyer is required to know and understand the technical parameters of the ordered goods, and the Seller shall, if it is included in the order or in the contract, provide a certificate confirming the compliance of the order with the delivery.

§ 3. Conclusion of the contract

1. The contract is concluded as a result of the Buyer placing an order and its acceptance by the Seller, or as a result of signing the contract document by both the Seller and the Buyer. Immediately after receiving the order, the Seller shall send the Buyer a confirmation of the receipt of the order (the so-called PZ document).
2. In an event when the Seller cannot accept the order, or may accept it, but only subject to the changes proposed in the order conditions, they notify the Buyer within 5 working days from the date of confirming the order.
3. An order with changes notified by the Seller shall be binding for both parties, if the Buyer does not object to it no later than on the next business day after receiving such a notification from the Seller.
4. The Buyer may cancel the order, however not later than within 24 hours from the date of receiving the Seller's order. In such a case, the Seller has the right to charge the Buyer with costs incurred to fulfill the order.
5. Proposals, announcements, price lists, prospectuses, catalogs, etc. that come from the Seller are for information purposes only and do not constitute any offer binding to the Seller.
6. Provided that the subject of the contract between the Seller and the Buyer constitute advisory services or other services, they will be conducted by the Seller in the form of a contract for a specific work or delivery if expressly agreed in writing. In the remaining scope, the Seller is not responsible for the occurrence of certain effects of consultancy or other successes. Services provided by the Seller in individual cases result from the content set in the order confirmation.

§4. Delivery terms

1. The Seller guarantees that the delivery date (the delivery of goods) will be maintained in accordance with their capabilities and provided that the Buyer meets their obligations to the Seller in a timely manner.
2. Delivery dates are given for information purposes only. Failure to meet the delivery date by the Seller entitles the Buyer to claim their statutory rights only if the Seller, despite any written appointment of the additional period, still fails to perform the delivery or service according to point 2.
3. The delivery period is extended by the duration of the obstacle arising due to circumstances independent of both parties, i.e. late delivery by the subcontractor, force majeure, unpredictable disruptions in the company's work, transport and customs delays, transport damages, including roadblocks, time constraints in road transport of truck transport, shortages of electricity, shortages of materials and raw materials.
4. The Seller is entitled to make inoffensive partial deliveries or partial execution of services.
5. The Buyer will be entitled to demand compensation for delay in delivery, limited to 0.05% of the value (net price) of the goods, which is due for the fifth and each subsequent day of delay, but no more than 5% of this value.
6. The Buyer is obliged to take over the goods or services immediately after notification of their availability at the Seller's warehouses. In an event of a delay in acceptance, the Buyer may be charged with storage costs, subject to other rights of the Seller. Each partial delivery is a separate transaction and may be invoiced separately by the Seller. The Seller may require from the Buyer covering the storage costs, at a rate of 4% of the net price of the goods for each storage week. If the delay exceeds 60 days, the Seller holds the right to demand the payment of the price of the goods to which the delay applies before their release. As soon as the period of this delay exceeds 90 days, the Buyer loses the right to request the release of the goods, and the Seller acquires the right to freely order such stored goods, including utilization, without losing the claim against the Buyer to pay the price for such goods.
7. When performing deliveries, due to the nature of the offered products, the Seller reserves the tolerance of quantitative accuracy in the implementation of the contract at the level of plus / minus 15%. The product is sold according to sales units expressed in running meters or pieces and kilograms.
8. The Seller provides the Buyer with goods from the range they currently offer. The properties of the goods will be compliant with the specification clearly provided by the Seller in documents relating to a specific delivery / orders (cards, approvals, certificates, etc.) provided by the Seller. No other assurance as to the property, including suitability for a particular use, is granted and it cannot be subject to presumption.
9. If the Buyer does not accept delivery, then the Seller, after setting an additional deadline, holds the right to withdraw from the Sales Agreement and claim damages. In any event, if the Seller withdraws from the Sales Agreement due to their failure to accept the delivery or non-performance / incorrect performance of the Purchase Agreement by the Buyer, the Seller may demand a penalty fee of 10% of the agreed delivery value (invoiced amount), without presenting evidence of the loss suffered, or damages exceeding the amount of the penalty. Instead of fulfilling the aforementioned entitlement, the Seller may, at their own discretion, conduct a similar delivery in accordance with the previously established terms within a reasonably prolonged and agreed with the Buyer delivery date.
10. In an event when the Buyer decides to use the delivery of goods carried out by means of transport arranged by the Seller, the following mutual regulations shall apply:
 - 10.1. The Seller reserves the right to change the time and date of delivery, if inconveniences occur, for which the Seller had no influence (restrictions on traffic, weather conditions, roadblocks, etc.). In an event of the above circumstances, the Buyer will not report any complaints related to the delivery delay.
 - 10.2. The deadline for deliveries based on the Supplier's freight is realized with accuracy to 1 day.

§5. Delivery and risk transfer

1. The risk of goods delivery is transferred to the Buyer at the moment of handing them over to the Buyer's representative authorized to collect the goods, including the freight forwarder or carrier. In an absence of any detailed arrangements, which should be found in the specifications of the Buyer, the delivery takes place at the discretion of the Seller and without a guarantee as to the selection of the fastest and cheapest way of shipping the goods. Materials used for packaging are charged against own costs and are not refundable, except for pallets.

§6. Shipping documents

1. A delivery of each batch of goods will be documented by a bill of lading or proof of delivery (WZ), VAT invoice or other document used during the implementation of intra-Community supplies.
2. The goods will be checked in terms of quantity at the place of delivery, with the participation of the Buyer's representative (although any person on behalf of the Buyer, including the carrier acting for the Buyer or a person the carrier uses during transport) and the Seller.

3. Quantitative shortages of goods and visible defects (including damage to packaging) shall be specified in the delivery note, waybill or other document confirming the handing over of the goods, under pain of losing claims for these deficiencies and visible defects. The Buyer is obliged to notify the Seller about any hidden defects within 14 days from the date of shipping the goods, under pain of losing the right to pursue claims in this respect.
4. Attests, certificates, declarations of conformity or other documents confirming the quality (properties) of the goods, will be attached to the shipped goods, if such a requirement is marked in the order or contract.
5. On the day of delivery, the Seller will issue and send to the Buyer an appropriate VAT invoice in which the date and the method of payment will be determined.

§7. Prices and payments

1. The Parties agree that the Buyer shall pay the Seller for the delivered products in due time and at the unit prices specified in the current offer of the Seller. The use of a different, lower price requires explicit acceptance of the Seller each time. In this respect, one can not presume any tacit acceptance of the Seller.
2. The Seller is entitled to make partial settlements and advance payment requests.
3. If the parties do not agree otherwise, each price included in the offer, catalog, confirmation or other document originating from the Seller is the net price. This price does not include in particular any insurance costs, fees and duties, tax (such as VAT), transport costs, unloading costs that will be borne by the Buyer. The price will also be increased by VAT according to the applicable rate.
4. In an event of a delay in payments exceeding 10 days (including the payment for goods previously delivered and interest for delay), the Seller holds the right to suspend further production and / or further delivery of the goods. The Seller also holds the right to suspend further deliveries of goods in an event when the total value of liabilities (due and not due) exceeds the merchant credit limit set by the Seller. In such cases, the Seller also holds the right to condition the release of subsequent batches of goods on the earlier payments of the price of the goods (prepayment). In addition, the Seller may in such cases withdraw from the contract in the scope of the Buyer's not yet realized orders, as well as demand the payment of the price of goods already manufactured for the Buyer, even if the date of delivery or payment for the goods has not yet occurred, and refrain from the release of goods until payment takes place.
5. The amount of the merchant credit limit is determined by the Seller at their own discretion. The Seller reserves the right to change the merchant credit limit at any time, without the Buyer's consent, and in particular to apply the changes to the current limit of insurance against the Buyer.
6. If the Buyer delays the collection of goods and the delay exceeds 30 days, the Seller holds the right to send the goods to the Buyer at their expense or demand payment of the price of the goods manufactured for the Buyer's order despite not being collected by the Buyer. If the above delay exceeds 60 days and the Buyer fails to collect the goods at Seller's disposal, the Buyer loses the right to request the goods and the Seller may dispose of them in another manner, which does not release the Buyer from the obligation to pay the ordered price, despite the failure to collect the goods.
7. Until the Buyer makes full payment for the delivered products, they remain the property of the Seller.
8. Invoices issued by the Supplier are payable without any deductions on the indicated date on the invoice counting from the date of issuance.
9. Bills of exchange and cheques are accepted only for billing purposes.
10. In the case of ordering the goods and then withdrawing from their purchase, the Supplier has the right to charge a contractual penalty in the amount of 25% of the value in the part of the unrealized order.
11. In an event of a withdrawal from an order regarding the delivery of goods to order, the amount of the contractual penalty is 100% of the value of the goods. All prepayments made by the Purchaser regarding this order are included in the above-mentioned contractual penalty.
12. Expressing consent for a deferred payment date may result from the course of previous cooperation with the Buyer or in the case of a new customer; it should be preceded by checking their financial condition and the analysis of the list of unreliable payers or otherwise accepted by the Supplier.
 - 12.1. Each new customer must provide their current financial data.
 - 12.2. The first payment is necessarily as a prepayment:
 - a) when sending financial data in the following formula - 60% when ordering and 40% before shipping
 - b) in an absence of financial data - 100% at each order
 - 12.3. Based on the presented financial data and opinions about the customer, the financial director decides to grant a credit limit.
 - 12.4. Exceptions to the above rules may be applied.

§8. Warranty and pledge

1. The Buyer is obliged to examine the goods in terms of quantity and quality immediately after receiving them.
2. If the Buyer, after examining the goods, finds quantitative inconsistencies with Proof of Delivery Wz document, they shall make a written annotation on the aforementioned document and immediately inform the Seller about it in order to agree on the further course of the proceedings.
3. If the Buyer discovers any defects in the delivered products, within the scope and within the time limit granted by the Seller, the Seller, after performing the quality assessment and acknowledging the complaint, undertakes to deliver products free of defects or refund the price of the defective and returned goods.
4. Faulty goods may be returned to the Seller at the next delivery. The settlement of the costs of the selected or completely defective goods to the Seller takes place within 14 days of confirming the existence of the defects (a corrective invoice).
5. The Buyer is obliged to notify the Seller about defects other than the hidden ones immediately, but not later than within 7 days from the receipt of the goods, and about hidden defects - immediately, but no later than within 7 days from disclosing the defects. The notification of defects must be made in writing by persons authorized to represent the Buyer. The notification of defects must be accompanied by a copy from the commercial register confirming the entitlement to the representation or power of attorney in the original or a notarized copy. Exceeding the above dates or not keeping the agreed form results in the loss of claims under the warranty and pledge as well as from an improper execution of the contract.
6. A physical defect of goods refers only to the incompatibility of goods with their properties clearly marked in the contract, specifications or other documents referred to in point 9 § 3.
7. The Seller shall be released from any liability under the warranty if the Buyer knew about the defect at the time of the conclusion of the contract, placing an order, presenting an offer, delivery of the Order Acceptance Confirmation document or the product release document - Delivery Note Wz.
8. The Seller informs that the color patterns presented on e-proofs and printed cromalins are only an illustrative presentation of actual colors. The colors on the final packaging may differ from the colors shown on e-proofs and cromalins.
9. In the complaint letter the Buyer shall indicate the number of products they complain about, their type, order number, VAT invoice number, batch number, position and the specific reason for the complaint. The return of the goods shall be agreed with the Seller after the Buyer completes the relevant documents, in accordance with the Seller's requirements. Failure to comply with the formal complaint requirements results in the failure to accept the complaint and does not require additional justification.
10. In an event of a complaint, the Buyer is obliged to secure the faulty goods for the purpose of possible inspections by the Seller's representative on the place of delivery or at the Buyer's premises, and if necessary, provide a sample of the goods to be subjected to appropriate tests. The buyer is responsible for proper protection of the advertised product for the time of transport (and in particular for placing the goods on a pallet with a cardboard spacer protecting against damage and wrapping the goods with a protective foil on each side).
11. A condition for accepting the returns of goods that have been contested by the Buyer and recognized by the Seller is that they are undamaged, unprocessed in the Buyer's production processes and identifiable as to the parameters contained in certificates. In the case of factory-packed goods, they must remain in original, undamaged packaging.
12. Seller's goods should be stored in covered, clean, dry and airy rooms. The goods should be placed on a pallet with a cardboard spacer. They should be protected from direct sunlight. The Seller shall not be liable for any defects or inconsistencies resulting from improper storage.
13. The seller is not liable for indirect damages and lost profits, unless they result from an intentional fault.
14. The Seller's total liability for defects in goods may not exceed the price of goods affected by defect, with a provision that this liability is reduced, to the extent (up to such limits, amounts, claims, etc.) to which it is covered by insurance granted to the Seller under the civil liability insurance contract. In the case of claims regarding a higher amount or a wider scope, the Buyer declares that he releases the Seller from the debt in the remaining scope.
15. The rights under the warranty pledge for physical defects expire after one year from the date the product was released to the Buyer.
16. Quantitative and / or qualitative contesting of goods does not entitle the Buyer to withhold payments for completed deliveries.
17. The Supplier shall not be liable for goods used in a manner inconsistent with their intended use and technical properties, in which damages occurred as a result of manufacturing and design errors of third parties and as a result of failure to follow the manufacturer's instructions and guidelines.
18. Buyer's claims for damages arising out of defects or damage resulting from taking actions prohibited by the Seller are excluded, if they do not arise from the Buyer's ability to prove premeditation or gross negligence on the part of the Supplier.
19. The instructions regarding the further processing of goods (production instructions), assembly, commissioning and operation (instruction manual) provided by the Seller

together with the delivered goods or services must be strictly observed. The Seller's liability is excluded in an event of the Buyer's failure to comply with these instructions or the Buyer's failure to meet the legally specified conditions for commissioning into service or admission to trading and unitary use.

§ 9 Additional clauses

1. The Buyer assures and is responsible for the fact that they hold intellectual property rights, including proprietary copyrights to works, graphic elements, drawings, designs, logos, photos, etc. provided to the Seller for use in printing designs, or the right to use them in works in the aforementioned scope, including their use for making prints ordered by the Buyer.
2. In an event of a new artwork arising during the execution of the contract, and in particular a print design, even if using graphic elements provided for use by the Buyer, in the absence of a different contract the Buyer shall not be entitled to use this work - except for the copies of the work provided by the Seller. The proprietary copyrights for such works, and in particular designs, print designs, dies, shall remain with the Seller. Their transfer to the Buyer or authorization to use them requires the conclusion of an appropriate contract, specifying the remuneration for this action.
3. The Seller may use the samples of goods and imprint them with own designs at the Buyer's order (designs from catalogs, leaflets, advertising companies, print templates, at fairs, including international ones and on websites, etc.).
4. If in connection with the implementation of the contract by the Seller there appear solutions that have the characteristics of an industrial design or utility model, the Seller is entitled to industrial property rights to these solutions.
5. The Buyer is obliged to physically appear at the Seller for each acceptance of a new print project on the film. In an event of the Buyer's resignation from such an arrival at the Seller's premises, the Buyer assumes all responsibility for the substantive and color content of the design and will not make any remarks regarding the quality of the delivered print. The lack of response to the Seller's request or non-submission of objections to the submitted print design will be considered a tacit acceptance of the print.
6. All information and documents regarding commercial terms of the agreements between the Seller and the Buyer constitute a trade secret of the Seller and may not be disclosed to third parties without a written consent, or otherwise used by the Buyer.
7. The Seller does not bear any responsibility for the material entrusted for further processing by the Buyer, in particular for delamination, printing errors, wrinkles, crumpled foil, improper preparation of the laminate for further processing by mistaken harvesting, joining and other unspecified actions. In such a case, the Seller, while revealing all kinds of the aforementioned defects during the confectioning of the entrusted material, holds the right to refuse further packaging and charge the Buyer for the costs of the resulting damage in the production cycle. If the Buyer provides a laminate with small external reels, the Seller has the right to add 5% to the VAT invoice for the service of rewinding the foil to larger reels. The same applies to incorrectly wound foils.
8. The Seller holds the right to include costs to the VAT invoice issued to the Buyer for electrode instrumentation and other elements necessary to perform the entrusted order. This applies only when the Seller does not have the appropriate tools to complete the order. The prepared instruments remain the property of the Seller after the completion of the order. Other more complicated tools that are not electrodes and triangles used for welding and breaking foil - will be priced individually and their valuation shall be accepted by the Buyer.
9. All specifications, tools, dies provided by ELA WYRÓB FOLII I OPAKOWAŃ to the Buyer or specially produced by the Buyer for ELA WYRÓB FOLII I OPAKOWAŃ in connection with the Contract, together with intellectual property shall remain exclusive property of ELA WYRÓB FOLII I OPAKOWAŃ and must be returned to ELA WYRÓB FOLII I OPAKOWAŃ on demand.

§ 8. Final provisions

1. In addition to the claims set out in these GTCS, the Buyer is not entitled to any further claims against the Seller, which cannot be effectively limited by the will of the parties. In particular, the GTCS shall exhaustively define the Seller's liability for improper performance of the contract, including hidden defects.
2. Orders (confirmations and other notices respectively) will be submitted by the parties using one of the following means of transferring information: a typed letter, fax, e-mail. In the case of using a fax or e-mail notification, they shall be considered effectively delivered at the time of a properly printed notification by the recipient's fax machine or reading a message sent by e-mail confirmed by the recipient (including the usage of the confirmation of receipt function).
3. The order (other notifications respectively) will be considered as effectively submitted on behalf of the Buyer, if they are submitted by a person who earlier (with earlier orders, and other notifications respectively) acted on behalf of the Buyer, and the Buyer did not question these actions and even implicitly considered them on their own behalf, until the Seller has been notified of the withdrawal of authorizations for that person. This rule shall apply to the correspondence sent from the e-mail address from which orders (notifications) were previously sent on behalf of the Buyer - until such e-mail address is updated.
4. No assignment of rights arising from the contract concluded with the Seller or an order placed against third parties can take place without the written consent of the Seller.
5. In the case of legal ineffectiveness of individual GTCS points, the remaining provisions and orders executed on their basis shall remain in force. The parties shall agree effective resolutions replacing the ineffective provisions, but they shall reflect their meaning and intention as faithfully as possible.
6. By accepting the GTCS, the Buyer agrees to the processing of his personal data by the Supplier in order to perform the order as well as for marketing purposes related to conducting the business.
7. The Buyer holds all rights in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2002 No. 101, item 926), and in particular the right to inspect their own personal data.
8. In the case of other foreign languages for which there is no translation of GTCS into the proper one, the only valid version remains the GTCS in Polish.
9. In matters not covered by the GTCS, the relevant provisions of the Polish law apply.
6. Disputes that may arise between the Seller and the Buyer will be resolved by the Polish court competent for the seat of

ELA WYRÓB FOLII I OPAKOWAŃ

These GTCS shall be used in their entirety and any changes shall be approved by ELA WYRÓB FOLII I OPAKOWAŃ. Version 1.0 in force since