

GENERAL CONDITIONS FOR SALES OF PLASTICS

1. Application

1. These General Conditions for Sales, hereinafter referred to as "GCS", regulate the rules concerning the conclusion and performance of contracts for sales of goods of Przedsiębiorstwo Wielobranżowe WW Ekochem Spółka z ograniczoną odpowiedzialnością Spółka komandytowa; Głogowo, ul. Akacyjowa 1, 87-123 Dobrzejewice, hereinafter WW Ekochem, for other purchasing entities for purposes related to their business activities (i.e. not as a consumer within the meaning of Article 384, § 3 of the Civil Code), hereinafter referred to as "Buyers" or "Buyer".
2. The GCS constitute an integral part of the contracts for sales of goods and services concluded between WW Ekochem and the Buyers.
3. A change or exclusion of individual provisions of the GCS may take place only with a prior written consent of WW Ekochem under pain of being declared null and void.
4. If any discrepancy between the content of these GCS and the content of the contract that binds the parties occurs, the provisions of the contract shall apply.
5. If the Buyer's contractual pattern exists, the provisions contained therein are applicable only if they do not contradict these GCS.
6. If any provision of these GCS violates the generally applicable law, it does not exclude the use of other lawful provisions included in these GCS.
7. The GCS are provided to the Buyer on the website: www.wwekochem.com
8. If the Buyer is in regular commercial relations with WW Ekochem, its acceptance of the GCS in one order is considered as acceptance of all other orders and sales contracts, unless the content of the GCS changes, in which case WW Ekochem shall inform the Buyer and deliver the changed version of the GCS.

1. Subject of contract

1. The subject of the contract is a specific, particular product indicated in the order or the sales contract, which the Buyer has agreed to purchase.
2. Tolerance in terms of dimensions, weight and other parameters according to general standards in this industry for particular types of products is accepted, however, unless the parties agree otherwise, a tolerance of no more than +/- 1% shall be allowed.

3. WW Ekochem reserves the right to change the specifics of products indicated in the order or the sales contract that is intended to improve the products the company offers. If changes are made, WW Ekochem declares that the products the company or its contractors have changed shall have at least the same usefulness, functionality and application as the products described in the order or the sales contract.

III. Orders

1. Unless otherwise stipulated by WW Ekochem, the sales offer made by WW Ekochem shall be valid for 14 days from the day it was sent by WW Ekochem.
2. No offer, prospectus or offer constitutes a binding offer for WW Ekochem within the meaning of the Civil Code.
3. The order sent to WW Ekochem by the Buyer must contain detailed information about the ordered product to an extent necessary to identify the order and data on the order fulfilment terms that are desired by the Buyer.
4. The contract is concluded when the Buyer submits a written order which is then accepted by WW Ekochem. The order shall be deemed accepted when the Buyer receives a written confirmation of the order receipt by WW Ekochem through:
 1. registered letter
 2. telefax
 3. electronic correspondence.
5. The obligation to submit the documents listed in item 4 does not apply to orders placed by Buyers who remain with WW Ekochem in regular business relations.
6. Placing an order does not bind WW Ekochem, and if there is no response it does not mean the order has been accepted.
7. By submitting the order, the Buyer provides WW Ekochem with its detailed data and copies of the following documents at the request of WW Ekochem:
 1. current excerpt from the register of entrepreneurs of the National Court Register or from the business register, or an equivalent for the country in which the Buyer is registered,
 2. decision on giving the REGON number,
 3. decision on giving the VAT number,
 4. F/01 and CIT-2 forms for the last financial period.

8. WW Ekochem shall reserve the right to request from the Buyer - before proceeding with the contract - the establishment - for WW Ekochem - irrevocable payment security in the form of:
 1. bank guarantee,
 2. documentary credit,
 3. insurance policy,
 4. assignment of receivables,
 5. promissory note with the "no protest" clause,
 6. surety of third parties within the meaning of the Civil Code.
9. If WW Ekochem accepts the order with reservations, the Buyer shall be bound by the content of these reservations, unless the Buyer submits possible comments immediately. Immediate submission of comments is considered to be the placement of a new order.
10. The fact of accepting the order does not bind WW Ekochem in a situation where, for reasons beyond its control, in particular due to force majeure or the Buyer's or third parties' behaviours (including suppliers of WW Ekochem), the delivery and sales of goods is impossible or excessively difficult. WW Ekochem shall inform the Buyer about this fact.
11. When ordering non-standard goods by the Buyer, the Buyer must pay the price of the ordered product in advance, unless the parties decide otherwise.

1. Price and payment terms

1. The Buyer shall pay for the goods the price specified by WW Ekochem in the order confirmation or indicated in the contract. Unless otherwise agreed, the basis for determining the price are the prices of goods and services of WW Ekochem valid on the day of the order acceptance or the signing of the sales contract.
2. Unless the parties have agreed otherwise, all prices quoted by WW Ekochem are net prices, which means the net value excluding goods and services tax as well as other public and legal fees, if due.
3. If the prices are expressed in a currency other than the Polish zloty (PLN) then the price on the invoice shall be the equivalent of the given currency in the Polish zlotys according to the sales price announced by the National Bank of Poland on the day preceding the invoice.
4. The payment shall be made on the date indicated in the invoice to the bank account of WW Ekochem, whereas the day of payment shall be the date the funds enter WW Ekochem's bank account.
5. If a delay in payment occurs, WW Ekochem shall have the right to charge interest for delay in the statutory amount.

6. The parties exclude the possibility of mutual deduction of any claims in relation to claims resulting from legal relationships to which these GCS apply.
7. If Buyer is late in the payment of the price or any part thereof, WW Ekochem shall have the right to withhold the delivery until the Buyer pays the price or any part thereof. If there are other sales or delivery contracts between WW Ekochem and the Buyer, WW Ekochem shall have the right to suspend any deliveries to the Buyer. The deliveries shall be resumed only when the Buyer pays all its financial obligations to WW Ekochem. In such case WW Ekochem shall not bear any responsibility for any damage (loss) arising on the Buyer's part and its contractors' part as a result of the suspension in delivery of the Product, in particular for any indirect losses, lost profits, as well as any other losses of a financial nature. The suspension of delivery for the reasons set out above shall not constitute a change in the delivery date and cannot be the basis for the Buyer's withdrawal from the contract.
8. If the Buyer is late in payment of the price or part of the price 30 days or more, WW Ekochem shall have the right to submit a statement of withdrawal from the contract. In this case WW Ekochem keeps the advance payment, and the Buyer agrees to this.
9. Until the whole price is paid, WW Ekochem shall reserve the ownership of the ordered products.
10. If for reasons not attributable to WW Ekochem the Buyer does not collect the goods at the agreed time, the price and other services must still be paid as if the goods were delivered in accordance with the order.
11. The Buyer's submission of any reservations, comments or complaints and their consideration shall not postpone the payment deadline.

1. Terms of delivery, performance of contract

1. WW Ekochem shall undertake only to hand over to the Buyer the goods constituting the subject of the parties' agreement and transfer to the Buyer the ownership of the goods after receiving the sales price from the Buyer (in particular WW Ekochem's undertaking shall not include technical maintenance regarding the use of the goods). Different provisions may be accepted by the parties upon a written agreement only.
2. The goods are given at the premises of WW Ekochem at the time of personal collection or hand over of the goods to the carrier. The parties may determine a different place and time of issue of the product using

the INCOTERMS 2010 trade rules or otherwise agreed in writing by the parties.

3. The risk of loss or damage to the goods passes from WW Ekochem to the Buyer upon the delivery/hand over of the goods to the Buyer, and in the case of entrusting the goods to the carrier upon the handover of the goods to the carrier, regardless of who bears the transport costs.
4. The Buyer shall bear the costs of collecting and transporting the goods from the WW Ekochem's warehouse, unless the parties agree otherwise in the contract or in the order.
5. In the event that the parties have not agreed in detail on the quality of the goods, it shall be presumed that the goods should be delivered with the quality that meets the average requirements for a given item and type of goods.
6. In the event that the parties have not agreed in detail concerning the packaging of the goods, it shall be presumed that goods in packages or without packages should be delivered - in accordance with applicable regulations and standards in force at WW Ekochem or at its suppliers' companies.
7. The cost of the packaging requested by the Buyer other than specified above in the text of item V.6 shall be charged to the Buyer at the price of WW Ekochem's own costs.
8. The cost of the protection or insurance of the goods demanded by the Buyer for the time of the transport shall be charged to the Buyer.
9. The Buyer shall be obliged to control the received product, in particular the quality, quantity and range of the delivered goods immediately after delivery (hand over) and make an appropriate note on the consignment note or a different proof of delivery, and immediately notify the carrier (in accordance with applicable transport regulations) and WW Ekochem in writing of any reservations in this regard and allow a representative of WW Ekochem to examine intact goods as soon as possible. The Buyer's receipt of the goods without examination or giving no objections immediately after examination of the goods shall be considered a confirmation that the goods have been delivered correctly, in the right quantity, and have the correct features and properties.
10. If no timely payment for the goods is made, the Buyer loses the right to make complaint claims.
11. If due to the type of packaging or for any other reason it is not objectively possible to conduct immediate inspection of the delivered goods, the acceptance control should include the consignment note, the quantity and condition of the packaging, the data on the packaging and

visible damage signs at least. Immediately when it is objectively possible but at the time of unpacking the goods before they are used, no more than 2 days from the date of delivery, a detailed, full control of the goods should be conducted.

12. Under pain of losing the right to claim any lack of quantity or non-compliance with the order or its confirmation from WW Ekochem - the Buyer shall be obliged to complete all formalities provided for in the previous items, in particular, to report the observed irregularities to WW Ekochem immediately after they are found, no later than 2 days from the delivery date.

1. Delays in delivery of goods

1. WW Ekochem shall bear no responsibility for the failure to meet any deadlines resulting from the conclusion or the performance of this contract, if these failures are not solely its fault.
2. In particular, WW Ekochem shall not be liable for the failures to meet any deadlines when they result from circumstances beyond its control (force majeure). In particular, this applies to such accidents as war, risk of war and riots, actions by state authorities and abroad obstructing the business activity of entities, fire, strike, explosions, lack of workforce, labour disputes, blocking of car traffic, lack of means of transport, flood, occupational strike, earthquakes, epidemics, breach of contracts with suppliers, inability to deliver due to bad weather conditions, sabotage and, in general, all unforeseen circumstances, both at home and abroad, as a result of which WW Ekochem cannot be required to implement the Buyer's order.
3. In the case of an event caused by force majeure, WW Ekochem shall be absolved of the responsibility for delivering the goods ordered by the Buyer until the reason for which force majeure has occurred is no longer present. In this case, each party shall have the right to fulfil its obligations under the contract for a longer, reasonable period. However, if the force majeure lasts for a period exceeding 60 days, each party shall have the right to withdraw from the contract without the right to claim compensation, upon a written notification to the other party.
4. If one party already knows that it shall not be able to meet the agreed deadline, it should inform the other party immediately, stating the expected date of fulfilling the obligations to which the delay applies.
5. If the delivery date is postponed due to circumstances which are beyond WW Ekochem, in particular the circumstances provided for in these General Conditions of Sales, WW Ekochem may postpone subsequent

deliveries in a proportionate manner and shall not be liable for the consequences of such postponement.

6. The Buyer may withdraw from the contract only if the Seller's delay was serious (i.e. longer than 60 days). If the Buyer does not immediately use its right to withdraw from the contract, the delivery date indicated in the notice sent by WW Ekochem should be considered a new delivery date that binds the parties.

VII. Scope of responsibility

1. WW Ekochem grants the Buyer a Guarantee for the period, scope and on the terms indicated in a separate guarantee document, if issued to the Buyer.
2. Based on Article 558, § 1 of the Civil Code, the parties exclude the guarantee liability, unless the parties have agreed otherwise in individual arrangements.
3. Any potential liability of WW Ekochem related to the conclusion of the contract or the sales of goods, regardless of the title of this liability, does not cover compensation for the expected benefits, loss of profit, loss of production, loss of market reputation, etc.
4. WW Ekochem shall bear the responsibility for the goods' certain features or for suitability of the delivered goods to the purposes desired by the Buyer only on the condition that the company has given the Buyer a written assurance that the product has certain characteristics or features useful for those purposes.
5. WW Ekochem shall not be liable for any damage caused by the goods (including a dangerous product) or in connection with its possession or use - except for the liability that results directly from the mandatory provisions of law.
6. WW Ekochem shall not be liable for damages resulting from non-performance or improper performance of its obligation, unless the damages were caused by WW Ekochem intentionally (Article 473, § 2 of the Civil Code). In particular, WW Ekochem shall not be liable for losses suffered by the Buyer and for the benefits the Buyer would have been able to achieve if not for the damages made.
7. WW Ekochem shall not be liable to any third parties acting against the Buyer with any claims that may be related to the products sold by WW Ekochem to the Buyer for the production of which the goods sold to the Buyer by WW Ekochem were used.

8. In particular, WW Ekochem shall not be responsible for the actions of third parties, improper use or use contrary to the intended use of the goods sold.

VIII. Confidentiality of information

1. The parties undertake to keep the information about the terms of the contracts and any company data obtained during the negotiations, conclusion and performance of the contract to which the GCS apply, under the terms of the Act on fighting unfair competition confidential and not to disclose it to third parties without the prior consent of the other party expressed in writing.
2. The use of data and information specified in VIII, item 1 for other purposes than those serving the performance of the contract, as well as its publication, is not permitted without the prior written consent of the other party.
3. The obligation referred to above shall not apply to information commonly known and to providing the information at the request of the court, prosecutor's office, tax authorities or control bodies, and matters resulting from disclosure obligations to the extent provided for by the law on Public Trade in Securities.
4. Both parties reserve the right to inform about the conclusion of the Contract and the Subject of the Contract.

Jurisdiction, law, interpretation of GCS

1. If there is a dispute arising in relation to the contractual relationship to which these GCS apply, the parties shall first make an attempt to resolve the dispute amicably.
2. The competent court to settle any disputes shall be the common court competent in a given matter and in the local jurisdiction for Toruń.
3. If WW Ekochem provided the GCS in the Polish language and language versions other than Polish, the binding language version of these GCS is the version made in the Polish language.
4. To all matters not governed by this contract the provisions of the Polish law shall apply exclusively.
5. The titles of individual items of these General Conditions of Sales have been introduced only to facilitate the use of the text and they have no legal significance, and thus the text of the General Conditions of Sales cannot be interpreted on their basis.