



GENERAL TERMS AND CONDITIONS OF SALE

PROEX PACK Sp. z o.o.

1. GENERAL TERMS

1.1. These general terms and conditions of sale (hereinafter referred to as GTC) lay down the rules for concluding contracts for the sale of goods, whose manufacturer, distributor and seller is "PROEX PACK Sp. z o.o." (hereinafter referred to as the Seller) with its registered office in Miechowice Duże 10a, 87-880 Brześć Kujawski, registered under the NIP number: 5252684199, KRS number: 0000647198.

1.2. These GTC apply to all contracts for the sale or delivery of goods offered by PROEX PACK Sp. z o.o., and are contractual provisions binding the parties in the scope of selling goods and services, even if at the next sale (delivery) it was not transferred to the Buyer again.

1.3. GTC are available to the Buyer before the conclusion of the contract, in writing, at the company's headquarters in Miechowice Duże 10a, 87-880 Brześć Kujawski or on the website at www.proexpack.pl

1.4. No other general conditions of sale, models, regulations used by the Buyer shall apply to sales or delivery contracts by the Seller to the Buyer. The only deviation from this rule may be the changed arrangements between the Parties, agreed and confirmed in writing or otherwise null and void; such arrangements they have priority over the provisions of the GTC.

2. PRICE AND CONCLUSION OF THE CONTRACT

2.1. Unless the Seller stipulates otherwise, the sales offer submitted to the Buyer by the Seller shall be valid for 30 days from the day of sending it by the Seller. No such offer (including the one called 'offer') constitutes a binding offer for sale - within the meaning of the Civil Code, and there is only an offer made by the Seller.

2.2. The price sought by the Seller is the net price, i.e. excluding VAT and does not include costs possibly demanded by the Buyer: certificates, approvals, tests and packaging of goods, which costs will be added to the price of the goods, unless the parties agree otherwise.

2.3. The Seller reserves the right to change the prices of offered goods, to introduce new products to the offer of the Website, to perform or cancel promotional actions or to introduce changes thereto.





2.4. The order sent to the Seller by the Buyer must contain the Buyer's data, should include a list of products based on the name, possible size, quantity, offer number or price individually agreed with the sales department.

2.5. The order will be accepted provided that the raw materials for its execution are available in the warehouse. In the event of unavailability of some of the raw materials covered by the order, the customer is informed about the status of the order and decides how to implement it (partial implementation, extension of waiting time, cancellation of the entire order).

2.6. If the Seller cannot accept the order, or may accept it, but only subject to the changes proposed in the order, he shall inform the Buyer within 3 business days of receiving the order.

2.7. The Buyer may cancel the order, but no later than 24 hours from the date of delivery of the order to the Seller.

2.8. The Orders will be binding only upon acceptance of the order by the Seller. Any changes to the order will not be binding unless expressly approved by the Seller.

2.9. The information posted on the Seller's website, in catalogues, on leaflets, in advertisements and other publications - does not constitute an offer within the meaning of the Civil Code, even if it has a price fixed. Publications regarding products offered by the Seller are for information purposes only.

3. DELIVERY TERMS

3.1. The terms of the delivery shall be agreed between the Seller and the Buyer for each order individually.

3.2. Costs of national delivery:

3.2.1. If the value of a single order exceeds PLN 2000.00 net for rolled foils and PLN 500.00 net for bags, the Seller delivers the ordered goods at his own cost to a location indicated by the Buyer.

3.2.2. Transportation costs for individual orders incurred by the Buyer:

- orders for bags for a value of less than PLN 500.00 net (for packages up to 50 kg - PLN 20.00)
- orders for rolled foil for a value of less than PLN 2000.00 net (for half pallets - PLN 75.00)
- For partial shipment of goods at the request of the Buyer (other than confirmed delivery date) the cost of transport is borne by the Buyer (for packages up to 50 kg – PLN 20.00, for euro-pallets up to 500 kg – PLN 120.00, for mini pallets up to 200 kg PLN 75.00)





3.2.3. Shipping costs incurred by the Buyer are included in a separate item on the VAT invoice or at the Buyer's request may be added to the price of the goods.

3.3. Terms of provision of domestic orders:

3.3.1. The ordered goods are delivered by specialized forwarding companies or carriers.

3.3.2. Orders placed on a business day are accepted for consideration on the next business day. Orders placed on Sundays and holidays are accepted for consideration on the first business day following the day on which the order was placed.

3.3.3. Confirmation of the date of the contract must be made no later than the third day after its written receipt and must be effectively sent to the Buyer via e-mail address or fax.

3.3.4. The only orders accepted for realization will be those submitted in writing via email or fax with a confirmed date of completion.

3.3.5. The seller reserves the right to extend the deadline for the contract in the event of factors beyond his control, e.g. road blocks, strikes carriers, natural disasters, plant shutdowns, power outage, unexpected interruptions in the supply of raw materials, etc. regardless of whether they are related to its activities or the activities of its suppliers/ subcontractors, including but not limited to events arising from the operation force majeure.

3.3.6. In any case of delay in the performance of the contract, the Seller shall inform the customer about the reasons for the delay and the new delivery date.

3.3.7. Orders for unusual products are carried out according to individual arrangements.

3.4. In the event that the Buyer collects the goods from the Seller's warehouse, by his own transport, he assumes responsibility for the goods when the goods are released from the Seller's warehouse to the person operating the means of transport with which the goods will be transported.

3.5. If the arrangements of both Parties (confirmed by the order or a separate agreement) does not contain detailed information on the quality and packaging of the goods, it will be assumed that the goods should be delivered of a quality that meets the requirements for a given type and type of goods, and that they should be packed or devoid of packaging - according to applicable regulations and standards in force in the Seller's enterprise or in the suppliers of its suppliers.

3.6. The Buyer undertakes to use the delivered goods in full and undertakes the obligation to ensure the recycling, recovery or utilization of goods not subject to complaint proceedings against the Seller (in accordance with the Environmental Protection Act of 27 April 2001, as amended).





3.7.If the Buyer refuses to accept the goods, the Seller has the right to charge the Buyer with the obligation to pay the price for the goods and storage costs.

4.DELIVERY DOCUMENTATION

4.1.The delivery of each batch of goods will be documented by a bill of lading or other document used when making intra-Community deliveries.

4.2.Checking the goods in terms of quantity will take place before the release of the goods by the Seller employee to this delegated and additionally at the place of delivery with the participation of the Buyer's representative.

4.3.Deficiencies in the goods and visible defects (including damage to the packaging) should be specified in the proof of delivery, waybill or other document confirming the handing over of the goods, under pain of losing claims due to these deficiencies and visible defects. The Buyer shall be obliged to notify the Seller of any hidden defects within 7 calendar days of their disclosure, under pain of losing the right to claim this product.

4.4.Tests, certificates, declarations of conformity or other documents confirming the quality (properties) of the goods will be attached to the goods sent, if such a requirement is specified in the order or contract by the Buyer.

4.5.On the day of delivery, the Seller shall issue and send the Buyer an appropriate VAT invoice specifying the date and method of payment.

5.PAYMENT TERMS

5.1.The Parties jointly agree that the Buyer will pay for the goods due at the unit prices specified in the current offer of the Seller. Payment will be made on time according to the invoice.

5.2.The price specified by the Seller does not include the costs of transport, insurance, customs and other export charges.

5.3.Unless the Contract stipulates otherwise, all payments should be made by bank transfer to the Seller's bank account indicated on the invoice or otherwise communicated to the Buyer.





5.4. The Buyer has no right to withhold payment for goods advertised until the complaint is resolved by the Seller. Acceptance of a complaint is documented with a correcting invoice.

5.5. If in the period between the submission of the order by the Buyer and the date of its implementation by the Seller in a significant and significant way from the point of view of the Seller, the costs of providing the service (raw material prices, labor costs, production costs, taxes or new tax on goods and services, exchange rates arose) currency etc.) The Seller is entitled, at its own discretion, to change the price taking into account the change in relations, of which he will immediately inform the Buyer within 3 business days of disclosure of such circumstances. If, within 7 calendar days from the date of notification of the price change, the Buyer does not object, it is considered that he has accepted the new price.

6. COMPLAINT POLICY

6.1. In order to secure the legitimate interest of both Parties, the Buyer should exercise due diligence when collecting the goods from the carrier by checking the quantity, weight and condition of the packaging in which the goods were delivered. If any damage, tear or loss is found, this should be reported to the courier or carrier in his presence and the arrangements confirmed by an entry in the delivery report.

6.2. When submitting a quantitative, qualitative or valuable complaint, the Buyer should immediately notify the Seller of the situation by telephone and confirm this fact in writing no longer than 7 days after accepting the delivery of the goods.

6.3. Depending on the scope of the complaint, the Buyer is obliged to:

6.3.1. In the case of a quantitative complaint, check and recalculate the supplied collective packaging on the day of delivery or at the latest on the next day, and report irregularities in the complaint report stating:

- Buyer's full name
- number of invoice (or handover certificate) and date of issue,
- provide delivery date and waybill number,
- describe the inconsistencies / discrepancies between the order and the actual delivery
- provide the digital and letter symbols of the labels attached to the packaging of the claimed assortment.





6.3.2. In the event of a quality complaint, the minimum amount of the goods in question must be sent to the seller for inspection and testing in the laboratory, and a report should be made immediately, not later than within 7 days of confirmation of this fact, stating:

- Buyer's full name
- number of invoice (or handover certificate) or date of purchase,
- According to the Buyer, quality defects found in the products together with a short description or photo documentation,
- The buyer is required to attach a label with a batch number.

6.3.3. In the case of a valuable complaint, the Customer should provide the basis on which he bases the price incompatibility claim, providing at the same time:

- Buyer's full name
- number of invoice (or handover certificate) and date of issue,
- identified inconsistencies between the prices of ordered, confirmed and delivered products.

6.4. In the event of a complaint, the Buyer is obliged to secure the advertised goods for the purpose of any inspection with the participation of a representative of the Seller at the place of delivery or at the Buyer's premises, and, if necessary, provide a sample of the advertised goods to be subjected to appropriate tests.

6.5. The Seller undertakes to consider the submitted complaint within 14 days from the date of receipt of the complaint protocol. In particularly complicated cases, the response time may be extended, of which the Seller will inform the Buyer.

6.6. Filing a complaint does not release the Buyer from the obligation to pay the price resulting from the VAT invoice for the goods received and to collect further non-defective goods in accordance with the previously agreed schedule, and in the absence thereof at the first request of the Seller.

6.7. If the complaint is accepted and the goods are demanded that they are free of defects, the Buyer is obliged to give the Seller a complained product range and collect the goods free from defects.

6.8. The seller covers the costs of considering only legitimate complaints.

6.9. Irrespective of the basis of the Buyer's claims, the Seller's total liability for defects in goods may not exceed the price of the goods affected by the defect, with the proviso that this liability is extended to the extent that it is covered by the insurance protection granted to the Seller under a civil liability insurance contract.





6.10.If the complaint turns out to be unjustified, the Seller is entitled to charge the Buyer with the costs of the complaint procedure, including the costs of travel to the Buyer, transport and examination of the goods.

6.11.The manufacturer is only responsible for the product itself, but is not responsible for the content and costs associated with their damage. In the case of packaging, combining packaging with other products, the Buyer is obliged to carry out quality control of the combined product in accordance with generally accepted practices.

7.FINAL PROVISIONS

7.1.PROEX PACK Sp. z o. o. reserves the right to amend the Regulations. The amended provisions apply if they were notified to the Buyer at the time of placing the order.

7.2.Submission and confirmation of the order by the Buyer is tantamount to consent to all provisions and information contained in the GTC.

7.3.In matters not covered by the GTC, the relevant provisions of Polish law shall apply.

7.4.Disputes that may arise between the Seller and the Buyer will be settled by a Polish court competent for the registered office of the Seller.

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