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GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND/OR SERVICES

Eurofoam Polska Spółka z o.o.
Zgierz, June 2021, Version No. 04

Preamble

These General Terms and Conditions of Sale of Goods and/or Services of Eurofoam Polska Sp. z o.o. with its registered office in Zgierz effected by the Company's Management Board's resolution as from 01 June 2021 shall apply to orders placed for Goods and/or Services manufactured by Eurofoam Polska sp. z o.o. with its registered office in Zgierz ul. Szczawińska 42.

The General Terms and Conditions of Goods and/or Services of Eurofoam Polska Spółka z o.o. 95-100 Zgierz ul. Szczawińska 42, registered by the District Court for Łódź – Śródmieście in Łódź, 20th Commercial Department of the National Court Register under KRS number 000002202, Tax ID NIP 732 000 07 26, BDO [Waste management database] 000023078 set out the rules of sale of goods and services.

Eurofoam Polska Spółka z o.o. has the status of a large entrepreneur within the meaning of Art. 4(6) of the Act of 08 March 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2019 item 118, consolidated text of 21 January 2019 as amended).

I. GENERAL PROVISIONS:

1.1. Definitions:

- Seller - Eurofoam Polska Sp. z o.o.
- Purchaser - entrepreneur - customer, recipient of the good
- offer, order, contract - purchase and sale conditions
- good – product, semi-finished product and service.

1.2. Documents Required

At the first transaction, the Purchaser is required to present the following documents:

- A copy of a current extract from the National Court Register or a copy of a current certificate of an entry to the register of business activity,
- A copy of NIP, REGON and BDO certificates.

1.3. Concluding a contract

A sales contract shall come into force only after the Seller confirms an order or completion thereof, whichever occurs first. The sale is based on these General Terms and Conditions of Sale. Any contract that deviates from these conditions must be made in writing to be valid. In each case the acceptance of delivery or collection of goods shall be deemed to be the acceptance of sale and of the General Terms and Conditions of Sale of Goods and/or Services of Eurofoam Polska Sp. z o.o. Other contractual terms of sale of our partners are only valid if expressly agreed in writing.

Contractual provisions shall be governed by Polish law only. Personal data obtained or received by the Seller in connection with business contacts shall be processed according to the Personal Data Protection Act, regardless of whether they come from the Purchaser or from third parties.

1.4. General Reservations

The time of readiness for delivery arises upon notifying the Purchaser of the date of collection or delivery.

If the Purchaser refuses to accept delivery of the goods or to collect the goods after expiry of the indicated deadline for delivery or collection, the Seller shall have the right to withdraw from the contract or claim compensation for breach of the contract.

As compensation the Seller is entitled, without a need to submit any special documentary evidence, to claim 20% of the value of the goods which were not accepted or collected. In case of claims asserted against the Purchaser for violation of industrial property rights in connection with the manufacture of goods according to the Purchaser's specification, the Purchaser shall protect the Seller against such claims.

Any models, samples, drawings, descriptions or other materials, including templates and tools made by the Seller or by third persons upon the Seller's request shall remain the Seller's property and shall be protected by the Seller's copyright, even if the Purchaser covered part of their costs. Without the Seller's written consent such items cannot be made available to any third persons.

If the templates, tools, samples, models, drawings, etc. provided by the Purchaser are stored by the Seller, such items shall be stored at the Purchaser's cost and risk.

In the event when the Seller manufactures goods according to the models, samples, drawings or other documents provided by the Purchaser, the responsibility for lawful use of such materials shall be borne by the Purchaser.

1.5. Orders

Orders placed by the Purchaser may be made in writing, sent by mail, e-mail, fax or telephone with written confirmation. Information on the dimensions, weight, physical properties of the product and its performance provided on the Seller's website, in catalogues, brochures, circulars, advertisements, price lists and other similar documents are for information purposes only, unless they have been expressly confirmed by the Seller as binding, constituting an integral part of the offer. All the goods shall be made according to applicable company standards unless agreed otherwise with the Purchaser.

The Seller shall not be held responsible for use of our goods by the Purchaser for purposes other than mentioned in a product data sheet. The Seller reserves the right to make improvements and modifications in the goods, which do not have negative effects on parameters of goods offered. In the case of orders for agreed quantities, the Seller reserves the right to immediately execute the order and deliver the goods for the entire order. After an order is placed, any changes are possible, if the Purchaser had expressly reserved in writing its right to make such changes.

II TYPE AND SCOPE OF DELIVERY

2.1. Delivery

The receipt / delivery of the products shall take place in accordance with the offered conditions ex works Eurofoam Polska Sp. z o.o. / Purchaser's warehouse.

In any event, the choice of delivery route and carrier shall be at the Seller's discretion, unless otherwise agreed explicitly.

2.2 Delivery time

In the event of force majeure or other unforeseeable, extraordinary events and other circumstances for which the Seller is not responsible - e.g. difficulties in the supply of raw materials, business interruption due to epidemics, strikes, lockouts, intervention of public authorities, difficulties with energy supply, etc. - even if those circumstances occur at one of the suppliers - the delivery time will be extended. In such cases, the Seller shall notify the Purchaser accordingly in writing.

If the delivery or performance proves impossible or unreasonable due to the aforementioned circumstances, the Seller shall be released from its obligation to perform the delivery. If the delay in delivery lasts longer than 2 months, the Purchaser shall be entitled to withdraw from this contract.

In the event that the delivery time is extended or the Seller is released from its obligation to deliver, the Purchaser shall not be entitled to claim damages on this account.

III INVOICING AND PAYMENT

3.1. Invoicing

The price of a product shall not include VAT. VAT shall be added at the statutory rate.

The price of a product is expressed in PLN or EUR, according to the Seller's quotation submitted to the Purchaser.

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Sales documents will be sent to the Purchaser's postal address unless a separate agreement on the submission of electronic invoices has been signed.

For domestic transactions, the condition for reducing the taxable amount in relation to the taxable amount stated on the invoice issued shall be, in each case, confirmation by the Purchaser of receipt of a minus correction, which constitutes acceptance of the terms and conditions of the transaction.

3.2. Payments

Payments shall be made by cash or transfer at the dates individually agreed with the Purchaser.

The date when money is credited to the Seller's bank account shall be deemed to be the date of payment.

In case of any delay in payment for the goods purchased, the Seller has the right to charge interest according to the Act of 8 March 2013 on payment deadlines in commercial transactions, for each day of delay.

The Seller reserves the right to change payment conditions for the Purchaser. The amount of trade credit shall be determined by the Seller on the basis of financial data sent by the Purchaser. At the Seller's request, the Purchaser is obliged to present financial data to the indicated insurance company.

IV COMPLAINTS AND LIABILITY

4.1. Complaints

Any discrepancies in quantity or quality disclosed directly after unloading shall be immediately reported to the driver and confirmed by its signature in a delivery document, after a description of discrepancies is made first.

Immediately after reporting the defect, the Purchaser is obliged to inform the Seller about the complaint and to present the goods subject to complaint with the label and to properly secure the goods until its presentation to the Seller.

The Seller is obliged to respond to the complaint within 14 working days after the date of presentation of the defective goods or at another date agreed with the Purchaser.

Any damage to the goods or change of parameters of the goods in connection with its improper use, storing, warehousing or not agreed with the Seller, cannot be complained about.

4.2. Liability

Liability for damage arisen as a result of failure to perform or inadequate performance of the contract shall be based on general principles.

The amount of compensation for damage caused by the defective goods or untimely performance of the contract cannot exceed the price due for a defective part of delivery or untimely delivered object of the contract or a part thereof.

V CONFIDENTIALITY, DATA PROTECTION, INTELLECTUAL PROPERTY

5.1. The Parties agree to keep strictly confidential any information, including in particular technical, technological, economic, financial, commercial, legal and organisational information concerning the other Party and the contract made as well as any personal data received under the contract.

5.2. The confidentiality clause shall be binding for each of the Parties for the term of the contract and for 3 years after completion, expiration or termination thereof.

5.3. The Seller agrees to keep secret any legally protected information within the meaning of the following legislation (1) Act of 29 August 1997 on personal data protection, (2) Act of 16 April 1993 on combating unfair competition.

5.4. Processing personal data, the controller of which is a Party, is acceptable only for the purposes of fulfilling the contract and for the time period necessary for achieving the purpose of the contract.

VI SERVICE

6.1. Any notifications must be sent by registered letter duly signed, courier, fax or electronic mail to the other Party's address indicated in a contract or other address notified by one Party to the other Party in writing. Notifications sent by electronic mail or fax require written confirmation of receipt by the receiving Party.

VII FINAL PROVISIONS

7.1 Failure to enforce or perform any provision of a Contract or Purchase Order shall not constitute a waiver of such terms and conditions and shall not affect the right to enforce such terms and conditions thereafter.

7.2 Amendments to the Contract or Orders, or deviations from these Terms and Conditions, if any, shall be made in writing in order to be valid.

7.3 If any provision of the Contract or any Order is found to be legally invalid or ineffective, such circumstance shall not affect the validity and effectiveness of the remaining provisions of the Contract or the Order.

7.4 Regulations of Polish law, in particular the Civil Code, shall apply in any matters not governed by these Terms and Conditions and any disputes shall be first resolved amicably, and then by a common court competent for the Seller's registered office.