

General Terms of Sale

I. Application of the General Conditions of Sale

These "General Terms and Conditions of Sale" hereinafter referred to as [the GTCS] [*in Polish* - OWS] apply to transactions between parties regarding the sale of Eurocast Sp. z o.o. [limited liability company] with its registered office in Strzebielino - referred to in the content of these GTCS as [the Seller], to any entity that makes a purchase for the purpose related to its business (i.e. not as a consumer within the meaning of Article 384 § 3 of the Polish Civil Code) - referred to in the content of these GTCS as [the Buyer].

As sales is understood in the content of the GTCS the sale of goods and services constituting the subject of the Seller's commercial activity.

II. Orders

1. Unless otherwise stipulated by the Seller, a sales proposal submitted by the Seller to the Buyer shall be valid for 30 days from the date of its sending by the Seller. No such offer (including proposals called "an offer") constitutes a binding sale offer to the Seller - within the meaning of the Polish Civil Code, but only a proposal of the potential Buyer to place an order. The price proposed by the Seller does not include costs of certificates, attestations, tests and packaging of goods, possibly demanded by the Buyer, which costs shall be added to the price of the goods or service, unless the parties agree otherwise.

2. The order sent by the Buyer to the Seller must contain the Buyer's data, detailed information about the product ordered to the extent necessary to identify it (e.g. reference to the Seller's proposal, if the submission of the proposal preceded the submission of the order) and data on the terms of the contract desired by the Buyer.

3. Placing an order does not bind the Seller, and the lack of its response shall not mean silent acceptance of the order. The acceptance of the order by the Seller for execution requires written confirmation by the Seller. If the Seller accepts the order with reservations, the Buyer is bound by the content of these reservations, unless the Buyer immediately presents their possible comments. Immediate submission of such comments shall be deemed to be a new order, the provisions of the preceding sentences shall apply accordingly.

4. The fact of accepting the order does not bind the Seller in a situation where, for reasons beyond its control, in particular due to force majeure, or the behaviour of the Buyer or third parties (including suppliers of the Seller), delivery and sale are impossible or excessively difficult.

5. Acceptance of the order does not bind the Seller also if the total obligations of the Buyer to the Seller have exceeded the amount of trade credit possibly granted to the Buyer by the Seller, or if the Buyer has delayed payment of any amounts due to the Seller.

6. In the event that the Buyer orders non-standard goods or services (i.e. not in the Seller's current sale or customized, e.g. cut in a manner different from the factory method), the Seller may request the Buyer to make an advance payment of up to 30% of the gross value of the ordered goods or services, unless the parties agree otherwise. The advance payment is settled upon receipt of the goods or service (or its last batch) by including it against the obligations of the Ordering Party, and if the Buyer fails to collect the goods or service, it is retained by the Seller by way of a contractual penalty.

III. Tolerances

1. Quantitative tolerances of the order, weight of the wound rolls and other tolerances regarding the quality of the winding and the physical and chemical properties of the offered films are specified in the "Technical Specifications" for specific products and in the "Technical Specifications - General Terms and Conditions" for individual product groups. The above-mentioned documents are available at www.eurocast.com.pl.

2. The net weight of the wound film rolls contains the net weight of the film together with the winding roll.

IV. Prices and payment terms

1. The Buyer shall pay for the goods or services the price specified by the Seller in the order confirmation.
2. If, after the conclusion of the contract, any import fee or fee related to the intra-Community acquisition of goods or services, tax or any other public law burden is introduced, or there are changes in the amount of such fees, taxes or charges, or there is a change - by more than 5% (five percent) - in commodity prices or a change in the exchange rate, the Seller may change the price accordingly, even if this is not included in the contract between the Parties.
3. If the content of the parties' arrangements does not indicate whether the given rates or prices are net or gross, it shall always be considered that they are net rates to which tax (in particular VAT) shall be added in the amount applicable at a given time.
4. Payment shall be made within the period specified in the invoice - as agreed by the parties,
5. If the Buyer fails to collect the goods or services within the time limit due to reasons not attributable to the Seller, the price and other services must still be paid as if the goods were delivered in accordance with the order.
6. If the Buyer fails to collect the good or service and fails to pay the amount due and the delay in receipt and payment exceeds one month, the Seller may:
 - a. withdraw from the contract by retaining the unclaimed goods or service and require the Buyer to pay a contractual penalty for non-performance of the contract in the amount corresponding to 50% of the net price of the ordered or not received goods or services;
 - b. retaining the right to perform the activities described in point 1 at any time, the Seller may request the performance of the contract by the Buyer and charge them the costs of storing the goods until the date of receipt.
7. In the event of non-performance of the contract by the Buyer, the Seller has the right to claim compensation to the extent that the damage suffered exceeds the amount of the contractual penalty reserved in accordance with paragraph 6 subclause 1.
8. The day of making the payment shall be the day the given amount is credited to the Seller's bank account. If the payment deadline is not met, the Seller may claim the payment of interest by the Buyer in accordance with applicable law. The Seller also has the right to claim reimbursement of its recovery costs, including out-of-court recovery, carried out at its request by third parties.
9. If, at the Seller's discretion, there is a reasonable basis to suppose that the financial situation of the Buyer shall prevent them from fulfilling their payment obligation to the Seller or the trade credit limit granted to the Buyer shall be exceeded, reduced or cancelled, the Seller has the right to withdraw from the sale contract or - before realizing production or release of the goods, and regardless of the payment deadline set earlier - demand payment of part or all of the sum in cash or granting certain guarantees or collateral for payments.
10. The submission by the Buyer of any reservations, comments or complaints and their consideration does not suspend the payment deadline.

V. Deliveries and consequences of defaults

1. In the event that delivery is carried out through an independent Carrier, the responsibility for the goods shall pass to the Buyer at the time of delivery of the goods to the Buyer by the Carrier. In the event that the Buyer collects the goods from the Seller's warehouse, by their own transport, they assume responsibility for the goods when the goods are released from the Seller's warehouse to the person operating the Buyer's means of transport.
2. In the event that the content of the parties' arrangements (confirmed by the order or a separate agreement) does not contain detailed information on the quality and packaging of the goods, it shall be presumed that goods of a quality corresponding to the requirements for a given type and type of goods should be delivered, and that they should be packed or devoid of packaging - in accordance with applicable regulations and standards in force in the Seller's enterprise or in the enterprises of its suppliers.
3. The cost of packaging other than specified above in the content of point V. 2., and which packaging the Buyer has requested, shall be charged to the Buyer at the price of the Seller's own costs. The buyer may also be charged for the costs of the required security or insurance of the goods during transport.

4. The Buyer is obliged to check, in particular, the condition of the shipment (cargo) as well as the quality, quantity and assortment of the delivered goods immediately after their delivery (issue) and make an appropriate annotation on the waybill, Packing List or other proof of issue, and immediately report to the carrier (in accordance with the relevant transport regulations) and the Seller, in writing, any reservations in this respect and allow the Seller representative to examine, without delay, the intact goods. The Buyer's receipt of the goods without examining them or not raising any objections immediately after examining the goods will be considered as confirmation that the goods have been delivered correctly, in the right quantity and have the correct features and properties.
5. If, due to the type of packaging or for some other reason, it is not objectively possible to carry out an immediate check of the delivered goods, the check on delivery should include at least the waybill, the number and condition of packages, the data on the marking of the goods on the packaging, and damage visible from the outside. Immediately, when this becomes objectively possible, but at the latest when unpacking the goods, before they are used, a detailed, full inspection of the goods should be carried out.
6. The Buyer is obliged to complete all the formalities provided for in the preceding points, otherwise they may lose the right to assert any claims from the Seller for defects of goods or non-compliance of the delivery with the order or its confirmation - in particular, the Buyer is obliged to report to the Seller any irregularities found immediately after they are found, but not later than at the time when, pursuant to the above, a finding of irregularity was possible.
7. The Seller shall not be liable for any defaults arising from the conclusion or performance of this contract, if these defaults are not the sole fault of the Seller.
8. In the event that the party becomes aware that it will not be able to meet the deadline set out in the contract, it should immediately inform the other party, stating at the same time the expected date of fulfilment of the obligations to which the delay relates.
9. Subject to the provisions of the following paragraphs, if a delay in delivery or collection causes serious harm to a party not guilty of this delay, that party shall have the right to withdraw from the contract in writing. If the delay concerns only a single item in delivery, a party may withdraw from the contract only in relation to that item.
10. If the delivery date is postponed due to circumstances for which the Seller is not at fault, in particular the circumstances provided for in these General Terms and Conditions of Sale, the Seller may postpone subsequent deliveries in a proportionate manner and shall not be responsible for the effects of such postponement.
11. If the delay of the Seller's delivery concerns non-standard goods (within the meaning of point II. 6. of these GTCS), the Buyer may withdraw from the contract only if the delay was serious (i.e. longer than 30 days). If the party does not immediately use its right to withdraw from the contract, the new delivery date indicated in the notification of delay sent by the Seller should be considered binding on the parties.
12. Compensation for late delivery may only be paid if the Buyer has withdrawn from the contract because of this, or if a special written agreement has been concluded. Any claims for damages should be presented by the Buyer in writing no later than one month from the time when the delivery according to the contract should take place. Failure to submit claims within this period means their unconditional waiver.

VI. Warranties and complaints

1. Warranty and Complaint conditions are set out in the "Technical Specifications - General Terms and Conditions" for individual product groups. The above-mentioned documents are available at www.eurocast.com.pl.

2. Scope of liability

1. Any liability of the Seller related to the conclusion of the contract or the sale of goods, regardless of the title of this liability, does not include compensation for damages regarding expected benefits, lost profit, production losses, loss of market reputation, etc.
2. Any liability of the Seller related to the conclusion of the contract or the sale of goods, irrespective of the title of liability, may not jointly exceed 30% (thirty percent) of the net price of the goods to which the circumstances constituting the basis of the Seller's liability relate.

3. Any liability of the Seller related to the conclusion of the contract or the sale of goods is excluded if, without the knowledge of the Seller and its consent, the goods are sold by the Buyer to a third party, in particular when the sale takes place to a country other than that resulting from the concluded sales contract.

4. Any liability of the Seller related to the conclusion of the contract: selling the raw material, semi-finished product, product, goods, performance of the service, carrying out service trials and tests, in particular on the material entrusted to the Seller, is excluded if the contract concerns materials or services for which the technical parameters have not been specified by the Seller as part of the Technical Specification and/or General Conditions for a given type of material or service.

5. The Seller shall be liable for the goods having specific characteristics or for the suitability of the goods supplied for the purposes desired by the Buyer, only provided that it gave the Buyer a written assurance that the goods have certain characteristics or that they are suitable for these purposes.

6. Apart from the liability for defects described above, the Buyer has no right to compensation for any damage caused by the goods (including, by a dangerous product) or in connection with its possession or use - with the exception of mandatory liability arising directly from mandatory provisions of law.

7. If a third party makes any claims against the Buyer that may be related to the goods sold to the Buyer by the Seller or to products for the production of which the goods sold to the Buyer by the Seller were used, the Buyer should immediately notify the Seller of this fact and thus allow it to participate in proceedings related to that person's claims, otherwise the Seller shall exclude any of its liability associated with these claims.

3. Dispute resolution and applicable law

1. To resolve any disputes that may arise between the parties, which may be related to relations based on the sales contracts or other contracts concluded by the parties, to which these General Terms and Conditions of Sale would apply, only the court with jurisdiction over the registered office of the Seller shall be competent.

2. These General Terms and Conditions of Sale shall apply to any sales contract under which the Seller sells any goods to the Buyer (if the Buyer in any form and at any time has been informed about them or could easily read their content and if the parties have not excluded in writing the application of these - all or some - conditions) as well as - to the extent not regulated in the content of these GTCS - relevant provisions of the Polish Civil Code and other mandatory legal acts shall apply.

3. Notwithstanding the content of these General Terms and Conditions of Sale, the agreement between the parties may be subject to appropriate change in the event of the introduction of mandatory legal acts, the content of which shall result in additional obligations of the parties. In particular, the Seller may refer to any changes in regulations and circumstances, which may result in a change in operating costs or public law burdens, and thus a change in the terms of the offer submitted by the Seller or the contract already concluded between the parties but not yet performed.

4. Other provisions

1. Unless the parties agree otherwise in writing, it will be considered that the Seller's obligation does not include any other services other than the release to the Buyer of the goods constituting the subject of the parties' agreement and the transfer of ownership of the goods to the Buyer after receiving the sale price from the Buyer (in particular, the Seller's obligation does not include technical service regarding the use of goods).

2. Except as otherwise provided for in this contract, the following circumstances may constitute, without consequences for the parties, a ground for withdrawal from the contract if they occurred after the conclusion of the contract and significantly impede its performance: employee conflict and any other circumstance that the party does not control (e.g. force majeure), such as, in particular, fire, war, mobilization or unpredictable military service calls, other events of similar scope or significance, requisitions, seizures, currency restrictions, equipment or machinery failure, IT system failure, sabotage, strike, uprisings and riots, shortage of means of transport, general shortage of goods, cancellation of part of production or fixed or current assets, restrictions on means of propulsion, and defects or delays or deficiencies on the part of carriers, producers or suppliers of goods being the subject of the sale or other third parties. The Party shall not be liable for any effects resulting from the behaviour of the other party or third parties, for the behaviour of which persons this party is not legally responsible. If the contract cannot



be performed in a timely manner, each party has the right to withdraw from this contract in the part where performance has been impeded for the reasons mentioned above.