



GENERAL TERMS AND CONDITIONS OF SALE

1. PREAMBLE

1.1. The following terms and conditions apply to all business relations (sales, deliveries, services) rendered between PROPLASTICA Sp. z o.o. (hereinafter referred to as PROPLASTICA) and its customers.

1.2. By placing an order at PROPLASTICA the customer confirms that he has become familiar with the terms and conditions of sale and accepts them, which means that any transactions between PROPLASTICA and the customer are subject to these terms and conditions of sale, making the customer's own terms and conditions for suppliers invalid.

1.3. Any exceptions to these terms and conditions (including verbal changes) are deemed invalid, unless supported by the expressed written consent of PROPLASTICA.

1.4. Offers and quotes are subject to change without notice.

2. PRICES

2.1 Prices do not include any national or local taxes (sales, turnover, VAT).

2.2 Freight, insurance and additional services (assembly, installation) are not included in the price, unless otherwise agreed in writing by both parties.

2.3 Packaging is included in the price (in form and shape according to PROPLASTICA standards) for inland freight. Wooden crates for inland or maritime transport may be subject to additional charges at the discretion of PROPLASTICA.

2.4 The prices displayed on the electronic order confirmation are deemed final and accepted by the customer.

2.5 Unless PROPLASTICA has specified in writing that the quotation is binding for a specified period of time, the prices quoted may change at any time prior to shipment to reflect changes in currency fluctuations, surcharges, import duties or other actions taken by the government authorities.

3. DELIVERIES

3.1 Deliveries, both full and partial, are quoted on case-by-case basis in accordance with INCOTERMS 2010.

3.2 The delivery dates given are only to be used as reference rather than obligation on the part of PROPLASTICA and are subject to change for any reason whether or not caused and/or contributed by PROPLASTICA's fault or negligence including, but not limited to any event of force majeure as defined by Polish law. PROPLASTICA reserves the right to quote/offer products without any obligation to deliver them if the customer's account has outstanding debt claims against PROPLASTICA and/or problem appears in account settlement between the parties.

3.3 We reserve the right to send special items (manufactured according to customer's documentation) in the amount of +/- 10% of the ordered quantity.

3.4 The customer is obliged to carefully and without delay inspect the delivered goods in terms of quantity and assortment. Any delivery, transport and damage issues should be reported within 14 days of receiving the goods. If visible damage to packages has been noticed, any complaint to PROPLASTICA should include photographic documentation as well as a written statement co-signed by both parties: the customer and the driver of the forwarding company.

3.5 Complaints about hidden defects must be made in writing (photographic documentation included) within 14 days of their detection but not later than after 6 months from the date of delivery. PROPLASTICA will make every effort to consider the complaint within a reasonable time.

3.6 PROPLASTICA's liability is limited to the amount not larger than double the value of the delivered goods for which the claim was reported according to the above-mentioned terms.

3.7 PROPLASTICA reserves the right to charge freight cost for all returned items due to the customer's fault. Returns and/or exchanges (with prior approval and RMA number issuance from PROPLASTICA) of stock items are subject to restocking charges of 25% but not more than 100€.

3.8 For non-stock items, special components and/or plates sale is considered as final, and no returns will be accepted.

4. PAYMENTS

4.1 The customer is liable to bear all costs associated with money transfers (bank or otherwise) to cover all invoices.

4.2 Any deviation from mutual obligations without a prior written approval from PROPLASTICA is not acceptable.

4.3 PROPLASTICA reserves the right to issue partial invoices for a single order.

4.4 Without exception, PROPLASTICA collects the oldest, outstanding receivables first.

4.5 PROPLASTICA reserves the right to charge interest on overdue receivables up to the maximum value permitted by Polish law.

4.6 The goods remain the property of PROPLASTICA until completely paid for.

4.7 Any disputes that may arise directly or indirectly from these regulations shall be settled by the common courts competent for the seat of PROPLASTICA.

Legal relations to which these terms and conditions of sale apply are governed exclusively by Polish law.

PROPLASTICA Sp. z o.o.
ul. Lęborska 26
77-100 Bytów
Poland

Bytów, December 2018