

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **PROPLASTICA**

#### **1. DEFINITIONS**

- 1.1. Definitions used in these General Terms and Conditions of Sale:
  - 1.1.1. Agreement – means a sales agreement under which PROPLASTICA sells or delivers Goods or services to the Buyer.
  - 1.1.2. PROPLASTICA or Seller – PROPLASTICA sp. z o.o., with its registered office in Bytów, KRS: 0000157866, NIP: 842-000-45-81, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Gdańsk, 8th Commercial Division, with share capital of PLN 1,412,500.00.
  - 1.1.3. Buyer – a natural person, legal person, or organizational unit without legal personality that has placed an Order with PROPLASTICA.
  - 1.1.4. Goods – movable items sold by PROPLASTICA under the sales agreement, as well as services included in PROPLASTICA's current commercial offer.
  - 1.1.5. General Terms and Conditions of Sale or GTCS – these terms and conditions defining the rules of sale of Goods or provision of Services by PROPLASTICA and the rights and obligations of the Seller and Buyer.
  - 1.1.6. Order – a document prepared by the Buyer and sent by email, letter, courier, or delivered in person to PROPLASTICA, or automatically generated in the Seller's system, constituting an offer to purchase Goods, specifying at least: type and quantity of Goods and price according to PROPLASTICA's current price list.
  - 1.1.7. Order Confirmation – a document prepared or automatically generated by PROPLASTICA, sent via email, specifying at least the type and quantity of Goods, delivery terms according to INCOTERMS 2020, delivery date, place of delivery, unit and total price of Goods, transport cost calculation rules, and payment terms and conditions.

#### **2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE**

- 2.1. The GTCS constitute general terms of contracts within the meaning of the Civil Code and apply to all sales, deliveries of Goods, and service agreements where PROPLASTICA is the seller, supplier, or service provider. For purchases made via the online store (<https://shop.proplastica.pl/pl/>), the store's terms and conditions also apply.
- 2.2. These GTCS are an integral part of all offers or invitations to submit offers issued by PROPLASTICA, and of all acceptances, confirmations, or acknowledgments by PROPLASTICA of orders placed by the Buyer, unless explicitly agreed otherwise in writing or via email.
- 2.3. The Buyer is obliged to familiarize themselves with the GTCS before placing an Order.
- 2.4. Placing an Order by the Buyer constitutes acceptance of the GTCS.
- 2.5. These GTCS are exclusive. Any general terms of the Buyer are excluded. These

Terms shall take precedence over any other terms contained in any Order, offer, request for quotation, or other document originating from the Buyer.

### **3. CONCLUSION OF THE AGREEMENT**

3.1. The sale of Goods and services is based on the Agreement concluded between PROPLASTICA and the Buyer according to these GTCS.

3.2. The Agreement is concluded upon the delivery of the Order Confirmation by PROPLASTICA to the Buyer.

3.3. PROPLASTICA may refuse to accept an Order without stating a reason or cancel the Order Confirmation before delivery for any reason, thereby terminating the Agreement.

3.4. A valid Agreement requires submission of the Order and its confirmation by PROPLASTICA in writing or electronically, including by email.

3.5. No information in marketing materials, including catalogs, brochures, leaflets, and advertisements, constitutes an offer under the Civil Code. Dimensions, weights, other specifications, illustrations, and descriptions in PROPLASTICA's marketing materials are for informational purposes only, unless explicitly stated otherwise. Differences between product visuals in marketing materials and actual appearance do not constitute grounds for complaints or returns.

3.6. Placing an Order does not bind PROPLASTICA, and lack of response does not constitute tacit acceptance. Article 682 of the Civil Code does not apply to transactions with PROPLASTICA.

3.7. PROPLASTICA reserves the right to modify the specifications of Goods listed in its publications due to technical updates.

3.8. PROPLASTICA may withdraw from the Agreement at any time before delivery without stating a reason. In such a case, any claims of the Buyer against PROPLASTICA are excluded.

3.9. PROPLASTICA reserves the right to withdraw from the Agreement or refuse to perform it and refuse delivery if there are outstanding payments from the Buyer or justified doubts about the Buyer's ability to pay.

3.10. For custom-made items (based on Client's documentation), PROPLASTICA reserves the right to deliver quantities +/- 10% of the ordered amount and adjust the Price accordingly. The Buyer must pay for the actually delivered quantity.

3.11 Proplastica reserves the right to introduce base milling in the plate without informing the Buyer.

### **4. PRICE**

4.1. Prices exclude national or local taxes (e.g., sales tax, VAT). Freight, insurance, and additional services (e.g., assembly) are not included unless agreed otherwise in writing. The Buyer bears all additional costs related to fulfillment and delivery.

4.2. Packaging is included in the price (per PROPLASTICA's land transport standards). Special crates for air, inland, or sea transport may incur additional charges.

4.3. Prices specified in the Order Confirmation are binding on the Buyer, subject to clauses 4 and 5 below.

4.4. Prices may change before delivery to reflect changes in exchange rates,

production costs, customs duties, or actions by public authorities.

4.5. PROPLASTICA reserves the right to modify its commercial offer and price lists at any time. New prices apply to Orders placed after the change and to undelivered Goods.

4.6. The Buyer must pay the price in advance. Delivery is conditional upon payment. Deferred payment is possible only with PROPLASTICA's prior approval and under specified terms.

## **5. DELIVERY**

5.1. Deliveries are made under INCOTERMS 2020 according to the rule stated in the Order Confirmation.

5.2. If multiple Goods are ordered, PROPLASTICA may deliver them in parts and at different times.

5.3. Delivery dates may change due to factors within or beyond PROPLASTICA's control, and the Buyer will be notified accordingly.

5.4. If the Buyer refuses or fails to accept Goods, they must reimburse PROPLASTICA for all reasonable transportation costs.

5.5. The Buyer must take delivery and ensure conditions for receipt.

5.6. Upon receipt, the Buyer must inspect the Goods for quantity and quality.

5.7. Any claims regarding quality or quantity must be reported within 3 days of delivery, otherwise they are forfeited.

5.8. If damage is found during transport, the Buyer must take photos and prepare a damage report with the carrier.

5.9. PROPLASTICA is not liable for delivery delays caused by the carrier.

5.10. If the Buyer fails to collect the Goods, PROPLASTICA may charge a penalty of 30% of the gross value of the uncollected Goods and seek further damages.

## **6. PAYMENTS**

6.1. The Buyer bears all transaction costs, including bank charges (including those deducted by PROPLASTICA's bank).

6.2. PROPLASTICA may issue partial invoices for partial deliveries.

6.3. If the Buyer has outstanding debts, payments will be applied to the oldest debt. The Buyer must pay any shortfall for the current Order, otherwise PROPLASTICA may withhold or delay delivery.

6.4. Late payments incur the maximum statutory interest.

6.5. Goods remain the property of PROPLASTICA until full payment is received.

6.6. Risk transfers to the Buyer according to the applicable INCOTERMS 2020 rule.

## **7. WARRANTY AND SELLER'S LIABILITY**

7.1. The Buyer has warranty rights for defects, subject to the following limitations.

7.2. Defects must be reported immediately, no later than 3 days after discovery.

7.3. Complaints must be submitted in writing or by email to [complaint@proplastica.pl](mailto:complaint@proplastica.pl)

7.4. PROPLASTICA will respond to complaints within 14 days, or as soon as reasonably possible depending on the defect.

- 7.5. The Buyer must return defective Goods at their own cost.
- 7.6. After confirming the defect, PROPLASTICA will, at its discretion, replace or repair the Goods within 30 days or inform of a new deadline.
- 7.7. Warranty is provided for 6 months from delivery. After that, PROPLASTICA assumes no liability.
- 7.8. PROPLASTICA's liability is limited to the price of the Goods. It is not liable for indirect damages or lost profits.
- 7.9. The Buyer is not entitled to reduce the price.
- 7.10. The warranty is void for defects caused by misuse, improper storage, or failure to protect the Goods.

## **8. FORCE MAJEURE**

- 8.1. Force majeure includes unforeseeable events beyond PROPLASTICA's control (e.g., natural disasters, epidemics, wars, administrative restrictions, strikes, power outages, etc.).
- 8.2. In such cases, PROPLASTICA is not liable and its obligations are suspended. It may also withdraw from the Agreement.
- 8.3. The Buyer will be informed of any force majeure events without undue delay.

## **9. CONFIDENTIALITY**

- 9.1. All information obtained by the Buyer from PROPLASTICA in connection with Orders or the Agreement, including pricing, delivery conditions, cooperation rules, and technical or organizational data, must be kept confidential.

## **10. FINAL PROVISIONS**

- 10.1. Contracts concluded between PROPLASTICA and the Buyer shall be governed by Polish law.
- 10.2. All disputes shall be subject to the jurisdiction of the court competent for the registered office of PROPLASTICA.
- 10.3. The Buyer may not assign any rights or claims against PROPLASTICA to a third party without the prior written consent of PROPLASTICA.