

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BAGPAK POLSKA SP. Z O.O. PRODUCTS

1. The sale and the delivery of BAGPAK Polska Sp. z o.o. products are conducted on the basis of the hereby General Terms and Conditions of Sale and Delivery, which are applicable to all agreements concluded by BAGPAK Polska Sp. z o.o., as well as to single orders received by BAGPAK Polska Sp. z o.o.
 2. BAGPAK Polska Sp. z o.o. is referred to in the further parts of the hereby General Terms and Conditions of Sale and Delivery as the „Supplier”, whereas the subject purchasing the products of the Supplier is further referred to as the „Receiver”. The hereby General Terms and Conditions of Sale and Delivery are further referred to as the „Conditions”.
 3. The amendments to the Conditions or the concluded by the Parties agreements require the written form, otherwise being null and void. The commercial conditions of the Receiver are not binding for the Supplier, unless the Supplier shall state in the written form the consent to their acceptance, otherwise being null and void.
 4. The Supplier and the Receiver mutually state, that:
 - a) each of them is an individual entrepreneur responsible for his liabilities,
 - b) each of them has the necessary consents to conclude the transaction, to which the hereby Conditions are used,
 - c) none of the Parties is the consumer.
 5. The supply of the Supplier's products are conducted according to 2020 Incoterms conditions, individually agreed between the Parties.
 6. The prices of the Supplier's products are net prices and do not include the costs of packaging of the Products, unless the Parties agree otherwise in writing or in a document (including e-mail arrangements made by the representatives of the Parties).
 7. The basis for every transaction is the order, the confirmation of which constitutes acceptance of the Terms and Conditions by the Customer, even if these Terms and Conditions have not been expressly referred to in the Supplier's confirmation of acceptance of the order for execution.
 8. The Receiver is obliged to place the orders for the Products on the working days (i.e. from Monday to Friday excluding feasts and bank holidays) between 8.00 am – 4.00 pm to the following e-mail address of the Supplier: zamowienia@bagpak.pl or order@bagpak.pl. Placing an order means that the Recipient confirms that they have got acquainted with the General Terms and Conditions of Sale and Delivery of Bagpak Products and BAGPAK Customer Manual.
 9. The order should be confirmed each time by the Supplier by means of an e-mail to the address of the Receiver within 2 working days from the day of the order placement.
 10. The order placed after 4.00 pm on the working day or placed on the day not being the working day, shall be deemed as effectively placed on the following working day at 8.00 am.
 11. The Supplier has the right to refuse to accept the order or to modify the terms of the order, about which he will notify the Recipient within 2 business days of placing the order by the Recipient.
 12. The Supplier's invoice may be sent to the Receiver by e-mail (electronically), to which the Receiver hereby gives the consent.
 13. Payment for the goods will be made to the bank account indicated on the invoice. The payment deadline specified by the Parties starts from the date of issuing the invoice.
 14. Deliveries may be made in whole or in part. The Parties, in particular due to the specification of the production of rolled aluminum products, allow differences in the quantity of products delivered to the Recipient at the level of +/- 5% in relation to the quantity ordered and such a difference cannot be a reason for refusing to accept the products. The above-mentioned quantitative difference may concern the order in whole or in part, as well as the assortment or packaging.
 15. In case of product collection by means of Receiver's transport or on the Receiver's behalf, the Receiver is obliged to :
 - a) make sure that the vehicle equipment meets all legal requirements and corresponds to the Supplier's loading equipment
 - b) make sure that that the transport conditions meet the requirements guaranteeing maintaining the quality parameters of the products and exclude any damage to the packaging
 - c) make sure that the product collection is performed and confirmed on the delivery note (WZ) by the driver,
 - d) execute from the driver to abide the work and safety regulations (BHP) and to use the personal protection means being in force at the Supplier's.
- In case of not following any of the hereinabove rules the Supplier is entitled not to dispatch the products.
16. The Supplier has the right to audit the Receiver's vehicles and has the right to refuse the loading of the products in case of safety rules infringement.
 17. The Supplier does not bear the responsibility for inappropriate use or storage of his products after dispatching them to the Receiver.
 18. The Supplier does not bear the responsibility for the defects of the products, which could have been detected during collection, keeping due diligence. In case of delivering the inappropriate quantity of the products, the Receiver has the right to claim from the Supplier exclusively to issue the corrective invoice to the primary invoice.
 19. The responsibility of the Supplier due to the incurred damage is limited to the responsibility for the damage incurred due to willful misconduct and does not cover the Recipient's lost profit or other indirect damages.
 20. The following provisions of the Civil Code will not apply to the Supplier's liability under the warranty for defects in the products sold: Art. 560, art. 561, art. 5611-5615 art. 562 and art. 566 and the provisions replacing them.
 21. On the day of product release, the Recipient performs quantitative acceptance of the purchased products at the place of product release and immediately informs the Supplier by phone or e-mail about any irregularities found.
 22. In case of delivery by the Supplier's transport all quantitative remarks and state of the packaging must be noted on the delivery note and confirmed by the driver. The complaints reported in this scope later shall not be accepted.
 23. The quality complaint must be reported to the Supplier by phone or mail without any delay, that is not later than within 3 days from the day of noticing the products quality defect. In case of phone report, the complaint must be confirmed in a written form by the Receiver within the hereinabove term.
 24. The Recipient reporting a quality complaint is obliged, under pain of refusing to consider the complaint, to allow the Supplier to perform the visual inspection and to collect at least two representative samples from the complained product batches within the term and place jointly agreed by the Parties, however not later than within 7 days from expressing by the Supplier the intention to perform such inspections.
 25. The complaints concerning the delay of the delivery and delivery of the product not compliant with the order shall be reported without any delay, however not later than 3 days from the date of the delivery. No complaint can concern the insignificant defects.
 26. The failure to comply with the above procedures by the Receiver shall release the Supplier from the obligation of processing the complaint.
 27. If the complaint is not justified, the Supplier is entitled to demand from the Recipient a refund of the costs incurred in connection with it.
 28. All liabilities of the Supplier in the scope of the industrial property rights and the copyrights, if they exist under applicable law, apply only if the Recipient immediately notifies the Supplier in writing about claims from third parties, and the Supplier will be able to fully perform their right to all activities and negotiations.

29. It is the Recipient's responsibility to ensure that the packaging designs provided to the Supplier in order to execute the order, nor their use by the Supplier, do not infringe any patents or other industrial property rights or personal or property rights of third parties in Poland, the European Union or any other country in which the product is to be moved or in any country in which the products ordered by the Recipient are to be transported.
30. The Recipient undertakes towards the Supplier that if third parties bring any claims against the Supplier related to the violation of the rights referred to in point 29 above, then the Recipient will release the Supplier from any liability towards third parties, in particular from liability for infringement of rights of third parties:
 - a/ arising from industrial property law, including infringement of the right to register trademarks and industrial designs,
 - b/ arising from personal or property rights,
 - c/ resulting from the reputation of the designation of products or services,
 - d/ arising from the protection of trade names and any other designations in relevant institutions and state and international bodies
 - e/ resulting from the damage caused by the tort.
31. In cases specified in point 30 hereinabove, the Receiver shall be obliged without any delay to perform all necessary factual and legal actions in order to release the Supplier from the liability towards the third parties due to this and in particular to:
 - a/ perform the release of the Supplier from the debt,
 - b/ take over the Supplier's debt,
 - c/ participate in the court, arbitrary and administrative proceedings
 - d/ refund for the benefit of the Supplier in the full amount all quotas paid to the third parties, in accordance with the infringement of their rights and the incurred by the Supplier court proceedings fees and legal fees,
 - e/ file all the statements and declarations required by law.
32. In case when the product marketing and sale is qualified as the act of unfair competition or as the unfair market practice, than the Receiver shall be exclusively liable towards the third parties for satisfying all their claims resulting from this.
33. None of the Parties shall bear the responsibility for any loss or damage, which can be sustained due to the failure to fulfill their obligations resulting from the Conditions or from the agreement binding the Parties, as a result of the remaining in the cause and effect relationship outcome of the event or events of the external character remaining out of control of the given Party, on which the Party did not have an effect and which could not have been prevented including war, considerable social riots, fire, storm or flood. The Party, which due to it may not be able to fulfill their contractual obligations shall be released from those obligations during the duration of the force majeure and shall make every effort to fulfill their obligation after the termination of the force majeure.
34. The Supplier has the right to limit or refuse the delivery in case of not having production possibilities.
35. If the Receiver delays to pay any receivables for the benefit of the Supplier exceeding the period of 7 days, the Supplier may suspend further deliveries of the products until all the payments are settled by the Receiver.
36. All information, as well as drawings, tools, samples, models etc. made available to the Receiver by the Supplier remain the property of the Supplier. They cannot be made available to the third parties without prior consent of the Supplier and shall be used by the Receiver exclusively to perform the transaction with the Supplier.
37. The Receiver shall treat any data connected with the transaction with the Supplier, including the order and the commercial and technical data as the secret of the company. The Supplier is obliged to treat as the confidential the information disclosed by the Receiver as his own commercial secrets and shall not disclose such information to the third parties.
38. The invalidity of the particular provisions of the Conditions does not infringe the validity of the remaining provisions and the Conditions as a whole. The Parties are obliged in such a case without any delay to formulate the provision legally binding, which shall be economically closest to the aim of the invalid provision.
39. All disputes between the Parties shall be settled by the court having jurisdiction in Rzeszow, Poland.
40. The Conditions and the agreement shall be subject exclusively to the Polish law with the exclusion of the Convention on Contracts for the International Sale of Goods (CISG).
41. In matters not regulated by these Terms and Conditions, the provisions of the Polish Civil Code shall apply accordingly.
42. In the event of arrangements made by the Parties in writing, by e-mail or fax that are different from the Terms, these arrangements of the Parties will apply.

On behalf of BAGPAK Polska Sp. z o.o.:

Stalowa Wola, 4th September, 2024