



General Sales Conditions Eurocast Sp. z o.o.

I. General Conditions of Sale

“General Terms of Sale” hereinafter called “GTS” shall apply to transactions between the parties consisting in selling (being the subject of commercial activity of the Seller) by a limited liability company Eurocast Sp z o. o. having its registered office in Strzebielino, hereinafter called the “Seller” to any party which makes a purchase related to its business activity (i.e. not as a consumer in the light of 384 § 3 of the civil code) , hereinafter called the “Buyer”.

As a term sale it is understood in content of this “GTS” making sales of goods or services being the object of Sellers activity.

II. Orders

1. Unless the Seller provided otherwise, the sales offer presented to the Buyer by the Seller shall be valid for 30 days from the date of sending it by the Seller. None such proposal (including the proposal called the “offer”) shall be a binding sales offer of the Seller – in the light of the civil code but only an offer for the potential Buyer to place the order. The price offered by the Seller does not contain costs of certificates, approvals, tests and confectioning of goods, at the possible request of the Buyer, the costs of which shall be added to the price of goods or services unless the parties decide otherwise.
2. The order sent to the Seller by the Buyer must contain data of the Buyer, detailed information about ordered products in the scope essential to its identification (e.g. a reference to the Seller’s proposal if it had been sent before placing the order) and data concerning conditions of order realisation desired by the Buyer.
3. Placing the order shall not bind the Seller, whereas the lack of the Seller’s reply shall not mean a silent acceptance of an order. Acceptance of the order to be realized by the Seller shall require a written confirmation by the Seller. In the event of accepting an order by the Seller, the Buyer shall be bound by these provisions unless it presents its remarks immediately. Immediate presentation of remarks shall be treated as placing a new order, while the stipulations of the preceding sentences shall be applied accordingly.
4. The fact of accepting the order shall not bind the Seller if due to the circumstances beyond its control in particular, force majeure or the behaviour of the Buyer or any third party (including the Seller’s suppliers), delivery and sale is impossible or excessively difficult.
5. Acceptance of the order shall not be binding for the Seller if total liabilities of the Buyer with respect to the Seller have surpassed the amount of a business loan which might have been granted to the Buyer by the Seller, or if the Buyer delayed with the payment for the Seller of any dues.
6. If the Buyer orders non-standard goods or services (i.e. products which are not in current sale or confectioned products, e.g. cut in as differently from factory-made ones), the Seller may require from the Buyer to pay an advance up to 30% of the gross value of the ordered goods or services, unless the parties agree otherwise. The advance payment shall be calculated at the reception of products or services (or its final lot) by accounting it towards liabilities of the Orderer, and in the event of not collecting the products or services by the Buyer it shall be retained by the Seller as a contractual fine.

III. Tolerance

1. The quantitative tolerance of the order, mass of beams and other tolerance concerning the quality of rolling up and the physical and chemical qualities of foils are determined in the “Technical Specifications” related to specific products and in the “Technical Specifications – General Terms” related to particular groups of products. The above-mentioned terms are available at www.eurocast.com.pl.
2. The net weight of material reels includes net weight of the film altogether with the core weight.

IV. Prices and Payment Conditions

1. The Buyer will pay a determined price for goods or services defined by the Seller in the confirmation of order.
2. If following the conclusion of the contract there shall be introduced any import payment or a payment related to the intra-community trade, tax or any other public and legal charge, or there shall be alteration in the amount of such payments, taxes or charges or there will be change by more than 5% (five per cent) - in the prices of raw materials or change in the exchange rates, the Seller may change the prices accordingly event if it has not been included in the contract concluded between the parties.
3. In the event in the course of negotiations it has not been indicated whether given rates or prices are net or gross rates, it shall always be considered that there are net rates to which the tax (in particular the value added tax) shall be added in the amount required at given time.
4. The payment shall be made in the time limit indicated in the invoice - according to the decision of the parties.



5. If the Buyer, due to circumstances not being the fault of the Seller, does not collect the goods or services in the agreed time, the price and other charges must be paid as if the goods were accepted according to the order.
6. If the Buyer does not accept the goods or services and does not pay its dues in the agreed time and the delay in acceptance will be over one month, the Seller may:
 - a. withdraw from the contract keeping the uncollected goods or services require from the Buyer the payment of a contractual fine for non-fulfilment in the amount of 50% of the net price of ordered and uncollected goods or services.
 - b. keeping the right to act any time according to p. 1, the Seller may demand from the Buyer to execute the contract and charge the Buyer with the warehousing costs until the acceptance day.
7. In the event of non-fulfilment of the contract by the Buyer, the Seller may demand compensation in the scope, in which the incurred loss surpasses the amount of the contractual fine provided for in par. 6 p. 1.
8. The day of making payment shall be the one in which a given amount appeared on the bank account of the Seller. In case of missing the payment date the Seller may claim from the Buyer the payment of interest according to the regulations of law.
9. If there is a justified reason to think that the Buyer shall not fulfil its financial obligations, before production of goods or services and regardless the established earlier date of payment the Seller may demand the payment of part or whole price in cash or to give specific guarantees or securities.
10. Submission by the Buyer of possible reservations, remarks or complaints and their consideration shall not stop the course of the payment date.

V. Supplies and Consequences of the Breach of Terms

1. In the event of deliveries made by an independent haulier, the responsibility for the goods shall pass on the Buyer in the moment of delivering these goods by the haulier to the Buyer. In the event the Buyer shall collect the goods from the Seller's warehouse by its own transportation, is takes over the responsibility for the goods in the moment of collecting them from the Seller's warehouse to a person driving the transportation means of the Buyer.
2. In the event the contents of the contract between the parties (confirmed by the order or a separate contract) a detailed information was not contained in the scope of the quality and packaging of goods, it will imply that provided goods should be of a quality suiting the requirements for a given kind and the kind of goods, and they should be packed or devoid of packaging – according to binding regulations and standards applying in the Seller's company or companies of its subcontractors.
3. Cost of packaging different from that defined in p. V.2 and which was required by the Buyer shall be incurred by the Buyer at the price of the own cost of the Seller. The Buyer may incur also the costs of required security or insurance of goods in transportation.
4. The Buyer shall be obliged to control in particular the state of the shipment (cargo), and the quality, amount and assortment of delivered goods immediately after delivering them (releasing) and to make appropriate annotation on the bill of lading, packing list or some other prove of transfer as well as immediately inform the haulier (according to respective transportation regulations) and the Seller in writing of possible reservations in this regard and to enable the representative of the Seller to examine, as soon as possible the intact goods. Reception of goods by the Buyer without their examination or the lack of notification of reservations immediately after examining the goods shall be regarded as confirmation that the goods were delivered correctly, in proper amount and they have proper features and properties.
5. If due to the type of packaging or some other reason it is not objectively possible to control the delivered goods immediately, the control at reception should comprise at least the bill of lading, quantity and state of packages, data concerning the marking of goods at their packaging and any visible damages. Immediately when it will become objectively possible at the latest however at the time of unpacking the goods before they are used, there should be carried on a detailed, full control of goods.
6. Under the rigour of the loss of right to claim from the Seller on account of defects of goods or inconsistency of the delivery with the order or its confirmation – the Buyer is obliged to fulfil all formalities stipulated the preceding clauses in particular to inform the Seller about stated irregularities immediately after their discovery, but not later than according to the aforementioned provisions the discovery was possible.
7. The Seller shall not be responsible for the breach of any term resulting from the conclusion or execution of this contract if they do not result from its own negligence.
8. In the event the party gets to know that it will not be in the state to meet the contractual terms it should immediately inform the other party, giving a stipulated term of accomplishing duties to which the delay applies.
9. Subject to the provisions of the following clauses, if the delay in delivery of reception results in a serious loss for the party which is not in default, that party has right to withdraw from the contract in writing. If the delay concerns only an isolated product in the delivery it is possible to withdraw from the contract only in relation to that product.



10. If the delivery date is postponed due to circumstances which are not the fault of the Seller and in particular the circumstances stipulated in the GTS, the Seller may postpone the subsequent delivery proportionally and shall not be responsible for the consequence of such postponement.
11. If the delay of the Seller relates to the delivery of non-standard goods (as stipulated in clause II. 6 of the GTS) the Buyer may withdraw from the contract only if the delay was serious (i.e. longer than 30 days). If the party does not use its right to withdraw from the contract immediately, the delivery date indicated in a delay notification sent by the Seller should be accepted as a binding new delivery term.
12. Compensation due to delay in delivery shall be paid only when the Buyer withdrew from the contract or if there was a special written agreement made. Possible claims for indemnity should be presented by the Buyer in writing one month at the latest from the date on which the delivery should take place according to the contract.

VI. Guarantees and Customer Complaints

1. Guarantee and complaints conditions are determined in the "Technical Specifications - General Conditions" related to individual groups of products. The aforementioned documents are available at www.eurocast.com.pl.

VII. The Scope of Responsibility

1. Any responsibility of the Seller related to the conclusion of the contract or selling goods irrespective of the title of this responsibility shall not cover the repair of loss related to expected benefits, lost profit, production loss, loss of the market reputation, etc.
2. Any responsibility of the Seller related to the conclusion of the contract or selling goods irrespective of the title of this responsibility may not surpass totally 30% (thirty per cent) of the net price of goods to which the circumstances being the grounds for the Seller's responsibility were related.
3. The responsibility for specific features of products or for its usefulness for the purposes required by the Buyer shall be taken by the Seller only if it gave the Buyer a written assurance that the goods have specific features or that they are useful for these purposes.
4. Except for the aforementioned responsibility for the faults of products, the Buyer has no right for compensation for any loss caused by the product (including a dangerous product) or in relation to possessing or using the product – except for the obligatory responsibility resulting directly from the binding regulations of law.
5. If any third party makes any legal claim against the Seller which may be connected with the goods or products sold to the Buyer by the Seller, to the production of which there were used goods sold by the Seller to the Buyer, the Buyer should immediately inform the Seller and enable the Seller to participate in the proceedings related to the claims of that party under the rigour of excluding any responsibility of the Seller related to these claims.

VIII. Settling Disputes and Applicable Law

1. To settle all disputes which may arise between the parties related to relations based on sales contracts concluded between the parties or other contracts to which these General Terms of Sale would apply, shall be exclusively the general court having jurisdiction over the seat of the Seller.
2. To each sales contract on the basis of which the Seller shall sell to the Buyer any product, there shall apply these General Terms of Sale (if the Buyer in any form and any time was informed about them or could easily familiarize itself with all or some of these terms) as well as – in the scope not included in these GTS – respective regulations of the civil code and other binding acts of law.
3. Irrespective of the contents of these General Terms of sale the contract between the parties may be modified if some binding regulations of law are introduced from the content of which the additional obligations of the parties will result. In particular the Seller may refer to all alterations of regulations and circumstances which may result in the costs of activity or charges of the legal and public nature and furthermore the change of conditions of the offer placed by the Seller or the contract concluded between the parties but not fulfilled.

Other

1. Unless the parties agree otherwise, in writing, it shall be regarded that the obligation of the Seller shall not cover any other services except for delivering to the Buyer the goods being the subject of the contract between the parties and transferring to the Buyer the ownership of these goods after receiving from the Buyer the selling price (in particular the obligation of the Seller does not cover technical service related to the usage of the product).



2. Subject to situations regulated otherwise than in this agreement, the following circumstances may be, with no consequence for the parties, the base for withdrawal from the contract, if they happened after concluding the contract and in the essential way hinder its fulfilment: workers' conflict and every other circumstance over which the party has no control (e.g. force majeure) such as in particular fire, war, mobilization or unexpected military service appointment, other events of a similar range or significance, requisitions, takeovers, monetary restrictions, machine or equipment failure, IT system failure, sabotage, strike, uprisings and riots, lack of means of transportation, general deficiency of goods, the annulment of the part of production, fixed or working assets, restrictions concerning driving means, producers or subcontractors of goods being the subject of sale or other third parties. The party shall not be responsible for any consequences resulting from the behaviour of the other party or third parties, for behaviour for which the party in the light of law bears no responsibility. If the contract cannot be executed in appropriate time, each party may withdraw from the contract in the part in which the accomplishment was hindered due to reasons mentioned above. The party shall not be responsible for any

consequences resulting from the behaviour of the other party or third parties for the behaviour of which the party in the light of law is not responsible. If the contract cannot be executed in a given time each party may withdraw from the contract in this part the execution of which was hindered due to aforementioned reasons.