

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GTCs) Kos-Plast Adrian Kosiek

1. Definitions

Seller: Kos-Plast Adrian Kosiek, ul. Hrubieszowska 1c, 61-339 Poznań
NIP [Tax ID no.]: 782 22 60 274.

Purchaser: Any entity conducting business activity (natural person or legal person), domestic or foreign, whom the Seller is related to through a legal relationship, resulting from the conclusion of a contract of sale, delivery or other contract, as well as any entity that intends to conclude such a contract with the Seller and an entity that orders and covers the cost of delivery of commodities. The Purchaser establishes cooperation with the Seller only as part of their business activity. These General Terms and Conditions of Sale and Delivery do not apply to sales and deliveries to consumers.

GTCs: These General Terms and Conditions of Sale and Delivery by Kos-Plast Adrian Kosiek

Goods/Products: goods and services that are subject to sales by the Seller.

Contract: a contract of sale or delivery of commercial goods, concluded with the Seller, regardless of the form and name accepted by the parties, including the Purchaser's Order, accepted by the Seller.

Order: a declaration addressed to the Seller by the Purchaser, containing the will to conclude the Contract, that includes at least the necessary elements of the sales contract, such as the type of Goods or detailed parameters according to which the product is to be manufactured, the quantity of the Goods, the price and the method of delivery.

Defect: a significant non-compliance of the subject of the Contract with the Contract, which is visible to the naked eye or hidden.

Carrier/Freight forwarder: an entity acting on behalf of the Seller or the Purchaser, transporting the Goods to the destination specified in the Contract by the parties.

2. Basic conditions and their application.

2.1. These General Conditions of Sale and Delivery (GTCs) set out the rules for the sale of Products and services offered by the Seller, and thus apply to all offers and Contracts related to all the Goods and services placed on the market by the Seller. The GTCs are available on the website: www.kos-plast.polfirms.pl. Placing an Order by the Purchaser means that they agree to these GTCs in their entirety, without the need to make any additional statements in this regard.

2.2. The GTCs are an integral part of every Order placed by the Purchaser with the Seller and they are valid throughout the duration of the Contract/cooperation until their content is changed or canceled. Purchasers by placing an Order (regardless of the form - by phone, e-mail, fax, in writing) declare that they understand and accept these GTCs in its entirety.

2.3. General or specific terms of cooperation applied by the Purchaser are not

binding on the Seller and do not apply to the Contract, unless the latter makes such a statement in writing under pain of nullity.

3. Conclusion of the contract

3.1 The Contract is concluded on the basis of an Order placed by the Purchaser with the Seller in writing, by electronic means - e-mail: sprzedzkoplast@gmail.com or by verbal means, whereby the Order does not bind the Seller if it is not confirmed and accepted by them.

3.2 The cancellation of the Order by the Purchaser requires a written form. If the cancellation of the Order takes place prior to its acceptance by the Seller, such cancellation results in an obligation for the Purchaser to bear in part or in full the costs related to the value of the Order. If the cancellation of the Order takes place after its acceptance by the Seller, the Seller may consent to such cancellation provided that the Purchaser covers all costs incurred by the Seller for the preparation or implementation of the Order.

4. Subject of the Contract and its implementation

4.1. The subject of the Contract is paid sales or delivery of goods or services, made by the Seller in accordance with the details specified in the Order, Contract and these GTCs.

4.2. The Seller has the right to base the production and delivery of Goods performed under the individual order of the Purchaser on technical recommendations, descriptions or characteristics of products provided by the Purchaser.

4.3. The Seller is not obliged to check the suitability of the subject of the Order for the purposes provided by the Purchaser. The Seller is bound only by the properties or parameters of the subject of the Order, clearly described in the Order.

4.4. The burden of examining the suitability of the subject of the Order for the needs and purposes of the Purchaser rests with the Purchaser. By placing an Order, the Purchaser declares that the subject of the Order corresponds to the needs and purposes of the Purchaser.

4.5. Information about the Product, such as: parameters, properties, proportions are approximate and the given method of use is treated as the recommended method. These data do not constitute grounds for claims arising from the defective nature of the subject of the Contract.

4.6. When using the Goods, the Purchaser is responsible for compliance with the applicable law, safety rules, hygiene as well as processing and storage of the subject of the Contract in accordance with the principles of technical and professional knowledge and these GTCs.

4.7. Attests, certificates, declarations of conformity or other documents confirming the quality of the Goods are attached to the delivered Goods if such a requirement is notified by the Purchaser at the time of placing the Order, because this has an impact on the final price of the Goods.

4.8. In the case of Goods, which the Seller is not the producer of, the Seller is not obliged to verify the technical information contained in the documents confirming the parameters of the Goods, and the information regarding the Seller's knowledge and experience should be treated as illustrative.

4.9. Collection of the Goods, within the time specified in the Contract, takes place from the Seller's warehouse, located at the following address: ul. Serwisowa 1/3, 62-090 Rokietnica, unless the Purchaser indicates delivery via a forwarding agent in the Order. The costs of delivery shall be covered by the Purchaser, unless the parties agree otherwise in a separate Contract.

4.10. The risk of loss or damage to the Goods upon its release to the representative of the Purchaser or the Carrier passes to the Purchaser.

4.11. Due to the post-production origin of raw materials used for the production of mixes, the Seller declares limited time to maintain properties and suitability for processing, which in good conditions for this type of Storage is **21 days from the date of release of the Goods**, unless otherwise specified in the Contract.

4.12. The Purchaser is obliged to strictly observe the conditions of storage of the Goods offered by the Seller, which is defined as follows: **Store in a dry, cool, shady place, at a temperature not exceeding 20 degrees Celsius, it is forbidden to expose any part of the Goods to the sun.**

5. Prices:

5.1. Unless otherwise agreed in the Contract, the Goods are offered subject to the price quoted in the commercial offer, as at the day of placing the Order.

5.2. The given prices are net prices and they include VAT in the statutory amount in force on the day of concluding the Contract.

5.3. The prices of the Goods do not include transportation costs.

6. Payment

6.1. The Purchaser is obliged to make payments on time for individual deliveries of the Goods to the Seller's bank account number indicated on the invoice, taking into account the payment deadline indicated in the document.

6.2. Subsequent deliveries will be made subject to timely payment.

7. Responsibility for defects

7.1. The Seller provides a guarantee for the sold Goods in accordance with the rules set out below.

7.2. The guarantee is granted for a period of 21 days from the date of release of the Goods to the Purchaser, unless a different date is provided in the Contract.

7.3. Due to the specified shelf life of the Goods for the agreed use referred to in

clause 4.10. above, the condition for exercising the warranty is the Purchaser's obligation to immediately examine the Goods provided to him for the existence of defects and report any inconsistencies with the Order in writing, by e-mail to the following e-mail address: sprzedazkosplast@gmail.com or by post within 3 business days from the date of delivery, giving precise and comprehensive reasons for which the Purchaser questions the delivered Goods, under pain of losing the rights under the guarantee.

7.4. In the case of notifying the Seller about the defect in accordance with the order above, the Seller is entitled to require the Purchaser to send back the defective Goods or part of them or to provide them for disposal of the Seller at the Seller's premises, under the pain of nullity of the warranty.

7.5. The Seller is obliged to respond to the defects reported by the Purchaser in accordance with the requirements of 7.3. and 7.4. above within 21 days from the date of receipt of a correct application or if the Seller requests sending or placing at the disposal of the Contested Goods or parts thereof for the purpose of examination in accordance with clause 7.4. - within 21 days from the date of receipt of the Goods or part thereof.

7.6. In the event of a justified defect notification, the Seller is obliged to deliver the Goods free of defects as soon as possible, no later than within 30 days from the date of accepting the complaint. If the replacement of the Goods does not take place within the above-mentioned period, the Purchaser shall have the right to request a reduction in the sale price of the Goods for the value of the defective part of the Goods or withdraw from the Agreement in this part with the right to claim a refund fulfilled in the part corresponding to the value of the part of the Goods. The Purchaser's right to demand compensation from the Seller, including compensation for possible lost profits, is excluded.

7.7. The Seller is not liable for the damage caused if the subject of the Contract – the Goods were used before checking or testing or if the defect of the Goods arose as a result of their improper storage.

7.8. With regard to the Goods, pursuant to Art. 558 of the Civil Code, the Seller's liability under the warranty is excluded.

8. Change of conditions, notices.

8.1. All arrangements changing or repealing any of the provisions described above require confirmation in writing in order to be valid, under pain of nullity.

8.2. If individual provisions of these General Terms and Conditions of Sale and Delivery prove to be contrary to applicable law or deemed ineffective by virtue of a decision of a competent court, this will not affect the validity and effectiveness of the remaining provisions. In this case, the Parties undertake to amend the provision accordingly, maintaining the prior intention of the parties.

9. Force majeure

9.1. Neither party shall be held liable for non-performance or improper performance of obligations under the Contract if it is caused by force majeure. All circumstances and

phenomena which were judiciously not predictable or preventable, which are external to the parties to the Contract and are not caused by any of them or by any of the persons for whom they are responsible, are recognized as force majeure.

10. Settlement of disputes and applicable law.

10.1. The Polish law is applicable to the interpretation and application of these General Terms and Conditions of Sale and Delivery as well as the Contracts concluded.

10.2. All disputes arising from the Contracts and the General Terms and Conditions of Sale and Delivery which are an integral part of these Contracts, shall be considered by common courts competent for the Seller's registered office.