



## **GENERAL TERMS AND CONDITIONS OF SUPPLY** **ALUPLAST SPÓŁKA Z O.O.**

### **I. General provisions**

1. These General Terms and Conditions of Supply (hereinafter referred to as "**Terms and Conditions**") constitute standard terms and conditions of supply by ALUPLAST Spółka z o.o. with its registered office in Poznań, hereinafter referred to as "**Supplier**". These Terms and Conditions shall apply to business relations with customers which are enterprises (hereinafter referred to as "**Recipient**"). These Terms and Conditions shall become a component part of all sales and delivery contracts (hereinafter referred to as "**Contracts**") and shall also apply to all future business relations between the Supplier and the Recipient, even if not expressly agreed again in a particular case. Any deviations from these Terms and Conditions may only result from agreements (contracts) between the parties concluded in writing under pain of invalidity or from mandatory legal provisions. The Supplier shall not be bound by any of the Recipient's purchase conditions contrary to these Terms, even if they have become known to the Supplier by virtue of previous events such as enquiries, orders, etc., and have not been expressly objected to by the Supplier, or if the Supplier, knowing the Recipient's terms and conditions to be different, has made delivery to the Recipient without further objections.
2. Catalogues, brochures, pricelists, technical documents and other advertising and sales materials relating to goods offered by the Supplier, serve information purposes only and do not constitute an offer within the meaning of the Polish Civil Code, but only an invitation to negotiate. The information about properties contained therein is indicative only and shall not constitute grounds for claims. The samples serve only illustration and exhibition purposes.

### **II. Orders**

1. The provision of all information concerning the correct execution of the order, in particular concerning: quantity, assortment, colours, technical conditions of the ordered goods, the exact name and address of the consignee and the place of delivery falls within the Recipient's competence.
2. Delivery is made on the basis of an order and confirmation of its acceptance by the Supplier. The order constitutes an offer within the meaning of the Civil Code, and the Recipient is bound by the placed order as long as it does not revoke it in accordance with Article 66<sup>2</sup> of the Civil Code, whereby the Recipient is entitled to revoke the order no earlier than after 14 (fourteen) days from the date of its receipt at the Supplier. Orders are placed in writing, including by e-mail, fax or via the website. The Supplier's acceptance of the order is confirmed in the same form. An order placed by the Recipient in electronic form is binding on the Recipient regardless of whether the Supplier confirms or does not confirm its receipt. The application of the provisions of art.66<sup>1</sup> §1-§3 of the Civil Code is excluded. A possible confirmation by the Supplier of the fact of receipt of an order does not in any case mean confirmation of its acceptance.
3. The Recipient's orders require each time a written confirmation of their acceptance by the Supplier, subject to section 4 below. The possibility of implicit acceptance of an order by the Supplier referred to in Article 68<sup>2</sup> of the Civil Code is excluded. If the confirmation of order acceptance by the Supplier differs from the content of the order placed by the Recipient, the Contract shall be concluded on the terms proposed by the Supplier if the Recipient does not expressly object in writing within 2 days from the date of receipt of such confirmation at the latest.
4. The conclusion of the delivery contract ensues when the Recipient receives the Supplier's confirmation of acceptance of the order, but no later than upon realization of the delivery. Any changes to the terms and conditions of delivery contained in the order confirmation must be confirmed by the Supplier in writing under pain of nullity.
5. Verbal or telephone agreements are binding as soon as they have been expressly confirmed in writing by the Supplier.
6. By placing an order, the Recipient confirms its solvency and creditworthiness.

aluplast spółka z ograniczoną odpowiedzialnością  
ul. Profilowa 1, 63-006 Nagradowice

**Adres do korespondencji:** ul. Gołężycka 25A, 61-357 Poznań  
tel. 61/ 654 34 00 fax 61/ 654 34 99

Regon 090448928 NIP 554-02-40-242 BDO 000017743

Numer KRS: 0000123391 Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu, IX Wydział Gospodarczy KRS  
Wysokość kapitału zakładowego 6 690 000 PLN (w całości opłacony)

Konto bankowe: mBank SA w Poznaniu 43 1140 1124 0000 4673 7500 1001

e-mail: [aluplast@aluplast.com.pl](mailto:aluplast@aluplast.com.pl) , [www.aluplast.com.pl](http://www.aluplast.com.pl)

7. The Customer acknowledges that the Supplier may make the delivery conditional upon the Recipient's prior settlement of any possible arrears of payment towards the Supplier, the making of any prepayments required by the Supplier, or upon the provision of any security for payment specified by the Supplier, and that in the event of failure to comply with these obligations, the Supplier shall be entitled to withdraw from the Contract pursuant to point IV, section 5 and/or section 9 of these Terms and Conditions.
8. The Supplier reserves ownership and copyright of drawings, calculations, technical calculations, and other documents provided or made available to the Recipient prior to and at the conclusion of the Contract. They are intended only for the purpose of concluding the Contract and may not, either in whole or in part, be reproduced or made available to third parties without the Supplier's prior express written consent.

### III. Deliveries

1. In the absence of explicit written agreements to the contrary, delivery of the goods shall take place under conditions EXW - Supplier's warehouse in Poznań (according to Incoterms 2010).
2. In the absence of express written agreements to the contrary, the risk of accidental loss of or damage to the goods shall pass to the Recipient as soon as the goods are loaded onto the means of transport provided by the Recipient (or a carrier hired by the Recipient) at the Supplier's warehouse in Poznań. However, in cases when the goods are to be delivered by the Supplier to an agreed destination indicated in the order, the transfer of the aforementioned risk takes place at the moment of handing over the goods to the forwarder, carrier or other entity performing the transport of the goods. In the event that acceptance / dispatch of the goods is delayed for reasons attributable to the Recipient, the transfer of the risk of accidental loss or damage to the goods to the Recipient ensues at the time of notification to the Recipient that the goods are ready for dispatch.
3. Deadlines of deliveries should be treated as indicative, unless they have been indicated by the Supplier as binding in written form. The delivery period shall be counted from the date of confirmation of acceptance of the order by the Supplier, but not earlier than from the date on which the Recipient provides the Supplier with all documents and information necessary for proper execution of the delivery (in particular, in the scope specified in point. II section 1 above) and the settlement by the Recipient of any arrears of payment to the Supplier, if any, and - in the event that no (free) credit limit has been granted or is not available - payment by the Recipient of the entire price or the making the down payment required by the Supplier or the provision of a payment security specified by the Supplier.
4. In the absence of any express written agreement to the contrary, the place of performance shall be the Supplier's warehouse in Poznań. Delivery dates shall be deemed fulfilled if readiness for shipment has been reported by these dates, and in cases when the goods are to be delivered by the Supplier to an agreed destination, the delivery date shall be deemed fulfilled if the goods have left the Supplier's warehouse by the time of expiry of this term. Additional deadlines shall be set by the Recipient to the Supplier in writing under pain of nullity and shall not be shorter than 2 weeks from the date of receipt by the Supplier of information about setting of the additional deadline.
5. The Supplier shall use its best efforts to meet delivery dates, but shall not be liable for delayed delivery in cases of force majeure circumstances as described in point IX of these Terms and Conditions or other unforeseeable, extraordinary circumstances not attributable to the Supplier which significantly hinder or prevent timely performance of an obligation. This applies in particular to circumstances such as, for example, problems with the supply of raw materials, plant disruptions caused in particular by fire, water, breakdowns of production equipment and machinery, shortages of materials, energy, hindrances or impossibility of transport, and also if these circumstances occur at the Supplier's suppliers or their sub-suppliers. In the aforementioned cases, the Supplier shall be entitled to postpone the delivery date by the duration of the impediment and by the relevant period necessary to resume deliveries, of which the Supplier shall notify the Recipient. Prior to the expiry of the aforementioned extended delivery period, the Recipient shall not be entitled to withdraw from the Contract. However, insofar as the abovementioned obstacles cause the agreed delivery date to be exceeded by at least 1 month, both the Supplier and the Recipient shall be entitled to withdraw from the Contract in the unfulfilled part, whereby the Recipient shall be entitled to do so on the condition that the additional period of

time previously set for the Supplier in accordance with section 4 sentence 2 above has expired ineffectively. Setting of the additional period of time for delivery and the declaration of withdrawal from the Contract should be made in writing and be sent by registered mail to the Supplier's address indicated in the National Court Register, under pain of nullity. In the aforementioned cases, the Recipient shall not be entitled to any compensation claims against the Supplier.

6. In the event of any change in the order, the delivery period shall start anew from the date of the order's written confirmation by the Supplier of acceptance of the modified order.
7. The Recipient shall be obliged to collect the goods for which readiness for despatch has been reported before the expiry of the delivery deadline. If the Recipient does not collect the goods within this period, the Supplier shall be entitled to charge the Recipient for each commenced week of delay with a contractual penalty in the amount of 0.5%, but not more than a total of 10% of the price for the uncollected goods. The Supplier may claim a higher amount of compensation if the damage due to the delay in the acceptance of the goods by the Recipient, including in particular the costs of storage, insurance, security, forwarding, etc., exceeds the amount of the contractual penalty. If the Recipient delays the collection of the goods for more than 30 days, the Supplier may, without setting a further additional period, withdraw from the Contract, which shall not release the Recipient from the obligation to pay the contractual penalty and remedy the damage exceeding the amount of such penalty.
8. The Supplier shall not be liable for the delivery of goods in accordance with the specifications contained in the order or with the indications and instructions given by the Recipient, even if the delivered goods are not suitable for the Recipient's intended use.
9. The rules of CIRCULATION OF RETURNABLE PACKAGES are set out in the Annex to these Terms and Conditions.
10. Partial deliveries and invoicing are permissible. Should the Supplier perform the Contract in part, the above-mentioned rights (in particular the right of withdrawal) shall accrue to the Recipient only in respect of the unperformed part of the Contract.
11. In each case of the Recipient's default of any obligations arising from the concluded Contract, the Supplier shall have the right, irrespective of any other entitlements resulting from mandatory legal regulations, to refrain from performing any of the Supplier's obligations under this or any other Contract, including the obligation to deliver goods to the Recipient, until the Recipient has duly performed its obligation, in particular in cases indicated in point IV, section 5 and section 9 of these Terms and Conditions.

#### **IV. Prices and payment terms**

1. Prices, terms and conditions of payment, any special principles of bearing delivery costs, and currency of payments applicable to the relationship with a given Recipient are agreed individually prior to commencement of cooperation between the Supplier and the Recipient.
2. All prices are expressed in EUR or PLN and are net prices, to which value added tax (VAT) shall be added at the currently set statutory rate. If payment in PLN is agreed with the Recipient, prices expressed in EUR shall be converted into PLN at the euro selling rate of BZ WBK S.A. mandatory on the invoice date. The Supplier shall inform the Recipient in writing about possible changes in the bank publishing the exchange rate being the basis for the aforementioned conversions. The date of payment shall be the date on which the amount of the transfer is credited to the Supplier's bank account indicated on the VAT invoice.
3. In the absence of any express written agreement to the contrary, the agreed prices shall be prices Ex Works the Supplier's warehouse in Poznań (Incoterms 2010). These prices include loading costs, but exclude the costs of packaging, transport, transport insurance, unloading and assembly.
4. The Supplier shall be entitled to increase prices agreed with the Recipient by means of a written notification to the Recipient at least two weeks in advance of the effective date of the new prices.
5. The Recipient shall generally make payment within the credit limit and payment deadline established. If, at the time the order is placed, there is no available (usable) amount of the agreed limit, the Recipient is obliged to make a prepayment corresponding to the amount in excess of the limit granted to the Recipient

or to submit a payment security specified by the Supplier (both in form and content). Making the required prepayments or submitting the required security shall condition the delivery realization. Furthermore, in the event that the Recipient fails to make the required prepayments or submit the required collateral within the period specified by the Supplier, the Supplier is entitled to withdraw from the Contract in whole or in part without setting a further additional period. The above rules shall apply to a Recipient to whom the Supplier has not granted a credit limit, except that such a Recipient shall be obliged to pay the entire amount due for the goods before they are made available by the Supplier.

6. Unless otherwise agreed between the parties, other charges in connection with the delivery of the goods, including any transport costs, insurance, etc., shall be payable on the same date as the payment for the goods is to be made.
7. Irrespective of the Recipient's indications, the Supplier shall be entitled to credit payments made by the Recipient against any of its matured receivables against the Recipient (in particular the earliest matured receivables). In addition, payments made by the Recipient may be settled by the Supplier against invoices before their due date in a situation where the credit limit granted is too low to fulfil the Recipient's next order. In the event of additional costs and interest on the outstanding debt, the Supplier shall be entitled, irrespective of the Recipient's indications, to credit the payments made first against the costs, interest, and finally against the principal debt.
8. In the event of non-payment by the due date, the Recipient shall fall into delay without the need to demonstrate any other premises. From the date of falling into delay, the Supplier shall be entitled to charge statutory interest, and any payment obligations of the Recipient towards the Supplier arising from the mutual business relationship shall become immediately due, and the Supplier shall be entitled to claim payment thereof.
9. Furthermore, in the event that the Recipient delays payment or the Supplier becomes aware of circumstances which may indicate a deterioration of the Recipient's solvency and/or creditworthiness, in particular if the insurer of the transaction has refused to grant or continue the sales insurance in favour of the Recipient or has reduced the amount of the credit limit, the Supplier shall be entitled to refrain from executing placed but not executed orders or to make their execution dependent on the payment of any arrears and/or making certain prepayments and/or submitting collateral specified by the Supplier (both as to form and content) (e.g. bank guarantee of a Polish bank), and in the event of failure to comply with the Supplier's request within the period indicated by the Supplier without setting a further additional period, to withdraw from any or all Contracts at the Supplier's discretion in whole or in part.
10. In cases of withdrawal from the Contract specified above in sections 5 and 9, the Recipient shall not be entitled to any claims against the Supplier. If the right of withdrawal is exercised, the Recipient shall reimburse the Supplier's documented expenditures. This shall be without prejudice to the Supplier's right to pursue further claims for damages.

## **V. Warranty**

1. The Supplier shall be liable under the following terms for warranty for defects in goods, unless the Supplier provides the Recipient with a guarantee for specific goods. In the latter case, subject to mandatory legal provisions, the Supplier's liability under warranty for physical defects shall be excluded, and the warranty terms shall be set out in a separate document - "Warranty Terms and Conditions".
2. The Supplier's liability under warranty shall expire 12 months after delivery of the goods.
3. The Supplier's liability under warranty shall only cover defects which already existed prior to passing of risk to the Recipient, or defects which arose from causes previously inherent in the delivered goods. The burden of proof in this respect shall be borne by the Recipient. The Supplier's liability shall not include defects of which the Recipient was aware or could have been aware with due diligence at the time of delivery.
4. The supplier shall not be liable under warranty for mechanical damage to the goods, including damage caused in transport (in cases of collection by the Recipient or forwarder hired by the Recipient)



or resulting from improper or negligent installation, use, maintenance or storage of the goods by the Recipient or any third party, or resulting from repairs or modifications carried out by unauthorized persons. The Supplier is not responsible for incorrectly specified technical parameters of the goods, quantities, etc. in the order, or for defects resulting from non-compliance with the Supplier's guidelines concerning the technology of processing Aluplast profiles and the Supplier's recommendations concerning the production of windows in the Aluplast system. Furthermore, the Recipient's warranty claims are excluded in cases of insignificant deviations from the agreed characteristics and properties of the goods (in particular, colour, appearance, dimensions), insignificant reduction in the suitability for use, and natural wear and tear.

5. The Recipient shall be entitled to make any warranty claims only if it has complied with its obligation to inspect the subject of the delivery and its obligation to notify the Supplier of any noticed defects, in accordance with the rules specified below. The Recipient shall be obliged to carefully examine the goods at the time of receipt in terms of their quantity, compliance with technical specifications specified in the Contract, and in terms of any visible defects. The accompanying technical documentation of the goods shall also be checked. After the goods have been inspected, the goods issue document shall be signed. Any complaints regarding quality and quantity shall be reported by the Recipient in writing within 24 hours of the goods being handed over at the latest, and in the case of hidden quality defects which the Recipient could not detect despite careful examination upon receipt, shall report them in writing within 24 hours of their discovery. The complaint should contain the designation of the goods, the quantity, the reason for the complaint (description of the defect), the number and date of the invoice, and the WM [material release] document and the address of the place of installation of the goods. A specimen complaint form elaborated by the Supplier (downloadable at [www.aluplast.com.pl](http://www.aluplast.com.pl)) should be used to lodge a complaint.
6. Failure to observe the aforementioned complaint periods and/or the aforementioned form and content of the complaint shall result in the loss of warranty rights by the Recipient in relation to the defect in question. The same effect shall occur when, in the event of discovering defects for which the Supplier is responsible, the Recipient resells, installs or otherwise alters the defective goods. The Supplier's undertaking of inspection of reported defects or actions to rectify the defect shall not preclude the Supplier from raising a claim for untimely or incorrect notification of the defect.
7. In the event of a justified complaint, the Supplier shall, at its discretion, either rectify the defects or replace the goods with defect-free goods. The Supplier's fulfilment of the above obligations shall take place within 30 working days from the date of receipt of a properly submitted complaint. In such a case, the Recipient's further claims for defects, including the right to demand a price reduction and to withdraw from the Contract, are excluded. The Supplier shall have the right to refuse to rectify defects or to deliver defect-free goods if this is associated with disproportionately high costs. Costs are disproportionately high if they exceed 40% of the net value of the goods for which warranty claims have been made.
8. If repair/replacement of the defective goods is refused, or if repair/replacement of the defective goods fails twice, the Recipient shall have the right to withdraw from the Contract in the part relating to the defective goods or to claim a proportionate price reduction, any further claims being available to the Recipient only to the extent set out in point VII of these Terms and Conditions. In the event that the Recipient effectively declares that it exercises its right to price reduction, the right to withdraw from the Contract due to the same defect shall be excluded. In cases of insignificant defects, the Recipient shall only have the right to demand a price reduction. The demand for price reduction or the declaration of withdrawal from the Contract should be made in writing and sent by registered mail to the Supplier's address as stated in the National Court Register under pain of invalidity.
9. Goods exchanged in connection with the repair/replacement of defective goods shall become the property of the Supplier.
10. Only the Recipient may make warranty claims directly against the Supplier; these claims may not be transferred onto third parties.
11. In the event that a complaint is deemed to be unfounded, all resulting costs, including transport costs, shall be borne by the Recipient.

aluplast spółka z ograniczoną odpowiedzialnością  
ul. Gołężycka 25A, 61-357 Poznań  
tel. 61/ 654 34 00 fax 61/ 654 34 99  
Regon 090448928 NIP 554-02-40-242

Numer KRS: 0000123391 Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy KRS  
Wysokość kapitału zakładowego 6 690 000 PLN (w całości opłacony)  
Konto bankowe: GBW SA w Poznaniu 19 1610 1247 2064 0000 1041 0001  
e-mail: [aluplast@aluplast.com.pl](mailto:aluplast@aluplast.com.pl), [www.aluplast.com.pl](http://www.aluplast.com.pl)



12. The Supplier shall have the right to withhold its warranty claims towards the Recipient until the Recipient has paid all outstanding liabilities.
13. The lodging of a complaint does not entitle the Recipient to withhold payment for the goods or part thereof.

## VI. Reservation of title

1. The delivered goods shall remain the property of the Supplier (hereinafter referred to as "reserved goods") until the Recipient has paid all receivables for these goods and all other claims arising from the mutual business relationship, irrespective of their legal basis, including contingent claims or future possible side claims, or claims for damages.
2. The Recipient shall be entitled to resell the reserved goods (including prior processing or combination), however, only in the ordinary course of business and on terms and conditions which do not deviate from market conditions, and only as long as the Recipient duly fulfils all obligations towards the Supplier, in particular payment obligations. In the remaining scope, the Recipient is not entitled to dispose of the reserved goods in any manner.
3. In particular, the Recipient shall not be entitled to encumber the reserved goods with any rights for the benefit of third parties, in particular to pledge or assign as security. In the event of interference by third parties, in particular directing execution against the reserved goods, the Recipient shall be obliged to point to the Supplier's property rights, inform the Supplier immediately of such interference, and provide the Supplier with all assistance necessary to protect its rights. The Recipient shall bear all costs of protecting the Supplier's property rights.
4. The retention of title shall also apply to goods resulting from processing, combination or mixing with other items. If the Recipient combines or mixes the reserved goods with other goods not owned by the Supplier, then the Supplier shall acquire co-ownership of the new item in a share determined in proportion to the value of the reserved goods as shown in the Supplier's invoice in relation to the value of the new item at the time of combination or mixing. If the Recipient acquires sole ownership of the new item resulting from processing, combination or mixing, the Recipient shall already at this moment transfer to the Supplier free of charge the right of co-ownership of the new item in the aforementioned share. The storage of the goods resulting from processing, combination or mixing by the Recipient shall replace issuing of the goods.
5. By way of security, the Recipient already at this moment transfers to the Supplier all future claims to which it is entitled from the resale of the reserved goods, including after their processing or combination/mixing with items not owned by the Supplier, together with all ancillary rights, up to the value of the reserved goods resulting from the invoices issued by the Supplier, and the Supplier hereby accepts this transfer. Should the Recipient's customer effectively exclude the right of transfer of receivables against itself, it shall be assumed in the internal relationship between the Supplier and the Recipient that the aforementioned receivables have been effectively transferred to the Supplier. Should the Recipient, in accordance with the following provisions of section 6 below, lose the right to assert claims on its own behalf, the Recipient shall grant the Supplier a power of attorney to assert such claims on its behalf and for the account of the Supplier.
6. In spite of transfer of receivables, in accordance with the above provisions, the Recipient is entitled and obliged revocably to assert the receivables transferred to the Supplier. This does not affect the Supplier's right to claim these receivables. However, the Supplier undertakes not to exercise this right as long as the Recipient duly fulfils all obligations towards the Supplier, in particular payment obligations. Otherwise, the Recipient loses the right to assert receivables on its own behalf and, upon the Supplier's request, shall inform the Supplier of all claims assigned to the Supplier and of the persons of the debtors, disclose the transfer of claims against the debtors, and provide the Supplier with all documents and information necessary to assert these receivables.

aluplast spółka z ograniczoną odpowiedzialnością  
ul. Gołęzycka 25A, 61-357 Poznań  
tel. 61/ 654 34 00 fax 61/ 654 34 99  
Regon 090448928 NIP 554-02-40-242

Numer KRS: 0000123391 Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy KRS  
Wysokość kapitału zakładowego 6 690 000 PLN (w całości opłacony)  
Konto bankowe: GBW SA w Poznaniu 19 1610 1247 2064 0000 1041 0001  
e-mail: [aluplast@aluplast.com.pl](mailto:aluplast@aluplast.com.pl) , [www.aluplast.com.pl](http://www.aluplast.com.pl)



The Supplier shall also be entitled to directly inform the Recipient's debtors of the assignment made and to call on them to make direct payment to the Supplier.

7. The Recipient is always obliged to store carefully at its own expense the reserved goods and to insure them up to the amount of their purchase price against the usual risks, in particular fire, water and theft. The Recipient shall already at this moment assign to the Supplier claims against the insurer for insured damage in the amount corresponding to the value of the reserved goods. At the Supplier's request, the Recipient shall submit the insurance policies to the Supplier in order to claim damages covered by insurance.

8. In the event of breach of the Contract by the Recipient - in particular in case of delay in payment or breach of the obligation to take care of the reserved goods - the Supplier shall also be entitled to demand the immediate return of the reserved goods, and the Recipient shall be obliged to hand these goods over to the Supplier or to assign to the Supplier its claims against third parties for release of the reserved goods. For the purpose of collecting the reserved goods, the Recipient irrevocably authorizes the Supplier to enter its facility or its business and storage premises and to collect the reserved goods. The Recipient shall bear all costs associated with the return of the reserved goods. Requesting the return of the reserved goods shall not affect the validity of the concluded Contract and does not imply withdrawal from the Contract, unless the Supplier expressly declares such withdrawal in writing.

## **VII. Liability**

1. Unless otherwise stipulated by mandatory legal provisions or the provisions of these Terms and Conditions, the Supplier's liability shall always be based on the principle of fault and shall be limited exclusively to cases of willful misconduct and gross negligence. This liability shall always be limited to damages which are a normal, foreseeable and direct consequence of an act or omission of the Supplier. Any further liability of the Supplier for non-performance or inadequate performance of the Contract other than liability provided for in these Terms and Conditions shall, subject to mandatory legal provisions, be excluded. In any case, it shall not include, in particular, indirect damage, or damage in the form of lost profits and production losses.

2. The provisions of section 1 above shall apply mutatis mutandis to claims for damages other than for non-performance or inadequate performance of the Contract, in particular to claims on the ground of tortious acts, with the exception of claims under liability for damage caused by a hazardous product and for personal injury.

3. Insofar as the Supplier's liability is excluded or limited, this exclusion or limitation shall apply to the personal liability of the Supplier's legal representatives, employees and co-workers, as well as persons to whom the Supplier has entrusted the performance of an obligation.

## **VIII. Force majeure**

The Parties shall not be liable for a partial or total failure to perform their obligations under the concluded Contract if the failure is due to circumstances of force majeure. Force majeure shall be understood as any circumstance which occurs after the conclusion of the Contract and

aluplast spółka z ograniczoną odpowiedzialnością  
ul. Gołężycka 25A, 61-357 Poznań  
tel. 61/ 654 34 00 fax 61/ 654 34 99  
Regon 090448928 NIP 554-02-40-242

Numer KRS: 0000123391 Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy KRS

Wysokość kapitału zakładowego 6 690 000 PLN (w całości opłacony)

Konto bankowe: GBW SA w Poznaniu 19 1610 1247 2064 0000 1041 0001

e-mail: [aluplast@aluplast.com.pl](mailto:aluplast@aluplast.com.pl) , [www.aluplast.com.pl](http://www.aluplast.com.pl)



is independent of the will of the parties, which prevents the fulfilment of contractual obligations and the consequences of which cannot be avoided, e.g. natural disasters, administrative restrictions, import bans, actions of state authorities, changes in the law, wars, strikes, etc. Additionally, the Supplier shall not be liable for partial or total failure to perform its obligations under the Supply Contract in the event of an oil and PVC market crisis.

## **IX. Final provisions**

1. Payment by the Recipient of any amounts due to the Supplier by way of set-off, as well as any assignment by the Recipient of any of its claims against the Supplier shall require the prior express written consent of the Supplier in order to be effective.
2. The Recipient and the Supplier undertake to keep the technical and financial details of their cooperation confidential.
3. Unless otherwise stipulated in these Terms and Conditions, sending notifications by fax or e-mail shall also suffice to constitute a written form.
4. These Terms and Conditions and the Contracts concluded on their basis shall be governed by Polish law. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code in particular shall apply. The application of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods shall be excluded.
5. Should individual provisions of these Terms and Conditions become ineffective, the remaining provisions of these Terms and Conditions and the Contracts concluded on the basis thereof shall remain in force. The ineffective provisions shall be replaced by other effective provisions that most closely correspond to the economic purpose of the replaced provisions.
6. The court competent to settle any disputes that may arise from the Contracts concluded on the basis of these Terms and Conditions shall be the materially competent common court for the registered office of the Supplier. Nevertheless, the Supplier may sue the Recipient before the Court having jurisdiction over the Recipient's registered office.
7. These Terms and Conditions shall apply to any supply contracts entered into after 08 November 2010. For contracts concluded prior to 08 November 2010, these Terms and Conditions shall apply to the extent not covered by such contracts.
8. These Terms and Conditions, as well as any amendments thereto, are also published in electronic form on the Supplier's website [www.aluplast.com.pl](http://www.aluplast.com.pl) in a manner that allows the Recipient to download, store and reproduce them in the ordinary course of business.

## **X. Annexes**

- a. The RULES OF CIRCULATION OF RETURNABLE PACKAGES constitute an Annex to these Terms and Conditions.
- 

aluplast spółka z ograniczoną odpowiedzialnością  
ul. Gołężycka 25A, 61-357 Poznań  
tel. 61/ 654 34 00 fax 61/ 654 34 99  
Regon 090448928 NIP 554-02-40-242

Numer KRS: 0000123391 Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy KRS

Wysokość kapitału zakładowego 6 690 000 PLN (w całości opłacony)

Konto bankowe: GBW SA w Poznaniu 19 1610 1247 2064 0000 1041 0001

e-mail: [aluplast@aluplast.com.pl](mailto:aluplast@aluplast.com.pl) , [www.aluplast.com.pl](http://www.aluplast.com.pl)