

SPLAST  
General Sales  
Terms



## General provisions

These General Sales Terms are applied to any product sales contract signed by the Company.

Terms used in following parts of this document are defined as follow:

- ◆ Contract – sales agreement made between the Seller and the Buyer, involving all attachments which are integral parts of said agreement, including the *SPLAST General Sales Terms*,
- ◆ Seller or SPLAST – company under the name of SPLAST, registered by Sąd Rejonowy w Rzeszowie Wydział XII KRS in the register of entrepreneurs of Krajowy Rejestr Sądowy with number 18805,
- ◆ Buyer – entity being the other party in Sales contract (SPLAST business partner),
- ◆ Parties – Seller and Buyer,
- ◆ General Terms or GST – SPLAST General Sales Terms,
- ◆ Commodity – commercial commodity (products, services etc.) sold by SPLAST based on contract with the business partner,
- ◆ Order – commodity purchase offer made by the Buyer in writing, including at least: name of purchased commodity; Buyer information necessary to issue an invoice; contact details; date, place and mode of commodity transfer,
- ◆ Confirmation – declaration of receiving the Order, made by the Seller in writing and delivered to the Buyer.

These General Terms are an integral part of any price or sales offer made by SPLAST, as well as confirmations of any orders made by a Buyer for SPLAST commodities. GST are the only conventional settlement binding parties in commodities sales, thus all parties exclude application of any other settlements.

All other settlements (general terms etc.) applied by the Buyer have no compliance unless SPLAST allows it in writing.

GST are available for Buyers on [www.splast.com.pl](http://www.splast.com.pl).

## Contract conclusion

Requirements for a contract conclusion are as follow:

- ◆ an Order made by the Buyer in response to an Offer made by the Seller or
- ◆ an Order made by the Buyer and the Confirmation made by the Seller or Order Execution and Commodities delivery. The Order Confirmation means the Seller received an Order and had started to execute it. Making an Order by the Buyer is not binding for the Seller. Lack of response does not imply receiving of an Order.

Should the Buyer make any amendments to the offer or the Seller make any objections to the order, a new contract shall be concluded once the Seller confirms reception of the order with all amendments or objections. Lack of such confirmation is an equivalent of the contract not being concluded. Parties exclude any legal measures for unspoken agreement.

Order cancellation is acceptable only in extraordinary and unforeseeable circumstances and requires permission in writing from the Seller. Cancellation terms must be previously concluded in writing with the Seller, who reserves the right to burden the Buyer with actual costs charged since the cancellation (non higher than value of the order). Unilateral cancellations or amendments in any part of the order by the Buyer is not allowed. The Buyer holds the responsibility towards the Seller for any damages occurred as a result of illegitimate order cancellation.

Any verbal agreements, declaration, promises or guarantees made by the Seller employees regarding the contract conclusion are not binding.

## Property rights

The risk of commodity loss or damage is transferred from the Seller onto the Buyer in the moment of delivery or handing out to a carrier.

## Pricing

Due dates and forms of payment are agreed upon with each Buyer individually.

The price of a sold commodity shall be determined in each offer or confirmation.

Should any price advance justifying circumstances, such as production materials or energy cost increase, occur after the contract conclusion, the Seller is authorized to an Unilateral appropriate commodity price advance with a direct cause indication. Such advance may not be higher than the actual cost increase.

## Commodity reception and properties

Once the order is delivered, the Buyer is obliged to conduct an examination of the commodity and check for the compliance with said order. Such examination should be focused on delivery condition as well as quality, quantity and range of commodities.

Any objections should be made to the Seller in writing. Should the Buyer have not made any objections after receiving the order, all commodities would be considered as defectless.

During the delivery reception the Buyer is obliged to assure if the Order has not been damaged in transport. Any infringement must be recorded in writing, in the presence of carrier.

The Seller is neither responsible for the loss or damage during the transport nor any delays occurred due to the carrier's fault.

Should any unforeseeable delay occur, the due date is prolonged until the obstacles in on-time delivery are eliminated. The Seller is obliged to inform the Buyer about any delay and a predicted date of delivery.



### Commodity defects

Any defects which cannot be detected during first examination must be reported (in writing) to the Seller within 3 days of its detection under pain of warrant loss.

Commodity defect notice must include a detailed depiction and should be placed in writing. The Buyer is obliged to present the commodity as delivered at any request of the Seller.

Further actions towards the complaint shall be undertaken once the thorough examination of the subject is completed. The Seller may request an independent expertise on this matter. Should the complaint be allowed, the Seller is obliged to replace defective commodities at their expense and within a set due date. The Seller is authorized to refuse such replacement once it is either unviable or requires additional expense. Under such circumstances the Seller must reimburse the Buyer an appropriate part of a commodity price.

### Reckonings & responsibility

Should the payment not be made within the due date, the Seller is authorized to the calculation of interest for each day of such delay in accordance with law.

The Seller is authorized to cease all deliveries and execution of already received orders, should the Buyer have not had made required invoice payments within the due date.

### Law and jurisdiction

Provisions of the law of the Republic of Poland, with an exclusion of United Nations Convention on Contracts for the International Sale of Goods, are applied to contracts concluded with business partners.

Parties shall pursue an amicable settlement of a dispute resulted from executions of any contract falling under the *SPLAST General Sales Terms*. Should an amicable settlement be unreachable, a judicial settlement, held by the SPLAST domestic court, shall be in order.

### Other provisions

Should any higher power unables the contract execution, parties will not be held responsible. Higher powers are defined as unforeseeable circumstances out of parties' control such as fire, strikes/stoppages, floods, power outages, transport disruptions, earthquakes etc.

Polish language is binding for interpretations of GST unless the parties decide otherwise. Copies made in other languages are considered translations only.

The Buyer is prohibited from assigning any contract related rights, privileges or commitments to another party unless granted permission in writing by SPLAST.

Should any provision of these General Sales Terms be proven invalid or inefficient, other provisions shall be considered as binding nonetheless.