



**General Sales Terms and Conditions**  
**Plastivan Sp. z o.o. with its seat in Biskupice Wlkp.**

**§1 General provisions**

1. The General Sales Terms and Conditions (hereinafter GSTC) specify the rights and obligations of the parties to sales agreements, where Plastivan Limited Liability Company is one of the parties.
2. The GSTC shall constitute an integral part of all sales agreements concluded with Plastivan, and in cases where the parties specified their rights and obligations in the form of a separate, written agreement, the provisions of that agreement shall apply first, and the provisions hereof shall apply only in matters not regulated therein.
3. The Buyer shall be obliged to read and understand the provisions hereof before the final settlement of all relevant aspects of the agreement, at the latest on the date the agreement is signed (if it has been drawn up in written form) or the order is placed. The GSTC shall be available to the public at [www.plastivan.pl](http://www.plastivan.pl) as well as at the seat of Plastivan
4. Should the Buyer remain in continuous commercial relationship with Plastivan, the acceptance hereof by the Buyer during one transaction shall be construed as the acceptance hereof for all future sales agreements between the parties, unless a special reservation is made.

**§ 2 Prices**

1. Offers, promotional materials and other product advertisements from Plastivan's commercial offer are exclusively of informative character and do not constitute an offer within the meaning of the Civil Code.
2. Prices specified in pricelists sent or otherwise received by contractors shall be binding until a new pricelist is issued. Prices specified in pricelists shall be increased by applicable VAT amount.
3. Moreover, the Seller stipulates that the prices specified in pricelists are applicable for sales to large recipients in wholesale packaging. For non-wholesale amounts which require, among other things, the unpacking of joint packs, the prices specified in pricelists shall be increased by handling costs.
4. The prices indicated in the product pricelist shall be applicable under ex Seller's warehouse conditions and shall include the costs of sale and packaging of the product.

**§ 3 Orders**

1. The condition for the conclusion of an agreement is the placement of a written order by the Buyer through the online store [www.plastivan.net.pl](http://www.plastivan.net.pl) or email: [biuro@plastivan.pl](mailto:biuro@plastivan.pl) or by fax +48 618155748. The Seller shall confirm the acceptance of the order in written form.
2. The Buyer shall be obliged to include the following documents and information with the order:
  - legal person: current extract from the court register, a certificate of NIP (tax identification) and REGON (business registry) numbers,
  - partnerships within the meaning of the Commercial Companies Code: current extract from the National Court Register KRS and the certificate of NIP and REGON numbers,
  - partnerships: current extract from the Central Registry and Information about Business Activity,
  - natural persons being entrepreneurs: current extract from the Central Registry and Information about Business Activity.
3. Plastivan shall accept product orders from Monday to Friday
4. The withdrawal from or amendments to orders shall require written form

5. Orders shall be completed within 3-14 days from the date of order acceptance confirmation by the Seller, unless another completion term is specified by the Seller in the confirmation.
6. In the case of a delay in the delivery that is independent from the Seller, the order completion date shall be extended by the duration of the obstruction preventing the Seller from the timely completion of the order. In the case of a delay in the delivery of the product, the Seller shall immediately inform the Buyer about the cause of the delay and the new predicted order completion date.

#### **§ 4 Product delivery**

1. The goods being subject to the agreement can be handed over only to a representative of the Buyer who produces a written authorisation to receive the goods, issued by a person authorised to represent the Buyer, including company seal. In the situation where the aforementioned representative had received goods on behalf of the Buyer previously, it shall be assumed that he is authorised to receive any subsequent batch of goods, including those from different transactions, unless the Seller is notified about the withdrawal of the authorisation in written form.
2. The Parties stipulate the principle that the goods shall be received by the Buyer by his own transport means, unless the parties agree otherwise in a separate agreement. On the reception of the goods, the risk of accidental loss or damage to the goods shall be transferred to the Buyer.
3. Should Plastivan provide the transport of the ordered goods, its handover shall occur in the location specified by the Buyer, and the unloading shall be performed by the Buyer on his own expense and responsibility. As soon as the unloading is started, the risk of accidental loss or damage to the goods shall be transferred to the Buyer. Before unloading, the Buyer shall sign appropriate reception documents which shall be the condition for the handover of the subject of the agreement.
4. A person receiving the goods on behalf of the Buyer shall be obliged to check the correctness and completeness of the goods, receive a complete set of transport documents and know regulations regarding the transport conditions of the goods.
5. The consignment note shall be amended with the reservations regarding the exact number of missing or destroyed packs. Reservations regarding the carrier shall be specified by the completion of formalities in such a way that the Seller can submit any claims to the carrier.
6. If the aforementioned procedure is not observed, the Seller shall have the right not to recognize the Buyer's quantitative and qualitative complaints.

#### **§ 5 Transport and delivery terms**

1. If the Buyer provides the transport vehicle at the date or time not compliant with the order confirmation, downtime may occur. The costs of the downtime shall be covered by the Buyer.
2. If Plastivan provides transport, the carrier shall have the right to refuse to access the unloading location if there is a risk of damaging the goods or the transport vehicle. In such case the carrier may require the Buyer's written statement of assuming full legal and material responsibility for any damages suffered by the carrier or for the damage to the transported goods. If the Buyer refuses to make such a statement, it shall be assumed that the goods arrived at the specified location in the specified time.
3. If the impossibility of service provision by Plastivan was caused by force majeure, the Buyer shall not be entitled to any claims for the damages arising from the untimely execution of the agreement or lack thereof. Force majeure includes but is not limited to: disturbances in the functioning of the trading point not attributable to Plastivan, limitations caused by governmental regulations, natural disasters, strikes, road blockages etc.

#### **§ 6 Payment conditions**

1. Payment for the first three orders must be made in advance by bank transfer, unless otherwise agreed by the Seller and Buyer. The Buyer shall be entitled to a trade credit if he is positively verified by an insurance company. If the Buyer wants to be granted a credit limit, he shall agree to provide his financial data to the insurance company. If the Buyer or the insurance company do not agree, payments must be made in advance by bank transfer.

2. It is possible to negotiate payment terms.
3. Payments shall be made by the Buyer to the Seller's bank account in PNB Paribas, Polish Division, no. 18160010840004050366155001, with the indication of the title.
4. It shall be possible to pay in cash at the Seller's seat.
5. The Seller shall issue a VAT invoice for the concluded transaction on the date of the delivery of the goods.
6. If the Buyer's order includes a small amount of goods, Plastivan may increase the price by handling and packaging costs. The Client shall be informed about the charge and its amount on order placement or confirmation.
7. The payment date shall be deemed the date when Plastivan's bank account is credited with the appropriate amount. If the invoices remain wholly or partially unpaid, Plastivan shall automatically and without prior notice, attract interest equal to the reference rate of the National Bank on the expiry date of the invoice, increase with 7% and rounded to the higher half percentage point.
8. Complaints regarding the quantity or quality of the received goods shall entitle only to withhold payment for goods which have not been delivered or whose quality is questioned, and only up to the moment the Seller's answer is received regarding the acceptance or lack thereof of the submitted complaint.
9. The Buyer shall not be entitled to apply deductions or transfer claims without the written consent of Plastivan.
10. The goods remain property of Plastivan until full payment has been received.

#### **§ 7 Warranty and guarantee**

1. Plastivan shall be liable under guarantee exclusively in accordance with guarantee conditions provided at [www.plastivan.pl](http://www.plastivan.pl).
2. In order to maintain the rights arising from the warranty the Buyer shall be obliged, immediately after the reception of the goods being the subject of the agreement (but not later than within 2 days from the goods reception date), to inspect them in terms of quantity and type specified in the agreement or the invoice and their sufficient quality.
3. If any defects are identified, the Buyer shall be obliged to inform Plastivan about such defects in written form immediately, but not later than within 2 days from the date of such identification. Late complaints shall not be accepted. In order to submit a complaint in time it shall be required to notify Plastivan via fax, e-mail and also a registered letter before the expiration of the term.
4. Any hidden defects which may be revealed during the performance of works with the use of the goods being the subject of the agreement, they shall be reported to Plastivan within 10 days from their identification.
5. If any defects are reported in goods being the subject of the agreement, the Buyer shall be obliged to provide the disputed goods for inspection by a Plastivan representative (including the situation where they have already been used for certain works) in order to verify the validity of the submitted complaint, including an investigation whether the goods were used as intended, specifically in compliance with the information provided in the relevant data sheets.
6. After the Plastivan representative inspects the disputed goods, an appropriate protocol shall be drawn up, including the notes of the representative. The Buyer's representative shall sign that protocol as well and include his own notes.
7. If the complaint is deemed valid, Plastivan may, at its own discretion:- lower the price according to the value of the defect, if, despite the defect, the product is suitable for use,- replace the defective product with one free from defects, on its own expense and risk, if the product has not yet been installed.- if the replacement is not possible due to the product having been used in construction works, Plastivan shall be obliged to provide the Buyer with a product free from defects in the amount required to perform any corrective works.
8. Except for point 9 below, the Buyer may not undertake any actions to remove defects or damage without Plastivan's written consent.

9. The buyer shall be obliged to take any possible measures to minimise damage related to the use of defective products. If such measures are not taken, Plastivan shall not be held liable to the extent of damages that could have been prevented if the measures had been taken.
10. Plastivan shall be obliged to provide the Buyer with products free from defects in a reasonable time, depending on Plastivan's ability and the Buyer's needs.
11. Plastivan shall not be held responsible for defects or damages arising from the lack of observance of Plastivan's guidelines regarding storage, usage or expiry date of the purchased goods by the Buyer.
12. Plastivan shall not be held responsible if the Buyer grants his client further warranty or guarantee rights.
13. Warranty shall be provided to the Client if all conditions specified in points 1-12 above are observed.
14. Plastivan, regardless of the warranty rights, can provide the Buyer with a guarantee for the sold goods. The guarantee period shall start from the date of purchase.
15. The responsibility and warranty is limited to the replacement of all goods that were not conform. All other costs, direct or indirect (withdrawing, replacing) are excluded.

#### **§ 8 Product usage**

1. Information, specifically guidelines regarding the operation and end use of Plastivan products, are given in good faith, in accordance with the current state of knowledge and experience, and shall be applicable to products stored and used in accordance with the guidelines provided by Plastivan.
2. The user of the product shall be obliged to use it as intended and in accordance with the guidelines provided by Plastivan.
3. Users shall be obliged to observe the requirements of the current data sheet of the used product. A copy of the current data sheet of a product shall be provided by Plastivan to the User upon the latter's request.

#### **§ 9 Final provisions**

1. The provisions hereof shall apply to any and all sales and delivery agreements concluded by Plastivan. The Buyer shall not have the right to quote the lack of familiarity herewith after signing: the agreement, the declaration in the order or the delivery agreement.
2. The Buyer shall immediately notify Plastivan in writing about any change of its seat or place of residence and correspondence address. In the case of lack of confirmation, the delivery made to the address indicated before shall be deemed effective.
3. All cases not regulated herein shall be governed by the Polish Civil Code. Any disputes arising during the execution hereof shall be settled by the court of jurisdiction for Plastivan's seat. Any amendments contradictory hereto shall be confirmed by a signature or else shall be null and void.