

**General terms and conditions**  
**of sale by FOLGOS Sp. z o. o. in Grabonóg,**  
**effective from 01/10/2022.**

§ 1

GENERAL PROVISIONS

1. These General Terms and Conditions of Sale apply to all contracts for the sale of goods concluded by FOLGOS Sp. z o.o. as a Seller.

2. The terms used in the remainder of these general terms and conditions have the following meanings:

**GTCS** - general terms and conditions of sale,

**Seller** - the company FOLGOS Sp. z o.o. with its seat in Grabonóg under no. 67c, 63-820 Piaski, entered into the Register of Entrepreneurs kept by the District Court in Poznań, IX Commercial Division of the National Court Register under the number KRS 0000588708;

**Buyer** - an entity that is the other party to the sales contract (contractor of FOLGOS Sp. z o.o.)

**Parties** - Seller and Buyer;

**Goods** - commercial products sold by FOLGOS Sp. z o.o. under an agreement with a contractor.

3. These General Terms and Conditions are the complete and only contractual regulation binding the Parties for the sale of goods. Thus, the Parties exclude the application of any other contractual provisions. Any other regulations (general conditions, etc.) applied by the Buyer shall not apply.

4. The provisions of these General Terms and Conditions may only be changed in writing under pain of nullity. The conclusion of a separate sales contract excludes the application of these general terms and conditions only to the extent regulated in it differently.

5. The GTCS are made available to the Buyers on the Seller's website ([www.folgos.pl](http://www.folgos.pl)).

6. Each time the Buyer places an order for the purchase of goods, he accepts the GTCS applicable at the Seller's.

§ 2

CONCLUSION OF THE CONTRACT

1. The basis for the conclusion of the sales contract is the Buyer's order placed in response to the Seller's offer. In the event of any change to the offer or the

introduction of reservations to it in the Buyer's order, the contract will be concluded only upon confirmation by the Seller of the order with changes or reservations. Failure to confirm such an order is tantamount to the fact that the sales contract has not been concluded.

2. If the Buyer places an order without receiving a prior written offer (e.g. based on an invitation to negotiate, etc.), the conclusion of the contract requires a written or e-mail confirmation of the order by the Seller.

3. Any agreements, assurances, promises and guarantees made orally by the Seller's employees in connection with the conclusion of the contract or the submission of the offer are not binding.

4. In the event that, for reasons beyond the control of the Seller (e.g. force majeure) and relating to the production of the goods, the Seller will not be able to perform the contract in whole or in part, he will have the right to withdraw from it within 3 months from the conclusion of the contract, in whole or in part. The Seller is not responsible for any damage caused by it.

5. Each order should include:

- Buyer's data (name, address, tax identification number),
- the exact delivery address, in a situation where this address is to be different from the Buyer's seat, this fact should be clearly indicated,
- description of the ordered goods: type, dimensions, weight and quantity,
- delivery method,
- proposed delivery date,
- contact details of the ordering person.

6. The condition for the performance of the order is its acceptance by the Seller. The Seller shall inform the Buyer about the acceptance of the order no later than within 3 business days from the date of receipt of the order by sending an order confirmation in writing or by e-mail. The contract is concluded between the Parties when the order is confirmed by persons authorized by the Seller.

7. No confirmation of the order within the time limit referred to in sec. 6, or failure to return the signed order confirmation by the Buyer within the same period, shall mean that the contract has not been concluded and does not give rise to any obligations on the part of the Seller towards the Buyer.

8. In order to protect its interests, the Seller reserves the right to carry out the verification process of each Buyer in terms of their solvency and reliability. In connection with the above, the Seller is entitled to refuse to accept the order without giving a reason.

### § 3

#### PRICE AND PAYMENTS

1. The selling price of the goods will be each time specified in the order and / or order confirmation.
2. The prices quoted in the order must be clearly specified whether they are net prices (excluding VAT) or gross prices (including VAT).
3. Selling prices presented in a foreign currency are converted into PLN according to the exchange rate of the National Bank of Poland on the day preceding the invoice.
4. The Buyer authorizes FOLGOS to issue VAT invoices without the signature of the person authorized to collect them on behalf of the Buyer and to send them to the Buyer's correspondence address.
5. The costs of delivery of the goods are determined individually when placing the order.
6. The Buyer is obliged to pay for the purchased goods within the period specified in the order and / or invoice. The date of payment shall be the date when the funds are credited to the Seller's bank account. If the Buyer fails to make the payment within the prescribed period, the Seller is entitled to charge statutory interest for delay in commercial transactions.
7. In the event of delay in payment for the delivered goods, the Seller is entitled to suspend further deliveries until the entire debt is settled with interest due. If the delay in any payment to the Seller exceeds 30 days, the Seller may withdraw from the sales contract without setting an additional deadline. The Seller is not responsible for any damage resulting from these reasons.
8. Filing a complaint for the purchased goods does not release the Buyer from the obligation to settle the payment on time.
9. The Seller is entitled to change the prices of the offered goods in order to adapt them to the applicable market conditions; in the event of such a situation, the Seller will inform the Buyer.
10. If the Seller has granted the Buyer a trade credit (deferred payment), it may limit or withdraw it at any time. This right does not apply to claims that have already arisen.

### § 4

#### OWNERSHIP RIGHT

1. The Seller reserves that the ownership of the goods sold will pass to the Buyer only upon payment of the entire price to the Seller.
2. The risk of loss or damage to the goods passes from the Seller to the Buyer upon the release of the goods, and in the case of entrusting the goods to the carrier upon delivery of the goods to the carrier, regardless of who bears the transport costs.

## § 5

### RECEIPT OF THE GOODS, DEFECTS OF THE GOODS SOLD, WARRANTY AND THE METHOD OF HANDLING COMPLAINTS

1. The goods will be delivered as agreed and confirmed in the order and will be delivered on non-returnable pallets, unless the Parties have agreed otherwise.
2. The Seller is not responsible for the consequences of delays in the delivery of goods, resulting from force majeure, circumstances on the part of the carrier, as well as the omissions or actions of a third party for which he is not responsible.
3. The risk of accidental loss or damage to the product passes when the product is delivered to the Buyer. If the product is to be shipped by the Seller to the place indicated by the Buyer, the release will be made upon entrusting it to a carrier engaged in the transport of this type of goods.
4. The buyer confirms the receipt of the goods on: a delivery note, a CMR document and / or a bill of lading.
5. By accepting the goods, the Buyer confirms that there are no visible external defects.
6. The Buyer is obliged to inspect the delivered goods for compliance with the order, quantitative and qualitative in terms of defects not hidden at the time of delivery.
7. The Buyer is fully liable to the Seller for any damage resulting from an unjustified refusal to accept the delivered goods.
8. The Buyer is responsible for the appropriate selection of the Goods depending on the destination place of use and external factors such as climate, temperature and sunlight. In case of doubt, the Buyer is obliged to contact the appropriate weather station for the place of use of the Goods in order to obtain the necessary climate data.
9. The Buyer is obliged to store and store the purchased goods in appropriate conditions, i.e. in a dry place and at a temperature of + 5 ° C to + 20 ° C, protecting it against weather conditions, in particular sunlight and moisture, and against rodents.

Detailed terms of use are contained in the "Instructions for Use" available on the website [www.folgos.pl](http://www.folgos.pl).

10. The Buyer is obliged to immediately notify the Seller about the detection of quality defects, however not later than 30 days from the date of delivery of the goods. The notification should be made in a way that allows for confirmation that the Seller has received the notification.

11. The Seller provides the Buyer with a warranty for the purchased goods for a period of 12 months from the date of production. Liability under the warranty is excluded.

12. The Seller provides an additional 12-month warranty regarding the resistance of the Goods to UV radiation, counted from the baling date, but not longer than 18 months from the production date specified on the label.

13. The warranty covers only brand new Goods in terms of physical (quality and material) defects arising from causes inherent in the Goods.

14. The warranty is excluded in the following cases:

- a) in the event of damage resulting from mechanical damage (crushing, tearing, smashing, contact with external factors, with water or chemicals, etc.);
- b) when the defect of the Goods arose due to improper storage, use and non-compliance with the instructions for use;
- c) when the defect of the Goods arose in the course of normal wear and tear;
- d) in the event of damage caused by force majeure.

15. The complaint should be delivered to the Seller along with the defective goods.

16. The Seller is obliged to notify the Buyer about the method of considering the complaint within 14 working days from the date of receipt of the notification.

17. In the course of the complaint procedure, the Buyer is obliged to provide the Seller, at his own expense, with the advertised goods as well as all information that the Seller deems necessary to recognize the complaint.

18. The complaint will be accepted in writing, otherwise null and void, after the advertised batch of goods has been examined by the Seller, or after an expert opinion has been carried out. If the complaint is accepted, the Seller undertakes, at his own expense, to replace the defective product with a product free from defects within the period agreed by the Parties. If it is impossible to replace the goods or it is connected with the necessity to incur additional expenses by the Seller, the Seller has the right to refuse to replace the goods and return the Buyer the appropriate part of the price.

19. In the event of an unjustified complaint, the Buyer is obliged to collect the advertised goods at his own expense, on the date indicated by the Seller.

20. Promotional or defective goods and therefore discounted, are not subject to complaint.

21. The complaint can only refer to Goods purchased from FOLGOS Sp. z o.o.

22. Goods subjected to processing or improper storage and / or use by the Buyer, due to which it has lost its properties, is not subject to complaint.

23. The Seller's liability for damages towards the Buyer for damages resulting from the sale of defective goods is limited to the actual damage suffered by the Buyer is limited to the value of the film. In the remaining scope, liability is excluded, unless it is contrary to the mandatory provisions of law. To the same extent, the Seller is responsible for the acts or omissions of the persons he used to fulfil the Buyer's order.

## § 6

### LAW AND JURISDICTION

1. The competent court to settle any disputes will be the competent common court for FOLGOS Sp. z o.o.

2. The provisions of Polish law apply to the contract

## § 7

### OTHER PROVISIONS

1. The titles of the individual sections of these General Terms and Conditions have been introduced only to facilitate the use of the text and have no legal significance, and thus the text of the General Terms and Conditions cannot be interpreted on their basis.

2. Should individual provisions of these General Terms and Conditions prove to be invalid or ineffective, this will not affect the validity and effectiveness of the remaining provisions. In such a case, the Parties undertake to adopt such provisions that will effectively reflect the prior will of the Parties.

3. The GTCS may be changed by the Seller at any time. The amended GTCS enter into force upon their publication on the website [www.folgos.pl](http://www.folgos.pl).