



GENERAL SALE CONDITIONS
Eurofoam Polska Spółka z o.o.
Zgierz, August 2010, edition 02

Preamble

These General Sale Conditions of Eurofoam Polska Sp. z o.o. with its registered office in Zgierz were introduced by the resolution of the Company Management Board with effect from 1 August 2010.

I. GENERAL PROVISIONS

1.1. Definitions of terms used:

- Seller - Eurofoam Polska Sp. z o.o.
- Buyer - entrepreneur - customer, receiver of the product
- offer, order, agreement - conditions of purchase – sale
- product – article, intermediate article, service

1.2 Required documents

The Buyer shall present the following documents at the first transaction:

- photocopy of a valid copy from the National Court Register or a copy of a valid certificate of entry in the business activity register,
- photocopy of a copy of assigning NIP and REGON
- personal data of persons representing the business entity.

1.3. Entering into the agreement

The sale agreement becomes effective only as of the moment of confirming an order or performing it by the Seller, depending on which occurred earlier. The sale is based on these general conditions of sale. Each agreement deviating from these conditions must be made in writing in order to be valid. In each case it is assumed that accepting the delivery or collecting the product shall mean the acceptance of the sale and shall constitute the acceptance of the General Sale Conditions of Eurofoam Polska Sp. z o.o. Other contractual sale conditions of our partners shall be subject to acceptance only if it is expressly agreed in writing.

The contractual provisions shall be subject only to Polish law. The personal data obtained or received by the Seller in connection with the business contacts will be processed pursuant to the Personal Data Protection Act, irrespective of the fact whether they come from the Buyer or from third parties.

1.4. General conditions

The delivery readiness time shall begin as of the moment of notifying the Buyer of the collection or delivery date. If the Buyer refuses to accept the delivery of the product or collect the product after the indicated delivery or collection deadline expires, the Seller will have the right to withdraw from the agreement or claim damages for non-compliance with the agreement.

As the damages, the Seller will be entitled to demand 20% of the value of the product which was not accepted or collected, without the need to submit any special evidence in form of documents.



In case of asserting claims against the Buyer regarding the violation of the industrial property rights in connection with the manufacture of the product pursuant to the specification of the Buyer, the Buyer shall secure the Seller against such claims.

Models, samples, drawings, descriptions and other materials and also templates and tools manufactured by the Seller or by third parties through the Seller shall remain the property of the Seller and shall be protected by the Seller's copyright even if the Buyer bore part of the costs. These products may not be made available to third parties without the written consent of the Seller. In case of storing by the Seller of the templates, tools, samples, models, drawings, etc. which were delivered by the Buyer such storage shall be made to the account and at the risk of the Buyer.

In case of manufacturing by the Seller of products pursuant to the models, samples, drawings or other documents delivered by the Buyer, the Buyer shall be liable for the legal use of these materials.

1.5. Orders

Orders placed by the Buyer can be made in writing, sent via mail, electronic mail, fax or phone with a written confirmation. The information concerning the dimensions, weight, physical properties of the product and its performance given on the Seller's website, in catalogues, brochures, circulars, advertisements, price lists and other similar documents are for information only, unless it was expressly confirmed by the Seller as binding, constituting an integral part of an offer. All the products are manufactured pursuant to the applicable plant norms, unless it was agreed otherwise with the Buyer.

The Seller shall not be liable for applying our products by the Buyer for purposes other than the purposes mentioned in the product card. The Seller reserves the right to make improvements and changes in the products which will not affect negatively the parameters of the offered products. In the case of orders for agreed amounts, the Seller reserves the right to fulfil it immediately and deliver the products to the entire order. After placing an order any changes shall be possible, if the Buyer expressly reserved the right in writing to make such changes.

II DELIVERY TYPE AND SCOPE

2. 1. Delivery

The collection / delivery of products shall be made pursuant to the conditions of the offer, ex-works Eurofoam Polska Sp. z o.o. / Buyer's storehouse.

In each case the choice of the delivery route and the haulier shall depend on the Seller, unless previously expressly agreed otherwise.

2. 2. Delivery time

In case of force majeure or other unpredictable extraordinary events and other circumstances for which the Seller is not liable - e.g. difficulties with raw material supply, business interruptions due to strikes, lockouts, public authority interventions, energy supply difficulties etc. - even if they occur at one of the suppliers - the delivery time shall be extended. The Seller shall appropriately notify the Buyer in writing of the mentioned cases.

If the delivery or the execution turns out to be impossible or irrational as a result of the mentioned circumstances, the Seller shall be released from the obligation to execute the delivery. If the delay in delivery lasts for more than 2 months the Buyer shall have the right to withdraw from this agreement.

In case of extending the delivery time or releasing the Seller from the delivery obligation, the Buyer will not be able to assert compensation claims for it.



III INVOICING AND PAYMENT

3.1. Invoicing

The product price is exclusive of VAT. VAT is added additionally according to the statutory rate.

The product price is expressed in PLN or EUR, pursuant to the offer made for the Buyer by the Seller.

3.2. Payment

The payments shall be made in cash or by transfer within time limits individually agreed with the Buyer.

The day when the money is credited to the Seller's bank account shall be considered the day of payment.

In case of delays in payment for the purchased product, the Seller shall have the right to charge statutory interest for each day of delay.

The Seller reserves the right to change the payment conditions of the Buyer. The amount of trade credit is determined by the Seller based on the financial data sent by the Buyer. Upon the Seller's request the Buyer shall present the financial data to the indicated insurance company.

IV COMPLAINTS AND LIABILITY

4. 1. Complaints

The quantity or quality discrepancies disclosed directly when unloading should be immediately reported to the driver and confirmed by the driver by the signature on a delivery document after previously preparing the discrepancy description.

Immediately after reporting a defect, the Buyer shall notify the Seller of the complaint and present the faulty product with the label and properly secure the product till the time of showing it to the Seller.

The Seller shall respond to the complaint within 14 days from the date of showing the faulty product or within other time limit agreed with the Buyer.

The parameters of the product declared by the Seller are subject to complaint, excluding defects specified in plant norms.

Damage to the product or change of parameters of the product in connection with its improper use or storage or such use or storage which was not agreed with the Seller is not subject to complaint.

4. 2. Liability

Liability for damages resulting in case of non-performance or improper performance of the agreement shall be based on general principles.

The amount of compensation for damages caused by defective product or untimely performance of the agreement cannot exceed the amount of the price due for the faulty part of the delivery or untimely delivered object of the agreement or its part.

V COURT OF JURISDICTION

The agreement and the specified conditions shall be governed by Polish law and all the disputes shall first be settled amicably, and then by the common Court of proper jurisdiction for the registered office of the Seller.