



GENERAL TERMS OF PURCHASE

1. GENERAL PROVISIONS

1.1. The Supplier shall deliver the goods in accordance with a written order placed by PROPLASTICA Sp. z o.o. (hereinafter "Buyer") indicating the conditions and terms of delivery.

1.2. The Supplier shall confirm the acceptance of the order by electronic means (fax, e-mail).

1.3. The Supplier may not cede the execution of the order to third parties without the Buyer's written consent.

1.4. The order is deemed completed when the goods delivered to the Buyer are compliant in terms of date, quality, quantity and price.

1.5. If the Supplier cannot fulfil the order due to bankruptcy, bankruptcy proceedings or liquidation or assignment, the Buyer has the right to cancel the agreement by written notice.

1.6. Any disputes arising in connection with the purchases shall be resolved by the competent court having jurisdiction over the place of the complainant.

1.7. Offers are made only for the Buyer's assortment requirements and they are free of charge.

1.8. In all communications and delivery documents (shipping list, goods release document, invoice) the Supplier shall reference the order number.

2. DELIVERY

2.1. The Supplier is obliged to deliver the goods at his own expense without adding any additional costs, unless the agreement stipulates otherwise.

2.2. If the goods are shipped at the Buyer's expense, the Supplier shall send the goods via Schenker transportation firm (www.schenker.pl), providing our client reference number 006215966, unless the agreement stipulates otherwise.

2.3. The goods shall be packed, marked and labelled for prompt identification.

2.4. The Supplier is liable for any and all damages to the goods resulting from improper packaging and lack of protection during transport.

3. QUALITY OF DELIVERY

3.1. The Supplier – on Buyer’s request – shall provide certificates confirming the compliance of the goods as ordered. In the absence of such certificate the Buyer has the right to refuse to accept the goods.

3.2. The Supplier shall allow authorized representatives of the Buyer to access and inspect the applied methods of production and control.

3.3. If the conditions of purchase are not met, the Buyer has the right to:

- complaint and return of goods at the Supplier’s expense
- claim a price discount on the substandard goods, which may be used.

4. GUARANTEE OF DELIVERY, ACCEPTANCE OF GOODS

4.1. Delivery of the goods or payment for them does not constitute acceptance of the goods.

4.2. The procedure of acceptance and control of goods is consistent with Quality Management System ISO9001:2000, i.e. the delivery is weighted, measured and counted, etc.

4.3. If the goods have any concealed defects, the Buyer retains the right to complain, return or exchange the goods, even though the warranty period has expired.

5. INVOICING, DELIVERY CONFIRMATION, PAYMENT

5.1. VAT invoices shall be issued in accordance with applicable regulations in this respect and shall bear the following information: Buyer’s order number, unit of measurement according to the order, delivery number, if any. The Supplier shall deliver two copies of the invoice to the Buyer’s Accounting Department.

5.2. The delivery shall be accompanied by a delivery note containing the following information: name of the Supplier, description of delivery, Buyer’s order number, date of shipment, list of shipped goods.

5.3. The Buyer will make payment after receiving the properly completed original invoice within 60 days, starting from the date of its receipt, on condition that the goods and their quality have been accepted by the Buyer.

5.4. When invoicing, if the Supplier stipulates worse payment conditions for the Buyer, the Buyer will consider such conditions invalid.

6. FINAL PROVISIONS

6.1. We hereby declare that we are VAT taxpayers (PL842-000-45-81) and the Company is authorized to receive VAT invoices. We authorize your Company to issue a VAT invoice once.

6.2. Violation of the above mentioned General Terms and Conditions of Purchase may result in refusal to accept the consignment, its return at the Supplier’s expense or a delay in paying for the delivery invoice.