

General Terms and Conditions of Contracts (OWU)

I. Company details (order recipient)

ART Folie Sp. z o.o., ul. Sikornik 3, 43-300 Bielsko-Biala, NIP 547-012-57-82, tel 33 497 10 20, fax 33 497 10 40, e-mail : biuro@artfolie.pl

II. Scope of application of the General Terms and Conditions

- 1. The GT&C apply to all sales and service agreements concluded by ART FOLIE with Customers who are not consumers within the meaning of Art. 221 of the Civil Code.
- 2. The GT&C are publicly available on the website informed before concluding the contract. By entering into a sales contract, the Buyer thereby confirms that these terms have been made available to him and agrees to them as an integral part of the contract. At any time, at the Customer's request, the GT&C may also be sent to him electronically. www.artfolie.pl, of which the Customer is
- 3. Any different terms of the Customer are not binding on ART FOLIE unless ART FOLIE agrees to their validity in writing under pain of invalidity. In particular, different provisions of the general terms and conditions used by the Customer are not binding on ART FOLIE, and the possibility of a binding response for ART FOLIE to an offer containing changes to the content of ART FOLIE's offer is excluded (in accordance with Art. 681 of the Civil Code).

III. Conclusion of the contract; orders

- 1. The contract is concluded upon the Customer's receipt of the order acceptance confirmation issued by ART FOLIE. Failure by ART FOLIE to respond to the order does not entail any consequences for it, unless ART FOLIE proceeds to fulfill the order.
- 2. Any changes to the contract require written form under pain of invalidity.
- 3. In the order, the Customer specifies: the product name, raw material composition, order quantity (quantity in the appropriate units of measure; kg, m2, m.b., pcs., packages), expected delivery date, address and other delivery terms, not conflicting with the GT&C. If the Customer withdraws from the contract more than 3 days after receiving the order confirmation or after the commencement of order fulfillment, the Customer shall cover the full costs of work performed and materials purchased by ART FOLIE. A person who signs the order and/or confirmation and is not authorized to act on behalf of the Customer, in accordance with Art. 103 § 3 of the Civil Code, bears full liability toward ART FOLIE personally and with all their assets.
- 4. Notices, advertisements, price lists and other commercial information of ART FOLIE constitute an invitation to commence negotiations for the purpose of concluding a contract, unless their content clearly indicates that they constitute an offer addressed to a specific person.
- 5. If the Customer has placed an order, then in case of doubt, the content of the order acceptance confirmation sent to the Customer by ART FOLIE shall determine the content of the contract concluded, taking into account the provisions of these GT&C.

IV. Obligations of ART FOLIE

- 1. ART FOLIE is obliged to fulfill the order in accordance with the order or its confirmation, pack the goods in a standard manner according to the properties of the goods, label the goods (labels, unless otherwise stipulated), notify the Customer that the product is ready for collection and release the product to the Customer, and upon request provide information about the product's properties, intended use, and raw material composition.
- 2. Orders are fulfilled in accordance with standards PN C-89258-4, PN C-89258-2, PN C-89258-3 and PN ISO 8367-2.
- 3. Orders are fulfilled with a quantity tolerance of +/- 10%.
- 4. The stated length of the bag in the size specification is the segment from the edge to the end of the bag, not to the seal.
- 5. Products made from regranulate are characterized by shorter durability and strength, as well as a more intense plastic odor than products made from original raw material. Due to the lack of regulated quality standards for the dimensions and thickness of the film, a factory tolerance of +/- 15% is applied when fulfilling orders.

- V. Warranty and claims
 - 1. ART FOLIE provides a quality warranty for its goods, in accordance with the product characteristics and the provisions of the agreement, including the GTC. The warranty period is 3 months, counted from the date of production, and no longer than 1 month from the date of sale.
 - 2. The complaint will be considered provided it is submitted in writing within the above period, insofar as it contains the goods data (including the type of goods), the quantity of goods subject to the complaint, the production date and sales date, a precise description of the defect found or processing problems (supported by evidence), and delivery documents, invoices, orders, and (if the Client has them) complaint labels of the goods.
 - 3. The Client should specify in the complaint notice whether they are requesting replacement of the goods with goods free of defects, or a discount (justifying its amount).
 - 4. The goods under complaint, until the complaint is considered, should be stored in the form in which they were delivered, packaged, without contamination, with labels. They should also be properly secured against any damage.
 - 5. ART FOLIE will accept the goods under complaint (also for the purpose of examining the validity of the complaint) only with prior consent. Delivery of the goods to ART FOLIE is at the Client's expense, unless the complaint is found to be justified.
 - 6. ART FOLIE will consider the complaint and inform the Client of the manner of its handling within 14 days from the date of receipt. If additional tests are necessary, including in an external laboratory, this period may be extended.
 - 7. To the extent not covered by the provisions of these GTC, the parties exclude any different regulations regarding warranty, thereby also excluding the provisions concerning statutory warranty for defects of the sold item.
- VI. Price, payment terms
 - 1. The current product price is always included in the order acceptance confirmation, unless ART FOLIE accepts the price given by the Client.
 - 2. If the Client falls behind with payment of the price for the delivery of goods under contracts concluded earlier, the obligation to pay under the concluded contract becomes immediately due, regardless of the previously agreed deferred payment term.
 - 3. ART FOLIE is entitled to assign receivables not paid by the Client.
 - 4. The payment date - in the case of bank transfers - is the day the bank account is credited of ART FOLIE.

VII. Release of goods, storage and use

- 1. Release of the goods takes place at the ART FOLIE warehouse or at a place indicated by it. Indicating another location requires explicit written agreement of the Parties. Release of the goods to the Client (collection) is confirmed by a document signed by a person authorized to represent the Client. A person acting on behalf of the Client when collecting the product at the ART FOLIE warehouse or another location is required to present written authorization. Otherwise, ART FOLIE may refuse release.
- 2. If the product is entrusted to a carrier, the document confirming completion of delivery is the waybill or other transport-related documents.
- 3. The risk of loss or damage to the goods passes to the Client upon release to the Client, their representative, or the carrier.
- 4. In the event of delay in collecting the goods, ART FOLIE is entitled to charge a contractual penalty (fee) for storage of the goods, in the amount of 30 PLN/pallet/week. This entitlement does not exclude the right to claim damages on general terms.
- 5. If the goods are not collected for 2 (two) months, ART FOLIE is entitled, at its discretion, to continue charging storage fees or to dispose of or sell the completed goods. The Client will be charged the costs of disposal/sale as well as the remaining amount constituting the equivalent of the damage incurred.
- 6. In the case of deliveries carried out at the expense of ART FOLIE (including when using carriers), the Client should check upon receipt whether any mechanical damage occurred during transport. A complaint in such a case will be considered only if ART FOLIE receives written information regarding the damage within 3 days from the date of delivery, and at the same time the delivery document (e.g. waybill) contains a description of the damage.
- 7. The Client loses warranty rights in the event of storing goods in unsuitable conditions (in particular, the film should be stored in dry rooms, at a temperature not lower than +5°C and not higher than +35°C, at a distance no greater than 1 m from heating devices; the film should also be protected from direct sunlight). The Client bears the burden of proving that these conditions have been met.

- 8. If defects are found that adversely affect further processing, the Client is obliged to immediately stop the production process and inform ART FOLIE of the problems that have arisen, under penalty of forfeiture of claims.

VIII. Retention of title to the sold goods

ART FOLIE retains title to the sold goods until the Client pays the full price.

IX. Amendment of contract terms

Any arrangements amending or repealing any of the provisions described above require written confirmation for validity, otherwise they shall be null and void.

X. Partial invalidity

If some of the provisions of these contract terms prove to be invalid or are declared invalid by a court or other competent authority, the remaining provisions shall remain valid, unless the circumstances indicate that without the provisions deemed invalid the contract would not have been concluded.

XI. Force majeure

The Parties jointly declare that force majeure means preventing or hindering the performance of obligations by either Party due to circumstances unforeseen and beyond the control of the Party, such as acts of war, fire, explosion, natural disaster, changes in oil prices, a declared state of epidemic threat, epidemic or pandemic, as well as matters beyond the Parties' control related to the unavailability of raw materials or materials necessary for the execution of the order, as well as problems arising from transport, including those related to transport costs. In the event of problems with the availability of raw materials, the order fulfillment date for individual products may change. A Party invoking force majeure, in the event of circumstances described in this chapter, should, under penalty of ineffectiveness of the invocation of force majeure, notify the other Party immediately in documentary form, but no later than within 7 days from the occurrence of the event constituting a force majeure event, under penalty of loss of the right to invoke force majeure. The same obligation applies to the Party in the event that force majeure ceases. Delay or defective performance of all or part of the contract due to force majeure does not constitute a breach of the contract provisions for the Party affected by force majeure.

XII. Place of performance, jurisdiction of courts

This agreement shall be interpreted and applied under Polish law. Any disputes arising from this agreement shall be heard by the ordinary courts having jurisdiction over the registered office of FIRMA ART.

XIII. Sole liability of ART FOLIE Product specification, legality, and the ordering party's liability

- 1. The Client declares that it has the knowledge, experience, and organizational and technical resources necessary to determine the properties of the products specified in the order, assess their suitability, and use them lawfully in its business operations.
- 2. The Client bears sole responsibility for:
 - a) determining the product's intended use and the conditions of its use, storage, transport, filling, sealing, display, further processing, and disposal;
 - b) selecting and approving the dimensions, thickness, capacity, type and composition of the material, color, printing, construction, strength, closing method, and all other technical and functional parameters of the product;
 - c) the completeness, correctness, and legality of the designs, drawings, patterns, specifications, instructions, formulas, markings, printed content, and other guidelines provided to ART FOLIE;

- d) determining whether the product may be legally used for the purpose intended by the Client, in particular for contact with food, medicinal products, cosmetics, chemicals, dangerous goods, waste, sensitive products or other substances subject to special regulations;
- e) determining the legal requirements applicable in the country in which the product or the product packaged using the product will be placed on the market, made available, used, or become waste;
- f) the compliance of the product, its parameters and the manner of use with regulations concerning packaging and packaging waste, environmental protection, waste management, chemical substances, product safety, materials intended for contact with food, labeling and extended producer responsibility – to the extent that these obligations, under mandatory provisions, rest with the Client.
- 3. Acceptance of the order by ART FOLIE does not constitute confirmation by ART FOLIE that the parameters indicated by the Client are suitable for the intended use, lawful, or sufficient to achieve the Client's economic purpose.
- 4. Unless the parties expressly conclude a separate agreement in documentary form, ART FOLIE does not provide legal, environmental, technical or regulatory advisory services and is not obliged to verify the order for compliance with the regulations binding the Client or the product's downstream users.
- 5. Upon release of the product, the Client bears sole responsibility for the manner of its use, further processing, printing, filling, combination with another product, packaging, storage, transport and distribution.
- 6. ART FOLIE is not liable for the consequences:
 - a) using the product contrary to the specification, instructions, intended use or principles of technical knowledge;
 - b) applying the product to substances or goods about which ART FOLIE was not previously informed;
- 7. To the fullest extent permitted by mandatory provisions of law, ART FOLIE's liability towards the Client for non-performance or improper performance of the Agreement is excluded, including liability for damages resulting from:
 - a) defects, unsuitability or non-compliance of the product with the use intended by the Client;
 - b) the inability to place the product or the product packaged using the product on the market;
 - c) breach of administrative, environmental, waste, product or packaging requirements;
 - d) the need to withdraw the Product or the product packaged from the market;
 - e) production stoppage, loss of contract, loss of market, loss of reputation, loss of revenue, loss of expected benefits or increased operating costs;
 - f) administrative penalties, fees, research costs, sorting costs, repackaging, recovery, transport, disposal or destruction of Products.
- 8. The exclusion referred to in item 7 covers direct and indirect damages, actual losses and lost profits, regardless of the foreseeability of the damage.
- 9. To the fullest extent permitted by law, the parties exclude ART FOLIE's liability towards the Client for damages claims arising from torts in connection with the conclusion, performance or non-performance of the order, the product, its parameters or use.
- 10. The above provisions cover claims based on the concurrence of contractual and tort liability, insofar as their exclusion is permitted under mandatory provisions of law. The exclusion does not apply to:
 - a) damages caused intentionally;
 - b) liability that cannot be excluded or limited under special provisions;
 - c) claims by third parties who are not party to the contract.
- 11. The Client undertakes to indemnify ART FOLIE and hold them harmless from any claims, demands, proceedings and costs arising from the parameters or design specified by the Client, claims of the Client's recipients, end users, authorities administration or other third parties concerning the product manufactured on the basis of the order.
- 12. If any disclaimer of liability of ART FOLIE proves wholly or partly ineffective, ART FOLIE's total liability to the Client, on any grounds, relating to one order or a set of related events, is limited to the net value of the order to which the claim relates.