

General Terms and Conditions (T & C)

I. Company data (the party receiving contract)

ART COMPANY A. Pindór, R. Korpanty T. Korpanty general partnership (hereinafter COMPANY ART), St. Sikornik 3, 43-300 Bielsko-Biała, NIP 547-012-57-82, TEL 33 497 10 20, fax 33 497 10 40, E-MAIL: biuro@artfolie.pl

II. Scope of General Terms and Conditions

1. Terms apply to all contracts for the sale and provision of services concluded by ART Company with clients who are not consumers within the meaning of Article. 22¹ kc
2. T & C is publicly available on the website **www.artfolie.pl**, as the client is informed before the conclusion of the contract. Buyer concluding the contract of sale therefore confirms that these conditions have been provided to him and expresses his consent to them to as the integral part of the agreement. At any time, at the request of the Customer, Terms and Conditions may be also sent to him electronically.
3. Different conditions of the Customer are not binding to ART, unless in writing, under pain of nullity ART agrees to their validity. In particular, they involve different arrangements of general conditions of contracts used by the client are not binding for ART, as well as they exclude the possibility of binding to the ART COMPANY respond to an offer containing the changes to the content of offer's ART (in accordance with Article. 68¹ CC).

III. The conclusion of an agreement; contract

1. Conclusion of an agreement takes place after the receipt of an order confirmation by the customer that was issued in writing by ART Company within 3 working days from the receipt of an order. The lack of answer from ART carries not implications, consequences to it..
2. Any changes require the agreement in writing under pain of nullity.
3. In a written order Customer shall specify: the name of the product range, raw material composition, an order capacity (a quantity in the appropriate units of measurement; kg m2, lm, pieces, packages), the expected time of delivery, address and other delivery conditions, consistent with the hereby terms and conditions. In case of client's withdrawal from the contract, in more than 3 days after receiving confirmation of the order, he will pay the full cost of work performed and materials purchased by the Supplier. The person who signs a contract and / or confirmation, and is not entitled to act on

behalf of the Customer, in accordance with Article 103 § 3 of the Civil Code shall carry the full responsibility by himself and all his property to ART Company.

4. Advertisements, price lists and other business information of ART Company should be understood as an invitation to enter into negotiations and to conclude an agreement, unless their content clearly shows that an offer is addressed to a particular individual.

5. If a customer has placed an order, when there is a doubt concerning the content of the agreement, the content of an order confirmation sent by ART Company resolves the matter in that case.

IV. Responsibilities of ART Company.

1. ART COMPANY is obliged to perform the contract according to its confirmation, wrap the product in a standard manner according to the characteristics of the goods, mark items (labels, except as otherwise provided), notify the Customer to prepare the reception and give him the product, and at his request to provide information about characteristics, purpose and raw material composition of the product.

2. Orders are executed in accordance with PN C-89258-4, PN C-89258-2, PN C-89258-3 and PN ISO 8367-2 standards.

3. Orders are executed with a quantitative tolerance + / - 10%.

4. The length of the bag given in the size is a distance from the edge to the end of the bag, not to the weld.

5. Products from regranulatu (recycled material) have a shorter lasting life and durability as well as more intensive smell than the smell of plastic products from the original raw material. Due to lack of regulations and restrictions about tolerances of recycled made products we use "Company regulations" +/-15% of thickness and product dimensions.

V. Warranty and complains

1. ART COMPANY warrants to the quality of their goods, according to the characteristics of the products and the terms of the agreement, including terms and conditions. The warranty period is 3 months from the date of production, no longer than one month from the date of sale.

2. The complaint will be dealt with under the condition that they submit it in writing in the above. date, unless the goods will be included (in this type of product), quantities of the complaint, identify the date of manufacture and date of sale, a precise description of the detected defects or problems processing (supported by the evidence), and will include delivery documents, invoices, purchase orders and (if the client is in possession of) a label advertising the goods.

3. The customer should specify in the complaint, if requests for replacement of goods free from defects or provide a discount (the grounds of its height).

4. Defective goods, until the complaint should be stored in the form in which it was delivered, packaged, clean, with labels. It should also be adequately protected against any damage.
5. ART COMPANY adopt the advertised product (also in order to investigate the merits of claims) only with prior consent. Delivery of goods to the company Art is at Customer's expense, unless the claim proves to be justified.
6. ART COMPANY will consider the complaint and inform the Client on how to do it within 14 days from the date of its adoption. If you need additional tests, including an external laboratory, this period may be extended.
7. To the extent not covered by the provisions of these Terms, the parties exclude the different rules in respect of guarantees, thereby excluding the provision for warranty for defects in goods sold.

VI. The price, payment terms.

1. The current price of the product is underwritten in each case on an order confirmation.
2. As soon as the client will fall into the delay with the payment for the supply of goods from the agreements concluded earlier, the obligation to pay under that agreement becomes due and payable immediately, irrespective of any predetermined, the deferred payment deadline.
3. ART COMPANY is entitled to cession of charges that were not paid by the client.
4. Deadline for payment - in case of bank transfers - is the day of crediting the bank account of ART Company.

VII. The issue, storage, use of goods

1. The issue of goods takes place in ART Company warehouse or an another indicated place. Indication of an another place requires a clear, written agreement of the Parties. Issuing the goods to the Client (reception of goods from the Client's side) is confirmed by a document signed by a person authorized to represent the client. Person acting on behalf of the Customer at the time of reception of the products in the ART's warehouse or elsewhere is required to prove written authorization. Otherwise, ART COMPANY may refuse to issue goods.
2. In the case of entrusting the product to the carrier, the document confirming the fulfillment of a delivery is a waybill confirmed by a Client.
3. The danger of loosing or damaging to the goods passes to the customer from the moment of issuing the goods to the Customer or its agent or the carrier.
4. In case of delay with receiving the goods, COMPANY ART is entitled to charge a penalty (wages) for the storage of goods in the amount 30zł/ palet / week. This permission does not exclude the right to claim compensation on general principles.
5. If the goods are not received by 2 (two) months, ART COMPANY shall be entitled at its choice to continue the calculation of compensation for storage or for recycling or sale of goods made. The

costs of disposal / sale and the remaining amount, equivalent to the damage caused, will be charged to the customer.

6. In the case of deliveries taking place at the expense's ART (including using the services of carriers) when client is receive goods - should check that there was no mechanical damage during transport. The complaint in this case will be taken into account only if ART COMPANY receives written information concerning the damage within 3 days after delivery, while delivery document (eg bill) will contain a description of the damage.

7. Customers will lose their entitlement to the guarantee in case of storage of goods in inappropriate conditions (in particular, the film should be stored in dry rooms at a temperature not lower than 50 C and not higher than 350 C, at a distance of not more than 1 m from the heating film; should also be protected from direct sunlight.) Client burden to demonstrate compliance with these conditions.

8. In the event of defects affecting the further processing, the Customer must immediately stop the production process and to inform COMPANY ART if there is any problem, on pain of losing a claim.

VIII. The reservation of the ownership of goods sold

ART COMPANY reserves the right to ownership of the goods sold, until the full amount is paid by the Customer.

IX. The changes in Terms and Conditions of an agreement.

Any changes amending or repealing any of the provisions described above requires for its validity confirmation in writing under the pain of nullity.

X. Partial nullity (invalidity)

If some of the provisions of these terms and conditions of an agreement are found to be invalid or would be declared invalid by a court or other competent authority, the remaining provisions shall retain their validity, unless the circumstances indicate that without the provisions declared invalid the contract would not be concluded.

XI. Force Majeure

Neither party shall be liable for failure of performance or improper performance of obligations under the contract if it is due to force majeure events. As force majeure should be understood as any circumstances and phenomena, which reasonably assessing can not be predicted nor prevented, having the external character to the parties and are not caused by any of them, nor by any of the people for whom the parties are responsible.

XII. **Place of performance, jurisdiction of the courts.**

For the interpretation and application of this agreement the Polish law shall be applicable. Any dispute arising under this Agreement will be dealt with by the ordinary courts competent for the seat of ART Company.