

## **GENERAL TERMS OF SALE**

### **Non-oriented polypropylene film VERCAST**

Edition 2EN/2020

#### **I. Application**

General Terms of Sale hereinafter referred to as GTS, are applied to commercial transactions concerning goods sale and service delivery, constituting the objective of Veroni Sp. z o.o. trade and production activity hereinafter referred to as Seller, to the buyers hereinafter referred to as Purchasers.

The sale is finalized on terms accepted by both parties (price, payment forms, delivery date).

#### **II. Offer**

If the Seller does not give other information, the offer is valid 30 (thirty) days from the date of its introduction to the Purchaser. The offer does not constitute an obligation to sell, it is only a proposition for the Purchaser.

#### **III. Orders**

1. The order must be placed in writing and it must include information as follows: the type of the product, its quantity, the expected date of delivery, and other potential requirements of the Purchaser concerning the transaction.
2. The Seller confirms the order in writing. The Seller has the right to take an order with objections, and is obliged to present those objections to the Purchaser immediately. The order confirmed by the seller in writing is treated as a sale and purchase agreement.
3. Taking and confirming an order does not oblige the Seller to its accomplishing in case of circumstances for which the Seller is not responsible, yet influencing the process of the realization (e.g. raw material supply, the machine park malfunction, third party or force majeure influence).

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Kapitał Zakładowy / Initial Capital: 10.000.000 PLN

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4. Taking, confirming, and further realisation of an order might not be possible if the Purchaser has overdue payments, or the sum of the commitment exceeds the amount of the trade credit granted by the Seller.

5. The Seller might demand an advance from the Purchaser if the order concerns non-standard products (not listed in the Company's offer), or in any other cases when the Seller considers it necessary to increase the safety of the transaction. The advance settlement takes place at the goods delivery, unless the parties decide differently. If the delivery will not be collected by the Purchaser, the advance will be kept by the Seller by way of contractual penalty.

#### **IV. Payment conditions and prices**

1. Current prices are introduced in the commercial offer, and are applied unless changed after negotiations between the Purchaser and the Seller.

2. Final price of the particular product or service is specified in a written confirmation of an order given by the Seller to the Purchaser. The prices are always the net prices.

3. The payment shall be accomplished without delay and to the account given by the Seller on an invoice.

4. In case of not settling the payment on time the Seller reserves the right to suspending the realisation of next orders until the payment is settled.

5. If the overdue payment exceeds the period of one month the Seller has the right to:

- renounce the agreement by holding the delivery,
- demand from the Purchaser a contractual penalty (30% of the net amount for the goods which were not collected, or for the service previously ordered by the Purchaser),
- charge the Purchaser for storing the goods in the Seller's warehouse (the expenses will be calculated from the day of prearranged delivery date).

6. The day of payment settlement is the day of posting the payment on the account of the Seller. The Seller reserves the right to claim statutory interest from the Purchaser in case of delaying the payments. If the Seller considers it justified, the payment for the goods (or its

part), or another payment guarantee may be required from the Purchaser before the realisation of an order.

7. Declaring other claims or making remarks by the Purchaser, and the period of time in which they are dealt with, shall not influence the date of payment or other commitments to the Seller e.g. collecting the goods.

8. In case of unexpected expenses such as e.g. increase in the price of raw materials (over 3%), increase in public-law charges, exchange rate changes, the Seller has the right to change the price for the goods accordingly, even if it was not determined earlier in the agreement, on condition that the Purchaser is informed about the change and the final costs.

## **V. Deliveries and deadlines**

1. Deliveries are realised on the basis of EXW or DAP (based on Incoterms 2010). The responsibility for the goods passes to the Purchaser after the goods are delivered by the carrier. If the Purchaser collects the goods with their own transportation the responsibility for the goods is on the Purchaser once the goods are given out from the warehouse to the Purchaser.

2. The delivered goods correspond to the order made by the Purchaser, are packed according to Technical Condition and enabling safe transportation and usage (if not determined otherwise). Technical Conditions are available at [www.veroni-pak.com.pl](http://www.veroni-pak.com.pl) or provided to the Purchaser at their request.

3. Additional costs of insurance for transportation, if preferred by the Purchaser, are borne by the Purchaser.

4. The Purchaser is obliged to control the goods once they are delivered to their destination. Quantity and condition, as well as accordance with the order should be the matter of control and the fact of the delivery inspection is noted on the freight bill or the loading list issued by the Seller. Any objections should be written on one of the above mentioned documents. Lack of written remarks will be considered as a confirmation that the goods were delivered properly, intact, and in the quantity as ordered.

5. If there is no possibility to verify the loading precisely at the delivery, the control should limit to verification of such elements as the freight bill, labels, and the condition of packaging. The detailed control of the delivered goods should be carried out during unpacking, before further manufacturing.
6. Any discrepancies or claims resulting from defects of the goods will be dealt with by the Seller provided that the Purchaser follows the above instructions.
7. The Seller is not liable for damages or infringements arisen beyond his control.
8. If the Seller cannot meet the confirmed deadline, the Purchaser should be informed about the situation immediately, and the expected date of delivery (either the whole order or its part) should be introduced by the Seller.
9. If the delay results in losses for the Purchaser, they have the right of withdrawal. If the delay concerns a part of the order, the Purchaser has the right to resign from realisation of that part.
10. If the delivery delays due to circumstances beyond the Seller's control, then according to General Terms of Sale, the Seller can postpone the date of delivery and does not bear the responsibility for the consequences of that situation.
11. If an order was confirmed in accordance with EXW terms, the ordered goods have to be collected within 7 calendar days counted from the date of confirmation that the goods are ready to collect.
12. If the Purchaser fails to collect the ordered goods within 7 days from the confirmed date, the Seller has the right to send the goods via chosen carrier, and the Purchaser will be charged with the costs of the shipment.
13. Collecting/sending the goods from the Seller's warehouse takes place from Monday to Friday from 8a.m. to 4p.m.. Possibility of collecting/sending the goods at any other time requires negotiations between the Parties.

## **VI. Guarantee, complaints, and responsibility**

1. The assured technical and quality parameters of products are included in 'Catalogue Cards' and 'Technical Conditions' which are available on [www.veroni-pak.com.pl](http://www.veroni-pak.com.pl) or can be introduced to Clients if needed.
2. The Seller provides guarantees for particular parameters of films according to the rules described in 'Technical Conditions'.
3. The Purchaser loses the rights to any claims if the rules concerning storage and processing included in TC are not respected.

## **VII. Claims**

1. Complaints should be reported to the Seller in writing on the Claim Form (att. 1), also available on [www.veroni-pak.com.pl](http://www.veroni-pak.com.pl) (Claim Form CPP Film), or provided by the Seller on demand. The notification of claim must contain the quantity of the faulty product, its batch number, and the detailed description of the defect. Lack of such information, or reporting claims after expiry of the warranty period will result in rejecting the claim.
2. Mechanical damages of goods arisen during transportation should be reported as soon as noticed. Considering claims in this respect will be possible only after introducing the Discrepancy Report signed by the Purchaser and the Carrier, as well as including photographs of the damages.
3. Until the claim is considered, the reported goods should be stored according to the rules given in TC and secured against damages. The goods damaged during considering the claim are not subject to further process of complaint.
4. The goods cannot be returned unless the Seller gives a written permission.

### **VIII. Responsibility**

1. In case of the film defects, the Seller bears the responsibility for the value of the claimed product which was not processed.
2. In case of latent defects affecting further processing (e.g. printing, sealing, lamination, or others) the Purchaser is obliged to cease the processing and to inform the Seller about the situation in writing. The Seller bears the financial liability for maximum 3 reels, although not more than 500 (five hundred) kg.
3. The Seller might demand a sample of the claimed product in order to perform laboratory tests. Refusal to deliver the samples might be tantamount to the end of the complaint procedure.
4. Reported complaints are handled without delay, within not more than 14 (fourteen) days from the date of receiving the complete Claim Form (see section VII.1) as well as required samples of the claimed product (if the Seller considers it necessary) and the end of preliminary procedure (e.g. a visit of the Seller in the manufacturing plant of the Purchaser – if necessary).
5. In case of rejecting the complaint, the Purchaser may depute tests of the claimed product on their own expense in an independent accredited laboratory.
6. Reporting claims does not release the Purchaser from the liability of settling the payment for the goods within the prescribed time limit.
7. In case of admitting the claim, the Purchaser has the right to exchange the faulty product in prearranged time, or to return the goods to the Seller and demand a refund. If there is no possibility to deliver goods free from defects to the Purchaser, or associated costs are disproportionately high, the Seller might return the costs to the Purchaser without the necessity of returning the previously bought products.

8. The seller does not bear the responsibility for the defects of manufactured goods, e.g. printed, laminated, or perforated packaging, and others which do not result from defects of the goods bought by the Purchaser from the Seller.

9. Responsibility for damages arisen during transportation by rented shipping company lies with that company.

10. If the Purchaser collects the goods with their own means of transport (EXW), the responsibility for any damages arisen during the transportation resulting from poor condition of the vehicle, or maladjustment of the vehicle to the type or the weight of the load (including damages of goods, the Seller's property, or damages to health of employees – of the Seller, the Purchaser, or the Carrier) lies with the Purchaser. The Seller's employees may refuse to load the vehicle which is not properly adjusted to the type or weight of the cargo. In such a case the Purchaser covers the expenses of potential repacking or reloading.

### **IX. Dispute settlement**

1. Any disputes which may result from concluding agreements, to which GTS are applied will be settled by court having jurisdiction over the Seller's main office, according to the Polish law.

2. Unless the Parties determine otherwise (with separate agreement) GTS are applied to each commercial transaction under which the Seller sells the goods and the Purchaser buys those goods. The Seller shall make the GTS easily available for the Purchaser, and the Purchaser shall peruse the contents of GTS carefully.

## X. Other provisions

1. Both the Seller and the Purchaser are obliged not to reveal any trade, economic, or technical information concerning the Parties to third party.
2. Sharing marketing data included in publications, press articles, or using the Company's trade mark requires prior consent of the Seller in writing.
3. The above regulations shall be allowed to depart from in case of any circumstances affecting realization of agreements or commercial transactions - the circumstances such as e.g. force majeure, employees conflicts, or others, which are beyond the Seller's control, or those which the Seller cannot influence directly such as military mobilization, fire, currency restrictions, embargo, strikes, or delays caused by carriers. The Seller does not also bear the responsibility for moves, or behaviour of the Purchaser, or their agents, which may cause difficulties in realizing agreements or commercial transactions, or due to which the realization is impossible.
4. If due to the above mentioned circumstances it is impossible to accomplish a transaction or to realize an agreement in previously defined time, both of the Parties may withdraw at the point of facing the difficulties.

Att.1 – Claim form

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.....  
City/Town

.....  
Date

.....  
The Client's Name

.....  
Phone number and e-mail-address

## NOTIFICATION OF CLAIM – CPP FILM

The Product Name	Width	Thickness	The Reel Number	Quantity of Kilograms
<b>The Number of Invoice:</b>				
<b>Shipping Note No.:</b>				
<b>Precise description of the defect – please, give as specific information concerning the product as possible</b>				
- type of the defect:				
- time and circumstances of detecting the defect:				
<b>The Client's Claim:</b>				
1) exchange of the product for the faultless one				
2) ..... % discount				
3) return of the product without exchange				
4) others				
<b>If possible, please attach photographs of the faulty product and its labels</b>				

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