VERONI sp. z o.o.
Towarzystwa Jaszczurczego 9
87-200 Wąbrzeźno, Polska / Poland
NIP [VAT-ID]: PL8781805285

www.veroni.com.pl; www.veroni-pak.com.pl

GENERAL TERMS OF SALE
STRAPPING BANDS

Edition 4EN/2026

I. Application

1. 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.

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.

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).

4. Taking, confirming, and further realisation of an order may 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. The advance settlement takes place at the delivery, unless the parties decide differently. If the goods are not collected by the Purchaser, the advance is 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. Any other arrangements concerning the prices must be submitted in writing.

2. 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.

V. Deliveries and deadlines

1. Deliveries are realised on the basis of FCA or DAP (based on Incoterms 2020). 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. Additional costs of insurance for transportation, if preferred by the Purchaser, are borne by the Purchaser.

3. 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.

4. Any claims resulting from defects of the goods will be dealt with by the Seller provided that the Purchaser follows the above instructions.

5. The Seller is not liable for damages or infringements arisen beyond his control.

6. 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.

7. 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.

8. 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.

9. 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. Guarantees

1. The technical and quality parameters of the products are available on the website www.veroni-pak.com.pl and in the offers sent to customers.

2. The requirements of proper managing and storing the product are defined in the Technical documentation PP Bands (att. 1) and PET Bands (att. 2). The Purchaser loses the rights to any claims if the rules concerning storage and processing are not respected.

VII. Complaints

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1. Complaints should be reported to the Seller in writing on the Complaint Form (att. 3), also available on www.veroni-pak.com.pl or provided by the Seller on demand. The complaint must contain all information concerning the delivery including the data printed on the labels of the claimed coils. It is also required to give the number of the claimed coils and detailed description of the defect. Lack of such information, insufficient information, or reporting claims after expiry of the warranty period will result in rejecting the complaint.

2. Reporting complaints does not release the Purchaser from the liability of settling the payment for the goods within the prescribed time limit.

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 Complaint 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. Until the complaint is considered, the reported goods should be stored according to the rules given in the Product Card and secured against damages. The goods damaged during considering the claim are not subject to further process of complaint.

6. The goods cannot be returned unless the Seller gives a written permission.

7. In case of admitting the complaint, 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. In case of rejecting the complaint, the Purchaser may depute tests of the claimed product on their own expense in an independent accredited laboratory. The samples then should be

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taken in the presence of a Representative of the Seller. Tests carried out on samples taken without the participation of the Representative will be considered as unreliable.

9. Mechanical damages of goods arisen during transportation should be reported as soon as noticed. Considering complaints 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.

VIII. Responsibility

1. In case of the defects of products, the Seller bears the responsibility for the value of the claimed product which was not processed/used. The refund equals the price paid by the Purchaser for the claimed product.

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

3. If the Purchaser collects the goods with their own means of transport (FCA, CIF), 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. 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.

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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. 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.

Attachments:

1 – Technical documentation PP Bands
2 – Technical documentation PET Bands
3 – Complaint Form Bands

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