

GENERAL CONDITIONS OF SALE TMR PLASTICS SP. Z O.O.

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sale (the "Terms and Conditions") set out the rules for concluding contracts for the sale of goods and services TMR Plastics limited liability company based in Bydgoszcz, KRS: 143845 ("TMR Plastics") and are binding on both parties in the sale of TMR Plastics, unless that the content of the TMR Plastics contract or offer provides otherwise.
- 1.2. The Buyer within the meaning of these Terms is the entity that has placed an order for TMR Plastics for goods or services in TMR Plastics' offer.
- 1.3. The Buyer agrees to the priority of applying the provisions of these Terms and Conditions to his own general terms and conditions of contracts, contract templates, regulations, instructions and other normative acts applicable to him. The Buyer agrees to the use of the Terms and Conditions as an integral and binding part of the order.
- 1.4. Withdrawal by TMR Plastics from the application of certain provisions of these Terms and Conditions is binding only in relation to a specific order and may not be treated by the Buyer as binding for other orders processed by TMR Plastics.
- 1.5. If an individual provisions of the Terms are or will be invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions. In place of invalid or ineffective provisions, the provisions of Polish Civil Code, which are as close as possible to the assumptions of the Terms, shall apply.
- 1.6. All additional requirements that are not specified in the contract, offer or general conditions are implemented at the Buyer's expense.

2. CHANGES TO CONTRACT TERMS AND PRICES

- 2.1. The provisions of these Terms and Conditions can be changed by posting their current content on the website www.tmr.com.pl. Amendments to the Terms and Conditions shall enter into force within 7 days from the date of posting the amended Terms and Conditions on the website, unless the change notice introduces a longer period. Unless the change message states otherwise, the changes have an effect on existing and new orders.
- 2.2. TMR Plastics submits price offers to Buyers during the period mentioned in the offer. During the offer period, prices may change as a result of price movements regarding raw materials, energy or other factors of importance from the point of view of cost of production.
- 2.3. In the event of a price change, TMR Plastics is obliged to inform the Buyer immediately.

3. DESIGNS AND SAMPLES

- 3.1. Templates provided by TMR Plastics serve as a reference to check compliance of delivered goods while maintaining appropriate tolerances.
- 3.2. Color templates are used to determine the required color of details with a tolerance on the LaB scale $\Delta e = 3$, unless specific conditions provide otherwise.

4. ORDERS

- 4.1. All orders to TMR Plastics must be in writing - fax, email, letter sent to the TMR Plastics employee, and TMR Plastics confirms them in the same form.
- 4.2. The lack of immediate confirmation by TMR Plastics of accepting the Buyer's order, with which TMR Plastics is in permanent economic relations, shall not be deemed to accept the order.
- 4.3. All price lists, catalogs, photos, advertising folders, order forms, arrangements of the Parties as well as other documents or promotional materials published by TMR Plastics, as well as all correspondence from before the date of sending the offer by TMR Plastics, are for information only and constitute an invitation to conclude a contract within the meaning of art. 71 of the Civil Code, and may become binding on TMR Plastics only after written confirmation of the order for implementation.
- 4.4. During the execution of the order by TMR Plastics, the Buyer is not entitled to unilaterally change the content of the order.
- 4.5. If, in the period between the conclusion of the contract and the date of its performance, the costs constituting the basis for the price increase significantly (e.g. prices of materials, raw materials, production costs, public law liabilities), then TMR Plastics is entitled to increase the price or withdraw from the contract without risking liability for damages towards the Buyer.
- 4.6. The Buyer is responsible for the accuracy and correctness of the data provided in the order or in the documents attached to the order. The Buyer has no right to refuse to accept the Goods delivered in accordance with his own order.
- 4.7. TMR Plastics reserves the right to make constructional changes, technical data and design of the ordered Goods during the delivery period, resulting from modernization and technical progress, with the proviso that such changes will not cause basic changes to the ordered Goods such as technical properties or functions.

5. REALISATION OF ORDERS

- 5.1. TMR Plastics executes the orders within 21 business days, unless the offer or contract provides for a different delivery date.
- 5.2. TMR Plastics is committed to the utmost diligence in realisation of orders on time. In case of delay TMR Plastics informs the Buyer about this fact, gives the reason for the delay and the approximate delivery time.
- 5.3. If required by the Buyer's interest, TMR Plastics can fulfill the order in parts.
- 5.4. In case TMR Plastics provides for use of returnable packaging in shipments for the Buyer, the Buyer is strictly obliged to follow the schedule of returns of these returnable packaging prepared by TMR Plastics. In case of a delay in return of packaging by the Buyer, TMR Plastics is released from the obligation to deliver the goods in a timely manner until receipt of returnable packaging that was not returned according to the schedule.
- 5.5. TMR Plastics is not responsible for any losses, damages or costs (direct or indirect) arising from the Buyer's claims for errors in delivery or its delays, caused by the operation of the shipping company.
- 5.6. All benefits and burdens associated with the goods and the risk of their accidental loss or damage pass to the Buyer when the goods are released from the warehouse.
- 5.7. The Buyer is obliged to immediately check the goods delivered if they are in compliance with the order, i.e. in particular: the condition of the shipment, as well as the quality, quantity and assortment of the delivered goods, and to immediately (i.e. up to 5 working days at the latest) notify the carrier and TMR Plastics on any incompliance by drawing up a non-compliance report.

6. FORCE MAJEURE

6.1. Force majeure applies to any unforeseeable circumstances that may arise and disturb proper performance of the orders, in particular, shortages of raw materials or energy, transport difficulties or other random accidents (e.g. strikes, plant and equipment breakdowns, accidents, local or national hazards, trade disputes, floods, fires, epidemics, earthquakes, etc.). In the event of Force Majeure, TMR Plastics released of the liability on account of failure to perform or of improper performance of the agreement/orders. In such a case TMR Plastics is obliged to notify the Buyer of any of such problems.

7. DELIVERY OF GOODS

- 7.1. Unless the parties agree otherwise, the goods shall be collected from TMR Plastics warehouse.
- 7.2. The party collecting the goods from the TMR Plastics warehouse or from a shipping company shall receive a delivery document with marked data on the type and quantity of collected goods, as well as the number of packages in the shipment. By signing the document, he confirms receipt of an appropriate number of packages of goods without visible external defects.
- 7.3. In case of deliveries organized by TMR Plastics, the Buyer decides how to deliver the goods. The Buyer is responsible for checking the condition of the consignment while collecting it from the shipping company. If the condition of the consignment raises any doubts, the Buyer is obliged to make an appropriate entry on the transport document.
- 7.4. When TMR Plastics delivers the goods to the Buyer, TMR Plastics has the right to round the ordered quantity to full parcels, and to change the quantity of the goods to a small extent.
- 7.5. The goods shall be deemed delivered at the moment the goods (with characteristics and parameters specified in the order) are handed over to the Buyer or carrier (if the goods are to be delivered through a shipping company), or - in the case of unjustified evasion by the Buyer to collect the goods - when collection has become possible.
- 7.6. TMR Plastics shall not be liable for any loss, damage or costs (direct or indirect) resulting from claims of the Buyer for delivery errors or delays caused by the shipping company.
- 7.7. All benefits and burdens associated with the goods and the danger of their accidental loss or damage shall pass to the purchaser upon release from the warehouse.
- 7.8. The Buyer is obliged to check the conformity of the delivered goods with the order, i.e. in particular: the condition of the consignment, as well as the quality, quantity and assortment of the delivered goods, and immediately (i.e. within 5 working days at the latest) raise objections to the carrier and TMR Plastics, drawing up a protocol of nonconformity in this respect.

8. MANUFACTURER'S RECOMMENDATIONS FOR HANDLING THE GOODS

- 8.1. For storage purposes, all parts supplied by TMR Plastics shall be closed in their original packaging. The storage conditions should be such that the outer packaging is not damaged.
- 8.2. In order to shorten the storage period of the goods, the Buyer shall apply the FIFO storage rule ("first in - first out").
- 8.3. If the packaging contains detailed instructions on how to handle the goods, the Buyer shall strictly follow them.

9. COMPLAINTS

- 9.1. If requested, TMR Plastics provides a quality guarantee for the period specified in the order and TMR Plastics' confirmation of acceptance of the order for the period not longer than 6 months from the date of receipt of goods by the Buyer.

- 9.2. Visible defects in packaging with details shall be reported immediately upon receipt of the goods. In case of receipt from a forwarding company they should be described on the shipping document. Defects that become apparent at a later date may be reported within 5 days from their notice. The existence of a defect should be stated in writing.
- 9.3. All complaints must be made in writing and contain the following data: date of sale, symbol of detail, quantity of goods complained about, description of discrepancies.
- 9.4. The complaint letter must be accompanied by samples of the claimed details. Samples can be sent by the Buyer or left at the disposal of TMR Plastics representative.
- 9.5. The complaint can be accepted only if the goods have been used in accordance with its intended purpose and manufacturer's recommendations for handling the goods have been followed.
- 9.6. If the Buyer claims that the delivered goods are defective and cannot be used, and therefore requests that the goods be replaced, the Buyer is obliged to deliver the goods to TMR Plastics' warehouse at the Buyer's cost and expense.
- 9.7. The complaint does not release the Buyer from the obligation to pay for the purchased goods.
- 9.8. In the case of purchase of goods with a reduced value, the Buyer is not entitled to a complaint.

10. LIABILITY

- 10.1. The liability of TMR Plastics under the warranty of physical defects of the goods is hereby excluded.
- 10.2. TMR Plastics shall not be liable in any way for any lost profits, indirect damages or costs incurred by the Buyer as a result of any shutdown of the Buyer's production process due to defects in the goods.
- 10.3. TMR Plastics' liability is excluded in the event of force majeure or other circumstances beyond TMR Plastics' control.
- 10.4. The Buyer shall be responsible for the applicability and effects of the use of goods supplied by TMR Plastics in the Buyer's specific construction solutions, even if TMR Plastics was involved as an advisor or consultant in the preparation of the Buyer's construction and final product.
- 10.5. In case of withdrawal from the order by the Buyer for reasons attributed to TMR Plastics, the Buyer shall pay to TMR Plastics a contractual penalty in the amount of 20% of the order value within 7 calendar days from the withdrawal from the order. Payment of the contractual penalty does not release the Buyer from the liability for the actual costs that arose due to the withdrawal from the order.

11. PAYMENT

- 11.1. If the Buyer is in arrears with any payment for any amount due to TMR Plastics, TMR Plastics has the right to withhold deliveries to the Buyer until the outstanding amount is paid. In addition, TMR Plastics may also withdraw from the contract with immediate effect within 30 days from the date on which payment is delayed by more than 7 days. In this situation, all obligations of the Buyer to TMR Plastics become immediately due and payable on the date of withdrawal by TMR Plastics.
- 11.2. TMR Plastics may do the same if it has reasonable grounds to suspect a deterioration in the Buyer's financial situation and solvency.

12. OWNERSHIP OF THE GOODS

- 12.1. The goods shall remain the property of TMR Plastics until the Buyer pays the full price to TMR Plastics.
- 12.2. If the Buyer is in arrears with any payment for the goods delivered, TMR Plastics shall have the right to demand immediate return of the goods.

13. FINAL PROVISIONS

- 13.1. TMR Plastics is entitled to store and process Buyer data for its own marketing purposes.
- 13.2. The assignment of claims due to a Buyer from TMR Plastics is only permitted with the prior written consent of TMR Plastics.
- 13.3. The law applicable to these Terms and Conditions is Polish law.
- 13.4. The court having jurisdiction over disputes arising from the application of these Terms and Conditions is the court having jurisdiction over TMR Plastics' registered office.
- 13.5. By accepting these Terms and Conditions, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf in Poland and abroad, in connection with the performance of contracts for the sale of goods offered by TMR Plastics.
- 13.6. These Terms and Conditions shall enter into force on 05.10.2020.