

I. Application

1. These General Terms and Conditions for the Sale of Regranulate, hereinafter referred to as "GTS", regulate the rules for its conclusion and implementation of contracts for the sale of goods by RESOURCE POLSKA SP. Z O.O., Al. Jerozolimskie 81, 02-001 Warszawa, hereinafter referred to as RESOURCE POLAND, to other entities who make a purchase for the purpose related to their business activity (i.e. Not as a consumer in the meaning of Art. 384 § 3 of the Polish Civil Code), hereinafter referred to as the "BUYER".
2. GTCS constitute an integral part of contracts for the sale of goods and provision of services concluded between RESOURCE POLAND and the BUYER.
3. Modification or exclusion of individual provisions of the GSC may only be made in writing with the consent of RESOURCE POLAND under rigor of nullity.
4. In case of discrepancies between the content of the GTCS and the content of the agreement between parties, it shall apply provisions of the agreement.
5. If there is a standard template on the BUYER side, the provisions contained therein shall only apply when they are not inconsistent with the GTCS.

6. If any provision of the GSC violates a generally applicable law provision, it does not exclude its application of its other legal provisions.

7. The GTCS is available to the knowledge of the BUYER on the website www.resource-polska.pl

8. If the buyer has permanent trade relations with RESOURCE POLAND, his acceptance of GTC with one order is considered as their acceptance for all other orders and contracts, unless the content of the GTS is changed. Then RESOURCE POLAND will inform the BUYER about the changes and will deliver to him the revised version of the GTC.

II. Subject of the contract

1. The subject of the contract is a specific, individual product indicated in the order or sales contract, which the BUYER undertook to purchase or will purchase.

2. There is a tolerance in terms of dimensions, weight and other parameters generally in this industry applicable standards for particular types of products, provided that, unless the parties have agreed otherwise, the permissible tolerance will not be greater than +/- 1%.

3. RESOURCE POLAND reserves the right to change the specification of the products indicated in

the order or in a sales contract aimed at improving the products offered. In case of changes RESOURCE POLAND declares that the products changed by it or its contractors will have the same suitability, functionality and application as the products described in the order or the sales contract.

III. Orders

1. Unless RESOURCE POLAND stipulated otherwise, the sales offer submitted to the BUYER by RESOURCE POLAND is valid for 14 days from the date of its dispatch.

2. Any proposal, prospectus or other offer bind RESOURCE POLAND in the meaning of the provisions of the Polish Civil Code.

3. The order sent to RESOURCE POLAND by the BUYER must contain detailed information about the ordered product to the extent necessary for its identification and data regarding the desired by The BUYER'S terms of the contract.

4. The contract is concluded by submitting a written order by the BUYER and its acceptance by RESOURCE POLAND. The order is considered as accepted at the time of submitting the ORDER confirmation to the BUYER by means of:

- electronic correspondence

- telephone.

5. Submitt of an order do not bind RESOURCE POLAND, when there will be no reply to the BUYER.

6. When placing an order, the BUYER shall provide RESOURCE POLAND with his detailed data, upon request RESOURCE POLAND, copies of the following documents:

- a current copy of the National Court Register or CEIDG

- NIP (tax identification number)

- REGON

7. RESOURCE POLAND reserves the right to request from the BUYER - prior to implementation orders - establishing for RESOURCE POLAND the necessary security for payments in the form of:

- bank guarantee,

- documentary letter of credit,

- insurance policy,

- assignment of receivables,

- promissory note with the clause "without protest",

- sureties of third parties (within the meaning of the Polish Civil Code),

- cooperation with the other company regarding the possibility of joining the cooperation.

8. If RESOURCE POLAND accepts an order, the BUYER is bound with the content of these order, unless he immediately presents his comments, if any exists. Submitting comments is considered as placing a new order.

9. The fact of accepting an order shall not bind RESOURCE POLAND in a situation where for reasons beyond its control (due to force majeure, the behavior of the BUYER or third parties) the delivery and sale of the goods is impossible or excessively difficult. RESOURCE POLAND informs the BUYER about such fact.

10. When the BUYER orders non-standard goods, payment is required in advance, unless the parties agree otherwise.

IV. Price and payment terms

1. The BUYER shall pay the price for goods specified by RESOURCE POLAND in the order confirmation or indicated in the contract. Unless otherwise agreed, the price is based on the prices of goods and services of the day of accepting the order or signing the sales contract.

2. Unless the parties have agreed otherwise, all prices provided by RESOURCE POLAND are net prices

(excluding VAT and other public law fees, if applicable).

3. If the prices are expressed in a currency other than PLN, the invoice price will be the PLN equivalent of the currency given by the selling rate announced by the National Bank of Poland on the day preceding the invoice.

4. The payment will be made on the date indicated on the invoice to the bank account of RESOURCE POLAND. The day of payment will be the day when the funds are credited to the RESOURCE POLAND account.

5. In the event of a delay in payment, RESOURCE POLAND has the right to charge interest for the delay in statutory amount.

6. The parties exclude the possibility of mutual offsetting any claims in relation to the claims resulting from legal relationships to which these GTCS apply.

7. If the Buyer is in default of payment of the price or its part, RESOURCE POLAND has the right to suspend the delivery until the BUYER pays the price or its part. If RESOURCE POLAND and the BUYER have concluded other contracts for the sale or delivery of products, RESOURCE POLAND has

the right to suspend any deliveries to the BUYER. Deliveries will be resumed only when the BUYER pays all liabilities to RESOURCE POLAND. In such case, RESOURCE POLAND is not responsible for damage resulting from the suspension of the delivery of products, in particular, for all kinds of indirect losses, lost profits as well as any losses of financial nature. Suspension of deliveries for reasons attributable to the BUYER may not affect on contract with the BUYER.

8. In case that the BUYER is in default of payment of the price or its part for more than 45 days, RESOURCE POLAND has the right to submit a declaration of withdrawal from the contract. In this case, RESOURCE POLAND keeps the advance payment.

9. RESOURCE POLAND reserves the ownership of the ordered products until the payment of the entire price.

10. If the BUYER fails to collect the goods for reasons not attributable to RESOURCE POLAND, the price and other charges must nevertheless be paid as if the goods had been handed over in accordance with the order.

11. Submission any comments or complaints by the BUYER and their consideration do not suspends the running of the payment deadline.

V. Terms of delivery, fulfill of the contract

1. RESOURCE POLAND undertakes only the delivery of goods to the BUYER upon agreement of the parties and the transfer of ownership of the goods to the BUYER after receiving the payment from the BUYER. Different provisions may be adopted by the parties only by written agreement.

2. The goods are released at the premises of RESOURCE POLAND at the time of personal collection or delivery the goods to the carrier. The parties may set a different place and time for the release of the product by applying the rules of commerce INCOTERMS 2010 or otherwise as agreed in writing by the parties.

3. The risk of permanent loss or damage to the goods shall be transferred from RESOURCE POLAND to the BUYER upon delivery the goods on EXW Incoterm at the time of their release to the carrier, regardless of who bears the transport costs.

4. The BUYER bears the costs of collecting and transporting the goods from the warehouse, unless the parties decided otherwise.
5. If the parties have not agreed the details of the quality of the goods, it is presumed that goods should be delivered of a quality corresponding to the average requirements for a given species and type of the goods.
6. In case that the parties have not agreed the details of the packaging of the goods, it is presumed that goods should be packed according to applicable regulations and standards in the company RESOURCE POLAND or in the companies of its suppliers.
7. The cost of the packaging requested by the BUYER, other than specified in point 6., charges the BUYER based on the price of RESOURCE POLAND'S own costs.
8. The cost of the security or insurance of the goods requested by the BUYER shall charge The BUYER.
9. The BUYER is obliged to check the received product, in particular its quality, quantity and assortment immediately after delivery and make the appropriate annotation on the CMR document or

other proof of issue, and immediately report it to the carrier and RESOURCE POLAND. Accepting the goods without examining them or not submitting objections immediately after examining the goods will be considered as correct delivery, with the correct quantity, correct characteristics and properties of the goods.

10. In case of late payment for the goods, the ordering party loses the right to claim complaints.

11. If, due to the nature of the packaging or any other reason, the immediate inspection of the delivered goods is impossible, the inspection upon receipt should include at least a CMR, number and condition of packages, data on the marking of goods on the outside of the package and damage visible from the outside. As soon as it becomes objectively possible, but at the latest at unpacking the goods (before they are used) should be carried out in a detailed and complete manner goods control.

12. Under threat of losing the right to pursue any claims to RESOURCE POLAND for deficiencies in the quantity or non-compliance of the delivered goods with the order - the BUYER is obliged to complete formalities, in particular, report to

RESOURCE POLAND identified irregularities as soon as they are discovered.

VI. Delays in the release of goods

1. RESOURCE POLAND shall be responsible for any failure in delivery deadlines resulting from its sole fault.

2. RESOURCE POLAND, in particular, is not responsible for any failure in delivery deadlines when it was a result of circumstances beyond its control.

3. In case of an event caused by force majeure, RESOURCE POLAND is exempt from responsibility for the delivery of the goods ordered by the BUYER until the cause ceases to exist. In this case, each party has the right to exercise its own obligations under the contract over a longer, reasonable period. However, when the actions of force majeure will not cease after 60 days, each party will have the right to withdraw from the contract without the right for compensation, upon written notification to the other party.

4. In case that the party becomes aware that it will not be able to fulfill the agreed contract deadline, should immediately inform the other party, providing at the same time another estimated deadline for fulfilling the obligations.

5. If the delivery date is postponed due to circumstances for which RESOURCE POLAND is not responsible, RESOURCE POLAND may postpone subsequent deliveries in a proportionate manner and is not responsible for the consequences of such action.

6. The BUYER may withdraw from the contract only if the Seller's delay was serious (i.e. longer than 60 days). If the buyer does not immediately exercise his right to withdraw from the contract, the delivery date indicated in the notice of delay sent by RESOURCE POLAND should be considered as new delivery date.

VII. Responsibilities

1. RESOURCE POLAND is liable to the BUYER on a warranty basis, unless the parties decided otherwise.

2. Any possible liability of RESOURCE POLAND related to the the contract, does not cover compensation for loss in expected benefits, profit, loss of production, loss of market reputation, etc.

3. RESOURCE POLAND shall not be liable for any damage caused by the goods (incl dangerous product) or in connection with its possession or use - except for liability resulting directly from mandatory provisions.

4. RESOURCE POLAND shall not be liable for damages resulting from non-performance or improper performance of the obligation, unless the damage was caused by the willful fault of RESOURCE POLAND. Especially RESOURCE POLAND is not responsible for the losses of BUYER benefits that he could have achieved if the damages not been done to him.

5. RESOURCE POLAND shall not be liable towards third parties about products sold to the BUYER with claims that may be related to those sold to the BUYER.

6. In particular, RESOURCE POLAND is not responsible for the actions of third parties, incorrect use, use inconsistent with the intended use of the goods sold.

VIII. Confidentiality of Information

1. The Parties undertake to keep secret and not to disclose to third parties information about the terms and conditions concluded in contracts and all data about the enterprise obtained during negotiations, conclusion and performance of the contract to which the GSC applies, on the terms of the Act on Combating Unfair competition, without the prior consent of the other Party expressed in writing.

2. The use of data and information specified in point 1 for purposes other than for implementation the contract, as well as their publication, is not allowed without the prior written consent of the other party.

3. The obligation specified above does not apply to publicly known information and the provision of information on court, public prosecutor's office, tax authorities or control authorities as well as requests resulting from duties information to the extent provided for by the law on public trading in securities.

4. Both parties reserve the right to inform about the conclusion of the Agreement and the Subject of the Agreement.

IX. Jurisdiction of courts

1. In the event of a dispute arising out of the obligation relationship to which they apply Further provisions, the parties will first try to resolve the dispute amicably.

2. The court competent to settle any disputes will be the common court competent in Toruń.

3. The provisions of Polish law shall apply exclusively to the matters regulated in this contract.