

GENERAL TERMS AND CONDITIONS OF PURCHASE

Dipol Plastic Technology Sp. z o.o.

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General Provisions

§1

1. The General Terms and Conditions of Purchase (hereinafter referred to as GTCP) define the rules for purchasing goods by Dipol Plastic Technology Sp. z o.o. and form an integral part of the contract concluded with us.
2. In the event of a conflict between the provisions of the GTCP and the provisions of the order or contract, the provisions of the order or contract shall prevail.
3. The confirmation of the Purchase Order by the Supplier or their commencement of its execution is tantamount to the Supplier's acceptance of these General Terms and Conditions of Purchase unless otherwise specified in the Purchase Order.
4. The written form within the meaning of these GTCP is also preserved if scans of signed documents are sent by email. Oral statements are not binding on the Parties until confirmed in writing.

Definitions

§2

For the purposes of these GTCP, the following definitions are introduced:

- "Supplier" – any contractor of the Buyer delivering specified goods to the Buyer.
- "Buyer" – the purchaser of Goods – Dipol Plastic Technology Sp. z o.o.
- "Goods" – all tangible items such as raw materials, materials, products, or goods, including things and rights with commercial value available in the Supplier's offer.
- "Purchase Order" – the subject of the delivery agreement or the document ordering goods by the Buyer, addressed from the Buyer to the Supplier in electronic form.

Orders and Conditions of Contract Conclusion

§3

1. Only orders placed in written form are legally binding. The delivery of any goods to the Buyer must be the subject of a Purchase Order.
2. The Supplier is obliged to confirm the Purchase Order within 2 days from the date of its receipt in written form. In the absence of the Purchase Order confirmation delivered to the Buyer within the above-mentioned period, the Purchase Order submitted by the Buyer is considered accepted for execution and binding on both parties.
3. The Buyer does not accept products containing silicone in preservatives. The Supplier is obliged to determine the composition of the goods covered by the Purchase Order and notify the Buyer of the silicone content.
4. The contract is concluded by placing a Purchase Order containing the details of both Parties - the subject of the order, quantity, price, place, and delivery date along with the General Terms and Conditions of Purchase and possibly other provisions and the Purchase Order Confirmation.

Prices and Payment Terms

§4

1. The Supplier is obliged to send an offer with the current net purchase price. The VAT tax at the statutory rate shall be added to the net price.
2. The price includes all delivery costs of the goods to the location specified in the order, including all costs associated with it, in particular transport, including expedited or other special transport if required to meet the delivery deadline, and fees including public-law fees, unless otherwise agreed by the parties.
3. The invoicing documentation between the parties is an invoice issued by the Supplier no earlier than on the day of delivery of the goods to the Buyer under the conditions consistent with the Order.
4. Payment of the Supplier's dues will be made by the Buyer on terms previously agreed between the parties. Payment will be made by transfer to the Supplier's bank account indicated on the invoice/ pro forma invoice within the period specified in the order and/or contract.
5. The date of payment is the date of debiting the Buyer's bank account.
6. Invoices will be delivered along with the goods, by mail, or electronically to the email address invoice@plastictechnology.pl.
7. In the event of the need to correct the value or quantity of goods sold to the Buyer, the Supplier will issue an appropriate correction invoice and send it promptly to the Buyer.

Packaging and Shipment

§5

1. The Supplier is responsible for using packaging that guarantees the protection of the goods against damage during transport and storage. If specific requirements regarding packaging have not been established by Dipol Plastic Technology Sp. z o.o., the Supplier should propose and agree with the Buyer on their own Packaging and goods protection method.
2. Each package must be labeled with a tag that includes the name of the goods, quantity in the package, production date, and batch number. If collective Packaging is used, it should have an additional collective label indicating the number of pieces on the pallet.
3. The goods may be delivered on pallets with dimensions not exceeding:
 - pallet 800x1200x180
 - pallet 1000x1200x180
 - pallet 800x600x180 or if their size and ordered quantity allow, in other collective packages (e.g., wooden box, cardboard, etc.).

Delivery Conditions

§6

1. The delivery date is specified in the purchase order. The Supplier may ship the goods at a different date than specified in the order only with the Buyer's consent.
2. If the Supplier notices that the agreed delivery date cannot be met, they are obliged to notify the Buyer via email, providing the reason and the expected delay period.
3. The Supplier is obliged to include all required documents arising from legal and regulatory requirements of the respective country with the delivery, such as sales documents (WZ, FA), certificates, attestations, quality certificates, etc.
4. In the absence of the documents mentioned in §6 point 3, the Buyer cannot accept the goods and enter them into the system until the missing documents are completed by the Supplier.

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5. The Buyer has the right to return the goods at the Supplier's expense in the event of not receiving the required documents.
6. The Supplier is obliged to provide the Buyer's purchase order number on all shipping documents.

Complaints

§7

1. If the Goods delivered by the Supplier do not meet the requirements specified in the order/contract, especially if they have physical or legal defects, the Buyer has the right to withdraw from the contract or reduce the price.
2. In the event of delivery of defective products, the Buyer may demand:
 - replacement of the goods with defect-free products in the same quantity;
 - repair of the goods if possible;
 - reimbursement of costs of improvement/sorting of the goods carried out independently;
 - compensation for losses incurred due to the delay.
3. In the event of a complaint, the Parties shall jointly determine the course of action mentioned in §7 point 2.
4. The basis for complaints are detected quality defects of the goods and their packaging, quantity shortages, lack of required documents.

Environmental Protection. Hazardous Goods

§8

1. At the Buyer's request, the Supplier is obliged to promptly provide all environmental protection information related to the Goods, including the technological processes and materials from which the Goods are made.
2. The Buyer does not accept products containing silicone in preservatives.
3. When fulfilling the order, the Supplier is obliged to comply with national and international regulations regarding the delivery, packaging, labeling, and transport of hazardous goods. Hazardous goods should be appropriately labeled by the Supplier, including relevant inscriptions in Polish indicating the name of the hazardous material or component of the Goods and the existing or potential hazard. Hazardous goods should be accompanied by an instruction on procedures in case of emergencies, as well as information on their safe use.

Confidentiality

§9

The Parties agree that all information, specifications, and technologies disclosed in connection with the execution of the order will be treated as confidential and used solely for purposes related to the performance of the contract under penalty of liability for damages.

Final Provisions

§10

1. If individual provisions of these GTCP are or become wholly or partly legally ineffective or unenforceable or become ineffective or unenforceable at a later date, this does not affect the remaining provisions of the GTCP.
2. In matters not regulated by the GTCP, the provisions of the Civil Code shall apply.