



**General Terms and Conditions Comensal Sp. z o.o. with its registered office at ul. Wynalazek 2A/53, 02-677
Warsaw**

I. General provisions

1. These General Terms and Conditions of sale/supply/service provision apply to all agreements concluded on the basis of which Comensal Sp. z o.o. ul. Wynalazek 2A/53, 02-677 Warsaw, sells goods and/or provides services.

2. For the purposes of the General Terms and Conditions, the terms below shall mean as follows:

- Seller – Comensal Sp. z o.o., ul. Wynalazek 2A/53, 02-677 Warsaw;
- Buyer – entity purchasing goods and/or services (contracting party of Comensal Sp. z o.o. with its registered office at ul. Wynalazek 2A/53, 02-677 Warsaw.);
- GTC – these General Terms and Conditions of sale/supply/service provision agreements concluded by Comensal Sp. z o.o. ul. Wynalazek 2A/53, 02-677 Warsaw.

3. The provisions of the GTC may be amended only in writing otherwise the amendments being null and void. Any and all amendments shall be made available to customers and contracting parties on the www.comensal.eu website.

II. Agreement conclusion

1. The basis for concluding an individual agreement is the Buyer's purchase order placed in response to the current offer of the Seller. Purchase orders can be placed directly with the Sales Representative, via e-mail sent to zamowienia@comensal.com.pl, orders@comensal.com.pl, another address specified by the supervisor for the purpose of contract handling or through an electronic system designed for placing purchase orders. In the event of any change in the content of the offer or introduction of reservations to the same in the Buyer's purchase order, the agreement shall be concluded only upon confirmation by the Seller of acceptance of the purchase order with changes or reservations.

2. If the Buyer places a purchase order without a prior receipt of an offer (e.g. on the basis of an invitation to negotiate, etc.), the conclusion of the agreement requires confirmation of purchase order acceptance by the Seller and approval of its current terms and conditions.

3. If, for reasons not attributable to the Seller and concerning the manufacturer of goods, the Seller is not able to perform the agreement in whole or in part, they shall be entitled to withdraw from the agreement in whole or in part. The Seller shall not be liable for any damage that may result therefrom. The Buyer shall have the right to withdraw from the agreement in whole or in part upon prior notification to the Buyer.

4. If there is a personalized order, the Seller has the right to process orders no earlier than 6 weeks.

III. Ownership right

1. The Seller reserves that the ownership right to the goods sold shall pass to the Buyer only upon payment of the entire amount due to the Seller.

IV. Price

1. The price for the goods sold shall be specified each time in the offer, in the agreement with the customer or in the purchase order confirmation, according to the updates.

2. The Buyer shall be obliged to pay the gross price in the currency in which the price for the goods is specified by the Seller in the offer or purchase order confirmation. Acceptable currencies for settlement purposes are: Polish Zloty, American Dollar, Euro.

3. The Buyer undertakes to pay the price within the time limit specified in the offer, purchase order confirmation or, if the time limit was not specified there, in the VAT invoice issued by the Seller. The payment term shall be counted starting from the date of release of a given batch of the goods, unless other arrangements between the Seller and the Buyer apply. Payment shall be deemed to be made at the time of crediting the Seller's bank account.

4. If, after the conclusion of the agreement, there occur circumstances justifying an increase in the price of goods/services, such as an increase in customs duty, introduction of additional customs duties, introduction of other public and legal encumbrances, new legal regulations not taken into account and independent of the Seller, the Seller shall have the right to increase the price of goods/services unilaterally, indicating the reason for the increase. The increase may not be higher than the actual increase in price components and/or other process-related fees. The Buyer has the right not to accept the increase, in which case the purchase order shall be cancelled.

5. Prices offered by the Seller are net prices and the tax on goods and services shall be added according to the current regulations as applicable.

6. In case of delay of the Buyer with the payment of any receivables of the Seller, the Seller shall have the right to suspend the performance of the concluded agreements (also with the release of goods/performance of services) until the Buyer pays all due liabilities with interest. If the delay of any payment towards the Seller exceeds 14 days, the Seller shall have the right to withdraw from any individual agreement(s) binding on the parties without setting an additional deadline. The Seller shall not be liable for any damage resulting therefrom.

7. The Seller does not charge any fees for issuing copies of product certificates, unless special tests outside the Seller's Laboratory are required at the customer's request. In such a case, the costs of additional tests shall be borne by the Buyer.

8. Acceptable payment methods are: transfer to the Seller's account, prepayment, cash on delivery. If the Seller has granted the Buyer a trade credit (deferred payment), the Seller may change or withdraw it at any time. In the absence of a free limit, the Seller has the right to withhold the release of goods/service provision until the payment of arrears and renewal of the Buyer's Trade Credit, upon prior notification to the Buyer of the decision.

9. If the payment of the price was to be made in the form of a prepayment or the Buyer was to make an advance payment, in the event of delay of the Buyer with the payment, the Seller shall have the right to suspend dispatch or preparations to the ordered goods production or withdraw from the agreement in whole or in part without additional notice.

V. Receipt and delivery of goods and their characteristics

1. The Buyer undertakes to examine the goods very carefully at the time of their receipt in terms of quantity, compliance with the technical specifications set forth in the agreement and for any apparent defects. The attached sales documentation shall also be checked. After verification of the goods, a document confirming their release shall be signed. Signing the document of release by the person collecting the goods is tantamount to stating the compliance of the indicated parameters with the agreement and the absence of defects that could be detected during careful verification of the goods during receipt. The Buyer may not be released from the obligations set out in this paragraph and from the consequences of failure to comply with the same by reference to accepted commercial practice and the acceptance of the goods.

2. In case of irregularities and/or discrepancies in the purchase order, the Buyer shall have the right to report the circumstances to the Seller within 3 days from the date of delivery of the product, unless the specific terms of the contract provide otherwise.

4. Any and all complaints and reports regarding quality or quantity must be submitted in writing to the following address: Comensal Sp. z o.o. , ul. Wyalazek 2A/53, 02-677 Warszawa, to the e-mail address quality@comensal.com.pl through a Sales Representative. The Seller shall have 14 days to consider the complaint and give feedback to the Buyer regarding the decision.

5. In the event that a quantitative complaint is deemed justified, the Seller undertakes first to deliver the missing batch of goods to the Buyer together with the next purchase order. Acceptable forms are also: additional delivery of the goods at another date agreed with the Buyer or issuing a correcting invoice for the purchase order and refund to the specified account number.

6. The parties agree that in the case of domestic purchase orders, the cost of loading the goods for transport shall be borne by the Seller, and the cost of unloading shall be borne by the Buyer, regardless of who bears the cost of transport. In the case of export purchase orders, Incoterms 2010 or other regulations established in a separate agreement with the customer shall apply.

7. Any and all attestations, approvals, certificates of conformity or other documents provided by the Seller indicating the quality of the goods, their parameters and technical properties shall be treated as provided for informative purposes only, and not as a confirmation that the goods meet the criteria indicated therein.

8. The Seller reserves that plastic products of specific colours (including the same colour number) may differ in shade if they come from different production batches. Such a difference does not constitute a defect in the goods.

9. The Seller shall not be liable for any goods defined as second grade, deviating from the main version of the product, even if technical documentation related to them is provided. The Seller's liability under warranty is also excluded in this case.

10. In the case of domestic purchase orders it is not possible to collect the ordered goods in person from the warehouse, unless the provisions of the agreement state otherwise. In the case of export purchase orders, Incoterms 2010 or other regulations established in a separate agreement shall apply.

VI. Liability for defects

1. Subject to exemptions, exclusions and other limitations of liability resulting from the provisions of these GTC or the law, the Seller shall be liable under the warranty if the defect is found within 3 months from the date of release of the goods. The above-mentioned warranty period does not apply if the Buyer is a consumer.

2. The Buyer is obliged to notify the Seller of any defects that cannot be detected despite careful examination at the time of collection immediately (no later than within 3 days) after their detection, otherwise the Buyer shall lose their rights and claims related to the defects of the goods, including those under warranty.

3. The notification of a defect in the goods must be submitted to the Seller in writing with acknowledgement of receipt, however, the Buyer undertakes to make the defective goods available for inspection by the Seller in the delivery condition at any request of the Seller for the purpose of examining the notification. If the goods have been processed, the Seller's liability for defects in the goods shall expire.

4. If the Seller decides that it is necessary to perform a technical expert opinion in order to determine the defects, the Seller shall take a position on the defects of the goods after obtaining the relevant expert opinion, not earlier.

5. The information about a justified complaint shall be provided in writing otherwise being null and void, after examination of the batch of goods complained of by the Seller, or after an expert opinion, if required in a given process. If a complaint is deemed to be justified, the Seller undertakes, at their discretion, to replace at their own expense the defective goods with defect-free ones or repair them within a period agreed upon by the parties. If replacement or repair of the goods is impossible or involves the need for the Seller to incur additional expenses, the Seller reserves the right to refuse replacement/repair of the goods and, as part of the solution regarding the notification, return to the Buyer an appropriate portion of the price.

6. The initiation of the complaint procedure does not release the Buyer from the obligation to pay the price for the released goods.

VII. Payment arrears and late release/collection, liability

1. In case of delay of the Buyer with payment of all or part of the price for the subject of the agreement, the Buyer shall pay the Seller the interest provided for in the applicable regulations.

2. The Seller is free from any liability related to untimely release of goods or performance of services, if the reason for this is the fact that their supplier or subcontractor did not complete the delivery or did not perform the services on time towards the Seller.

VIII. Transport liability

1. Export shipments are organized under Incoterms 2010 or other agreements. The Seller shall make the goods available to the Buyer at the indicated point of release. The risk is transferred in accordance with individual arrangements in a separate agreement.
2. Domestic shipments are organised with the assistance of a Logistics Operator.

IX. Jurisdiction, law

1. The court competent to settle any possible disputes shall be the court competent for Comensal Sp. z o.o. with its registered office at ul. Wynalazek 2A/53, 02-677 Warsaw Common Court of Justice for the capital city of Warsaw in Warsaw.
2. Agreements on the performance of purchase orders and service provision shall be governed exclusively by the provisions of Polish law and Incoterms 2010.

X. Miscellaneous

1. The General Terms and Conditions apply as of 09.09.2019
2. Should individual provisions of the GTC be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to adopt provisions which reflect the previous provisions in an effective manner.