

GENERAL TERMS OF SALE

1. Delivery agreement.

The delivery agreement is concluded upon a confirmation of delivery recipient by the Customer placed in writing by the Supplier within 3 working days from the moment of receiving the order. Changes in conditions are invalid only in writing. In the writing order the Customer determines : the name of the product, order quantity (in the appropriate unit of measurements – kg,m2, running meter, units, package), expected date of delivery, address and delivery conditions. If Customer withdraws from the contract after receipt of the order confirmation, he will cover the full cost of the performed work and purchased materials by the Supplier. The person who signs the order and/or the confirmation, and who is not entitled to do so on the behalf of the Customer, according to the article 103 § 3civil code bears full personal and financial responsibility towards the Supplier.

2. Obligations of the Supplier

The Supplier is obliged to perform ordered product in accordance to the confirmed order (contract/ agreement), pack the ordered product the standard way according to its properties, label the good (labels, unless otherwise specified), inform the Customer that goods are ready to be collected and issue the products. If the transport has been established upon the Supplier, the good should be delivered by the Customer to the agreed place of discharge.

3. Graphic projects.

The Customer determines requirements concerning the preparation of the graphic project such as: overprint type, exact size of use, requirements concerning layout of the project. The Customer delivers a graphic project, Grafik Company assesses it and determines its abilities to print it, applies corrections and presents them to the Customer. The Customer attends in the completion of the first overprinting and approves it as the patters for further printings.

In case of the withdrawal of the contract, the Customer will cover all the expenses concerning preparation of the manufacturing process prformed by the Supplier

4. Price and qantity.

The current price of the product is included every time in the order confirmation. The confirmed quantity will be realized with a deviation of 5% to 15%, depending on the order size. Orders up to 800 kilos are delivered at the Customer's (Orderer) expense. Orders over 800 kilos are delivered at the Suppliers expense. Transport does not include the unloading.

5. Delivery date.

The delivery date is determined upon the time needed to manufacture a product and supply in raw materials. Following elements determine the delivery date: time needed to manufacture a product, which usually is 10 calendar days and 2 working days of delivery. The date can extend by the time of difficulties in raw material supply, machines failure, strikes, natural disasters. If the delays are longer than 21 days, each of the parties has a right to withdraw from the contract. The date of placement of goods to the Customer's disposal is regarded as the delivery date. If the transport is on the Suppliers expense, the date of the delivery of goods to the Customer is the delivery date. The condition of prompt delivery is the fulfillment of all the conditions of the contract by the Customer.

6. Packaging

The Supplier issues the product in a packaging suitable for its characteristics. The Customer covers the cost of special packaging. Packaging such as wooden pallets remain the property of the Supplier and are due to be returned at the Customer's expense within the time determined by the Supplier. If the Customer does not return the pallets, it equals giving consent for invoicing at the price of 37 PLN for a pallet.

7. Release of goods .

Release of goods takes place in the Supplier's warehouse or I other place indicated.

Other place must be clearly agreed by the parties in writing. Acceptance of goods by the Customer is confirmed with a document signed by a person who represents the Customer. The representative must show written authority to present when accepting goods in the Supplier's warehouse or other place. In the event of entrusting the product to the carrier, the document confirming the delivery of the goods is a shipping bill confirmed by the Customer.

8. Physicochemical properties

The exact physicochemical properties of product groups with tolerances are contained in the Product Specification provided to the Customer at his request.

9. Payments

The Customer is obliged to pay the price of received good within the date determined in an invoice by cash or bank transfer to the indicated bank account. Different mode of payment must be accepted by the Supplier. If there are delays in payment, the Supplier is entitiled to demand lawful interest.

10. Right to retrain from delivery.

The Supplier reserves the right to retrain from delivery if there is even single delay in payment, as well as when there is knowledge about bankruptcy, rehabilitation or winding up proceedings against the Customer.

11. Warranty and complaints conditions

Z.P.H.U. Kablonex provides a 6-month guarantee on the manufactured goods. The guarantee includes: quality of foil due to information presented in General Product Card and Technical Data Certificate delivered at the Customer's request. The Supplier provides quantity warranty in accordance with the General Product Card.

Presentation of delivery documents, product's advertising labels and samples or photos enabling to identify the faults of products are a provisions to lodge a claim. In case of lack of above requirements and lodging a claim after the deadline of warranty, claims will not be investigated. Claims should be submitted in writing, providing type of claimed product, quantity and the description of detected fault or processing problems. The complained product should be packed, labeled and protected from damages, humidity and weathertight until the consideration of warranty. If the product is damaged due to improper protection or transport during consideration of warranty, it does not liable for the process of complaint. The claimed product cannot be returned without previous written consent of the Supplier.

The Customer loses all right to claim if the product is stored in unsuitable conditions, meaning storing or carrying foil in temperature lower than 5 °C and higher than 35 °C, keeping near heating device, in distance below 1 meter, in exposure to sunlight, humidity or steam from chemical substances.

Claim will not be considered if it does not cover good's batches lower than 1% of delivered amount of product or it will not be identified as the Supplier's product.

If there are outstanding payments towards Kablonex, the Supplier reserves the right to refuse any warranty repairs as well as shipment of spare products.

In case of approving hidden flaws, negatively influencing further manufacturing, the Customer is obliged to inform Kablonex immediately in writing. Z.P.H.U. Kablonex will consider the claim and will inform the Customer in writing about the way of solving it within 14 calendar days starting from the date of application. If there is necessity to examine the product in external laboratories, above period can be extended by the time reserved by the laboratory to carry the process.

In case of shipping at Kablonex Company's expense, the Customer must check the product when accepting the good whether there are no mechanical faults resulting from transport. Documents of delivery (f.e. shipping bill) containing description of faults signed by the driver and the Customer, photos of the case and written information concerning damages presented to Kablonex within 2 days from delivery date are the basic for this claim.

The Customer is obligated to check the product under its accordance with the order within 3 days of issuing the goods. If there is not information within giving period, it is assumed that all the goods are consistent in terms of quantity with the order and have no noticeable discrepancies.

12. Arbitration

Any disputes arising from the contract shall be settled by the court of the Supplier's jurisdiction is competent.

13. Notice - Zawiadomienia

All declaration and notification between parties shall be made in writing. If they are made orally, for its effectiveness they need immediate written confirmation.

14. Final provisions

These terms form an integral part of the delivery contract.

The Customer declares that he has received the General Sales Terms and has read their content.

.....