

General Terms of Sale
EKOFLEX sp. z o.o.

I. General provisions

1. Any offer made by the Seller in respect of the Goods shall be subject to these General Terms of Sale.
2. These General Terms of Sale shall apply to any Agreement and shall have priority over the Buyer's terms of purchase. No interpretation, change, addition or deletion of any of these General Terms of Sale shall be binding unless clearly and expressly agreed and confirmed in writing by the Seller.
3. The below capitalised terms used in these General Terms of Sale shall have the following definitions:
 - 'Seller' - EKOFLEX sp. z o.o. with its registered office in Chodzież, ul. Gajowa 15, 64-800 Chodzież, entered into the National Court Register kept in the custody of District Court in Poznań, 22nd Business Department, under reference number 0000184398, Tax Identification Number 7641025440
 - 'Buyer' - an entity with the status of a business that submits an order for the purchase of Goods in relation to its business or professional operations or is party to a sales or supply agreement made with EKOFLEX sp. z o.o., in respect of Goods
 - 'Parties' - Seller and Buyer;
 - 'General Terms' - these 'General Terms of Sale of EKOFLEX sp. z o.o.';
 - 'Goods' - any part of materials sold (or supplied or to be supplied in the future by EKOFLEX sp. z o.o.) under a sales or supply agreement made with the Buyer.
 - 'Agreement' means an agreement in respect of Goods, made between the Seller and the Buyer.
4. The Seller shall be entitled to assign, sell or otherwise transfer at its own discretion the obligations, receivables, claims, rights or securities resulting from or relating to a given Agreement to any third party. The Buyer shall not be entitled to transfer the rights or obligations resulting from an Agreement to a third party without the Seller's written consent.

II. Price

1. Prices for Goods offered by the Seller are specified in quotations given by the Seller.
 2. Prices specified in any quotation, confirmation or Agreement are given in PLN or EUR and Ex-Works delivery (according to the latest version of INCOTERMS) is assumed, unless the Buyer and Seller agree otherwise. Prices are exclusive of any taxes, customs and similar charges, payable now or in the future in connection with the Goods.
 3. Where applicable, the Seller is entitled to add VAT to the price of the Goods, in an amount calculated based on applicable legal regulations.
 4. If the sale or supply are to be performed in parts, the price for each part may be invoiced by the Seller separately, with separate due dates of payment.
- The Buyer will pay any invoices or debit notes issued by the Seller without making any deductions, based on the terms and within the deadline specified on the invoice or debit note.
5. The date of payment will be the date on which the funds are credited to Seller's bank account specified in the invoice.
 6. Should the Buyer fail to pay within the deadline specified in the Agreement, invoice or debit note, the Seller will be entitled to charge statutory interest in business transactions for each day of delay.
 7. The Buyer authorises the Seller to issue VAT invoices without the Buyer's signature and to issue invoices in electronic form.
 8. Should the Buyer delay in paying any outstanding amount due to the Seller, the Seller shall be entitled to declare all outstanding amounts due to the Seller from the Buyer to become due and payable, including those where the deadline for payment has not yet passed, and to demand the immediate payment of all such amounts.
 9. Should the Buyer delay in payment of the price for delivered Goods or should the Seller find that it is doubtful whether the Buyer will pay for the part of the Goods to be delivered at a future date due to its financial situation, the Seller shall be entitled to put the delivery of Goods on hold until the Buyer pays the full amounts due for outstanding deliveries or provides the Seller with appropriate security.

III. Purchase orders and deliveries

1. Purchase orders submitted by the Buyer will be binding only after their express acceptance by the Seller or after the delivery of Goods, whichever occurs earlier. Any changes to the purchase order submitted by the Buyer will not be binding unless they are approved by the Seller.
2. Ownership of the Goods will pass with the handover of the Goods to the Buyer or the Buyer's representative or haulier.
3. The risk of accidental loss or damage to the Goods will pass to the Buyer with the handover of the Goods to the Buyer or the Buyer's representative or haulier.
4. Transport of the Goods means its delivery to a location specified by the Buyer in the purchase order. If the transport is organised by the Seller, the Buyer will be required to commence unloading the cargo within 3 hours of

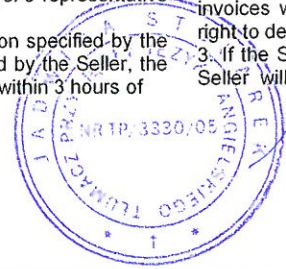
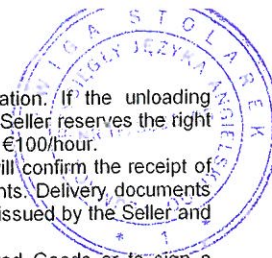
- the delivery of the Goods to the unloading location. If the unloading operations are not commenced within that time, the Seller reserves the right to charge the Buyer with downtime costs at a rate of €100/hour.
5. The Buyer or persons authorised by the Buyer will confirm the receipt of the ordered Goods by signing the delivery documents. Delivery documents include delivery notes, waybills or other documents issued by the Seller and confirming the amount of Goods delivered.
6. The Buyer may not refuse to unload the ordered Goods or to sign a document confirming the receipt of ordered Goods even if it has reservations as to the quality of the ordered Goods or the method of its delivery.
7. In case of reservations as to the ordered Goods, underdelivery/overdelivery of Goods or other defects in the Goods, the Buyer should immediately notify the Seller of this fact and send the information referred to in item VI.7 of these General Terms with no undue delay.
8. Should the Buyer accept the Goods without inspecting their condition together with the haulier, it will be assumed that the Buyer received the Goods as stated in the delivery document accompanying the delivery.
9. Should the Buyer change the delivery location after the Goods are loaded, if such a change is possible, the Buyer will be required to cover all the costs resulting from changing the delivery location (including costs resulting from additional use of a given means of transport)).
10. The Seller may deliver the Goods ordered by the Buyer with a certain surplus or shortage in weight or amount. The Buyer shall pay for the amount of Goods that was actually delivered. To a reasonable extent, the Seller may perform partial deliveries.
11. Dates and terms of delivery agreed upon by the Seller and Buyer will be interpreted based on INCOTERMS, except where this would contradict these General Terms or the Agreement (in such event, provisions of these General Terms or the Agreement will prevail).
12. The delivery date specified by the Seller in its confirmation or acceptance of a purchase order made by the Buyer will be considered an approximate date. If the Seller does not specify a date of delivery in its confirmation or acceptance of a purchase order made by the Buyer, the delivery will be made as soon as the Goods are available. The Seller will notify the buyer of the exact expected date of delivery.
13. In particularly justified cases, the date of delivery of the Goods may be subject to change. The Seller will notify the Buyer of any such change by fax, email or telephone. Should the Buyer find the new date of delivery to be unacceptable, it will be entitled to cancel the purchase order, which will constitute its sole legal remedy in connection with the failure to complete the purchase order, and the Buyer will not be entitled to seek any compensation.
14. The Buyer undertakes to ensure the availability of suitable and appropriate facilities for the receipt and storage of Goods on the expected delivery date and warrants that these facilities will meet the requirements of applicable regulations. The Seller reserves the right to charge the Buyer with the costs of storage and any other additional costs incurred by the Seller starting from the agreed date of delivery should the delivery of Goods be delayed due to reasons attributable to the Buyer.
15. After receiving the Goods, the Buyer will, with no undue delay, (i) verify whether the signage and descriptions on the packages are consistent with those specified by the Buyer in its purchase order and those found in the applicable Seller's confirmation or acceptance of the purchase order, and (ii) inspect the Goods.

IV. Force Majeure

1. The Seller will not be liable for failing to deliver or any delay in the delivery of Goods as a result (direct or indirect) of any of the below causes: civil war (ongoing or occurring in the future, whether declared or not), terrorist acts, riots and social unrest, earthquakes, epidemics, congestion in ports or on other communication routes, strikes, actions or failure to act on part of governmental authorities, random events, objective inability to obtain supplies of raw materials to produce Goods, accidents, fires, malfunctions of equipment and machines used by the Seller or its suppliers, as well as any other causes outside the control of the Seller and which the Seller cannot influence.
2. If the delay resulting from any of the above causes lasts for more than 30 days, each of the Parties will be entitled to rescind the Agreement in respect of the Goods that remain undelivered as at the date of rescission, by means of a written notice sent to the other Party.

V. Payment

1. The Buyer will be required to pay the Seller the price for all Goods delivered by the Seller, and will not be entitled to make any mutual set-offs.
2. The Seller will issue an invoice for all the Goods ordered by the Seller on the date on which they are delivered by the Seller or at a different date on which the price in the invoice was applied by the Seller as per item II.2. above. Unless the Seller demands otherwise, invoices will be paid within 30 days of the date of issue. The Seller's acceptance of partial payment of invoices which the Buyer was to pay in full will not prejudice the Seller's right to demand the full payment of these invoices.
3. If the Seller grants the Buyer a discount on the purchase of Goods, the Seller will issue a corrective invoice, which the Buyer can set off only



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against the price of future purchases of Goods from the Seller and which cannot be set off against outstanding invoices.

4. If the Buyer does not pay within the deadline specified in the Agreement, invoice or debit note, the Seller will be entitled to charge statutory interest on business transactions per each day of delay.

5. Should the Buyer delay in the payment of the price for the partial delivery of purchased Goods or should the Seller determine, at its own discretion, that the Buyer's assets/financial situation make it unlikely that the Buyer will make a timely payment for the Goods (or part thereof) to be delivered at a later date, the Seller will be entitled to suspend further deliveries of Goods, specifying a deadline for the Buyer to secure the payment for the delivery; should the above deadline expire to no effect, the Seller will be entitled to rescind the agreement and demand that the Buyer compensate it for any damage resulting from the Buyer's failure to comply with its obligations. Irrespective of the above – should the circumstances referred to in the preceding sentence take place with regards to the Buyer – the Seller will also be entitled to halt the delivery of all Goods or part thereof currently underway (in transport), suspend or cancel the delivery of Goods under any confirmed/accepted purchase order or halt the acceptance of further purchase orders from the Buyer.

6. Any purchase order made by the Buyer and any delivery of Goods to the Buyer will be subject to credit limits set by the Seller in respect of the Buyer at the Seller's discretion. If at any time the Buyer places a purchase order with the Seller which, individually or together with the value of earlier deliveries that were not fully paid for yet by the Buyer, exceeds the credit limit set by the Seller in respect of the Buyer, the Seller will be entitled, at its own discretion, at any time and without notifying the Buyer, to suspend or cancel such a purchase order in whole or in part, for as long as the credit limit is exceeded, including any purchase orders that were already confirmed to the Buyer.

VI. Complaints

1. The Buyer will be required to check whether the Goods were delivered in the required amount and are of the required quality. Should the Buyer determine that the delivered Goods do not comply with the Agreement in terms of their consistency with the provisions of the Agreement, their amount or their quality, the Buyer will immediately notify the Seller in writing of this non-conformity.

2. Submitting a complaint will not release the Buyer from its obligation to pay for the delivered Goods.

3. Should the Buyer incur any damage as a result of receiving defective Goods, it may seek only the reimbursement of the price of the defective Goods and the costs of their delivery and unloading.

4. The Buyer will submit a written complaint as soon as possible, and in any case no later than: (a) with regards to non-conformities concerning the amount of Goods delivered – within up to 7 days of delivery; (b) with regards to non-conformities concerning the quality of Goods delivered – within up to 14 days of delivery.

5. The Parties will determine the existence of a surplus/shortage in the delivery of Goods if the surplus/shortage of delivered Goods exceeds 2% of the declared weight or amount of a given batch (part) of the Goods.

6. Any complaints submitted by the Buyer will be handled over a period required to duly verify the claims.

7. When submitting a complaint, the Buyer is required to provide the Seller with the following information, in writing:

a) description of the issue or defect, if the complaint concerns the quality of the Goods,

b) amount of Goods that the complaint relates to,

c) number of the invoice(s) that the complaint relates to or the number of the delivery document (delivery note and/or waybill) enabling the identification of the delivery,

d) a delivery note and/or waybill, if the complaint concerns the amount of Goods delivered;

failure to provide the above information will result in the complaint being rejected.

8. When submitting a complaint, the Buyer will be required to set aside and secure the batch of Goods that the complaint relates to until a representative of the Seller is able to inspect the Goods and collect at least two representative samples of the batch of Goods constituting the subject matter of the complaint; failure to do so will result in the complaint being rejected. The Seller and the Buyer will mutually agree the date of inspection and sample collection; failure to do so will result in the complaint being rejected.

9. If the Buyer collects samples from the batch of Goods constituting the subject matter of the complaint without the presence of a representative of the Seller, results of any analysis of these samples will not be binding on the Seller.

10. The Seller will not be liable for the amount or quality of delivered Goods constituting the subject matter of the complaint if the Goods are used by the Buyer after the defect is identified and a complaint is submitted, but before the Seller is able to consider the complaint.

11. In case of diverging opinions with regards to the assessment of the quality of the Goods, the results of an assessment performed by an independent expert will be binding on the Parties. The Parties will mutually designate the expert to perform the assessment. The costs of the assessment will be covered by the Party for whom the results of the assessment are unfavourable.

12. The Seller will not be liable for any deterioration of the quality of Goods resulting from their improper storage, as well as from the processing of the Goods, e.g. in connection with further technological processes carried out by the Buyer.

13. Should the Seller accept the complaint, the Buyer will be entitled to demand that the Seller lower the price of the Goods by a percentage equal to the reduction in the usability of the Goods resulting from the defect. However, the Seller may release itself from the obligation to reduce the price by delivering additional Goods – where the complaint concerned the amount of goods delivered – or by delivering Goods free of defects – where the complaint concerned the quality of goods delivered. Should the Seller accept the complaint and reduce the price of the Goods, the Seller shall reimburse the Buyer for the overpayment within 30 days of the date of accepting the complaint – provided that the Buyer paid the entire price for the purchased Goods.

14. The above rights will constitute the Buyer's sole legal remedies under statutory warranty and claims for compensation.

VII. Warranty and limitation of liability

1. The Seller warrants that the Goods meet the product specifications applicable as at the date of dispatch of the Goods, unless the parties agree otherwise in writing. For the avoidance of doubt, features of the Goods that may be included in the data sheet of a given product or any similar document do not constitute product specification and are only meant to describe the products. The warranty specified above will remain valid for a period of twelve months, counting from the date of manufacture of the Goods, unless the lifespan of the Goods is shorter.

2. Any other warranties or terms and conditions regarding the quality, description or parameters of Goods are hereby excluded, except as and to the extent stipulated by law. Warranties concerning merchantability or fitness for a specific purpose are hereby expressly excluded pursuant to this document, even if the purpose of a given product is known. The existence of such warranties will not be implied based on the name or description that the Goods are sold under, as well as based on any guideline or recommendation provided by the Seller, its employees, brokers or agents.

3. Any complaints or claims submitted by the Buyer, including but not limited to the quality of Goods, will be delivered to the Seller by the Buyer with no undue delay.

4. Unless other provisions of these General Terms of Sale stipulate otherwise, and with the exception of liability that cannot be limited pursuant to applicable laws, the total liability of the Seller in respect of a given claim resulting from or in connection with an Agreement – irrespective of its legal basis – will not exceed the price of sale of the specific Products. The Seller will not be liable for any profits lost by the Buyer or any indirect or consequential damage.

5. Any technical advice, assistance, tests or reports provided to Buyer by the Seller or its employees/brokers – with regards to the (i) choice or application of Goods delivered to the Buyer or (ii) storage, handling or use of Goods ('Information Assistance') will be given and accepted at the sole risk of the Buyer, and the Seller will not be in any way liable for the Buyer's use of Information Assistance or the consequences of its use.

6. The limitation of liability specified in this document will apply to the employees, associates, brokers and other representatives of the Seller.

IX. – Governing law and court venue

1. These General Terms of Sale and any Agreements will be interpreted and construed in all matters in accordance with the provisions of the laws of Poland, and the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby expressly excluded).

2. Should any provision of these General Terms of Sale be or become invalid or unenforceable, the remaining provisions of the Terms will remain in force.

3. Any disputes arising in any way in connection with these General Terms of Sale or any Agreement will be resolved by a court of law holding local jurisdiction over the Seller's registered office.

January 2016

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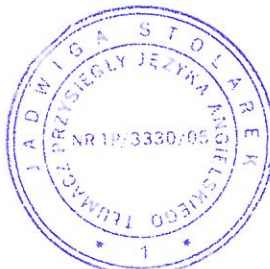
I, Jadwiga Stolarek, a sworn English-Polish translator, entered into the Register of Sworn Translators of the Ministry of Justice under No. TP/3330/05, hereby certify the above translation and its conformity to the original document made in Polish.

Number of characters / Liczba znaków: 20506

Repertory No. / Repertorium Nr: 0500/2019

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Charge / Pobrano: as rated



Jadwiga Stolarek