

GENERAL TERMS AND CONDITIONS OF SALE
STEEL DRUM MANUFACTURER „BECZKOPOL” Sp. z o.o.

In these General Conditions of Sale the following terms have the following meanings:

Seller: „BECZKOPOL” Sp. z o.o., Steel Drum Manufacturer, with the registered office at Łasin.

Buyer: **The Buyer of the product**

Product: **The Seller's product**

These Terms of Sale apply to all submitted price offers, bids and tenders, all accepted orders and govern any sale by the Seller to the Buyer, unless expressly agreed otherwise in writing in a separate Agreement. The Seller considers invalid any other conditions proposed by the Buyer; such different conditions are void and have no effect, unless they are included in a written Agreement signed by the Parties.

1. PRICES AND PAYMENTS

- 1) Transaction prices are net prices and do not include applicable taxes, excise duties, or other fees imposed in the Buyer's country.
- 2) In the event of late payment, the maximum interest rates permitted by applicable law will apply.
- 3) Payments will be made in accordance with the deadlines, with the procedures agreed separately between the Seller and the Buyer upon the VAT invoice receive.
- 4) In the event of insolvency or justified concerns regarding the financial stability or creditworthiness of the Buyer, payment problems or delay in previous payment, the Seller is entitled, to the extent permitted by law, and has the right to:
 - a. make other deliveries only on the basis of prepayment or payment guarantee;
 - b. adjustments to the payment terms concerned;
 - c. recognize that all invoices for payment must be paid promptly.
- 5) The customer is not entitled to deduct any amounts claimed against the Seller.

2. DELIVERY TERMS

- 1) Unless otherwise agreed in writing, the delivery of goods is carried out and collected at the Seller's premises in accordance with the FCA formula (INCOTERMS 2010).
- 2) The risk is transferred to the Buyer in accordance with the applicable INCOTERMS rule.
- 3) In the case of deliveries, if the transport is arranged by the Seller, the Buyer shall ensure safe and proper access to and exit from the place of unloading in order to avoid delays in delivery. In addition, the Buyer will provide adequate infrastructure for unloading the Products (ensuring the presence of the Buyer's representative in justified cases).
- 4) The Buyer shall ensure that the products are unloaded within a maximum of 3 hours from the moment of reporting readiness for unloading.

3. CONDITIONS OF STORAGE AND USE

- 1) All products must be stored with closed plugs and in case of technological openings, they must be secured with plugs. OH drums must be closed with a lid with a gasket and secured with a clamping ring.
- 2) The product must be stored in dry warehouses, under a roof, away from a humid atmosphere free of volatile chemical compounds.
- 3) The storage of the products outdoors is allowed on the solid ground, on a slope with a water drainage water only after the Seller's written consent. This method of storage voids the warranty due to the possibility of product corrosion.
- 4) The stacking conditions for empty and full products depend on the type and design of the product. Information on product stacking is provided by the seller to the buyer at his request for a specific product.
- 5) For the OH / ISO OH product intended for liquid materials, the product should be filled through the opening from the closure in the lid and only opened by the end user. If the removable lid is opened earlier, the product requirements according to the UN certificate can no longer be guaranteed.

4. COMPLAINT PROCEDURE

- 1) Buyer's claims for defective Products shall expire in one (1) year from the date of delivery of the Products.
- 2) The warranty is excluded which does not apply to Buyers who are natural persons.

- 3) The Buyer is deemed to have waived its rights to submit any complaints regarding the Products contained in any delivery, unless such complaints are submitted to the Seller in writing, with a precise description of the defects, within fifteen (15) business days:
 - from delivery in the event of visible defects or incorrect quantity
 - disclosure of defects in the case of hidden defects.
- 4) If the Seller accepts a quality complaint, the Seller is obliged, at their option, to:
 - a) replace the defective Goods with a Goods free from defects, at the Seller's expense, within the time limit agreed by the Parties,
 - b) reduce the value of the Product according to the defect, after prior written agreement of the amount of the price reduction with the Buyer.

5. WARRANTY AND DISCLAIMER

- 1) The Seller guarantees to the Buyer that, upon delivery, the Products will be free from defects in material and workmanship and will conform to the specifications.
- 2) The guarantee is only valid for the first use of the product.
- 3) The Seller does not provide any guarantees in relation to any products that have been the subject of abuse, misuse, neglect, change of purpose, improper storage or handling, exposure to moisture, corrosive atmosphere, including storage or use of products contrary to point 4 of these Terms.
- 4) The Seller shall not be responsible for the selection of the appropriate internal painting paint for the poured goods this obligation rests with the Buyer. No representative of the Seller shall be authorized to make such a determination. The seller, based on the recommendation of the resistance of internal paints, may recommend the type of paint used. It shall be the responsibility of the Buyer to check the actual resistance of the paint.
- 5) The Seller shall not be responsible for the selection of the group (I, II, III) and the type of packaging appropriate to the type and hazard class of the packed goods in accordance with the relevant provisions of ADR, IATA, RID and ADN, this obligation shall rest with the Buyer. No representative of the Seller shall be authorized to make such a determination.

- 6) The Buyer shall be obliged to take all possible measures to minimize the damage related to the use of the defective product. The Seller shall not be liable for any damage that could be reduced if the Buyer fails to take appropriate measures.
- 7) The Seller is not responsible for product defects:
 - a. which arose during transport when the products were collected by the Buyer's transport;
 - b. which arose as a result of improper storage at the Buyer's or a third party's after the product was sold to the Buyer;
 - c. which arose as a result of improper or incorrect use of the Products.
- 8) The Seller shall not be liable if the Buyer grants his client further rights under the warranty or guarantee for the products.
- 9) Recourse claims for customer complaints about the Seller's products, the Buyer is obliged to document with a complaint protocol and evidence of recognition of his customer's claims, as well as with evidence of the manner of settling the complaint, which the Buyer sends by registered mail or by e-mail with confirmation of receipt to the Seller for its consideration.
- 10) The Seller shall not be liable to the Buyer and shall not breach the terms of the contract by delay in performance or failure to perform any obligations, if such delay or non-performance was due to reasons reasonably beyond the control of the Seller, such as difficulties in obtaining raw materials, manpower, fuel, parts or machines, power failure, machine failure or force majeure as defined in point 6 of these Terms.
- 11) To the extent permitted by law, regardless of whether the claim is based on tort, any negligence, objective liability, breach of warranty, product defect, non-performance of contract or liability arising from another legal basis, the Seller shall not be liable for any indirect damage neither consequential nor loss of profits, revenues and reputation, regardless of whether the Seller has been informed of the possibility of such damages.
- 12) The Seller's liability is limited to the amount of product liability insurance.

6. FORCE MAJEURE

- 1) Force majeure shall mean any of the following events: random event; lightning strike, violent gale, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide; strikes, lockouts, industrial or labor disputes or difficulties, war declared or unspoken, revolution or actions of public enemies, sabotage, riots, uprisings,

internal unrest; limitations in the supply of energy or water, radiation, epidemics, pandemics, epidemic or epidemic emergency, delays in the supply of materials by contractors, etc., unforeseen and beyond the Seller's control, etc.,

- 2) If a party is unable to fully or partially fulfill its obligations under the Agreement due to Force Majeure, it must immediately notify the other party, stating: (a) the nature of Force Majeure; (b) duties which he cannot perform because of him; and (c) the expected duration of the Force Majeure.
- 3) After this notification and during the duration of Force Majeure, the obligations that cannot be performed due to Force Majeure will be suspended.
- 4) In the event of force majeure, the Parties shall commence discussions in good faith in order to agree on the further course of the proceedings, in particular, a possible renegotiation or termination of the Agreement.
- 5) If the circumstances of force majeure last continuously for more than 30 days, each Party may terminate this Agreement upon a 30-day notice period, without being liable for the termination of the Agreement.

7. APPLICABLE LAW AND JURISDICTION

- 1) These Terms and Conditions and any contractual or non-contractual obligations arising from or related to them shall be interpreted in accordance with Polish law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, April 11th, 1980) is expressly excluded.
- 2) The common courts of law in the place where the Seller is domiciled have exclusive jurisdiction over all disputes arising from these Terms.

Łasin, 24th August 2021