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General Terms of Delivery of Goods by KB Folie Polska Spółka z
ograniczoną odpowiedzialnością, based in Warsaw

§ 1.

GENERAL PROVISIONS

1. The General Terms of Delivery (hereinafter referred to as GTD) outline the general rules under which all contracts for the delivery of goods offered by KB Folie Polska Spółka z ograniczoną odpowiedzialnością, based in Warsaw, are concluded and form an integral part of all agreements.
2. The terms used in these GTD are defined as follows:
Supplier - KB Folie Polska Spółka z ograniczoną odpowiedzialnością, based in Warsaw.
Buyer - the entity that is a party to the sales contract and purchases goods and/or services from the Supplier.
Parties - the Buyer and the Supplier.
Goods - products and services produced and provided by the Supplier on the order and according to the type, quality, and quantity specification of the Buyer.
Order - the delivery contract between the Supplier and the Buyer.
3. The General Terms of Delivery are the complete and sole regulation binding the parties concerning the sale of goods from the Supplier's commercial offer.
4. The Buyer is obligated to familiarise themselves with the General Terms of Delivery. Failure of the Buyer to familiarise themselves with the General Terms of Delivery does not exempt them from the obligation to comply with their provisions.
5. Placing an order by the Buyer signifies acceptance of the terms specified below.
6. The content of the General Terms of Delivery is available at the headquarters of KB Folie Polska Spółka z ograniczoną odpowiedzialnością and on the website www.kbfolie.pl.

§ 2.

CONTRACT CONCLUSION - ORDERS

1. The condition for the delivery of goods is the conclusion of a delivery contract between the Supplier and the Buyer, along with the simultaneous establishment of commercial terms applicable during its execution.
2. Offers communicated by telephone, mail, fax, or email do not constitute the basis for concluding a contract. A contract is concluded solely on the terms specified in points 3-5 below, that is, upon receipt of a written order from the Buyer and the dispatch of a written order confirmation by the Supplier.
1. The basis for concluding a delivery contract is the submission of an order by the Buyer in response to the Supplier's offer.

If the Buyer introduces any changes or modifications to the offer, the contract between the parties will be concluded only upon the Supplier's confirmation of acceptance of the order.

2. If the Buyer places an order without a prior sales offer from the Supplier, the contract is concluded upon the Supplier's confirmation of acceptance of the order. The Supplier confirms acceptance of the order within 3 business days from the date of its receipt. The parties exclude any legally provided possibilities of implied (silent) contract conclusion.
3. If an order is placed under the conditions specified in point 3 above, the Supplier may accept the order with modifications. In such a case, the Buyer is obligated to confirm the modified order within 1 business day from the date of its delivery. If the Buyer does not confirm, it is considered that the order has been accepted.
4. Orders placed by the Buyer are in any case treated as orders placed by a person authorized to make declarations of will on behalf of the Buyer.
5. The Buyer is obligated to provide in the order:
 - a. order reference number,
 - b. expected delivery date,
 - c. exact delivery address,
 - d. exact name of the goods,
 - e. ordered quantities,
 - f. net price of the goods.
6. The Buyer acknowledges that the Supplier executes production on individual orders. Therefore, and due to production technology limitations, the quantity specified in the order, in the absence of special arrangements regarding the admissibility of quantity deviations, may be considered only as an approximate quantity. The Supplier will adhere to the ordered quantities as closely as possible, but the following tolerances in the quantity of goods are allowed according to established technical conditions:
 - weight/quantity tolerance: +/- 10.0%.
7. The cancellation of an order confirmed by the Buyer requires the written consent of the Supplier.

§ 3.

PRICE

1. The price of the goods is confirmed in the delivery contract.
2. The applicable value-added tax (VAT) is added to the price according to the relevant legal regulations.

§ 4.

CONTRACT COMPLETION DEADLINE

1. The order is fulfilled within a time frame mutually agreed upon by the Supplier and the Buyer.

2. Delays in delivery due to force majeure, strikes, production stoppages, raw material shortages, interventions by government institutions, as well as events that significantly complicate delivery, including changes in the order from the Buyer for which the Supplier cannot be held responsible, will entitle the Supplier to extend the delivery time by the duration of the delay and the necessary time required to resume activities – in the event of the aforementioned circumstances.
3. The Supplier reserves the right to withdraw from the contract. If these delays extend, the Supplier will notify the Buyer of the commencement and end of the delays in fulfilling deliveries as soon as they become aware of them.
4. If the delivery cannot be completed on time, the Supplier will notify the Buyer of the new delivery date.

§ 5.

METHOD, PLACE, AND TIME OF GOODS DELIVERY

1. The method and place of delivery/pick-up of the Goods are specified by the Buyer.
2. In the event of the Buyer delaying the timely collection of the goods, the Supplier has the right to charge a contractual penalty amounting to 1% of the value of the goods not collected on time for each day of delay, counted from the day following the date on which the goods should have been collected.
3. The extended delivery/pick-up time of the Goods cannot exceed 30 days.
4. If the extended delivery/pick-up time of the Goods is exceeded, the Supplier has the right to send the entire amount of uncollected goods to the Buyer along with a VAT invoice for the delivered Goods and charge the costs mentioned in point 2 above.
5. In the case of delivering Goods on returnable pallets (plastic H1, P19, or wooden EPAL), the Buyer will return the pallets to the Supplier in the condition in which they were received, promptly but no later than 30 days from the delivery date. Otherwise, the Supplier has the right to charge the Buyer for the cost of the unreturned pallets at the purchase price by KB Folie Polska Sp. z o.o.

§ 6.

DOCUMENTATION OF DELIVERY/COLLECTION OF GOODS. DOCUMENTATION OF SALES

1. The delivery/collection document for the Goods is the "Delivery Note," issued by the Supplier.
2. The Buyer acknowledges receipt/collection of the Goods by stamping the delivery document and providing a legible signature of the authorised person receiving the delivery. Additionally, the receipt/collection date is entered upon acknowledgement.
3. Each delivery/collection requires the issuance of a VAT invoice.
4. VAT invoices are sent electronically or by mail to the address provided by the Buyer.
5. Quality Certificates are attached to each delivery.

§ 7.

COMPLAINTS

1. The quality and warranty conditions are included in (F5_1) OWG KB Folie Polska Sp. z o.o. available at

§ 8.

FINANCIAL SETTLEMENTS

1. Payment for the delivered goods will be made by transfer to the account indicated by the Supplier, based on the VAT invoice.
2. Payment is considered made when the funds are credited to the Supplier's bank account.
3. In the event of a delay, the Supplier is entitled to charge interest on the delay at the statutory rate.
4. If payment is not made in full or in part for any delivered goods, the Supplier is entitled to suspend the acceptance of another order or the execution of an accepted order until full payment of the due amounts, without bearing any consequences.

§ 9.

RISK OF LOSS OR DAMAGE

1. The risk of loss or damage to the goods passes from the Supplier to the Buyer upon the release of the goods or, in the case of entrusting the goods to a carrier, upon the release of the goods to the carrier, regardless of who bears the transport costs.

§ 10.

SUPPLIER'S LIABILITY

1. The Supplier is liable for non-performance or improper performance of obligations arising from the contract concluded with the Buyer, resulting from a culpable action or omission.
2. This liability is limited only to the actual damage suffered by the Buyer, but not exceeding the value of the unperformed or improperly performed order or other obligation of the Supplier.

§ 11.

FINAL PROVISIONS

1. In the event of the Buyer cancelling the order, the Buyer will pay the Supplier appropriate compensation for purchases that the Supplier cannot use for other purposes based on a detailed statement of costs incurred by the Supplier, which were objectively justified at this stage of order execution.
2. Upon ordering, the parties will provide address data and telephone, fax, and email numbers. In the absence of these data, the parties will consider the address data from relevant registers and records as appropriate.
3. In the case of the Buyer applying General Purchase Terms in the delivery contract, these General Terms of Delivery take precedence.
4. If any provision of the General Terms of Delivery is deemed invalid or legally ineffective, it does not affect the binding nature of the remaining provisions.

In such a case, the parties agree to adopt provisions that will reflect the prior will of the parties effectively.

5. Any disputes arising between the parties related to the conclusion or execution of the contract will be exclusively resolved by Polish common courts, with the provision that within the jurisdiction of common courts, the parties submit all disputes to the court competent for the Supplier's headquarters.
6. The provisions of point 5 above do not exclude the Supplier from directing claims arising from the delivery contract to another court competent locally and materially according to the provisions of Polish civil procedure.
7. The exclusively applicable law is Polish law.
8. In matters not regulated, the provisions of the Civil Code and other relevant regulations apply.
9. Any changes or additions to the GTD require a written form to be valid.