

General provisions

§ 1

1. Definitions:

- 1) Seller / Supplier - DRP Group Przemysł Miśkiewicz i Wspólnicy general partnership with its registered office in Dąbrowa Górnicza, ul. Chemiczna 6, 42-520 Dąbrowa Górnicza, registered in the register of entrepreneurs under the number KRS: 0000616277, the registration files of which are in the District Court Katowice - Wschód in Katowice, 8th Commercial Division of the National Court Register, NIP number: 6292069696, but for the purposes of this of the General Conditions, it is allowed to use the name Seller or Supplier alternately;
- 2) Buyer / Recipient - a private person, legal person or organizational unit, the law of which grants legal personality, concluding an agreement with the Seller, referred to in these General Terms and Conditions of the Sales / Delivery Agreement, related directly to the business or professional activity, where for the purposes of these General Terms and Conditions, the Buyer or the Recipient may be used alternately;
- 3) Party / Parties - the Seller or the Buyer, respectively, or jointly the Seller and the Buyer;
- 4) Agreement - sales or delivery agreement concluded by the Parties;
- 5) Subject of the Agreement - sale / delivery of the Seller's assortment, including in particular: (1) plastics - regrinds and regranulates; (2) modified plastics - compounds, blends, alloys (3) polymer composites;
- 6) GTC - these General Terms and Conditions of the Sales / Delivery Agreement

2. The headings in the content of these GTC are introduced only for the better organization of the text and do not affect the interpretation. Any terms appearing in the singular should also be interpreted as referring to the plural when the context so requires.

§ 2

1. An agreement between the Parties including the provisions of these GTC, shall be effective in the event of:
 - 1) conclusion of the Agreement in writing or in a documentary form;
 - 2) the Buyer issues an order in response to the Seller's offer (the Seller's offer may be submitted in any possible form);
 - 3) acceptance of the delivery or consent of the Buyer to send the Subject of the Agreement;
 - 4) any other act or abandonment of the Buyer related to the shipment / delivery of the Subject of the Agreement, which prove the effective date of the Agreement;
 whichever comes first.
2. The Seller may make the commencement of production of the Subject of the Agreement conditional upon placing an order or confirming the acceptance of the offer in writing by the Buyer.
3. These GTC shall apply to all Agreements concluded by the Parties, the Subject of which has been defined above, about which the Seller informs the Buyer before concluding the Agreement by delivering the content of these GTC or indicating the place of their publication on the Seller's website in such a way that the Buyer can easily read their content and download, store and play back the GTC in the ordinary course of action.
4. These GTC may be accepted by the Buyer implicitly only. Considering the above, in the Buyer's response to the offer, subject to any changes or additions to the GTC, the Agreement is not concluded on the changed terms.
5. Changing or supplementing the content of the GTC by the Buyer requires negotiating their provisions and the express consent of the Seller.

6. These GTC replace any previous agreements, order confirmations, offers, proposals or any declarations of will regarding the Subject of the Agreement, which are listed in any documents constituting the Agreement. If the Buyer has previously submitted an offer to buy the Subject of the Agreement, the acceptance of such offer by the Seller shall be confirmed subject to the acceptance of these GTC by the Buyer. Failure to notify the Buyer about the lack of intention to conclude the Agreement on the terms referred to, attached or included in the Buyer's order may not be considered the Seller's resignation from the application of these Terms.
7. Unless expressly agreed otherwise in writing, any actions or failure resulting from these GTC shall not constitute an obligation to purchase or sell the Subject of the Agreement in the future, other than the one specified in the documents constituting the Agreement and under the conditions specified therein. In the event that the Seller delivers the Subject of the Agreement to the Buyer in the future, the GTC applicable at the time of its implementation shall be binding for such an agreement.

Offer

§ 3

1. The Seller shall remain bound by his offer within the period specified therein, and if no such date has been specified, within 30 (thirty) days from the date of submitting the offer. In the event that the Seller expressly indicates that the period within which the Buyer's response to the offer will be expected is indefinite, it will remain bound by such an offer until its cancellation. Any Agreements concluded on the basis of the offer are deemed to be concluded at the Seller's premises.
2. The offer does not constitute any information, announcements, advertisements, price lists and the like addressed to potential Buyers, including information provided by the Seller's employees in a manner other than in writing or in a documentary form, and which (information) do not define the material contractual provisions (mentioned below). The above constitute an invitation to conclude a contract within the meaning of the provisions of the Civil Code.
3. The declaration made in writing by the Seller shall constitute an offer if the Seller specifies the specification of the Subject of the Agreement at least by means of the attached or referenced relevant technical sheets, when the price, quantity, packaging method, place and date of delivery are clearly specified. The requirements of the Civil Code regarding offers submitted in electronic form do not apply.
4. Specifications, descriptions and drawings of the Subject of the Agreement included in catalogs, brochures, websites or other information and advertising materials of the Seller are for illustrative purposes only and do not constitute an element of the offer, unless such offer explicitly refers to them in writing.
5. The Seller recognize it as acceptable to submit and accept offers electronically via the purchasing platforms in which the Seller participates and on the terms specifying the use of a given platform.

Price and terms of payment

§ 4

1. Unless the Parties agree otherwise in writing, the price of the Subject of the Agreement is included in the Seller's price list and is expressed in Polish zlotys. The prices given are net prices and do not include value added tax, VAT or other taxes and customs duties. Any taxes and other public law fees related to the production, sale and use of the Subject of the Agreement that the Seller is obliged to pay and collect from the Buyer, the Buyer is obliged to pay to the Seller, unless he provides

a certificate documenting the relevant tax exemption accepted by the competent tax authority.

2. The prices indicated in the price list do not include license rights, copyrights or industrial property rights, technologies and recipes or production documentation.
3. Unless the Seller has in writing granted the Buyer a limit under the so-called a trade credit or other payment terms have not been agreed as a result of negotiations, the Buyer is obliged to make an advance payment towards the price with the order. The value of the advance payment is agreed in the Agreement.
4. The Seller is entitled to assess the financial credibility of the Buyer and reduce or withdraw the granted limit within the so-called a trade credit, in particular when, in the opinion of the Seller, the Buyer's financial situation deteriorates or becomes unsatisfactory. In the case of reducing or withdrawing the limit under the so-called trade credit, in order to perform the Agreement with deferred payment, the Buyer is obliged to present an unconditional, irrevocable and payable on first demand bank or insurance guarantee, duly securing the payment of the price for the planned deliveries. Failure to meet or refuse to meet the above requirements entitles the Seller to suspend the delivery until the payment for the planned delivery is made in advance or until the above-mentioned payment guarantee is delivered. In the above case, the Seller may also withdraw from the Agreement in the part in which the Agreement has not yet been performed. The Seller may exercise the right to withdraw from the Agreement within 30 (thirty) days from the expiry of the deadline for providing a bank or insurance guarantee or from the expiry of the deadline for payment of the purchase price.
5. The Seller may demand interest for delay in payment in the amount of statutory interest for delay in commercial transactions. Such interest will be calculated from the maturity date specified in accordance with the provisions of the Agreement and these GTC, until the date of payment.
6. Submission by the Buyer of any claims against the Seller, including warranty claims, shall not constitute grounds for withholding payment for the Subject of the Agreement.
7. The Parties exclude the Buyer's right to set off the receivables from the Seller with the amounts due for the price for the Subject of the Agreement.

Delivery § 5

1. Unless the Agreement provides otherwise, the Subject of the Agreement is released to the Buyer from the Seller's warehouse according to the Ex works formula.
2. The terms of delivery and liability for the transfer of risk to the Buyer shall be interpreted in accordance with the Incoterms in the version in force at the time of concluding the Agreement. Therefore, unless the Agreement provides otherwise, the risk of accidental loss or damage of the Subject of the Agreement passes from the Seller to the Buyer upon:
 - 1) delivery determined in accordance with Incoterms;
 - 2) placing the Subject of the Agreement at the disposal of the Buyer in the event of unjustified failure to collect the Subject of the Agreement by the Buyer.
3. The risk of accidental loss or damage of the Subject of the Agreement in the event of return shall be transferred to the Seller upon their delivery.
4. The Buyer acquires ownership of the Subject of the Agreement upon payment of the full price.
5. The Buyer is obliged to collect the Subject of the Agreement from the Seller's warehouse within the time agreed with him. In the event that the Buyer fails to collect the Subject of the Agreement within 7 (seven) days from the agreed delivery date,

the Seller is entitled to charge the Buyer with a storage fee in the amount of market rates.

6. If the Agreement provides for delivery terms other than Ex works and if the Seller is obliged to ensure the delivery of the Subject of the Agreement to the place indicated by the Buyer, the Seller is obliged to arrange the transport in accordance with the instructions provided by the Buyer, but in the absence of such instructions, the Seller will choose the type of transport at its own discretion. and the carrier. Any non-standard requirements of the Buyer in terms of transport are considered non-proprietary. In the event that it is necessary, the Seller may pay the transport costs in advance and charge them to the Buyer by placing them as a separate item on the invoice.

§ 6

1. At the request of the Buyer, the Subject of the Agreement may be manufactured in a time shorter than the standard delivery time specified in the Agreement or the agreed schedule. Shortening the standard delivery time requires written confirmation by the Seller. Notwithstanding any provisions to the contrary in these GTC, in the case of the described delivery, the Seller does not provide a guarantee for the delivered Subjects of the Agreement. Notwithstanding any other provisions of these GTC, which could be interpreted differently, the Seller's liability is excluded to the furthest extent permitted by law, both in the contractual and tort regime and any other liability arising in connection with the use or inability to use the Subject of the Agreement, and resulting from any damage related to the Agreement. The Buyer accepts the above limitation of liability as an effective and binding principle of the division of liability between the Parties, taking into account the fact that these are material provisions, without which the standard delivery time would not be shortened.
2. If the Subject of the Agreement is to be manufactured from components supplied by the Buyer, all production / delivery dates included in the Agreement shall become binding provided that they are confirmed by the Seller upon receipt of the components.
3. If the Subject of the Agreement is to be manufactured from components supplied by the Buyer, the Parties shall agree on the need to apply an allowance for production losses, which the Buyer will be obliged to take into account when delivering the components. The seller is not responsible for material losses within the agreed allowance. Any plastic scrap resulting from the processing of materials provided by the Buyer will be delivered to the designated place or scrapped at its expense, in accordance with the Buyer's instruction. If the Buyer does not issue the instruction within 7 (seven) days from the Seller's written request, the authorization shall be transferred to the Seller, who will make an appropriate decision and charge the Buyer with the costs of transport or scrapping.
4. The Buyer is obliged to obtain all permits, in particular import licenses that may be required by foreign administration authorities in connection with the applicable trade control regulations.
5. The Subject of the Agreement is intended for use in the country of destination specified in the Agreement. The Buyer is obliged to obtain information and possible permits on his own regarding the export of the Subject of the Agreement from the territory of the Republic of Poland.

Acceptance of the Goods

§ 7

1. The Buyer, upon release from the warehouse, is obliged to inspect the Subject of the Agreement and document any deficiencies or damages, including defects, in writing, using the

complaint form provided by the Seller on its website. In the event that the Seller has ordered the transport, the inspection of the Subject of the Agreement takes place upon receipt of the shipment. The Buyer is obliged to inform the Seller about any non-conformities no later than the next business day after the inspection. Lack of notification addressed to the Seller within the above-mentioned period will be decisive proof that the Subject of the Agreement has been collected / delivered in the correct quantity and in an undamaged condition. Any other claims of the Buyer regarding the quality of the Subject of the Agreement shall expire if they are not submitted within the time limits specified in the GTC in the part relating to the Guarantee. Not later than at the conclusion of the Agreement, the Parties may agree in writing that prior to delivery, the Buyer will conduct an initial inspection of the Subject of the Agreement at the Seller's plant.

2. The Seller has the right to inspect the Subject of the Agreement being the subject of the Buyer's claims, and therefore the Buyer is obliged to allow the Seller, with appropriate notice, access to its warehouses and documents to the extent necessary to examine the quality of the Subject of the Agreement. At the request of the Seller, the Buyer is obliged to provide him with samples of the Subjects of the Agreement which, in his opinion, are defective for verification. Without the prior written consent of the Seller, the Seller shall not accept the return of the Subject of the Agreement. The Buyer is obliged to cover all costs incurred by the Seller resulting from unfounded claims of the Buyer.
3. The Seller is not responsible for the accuracy of the reproduction if the color of the Subject of the Agreement is defined by reference to the sample or by a general description. The subject of the Agreement should be considered as conforming to the pattern or corresponding to the description when the items are of average quality in accordance with the generally recognized commercial practice in the industry. The Seller is also not responsible for the inaccuracy of the reproduction, if it is caused - at least in part - by the use in production of materials or production or processing processes different from those to which the samples were previously subjected, including when the Subject of the Agreement was made of the Buyer's components.

Warranty / Disclaimer of Warranty for Defects

§ 8

1. Unless otherwise stated in writing, the Seller grants quality guarantee for the Subject of the Agreement for a period of 1 (one) year from the date of delivery or the date of invoice, whichever is later. In the above scope, the Seller ensures that the Subject of the Agreement:
 - 1) will meet the specifications contained in the relevant technical sheet;
 - 2) it will be free from physical defects, if applied / used in accordance with the conditions specified in the relevant technical sheet.
2. In the event of a positive consideration of the submitted complaint regarding the quality of the Subject of the Agreement, the Seller undertakes, at its own discretion:
 - 1) replace the defective Objects of the Agreement with new ones;
 - 2) reduce the price proportionally;
 - 3) repair defective Subjects of the Agreement;
 - 4) return the paid price, provided that the Subject of the Agreement will be returned to the Seller at the Buyer's expense.

3. The Seller undertakes to pay the usual costs reasonably incurred by the Buyer in order to deliver the Goods for repair or replacement to the place designated by the Seller.
4. The above warranty conditions apply to the repaired or replaced Subject of the Agreement.
5. The quality guarantee is granted to the Buyer and cannot be transferred.
6. Warranty claims should be reported on the complaint form provided by the Seller on its website.
7. The Buyer loses the warranty rights if he does not notify the Seller about the defect discovered within the warranty period within 14 (fourteen) days from the date of discovery of the defect.
8. The seller is released from warranty liability in the event that the defects:
 - 1) are the result of exposure or subjecting the Subject of the Agreement to any alterations, modifications, maintenance, repairs, storage, reloading, transport or servicing performed contrary to the conditions specified in the technical sheet or other written instructions of the Seller, unless they are the result of the Seller's actions;
 - 2) are the result of any event, contamination, damage by other things, or lack of due diligence taking place after the risk is transferred to the Buyer, unless caused by the Seller;
 - 3) are the result of the use of any material, compound or blend not supplied by the Seller or incompatibility or unfitness for use in combination with other materials not supplied by the Seller.
9. This warranty does not apply to the occurrence of defects in the Subject of the Agreement as a result of the Buyer's compliance with the Seller's technical consultancy activities, because compliance with the Seller's advice and instructions is an action that the Buyer takes after an independent technical risk assessment and on the basis of its competences and experience.
10. The Seller reserves the right to change and improve the Subject of the Agreement, including changing its characteristics, in particular by changing the configuration, material composition, production technology, without the obligation to apply the above to already manufactured Items. For the above reason, the Subject of the Agreement, produced before the change, cannot be considered incomplete.
11. The Seller guarantees that the Subject of the Agreement is not burdened with legal defects.
12. If the Subject of the Agreement has been manufactured from the Buyer's components or on the basis of documentation, patterns or technological recipes specified by the Buyer, the Buyer is responsible for any resulting damages, including those resulting from infringement of third party rights.
13. The Parties exclude the Seller's liability under the warranty for physical defects of the Subject of the Agreement. The Parties also include the Seller's liability for the suitability of the Subject of the Agreement for the purpose consistent with the intentions of the Buyer, unless the Seller has provided appropriate written assurances in this respect.

Range of liability for damages

§ 9

1. The Seller's liability limit resulting from the Agreement or an illegal act is limited to the value of the actual damage, but not greater than the amount corresponding to the net purchase price of a given Subject of the Agreement to which the Seller's liability is related.
2. The seller has third party liability insurance in connection with the conducted activity (including liability for the product) with

a limit of PLN 4,000,000 for one and all events in the event of an event occurring in Poland.

3. In the event that the Buyer demands a broader range of liability than specified above and it is possible to obtain such coverage, the Seller may, in response to the Buyer's written request, offer a higher limit of liability, provided that the Buyer pays the insurance premium in advance and applies to the requirements of the insurer. In such a case, the Seller's liability is limited to the amount received as compensation, and to the extent permitted in the insurance conditions, the Seller may replace the Buyer as an additional beneficiary.

Protection of Confidential Information

§ 10

1. Regardless of the method of transmission, all information, in particular regarding the composition, technology and methods or techniques used in production, formulas, plans, diagrams, drawings, lists, patterns, tools, devices or special hardware solutions, components or materials used in production and the terms of the Agreement are Confidential Information constituting the Seller's business secret.
2. The Buyer is obliged to keep the Confidential Information confidential, including protection against disclosure and use inconsistent with the stated purpose, applying standards not lower than those used to protect their own confidential information and with care not less than required in such cases from the entity being a professional. The Buyer may use the Confidential Information only for the implementation of the Agreement concluded with the Seller, including the right to disclose the Confidential Information only to its own employees, who must read it in order to properly perform the Agreement. The Buyer is fully responsible for the disclosure of Confidential Information, also unintentionally, by its employees.
3. Confidential Information is not information and documents that are or have become publicly available otherwise than through their disclosure that violates the provisions of these GTC by the Buyer. In particular, Confidential Information shall not be considered information and documents in relation to which the Buyer can prove that:
 - 1) The Seller has given prior and written consent to their disclosure or disclosed them himself;
 - 2) came into their possession before the date of their disclosure, or which were independently manufactured by the Buyer;
 - 3) has been obliged to disclose them under the provisions of law or a judgment / order / decision of a competent court or public administration authority.
4. The Seller does not authorize the Buyer to use any industrial property rights transferred on the basis of these Terms and Conditions, unless expressly agreed and specified in writing. The Buyer confirms that, unless the Parties have expressly agreed otherwise in writing, the Seller is in no way limited in the possibility of offering the Subject of the Agreement to other entities.

Force majeure

§ 11

1. The Parties will not be responsible for failure to perform or improper performance of the provisions of the Agreement caused by force majeure.
2. Force majeure shall mean such events, which are beyond the control of and are not caused by any of the Parties, cannot be foreseen or avoided, and which will arise after the conclusion of this Agreement and become an obstacle to the performance of contractual obligations. Events considered to be force majeure include in particular:

- 1) wars and other military operations, mobilization, requisitions or embargoes;
 - 2) revolutions, civil wars, civil or military coups;
 - 3) a state of natural disaster, including one caused by fires, floods, earthquakes;
 - 4) epidemics, epidemic threat or the risk of spreading an infection or an infectious disease that may pose a threat to human life or health, in particular the risk of a particularly dangerous or highly infectious disease, referred to in the provisions on preventing and combating infections and infectious diseases in people and related activities of public authorities;
 - 5) radioactive radiation or radioactive contamination of the area;
 - 6) general or industrial strikes, if reported in accordance with the applicable provisions on the resolution of collective disputes;
 - 7) disruptions in the following systems: transport (e.g. closure of seaports or airports, stoppages of trains, roadblocks), energy (e.g. failures in a production or delivery system) or supplies (e.g. shutdowns of factories or production or supply stoppages).
3. By force majeure, the Parties recognize further disruptions in the operation of the enterprise of any of the Parties in whole or in part, affecting the performance by that Party of its contractual obligations, resulting from:
 - 1) reasonable actions taken by the Party related to combating infection, preventing the spread, preventing and combating the effects of an infectious disease caused by SARS-CoV-2 virus, or
 - 2) other events related to the suspicion or diagnosis of infection or an infectious disease caused by the SARS-CoV-2 virus in persons participating in the implementation of the Agreement or persons with whom they were in contact, which the Party could not foresee or counteract; even if they did not result from decisions of public authorities,
 - 3) as well as resulting from a decrease in the number of the Party's staff who participate in the implementation of the Agreement, as a result of the dismissal of employees or persons performing paid work on a basis other than employment relationship, from performing work due to the need to personally take care of the child, in the event of closure of a nursery, children's club, kindergarten, school or other institution attended by the child, or the inability to provide care by a nanny or day caregiver due to the spread of infections and an infectious disease caused by the SARS-CoV-2 virus.
 4. In the event of force majeure, the Parties should immediately, not later than within 7 (seven) days from the date of occurrence of the circumstances constituting force majeure, notify the other Party of the occurrence of such conditions and their reason, unless it is impossible due to force majeure. higher, as well as the end of the occurrence of force majeure.
 5. The party invoking force majeure - at the request of the other Party - will prove that the circumstances invoked by it prevented it from fulfilling its contractual obligations.
 6. Each Party shall at all times make all reasonable efforts to minimize any negative effects resulting from force majeure in the performance of the Agreement.
 7. If the event of force majeure makes it impossible to perform this Agreement for a period longer than 1 (one) month, the Parties will have the right to terminate the Agreement with immediate effect.

Final Provisions

§ 12

1. Any communication related to the Agreement concluded on the basis of these GTC should be made in writing using post, fax or e-mail and be directed to the address of the other Party listed below or to any other address specified in writing or resulting from the public register. In the case of the Seller: 42-520 Dąbrowa Górnicza ul.Chemiczna 6, phone: +48 32 261 31 90, fax +48 32 268 63 27, email: biuro@drp.pl, with a copy to the attention of the supervisor of the Seller's employee dealing with The buyer. In the case of the Buyer: to the Buyer's address specified in the order or other previously used in contacts with the Seller.
2. Agreements concluded on the basis of these Terms and Conditions shall in no way constitute an indication of the will to enter into a partnership agreement, joint venture agreement or any other similar agreement in any way. Neither Party becomes an agent, employee or representative of the other Party.
3. These GTC constitute a binding agreement between the Parties and their legal successors, in particular the buyers of the enterprise or its organized part related to the Agreements concluded on the basis of these GTC. The rights and obligations arising from these GTC may be transferred to third parties only by way of universal succession, with the Seller retaining the right to assign or transfer receivables under the Agreement. Nothing in these Terms and Conditions apart from those mentioned above shall constitute grounds for considering them as giving the right to transfer the rights and obligations under these GTC to any third party.
4. In the event that any provision of these GTC is or becomes invalid, ineffective or unenforceable, the Parties recognize that the legal act performed on the basis of these GTC shall remain in force for the remaining parts of it to the extent permitted by law. The Parties undertake to replace the invalid, ineffective or unenforceable provisions referred to above with provisions that best correspond to the agreed consensual intention of the Parties and the economic purpose of the transaction concluded on the basis of these GTC.
5. The provisions of Polish law shall apply to the Agreement (s) concluded on the basis of these GTC, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
6. In the event of a dispute related to the Agreement or these GTC, the Parties will resolve amicably. In the event that the Parties fail to reach an agreement within 14 (fourteen) days from the date of the dispute being reported to the Party by the other Party, the dispute shall be submitted to a competent common court for the seat of the Seller.

Dąbrowa Górnicza, November 2, 2020