



## **YETICO S.A. GENERAL TERMS OF SALE**

### **§ 1. General provisions**

1. These General Terms of Sale (hereinafter referred to as the "GTS") govern the rules of sale of polystyrene foam (hereinafter referred to as the "Products") manufactured by Yetico S.A. with its registered office in Olsztyn (hereinafter referred to as the "Seller"), as well as deliveries of these Products by the Seller.
2. The GTS form an integral part of the Contract concluded by the Parties and shall be valid for the duration of the contract.
3. Individual provisions of GTS may be amended or excluded only by prior written consent of the Seller.
4. In the event of any discrepancy between these GTS and the Contract of the Parties, the provisions of the contract shall prevail.
5. If any provision of these GTS is found to be contrary to a document other than the Contract (e.g. the Buyer's General Terms), these GTS shall prevail.
6. These GTS shall not apply to consumer sales within the meaning of the Act of 30 May 2014 on consumer rights ["Ustawa o prawach konsumenta"].

### **§ 2. Placement of orders, formation of contract**

1. No proposals, prospectuses, price lists or advertisements, nor any assurances, promises and guarantees made orally by the Seller's employees in connection with the Contract shall constitute an offer of sale binding upon the Seller within the meaning of Civil Code ["Kodeks cywilny"] regulations.
2. The Contract is concluded between the Parties upon:
  - a) conclusion of a separate sales/delivery agreement in writing,
  - b) acceptance and confirmation by the Seller of the order placed by the Buyer.
3. An Order shall not be binding upon the Seller unless accepted and confirmed thereby. An absence of a reply from the Seller shall in no case be understood as acceptance of the Order.
4. Each Order should be placed in writing by fax or e-mail and should include at least the following information:
  - a) Buyer's particulars, address and tax/VAT registration number (NIP),

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- b) details of the ordered Product, including specification, quantity, etc.,
- c) full address for delivery,
- d) identification of the contact person – full name and phone number,
- e) identification of the authorized consignee/recipient,
- f) legible signature of the person authorized to place orders on behalf of the Buyer.

5. Orders for the Products to be collected by the Buyer should be placed at least 3 days in advance of the anticipated collection date. Orders to be delivered by the Seller should be placed at least 5 days in advance of the estimated delivery date.

6. Orders should be signed by persons authorized by the Buyer. Persons working at the Buyer's premises are assumed to have such authorization.

7. The Contract shall be deemed concluded once the Seller accepts the Buyer's order in accordance with the terms and conditions specified in the order acceptance confirmation.

8. The Buyer shall be liable for the consequences arising from incorrect or incomplete data in the order, and the Seller shall be entitled to charge the Buyer with any costs arising therefrom.

9. If the Seller so requests, the Buyer must provide the Seller with a certificate of registration from the KRS (the National Court Register) or other appropriate register, a certificate of registration in the REGON (Business Register), certificate of NIP/VAT (tax number) assignment, a statement on the name of the bank servicing the Buyer's bank account (together with the bank account number), a letter of authorization or other document(s) attesting that the person placing the order has been duly authorized to represent the Buyer, as well as financial documentation and/or tax return statements against which the Buyer's financial standing can be assessed.

### **§ 3. Prices and terms of payment**

1. The Buyer shall make payment for the delivered polystyrene foam in accordance with the price per m<sup>3</sup> applicable on the day of delivery or order placement. The Seller shall state the appropriate price in each order acceptance confirmation. VAT shall be added to the price at the rate applicable as at the invoice date.

2. The Seller shall only process orders after they have been unambiguously confirmed by the Seller as accepted, including through means of communication such as fax, e-mail, etc.

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3. The date of payment shall be the date specified in the invoice or any other date agreed by the parties in writing.

4. For payments by wire transfer, the date of payment shall be the day the funds are credited to the Seller's bank account. Payments for the Product made prior to delivery shall be treated as advance payments, and shall be credited towards the price upon delivery of the Product.

5. In the event of a delay in payment of the price on the part of the Buyer, the Buyer shall pay the Seller statutory interest for the delay (which shall not require a separate call for payment). The interest, as well as any other amounts mutual claims, may be deducted from the Buyer's future payments.

6. The Buyer may not deduct its amounts claimed on the Seller from the Seller's receivables arising from the Contract for sale or delivery of the Products.

7. If the Buyer fails to pay the amounts due within the due date specified on the invoice or otherwise jointly agreed on by the Parties in writing, the Seller may withdraw from the breached sections of its contracts with the Buyer within one month of the event justifying the withdrawal. In such a case, the Buyer shall be obliged to cover any damages incurred by the Seller as a result. Amounts not due as at the date of withdrawal by the Seller from its sales/delivery contracts with the Buyer shall become payable immediately.

#### **§ 4. Payment guarantee**

1. The Seller may, at its discretion, make the sale/delivery of the Products conditional on a pre-payment, or alternatively, at any time during the performance of the Contract – request that the Buyer guarantee payment for the sale/delivery.

2. With the written consent of the Seller, it is possible to establish a guarantee other than the one indicated above, as well as to change the type of guarantee already established.

#### **§ 5. Buyers' credit**

1. The Seller may, at its discretion, grant the Buyer a buyer's credit for deliveries with a deferred payment date, but no more than the amount of buyer's credit insurance. The Seller shall individually specify the form of collateral for the debt on each subsequent Order or Contract.

2. The total debt limit shall include the gross value of deliveries made under the contracts concluded by the Buyer with the Seller, and shall vary depending on the type of collateral provided and the current financial standing of the Buyer.

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3. If the Buyer fails to render payment on time or exceeds the buyer's credit limit, the Seller may suspend the acceptance of new orders and the execution of previously accepted orders, as well as suspend or limit the shipment and handover of the Products under all contracts concluded with the Buyer, until such time as all receivables (due or not yet due) have been paid in full.

### **§ 6. Ownership title**

1. The title to the Product shall pass on to the Buyer upon full payment. Until such time, the Product shall remain the property of the Seller. Any risk arising from the possession or storage of the goods shall pass on to the Buyer upon delivery of the Products. If the Buyer fails to render payment within the due date specified in the Contract, the Seller may request that the Product be returned within 3 days from the date of communicating such a request to the Buyer.

2. Once the Buyer exercises control over the delivered goods, the Buyer may not dispose of the goods to the extent that it may be entitled to do so as their owner until it renders the respective payment.

### **§ 7. Delivery arrangements**

1. The accepted delivery schemes are as follows:

- a) delivery by the Seller via vehicle to the place of delivery specified by the Buyer in the order,
- b) collection of goods by the Buyer, to be loaded onto the transportation provided by the Buyer from the Seller's warehouse at one of the Seller's production plants: • Olsztyn Production Plant, Towarowa 17a St., 10-416 Olsztyn, Poland • Galewice Production Plant, Przemysłowa 5 St., 98-405 Galewice, Poland • Gorzów Wielkopolski Production Plant, Mosiężna 14 St., 66-400 Gorzów Wielkopolski, Poland • Tarnobrzeg Production Plant, Zakładowa 41 St., 39-400 Tarnobrzeg, Poland.

2. Deliveries by vehicle arranged by the Seller shall be subject to the following rules:

- a) The Seller shall deliver the Products to the place of delivery specified by the Buyer;
- b) When preparing the delivery ordered by the Buyer, the Seller shall endeavour to optimize both the cost of transport and the use of cargo box space, and the Products shall be loaded onto the transportation in accordance with applicable laws and regulations;
- c) The Buyer shall be responsible for arranging the unloading of the goods. The Buyer shall ensure prompt, efficient unloading of the Products and shall exercise due care to avoid damage to the means of transport. If the Buyer refuses to unload the Products or if the unloading is delayed,

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hindered or non-compliant with the technical requirements. The Buyer shall compensate for the resulting loss, unless the refusal or delay in the unloading was caused by reasons attributable to the Seller;

- d) In the event of any restriction that would block the traffic of standard vehicles used for shipping the Products, the Buyer shall notify the Seller and provide appropriate permits;
- e) If the Products are unloaded after dark, the Buyer must ensure that the unloading site is well lit;
- f) The costs of any damage to the Products being unloaded shall be borne by the Party responsible for unloading;
- g) Receipt of the Products must be confirmed by the authorized consignee with a legible signature;
- h) Delivery shall be deemed completed upon the delivery of the Products to the place of delivery, together with the handover of the shipping documents and/or the delivery note ("WZ") to the Buyer or its authorized consignee. The Buyer (or its authorized consignee) must sign the delivery note and indicate the date and time of delivery;
- i) If the Buyer provides the wrong delivery address, causing the Seller to deliver the Products to the wrong place, the Seller may charge the Buyer with the additional costs caused by that error.

3. Collection by the Buyer (directly from the Seller's warehouse):

- a) The Seller shall load the Products onto the transportation provided by the Buyer;
- b) The Products shall be collected on the accepted collection date from a Seller's warehouse (located at a production plant of the Seller) within the operating hours of the Seller's Sales Department,
- c) When reporting for collection of the Products, the consignee must have a specific (one-time) or time-limited authorization form issued by the Buyer, which must include the name of the driver, proof-of-identity number, car registration number, order confirmation number, and signature of the Buyer;
- d) The transportation provided by the Buyer should guarantee safe transit of the products within the permissible payload limits;
- e) The volume of the goods collected by the Buyer onto its own provided transport may not exceed the limits set out in applicable provisions of law. The Seller may refuse to onload goods in excess of the limits.

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4. The risk of loss or damage to the Products passes to the Buyer upon the handover of the Products to the Buyer or, if the Products have been consigned to the Carrier – upon the handover of the Products to the Carrier, regardless of who bears the costs of transport.



## **§ 8. Handover of Products**

1. When collecting the ordered Products, the Buyer must (in the presence of the Seller or the Carrier):

- a) check that the quantities of the Products are as ordered at the time of delivery,
- b) check the general condition of the packaging and the products, especially for any evident defects.

2. The Buyer (or its authorized consignee) shall confirm that the Products are compliant with the order and bear no evident defects by placing a legible signature on the delivery note.

3. If the Buyer accepts the Products without examining them, this shall be deemed tantamount to confirming that the Products have been delivered in the ordered quantity and without evident defects.

4. Any non-conformity of the delivery must be recorded in the delivery note and reported to the Seller by the Buyer. Objections of the Buyer to the terms of delivery shall not relieve the Buyer from its obligation to collect the Products. In the event of objections, the Buyer is entitled to file a complaint under the complaint procedure, in accordance with § 10 hereof.

5. The Seller shall be deemed to have met the deadline for delivery of the Products to the Buyer if it has delivered them to the Buyer at the place and on the date indicated in the order and/or the Contract. The Seller shall not be liable for delays in Product shipping caused by reasons beyond its control (bad weather, fortuitous events, non-culpable shortages of transportation, etc.).

6. If the Buyer fails to collect the ordered Products within the deadline, the Buyer shall pay to the Seller a contractual penalty of 50% gross value of the ordered Products. Such failure to collect shall also entitle the Seller to withdraw from the Contract with the Buyer (in whole or in the part not performed). The Seller's withdrawal from the Contract shall not relieve the Buyer from its obligation to pay the stipulated contractual penalty.

## **§ 9. Limitation of Seller's liability**

In the event of non-performance or improper performance of any obligation under the Contract, the Seller shall be liable to the Buyer only for losses which are a normal consequence of culpable action or omission on the part of the Seller, and only to the extent of the Buyer's actual loss. The Seller's liability shall in no case exceed the gross price of the Product batch to which the non-performance or improper performance pertains.

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## § 10. Quality of products, complaint procedure

1. The Seller has declared the performance and intended use for each product. Technical Data Sheets and Declarations of Performance for individual Products are available for download on the Seller's website at [www.yetico.com](http://www.yetico.com) ("RESOURCES/TECHNICAL DOCUMENTS" sub-page).
2. The Buyer shall use each Product for its recommended uses, as specified in the Product's Technical Data Sheet and the Declaration of Performance.
3. The Seller shall not be liable for any deterioration of Product quality resulting from improper storage, further processing (including mixing) or transfer to another location.
4. The Seller shall be liable for the fitness of the Products for a specific purpose only in cases where the Seller has given the Buyer written assurance that the Products are fit for that purpose.
5. The Buyer shall be entitled to make a quantity complaint only for deliveries shipped by the Seller's means of transportation. The Buyer should check each delivered batch of Products for conformity with the quantity ordered and immediately report any non-compliance to the person delivering the Product, record the non-compliance in the delivery note, and notify the Seller or the Seller's Regional Head of Sales responsible for liaising with the Buyer.
6. If the Seller has communicated a delivery time and failed to meet it, the Buyer shall record the actual delivery time in the delivery note and notify the Seller or the Seller's Regional Head of Sales responsible for liaising with the Buyer. The Buyer shall submit its delay complaint within 7 days of the delivery date.
7. Quality defects in the Product must be notified by the Buyer to the Seller no later than 7 days after the defect was discovered. In any case, the right to report a quality defect expires 1 year from the date of Product delivery.
8. The complaint should be submitted in writing to the Customer Service Office at the Seller's production plant from which the Product was purchased, or to the Seller's Regional Head of Sales responsible for liaising with the Buyer. The complaint should state:
  - a) company name and contact details of the complainant,
  - b) subject of the complaint: type of Product, photo of the packaging label, size of the batch under complaint (accompanied by copies of Product delivery notes), method of delivery and unloading, date of unloading, and date of complaint,
  - c) reason for the complaint,

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- d) consent to reimburse any costs related to the processing of the complaint by the Seller (in case the Buyer's complaint proves invalid).

9. The Seller shall investigate the source of each complaint individually and make every effort to eliminate it. Where in doubt, the Seller shall act with due regard to the legitimate interests of the Buyer.

10. The Buyer shall secure the batch of Products under complaint to enable inspection by the Seller. The Seller shall be entitled to delegate a representative to perform the inspection at a time agreed by the Parties. The Seller's representative shall be entitled to take samples of the Products under complaint during the inspection (for laboratory testing).

11. The Seller shall process the Buyer's complaint within 14 days from the date of receipt, unless the Seller has taken Product samples for laboratory testing as part of the complaint procedure, in which case the complaint shall be processed within 14 days after the Seller has received the test results.

12. The Buyer may make a claim once the complaint procedure has been completed.

13. Where a quality complaint proves valid, the Buyer may claim a partial refund for the defective batch of Products or a defect-free replacement (whichever the Seller decides in its discretion).

14. Upon the exercise of this right, the Buyer shall be entitled to no more rights under the statutory warranty nor to any further claims for compensation.

15. The Seller shall not be liable for the Buyer's mistakes in choosing a Product range, nor for design/manufacture errors of third parties.

## **§ 11. Contract termination**

1. If the Contract has not been made for a definite or indefinite period of time, either Party may terminate such a Contract with one month's notice by submitting a declaration to that effect in writing.

2. The Seller may terminate the Contract with immediate effect in writing if:

- a) The Buyer is late in payment by more than 14 days and, despite a written call for payment, still fails to pay the amounts due,
- b) The Buyer has breached these GTS,
- c) The Buyer has become insolvent and/or has filed for bankruptcy,
- d) The Buyer has made any agreement with creditors that is against the best interest of the Seller and/or has been put into liquidation,

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- e) The Buyer is a limited liability company ["spółka z ograniczoną odpowiedzialnością"] or a joint-stock company ["spółka akcyjna"] whose Shareholders (by way of a Meeting of Shareholders) have adopted a resolution to dissolve the company for reasons other than a transformation or a merger,
- f) Enforcement proceedings have been initiated against the Buyer's assets and/or third parties have filed a property claim that has put the Buyer's financial standing in major jeopardy.

### **§ 12 Final provisions**

1. The court for the Seller's registered office shall be the court competent to resolve disputes arising out of the Contract.
2. To all matters unsettled herein, relevant provisions of the Polish Civil Code ["Kodeks cywilny"] shall apply.
3. These GTS have been published by the Seller and are available for download at [www.yetico.com](http://www.yetico.com) ("RESOURCES/OTHER DOCUMENTS" sub-page).

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