

## General Terms of Orders, Deliveries and Warranties (GTODW)

### 1. General provisions and definitions

**1.1 General Terms of Orders, Deliveries and Warranties** (of 31st December 2015), hereinafter referred to as „GTODW”, regulate:

- conditions of ordering goods and services at Petbottle Sp. z o.o.
- conditions and mode of delivering goods and services at Petbottle Sp. z o.o.
- conditions of payments for the goods and services ordered at Petbottle Sp. z o.o.
- terms of granting **Warranties**, form of making claims, mode of processing and terms of completing warranty repairs.

**1.2 Petbottle Sp. z o.o.**, is the **Supplier** of goods and services, which hereinafter are referred to as "**Products**". The registered office of **Petbottles Sp. z o.o.** is located at: Trzy Lipy 3, 80-172 Gdańsk, National Court Register KRS: 0000525237, Tax Identification Number NIP 957-107-52-37, National Business Registry Number REGON: 222170730. Petbottle is the owner of the Petbottle and 3DConcept brands as well as trademarks and it is hereinafter referred to as the "Supplier" or "Party".

**1.3 A Recipient** is understood as each entity (natural person, legal person or an institution), which has formalised its trade relations with the **Supplier** in the form of an **Order** (according to section 2.1) and/or in a form of a **VAT Invoice**, which the Supplier has issued to a **Recipient** in connection to the **Order** which has been made. An enquiry for quotation is not sufficient to gain the status of a **Recipient**.

**1.4 Products**, which have been mentioned in section 1.2 and section 1.5 are commercial objects and actions which have been produced in connection with the main and/or auxiliary activity of the **Supplier**, for commercial purposes, with the use of the **Supplier's** own assets and/or with the involvement of **Co-operator's** assets (according to the definition in section 1.6). The assets are: human capital (personnel), monetary assets, tangible assets (real estate, machines, devices and vehicles), equipment (tools), consumables, utilities, intangible and legal assets (software, technologies, trademarks, brands, patents, skills that are natural or have been acquired during business activity of the **Supplier** or the **Co-operator**).

**1.5 Products** offered by the **Supplier** are free from any external physical or legal defects and have been approved for distribution in Poland and the European Union. The **Supplier** offers the following **Products**:

- a) Goods:
  - blow moulds, injection moulds, casting moulds (or their parts: cavities, bodies, centring systems, etc.);
  - spare parts for blowing and bottling machines, especially: clamps, mandrels, pivots, stars, spacers;
  - used blowing and bottling machines;
- b) Services:
  - artistic design of the container, sketches, drawings;
  - design of the container (preparation of technical documentation);
  - design of the mould (preparation of technical documentation and detailed design documentation);
  - modelling of the container in the FDM technology with a 3D printer (3D print);
  - metering of the container and a part of the mould, preparation of measurement certificates;
  - preparation of subcontracting documentation (operation and maintenance manuals, warranty certificate, certificates of conformity);
  - preparation of the goods for shipment (transport safety measures, packing).
- c) Other goods and services on a **Recipient's** request: transport, packing, storage, metering, expert report, test, consultation, performance tests, etc.

**1.6** Within its statutory activity, the **Supplier** uses cooperation at its sole discretion. A **Co-operator** is a natural or legal person, which is an economic entity, bound with the **Supplier** with an agreement (cooperation agreement, contract of mandate, contract for a specific task or another contract). Each **Co-operator** has been

categorised by the **Supplier**, i.e. according to the **Supplier's** internal procedures which have been adopted and applied in the relevant field:

- underwent a preliminary audit;
- signed a Confidentiality Agreement
- was approved to conduct works in the set scope which has been agreed on;
- undergoes constant quality control;
- undergoes regular, ongoing control during the completion of each project;
- always undergoes pre-handover inspections.

## 2. Orders.

### 2.1 Mode of granting an **Order**.

Granting of an **Order** is completed chronologically, according to the following schedule:

- a non-formal enquiry for quotation issued by the interested party (by traditional post or email);
- the offer on the **Supplier's** form which contains all the relevant terms of the **Order** as well as the acceptance of the **GTODW** by the Recipient (via traditional post or email);
- signing a Confidentiality Agreement
- an order from the **Recipient** without a formal date, which refers to the number and date of the offer made by the **Supplier** (via traditional post or email);
- signing an agreement on the delivery of the **Product** (optional);
- sending the confirmation of the acceptance of the **Order** for completion together with a prepayment (pro-forma) **VAT Invoice** according to the offer of the **Supplier** (in writing via traditional post or email);
- production and delivery of the **Product** to the **Recipient**;
- issuing a **VAT Invoice** and sending it to the **Recipient**;
- payment of the **VAT Invoice** by the **Recipient** according to the terms of the offer of the **Supplier** or an agreement which has been signed.

### 2.2 Completion of the **Order**.

The **Supplier** starts completing the **Order** after the amount of the advance payment has been recorded on the bank account, based on a prepayment (pro-forma) **VAT Invoice**, according to the provisions of the **Supplier's** offer (or the agreement between the Supplier and the **Recipient**), having regard to the provisions of sections 2.1 and 4.2. Lack of payment of the amount of the advance payment within the validity period of the **Supplier's** offer entitles the **Supplier** to withdraw from the completion of the order or agreement without the obligation to notify the (potential) **Recipient** about that fact.

### 2.3 The course of the completion of the **Order** is in accord with the offer timetable presented to the **Recipient**.

The **Supplier**, especially the project engineer, remains in constant contact with the person responsible for the project who has been appointed by the **Recipient**. Depending on the preferences of the **Recipient**, the contact takes place via telephone, email, post or in person. If the individual character of the project requires it, the **Supplier** visits the indicated establishment of the **Recipient** to complete an audit of the devices or participate in the installation and/or the performance tests. The **Supplier** informs the **Recipient** about the progress of the works, consults the technical details and arranges a precise time and place of delivery.

2.4 If the **Supplier** believes the situation requires this, the **Supplier** shall provide the **Recipient** with up-to-date information connected with potential technical contingencies outside the offer timetable, which can affect the date of the project completion together with a proposal of solution to the problems.

2.5 The date of **Product** delivery is calculated from the date of the advance payment, which has been mentioned in section 2.2.

### 3. Delivery

**3.1** The delivery is completed at the time defined in the offer timetable, in a form and mode which is compliant with the **Supplier's** offer. The delivery is completed at the cost of the **Recipient** (EXW), unless the **Supplier's** offer to the **Recipient** provides otherwise, taking into account the provisions of section 2.5, subject to section 5.9.

**3.2** The **Supplier** has the **Product Delivery** completed by a professional courier service, post or the **Supplier's** own transportation, at the **Supplier's** sole discretion, according to the provisions of section 3.1. The **Recipient** may collect the **Product** from the **Supplier** on his or her own, upon a prior arrangement.

**3.3** Regardless of the form of transportation set forth in section 3.2, the **Supplier** is obliged to professionally secure the delivered **Product** for the time of transport to the **Recipient**. The **Supplier** shall use the necessary materials and packaging, which to the best of its knowledge and according to the past experience shall sufficiently protect the delivered item from potential damage during transport.

**3.4** On the day when the item is consigned, the **Supplier** shall promptly notify the person responsible for the project on the part of the **Recipient** about the fact that it was consigned, the form of its consignment and the expected time of delivery and provide the number of the waybill.

**3.5** Consignment of each **Product** is accompanied by the following documents:

- a) Goods dispatched note (2 copies, the **Recipient** signs one copy and sends it to the **Supplier**);
- b) Technical Documentation: Operation and Maintenance Manual;
- c) **Warranty Certificate** or **Quality Certificate** (in the case of 3D print);
- d) Measurement Certificates;
- e) Statement of Conformity;
- f) Others, e.g. a CD with documentation.

**3.6** Before he or she accepts the delivered item from the **Supplier**, the **Recipient** is obliged to check if the packaging has not been damaged during transport. Special attention must be paid to the condition of the security features of the parcel, i.e. tapes, foil, seals, etc. If the packaging of the item shows signs of damage, the parcel should not be accepted. A damage report as to be made immediately and the **Supplier** must be informed promptly. The inspection of the parcel at the receipt is a necessary condition for the potential **Recipient's** claims arising from the damage in transport to be allowed and for potential compensation.

### 4. Payment

**4.1** The **Recipient** makes the payment for the **Product** in accordance with the terms of the offer made to the **Recipient** by the **Supplier**.

**4.2** If the terms of the offer or agreement which have been mentioned in section 2.1 provide so, the **Supplier** issues and sends a prepayment (pro-forma) **VAT Invoice** promptly after the acceptance of the order, together with the confirmation of the acceptance of the order for completion. It is only possible to send a prepayment (pro-forma) **VAT Invoice** in an electronic form, to the email address of the **Recipient** provided for correspondence with the **Supplier** in connection with the completion of the project.

**4.3** The **Supplier** issues and sends the **VAT Invoice** promptly after the completion of the project, separately from the transport of the **Product** via registered mail to the address and persons appointed by the **Recipient**.

**4.4** The date when the payment of the **VAT Invoice** is due is stated in the **VAT Invoice** and is compliant with the terms of the **Supplier's** offer and/or with the provision of the agreement concluded by the **Supplier** and **Recipient**.

**4.5** The date of crediting the **Supplier's** bank account stated in the **VAT Invoice** is deemed the date of the **VAT Invoice** payment.

## 5. Warranty

**5.1** The **Supplier** grants a **Warranty** for its products enumerated in section 1.5 a) for the period of 18 months.

**5.2** The **Warranty Certificate** is the proof of the **Warranty** being granted and it entitles the **Recipient** to use the **Warranty**. The **Warranty Certificate** is a personal certificate issued to the **Recipient** and contains the characteristics of the **Product** to which it pertains, which allow for its clear identification: the number of the project, its brand, the kind and type of the machine, serial numbers, other physical features of the producer permanently placed on the **Product**.

**5.3** Each **Warranty Certificate** contains a date of issuing, from which the **Warranty** period is calculated.

**5.4** The scope of the **Warranty** is defined in the **Warranty Certificate**. The **Supplier** reserves the right to change the scope of the **Warranty**, depending on the **Product** specification.

**5.5** The **Recipient** may only apply for a warranty repair in writing, within the scope of the **Warranty** and send it via a registered letter to the address of the registered office of the **Supplier** defined in section 1.2.

**5.6** Upon the receipt of the application for a repair, the **Supplier** shall promptly confirm the fact that the **Recipient's** application for a warranty repair was accepted and inform about the planned time and place of the completion of the repair. If possible, the **Supplier** shall take into account the preferences of the **Recipient** in this respect, given the place and time of completing the works, the degree of their urgency in relation to the technological process of the **Recipient** and with regard to the economy as well as the adequacy of the actions taken to remove the fault.

**5.7** If removing a fault in connection with the application for a repair from the **Recipient**, which has been mentioned in section 5.5 requires the engagement of a **Co-operator**, who has been mentioned in section 1.6, the **Supplier** shall promptly take actions aiming at arranging the time and place of the repair's completion together with the **Co-operator** and arrange for the repair to be completed as soon as possible. The **Co-operator** takes actions in a form and scope which have been agreed on by the **Supplier** and at the **Supplier's** cost and risk.

**5.8** After the fault reported by the **Recipient** is removed, the **Supplier** informs the **Recipient** about the completion of the works in writing. The **Warranty** period is automatically prolonged by the period which has passed since the date of the application for a warranty repair in writing to the date of **Supplier** informing the **Recipient** about the fault being removed.

**5.9** The delivery of the **Product** to the **Recipient** after the fault is removed as a part of an application for a warranty repair is completed at the cost of the **Supplier**.

## 6. Final Provisions

**6.1** By accepting the **GTODW**, the **Recipient** agrees to his or her personal data being processed by the **Supplier** or its contractors in Poland or abroad in connection with the performance of sales **Agreements** concerning **Products** offered by the **Supplier** and for marketing purposes connected with the business activity of the **Supplier**. The **Recipient** is granted all the rights under the provisions of the Act of the 29th of August 1997 on personal data protection (Journal of Laws, No. 133, item 883 as amended), especially the right to inspect his or her personal data and to correct it.

**6.2** A **Product** may be ordered from the **Supplier** upon the acceptance of the **GTODW**. Placing an **Order** is tantamount to accepting the **GTODW**.

**6.3** Copying, using and duplicating any of the materials, i.e. the pictures, photographs and content available on the **Supplier's** websites [www.petbottle.pl](http://www.petbottle.pl), [www.petbottle.com.pl](http://www.petbottle.com.pl) and [www.3dconcept.com.pl](http://www.3dconcept.com.pl) without the **Supplier's** consent is prohibited. The above-mentioned content constitutes an intellectual property of the Supplier and is subject to legal protection.

**6.4** The **Supplier** and the **Recipient** shall keep all the information provided to each other confidential, unless it belongs to the public domain or a written permission to use the information was granted. The obligation to respect confidentiality pertains to all types of carriers and applies to employees, contractors and other parties involved in the completion of the project connected to the **Order**, both on the part of the **Supplier** and the **Recipient**. The **Parties** agree to the possibility of concluding a separate confidentiality agreement to regulate the issues in detail and protect their intellectual property.

**6.5** Except in the case of a force majeure event, the **Parties** are liable for the actual and documented damage caused to the other Party by a culpable failure to perform or improper performance of its obligations or their part arising from the Order and/or Agreement in accordance with the general regulations set forth in the Civil Code.

**6.6** By a force majeure event, the **Parties** understand circumstances which are not dependent on the will of any of the **Parties**, whose occurrence could not have been foreseen or prevented, with due diligence, by any of the **Parties**. A force majeure shall especially mean: aberrant weather, natural disasters, catastrophes, military mobilization, application of an embargo, closure of borders, state of emergency, strike, technical failures of the machines and devices, power cuts, transport prohibitions issued by the public authorities. The Party affected by a force majeure is obliged to notify the other Party about that fact, or it shall not be entitled to invoke the force majeure clause. The **Parties** shall undertake immediate action to define the way of managing the situation in order to complete the provisions of the **Order** and/or **Agreement**.

**6.7** The **Recipient** shall promptly notify the **Supplier** about each change of his or her registered office, place of residence or correspondence address (including email address or fax number, if they have been provided to the **Supplier**.) If there is no such notification, the deliveries to the address provided in the **Order** and/or in the signed **Agreements** or other commercial settlements shall be considered effective.

**6.8** Should some of the **GTODW** provisions be ineffective, also as a result of an introduction of legal regulations which state otherwise, the remaining provisions shall not be affected.

**6.9** When accepting the **GTODW**, the **Recipient** grants a permission for his or her to be processed by the **Supplier**, so that the **Order** can be completed as well as for marketing purposes connected with the **Supplier's** business activity.

**6.10** The legal relationships with the **Recipient** are regulated solely by the provisions of Polish law. The **Supplier** and the **Recipient** shall attempt to settle all disputes connected with the completion of the Orders and/or Agreements to which these conditions apply amicably. In the case of an impossibility to settle the matter amicably, all disputes arising directly or indirectly from these provisions shall be determined by appropriate common courts of law having jurisdiction over the **Provider's** registered office.