

## **GENERAL WARRANTY CONDITIONS DAFO Plastics SA**

### **Definitions:**

**Warrantor, Seller** – DAFO Plastics SA with its registered office at ul. Waksmundzka 193, 34-400 Nowy Targ, KRS [National Court Register] No.: 0000048512, NIP [VAT No.]: 735-000-88-56.

**Warranty Document** – a document issued by the Seller to the Buyer specifying the quality of the sold item in accordance with Article 577 § 1 of the Polish Civil Code.

**General Warranty Conditions (GWC)** – this document.

**Complaint** – a notification of warranty claims by the Buyer in the form specified in the General Warranty Conditions.

**Commercial Goods** – bottles, jars, polyethylene tubes, nuts, caps, and other items being the subject of sale by the Warrantor.

**Parties** – the Warrantor and the Buyer (collectively).

**Buyer** – any domestic or foreign entity (legal or natural person) purchasing commercial goods from the Warrantor.

**Carrier** – an entity acting on behalf of the Warrantor or the Buyer, transporting commercial goods to the place agreed by the Parties.

### **General provisions**

1. The Seller shall guarantee proper quality of the goods sold and ensure that the goods delivered to the Buyer meet quality standards specified in the current Technical Acceptance Specifications (TAS) or requirements specified in the Buyer's order.
2. The Buyer shall deliver the goods to the Seller at the Seller's expense. The Buyer shall deliver the goods to the Seller only at the Seller's express request and in the manner indicated by the Seller. The Seller shall cover reasonable and actual costs of transport and replacement incurred by the Buyer. If the goods are not delivered to the Warrantor, the Buyer shall store the goods subject to complaint until the complaint procedure is completed.
3. The Warrantor shall have the right to refuse warranty replacement in the following cases: (1) the Warrantor has found the data specified on the documents to be inconsistent with the data located on the goods; (2) the repairs have been made by the Buyer on its own.
4. The Warrantor shall keep an internal record of sold goods. The Warrantor reserves the right to verify whether the batch of goods subject to complaint has been purchased in its sales network.

### **Scope of the warranty**

1. The warranty shall include liability for defects in material and workmanship.
2. The warranty shall be excluded if the Buyer was aware of the defect at the time of receipt of the goods.
3. If the product is in the "as new" condition, the complaint shall be processed within 14 working days from the date of acceptance of the complaint notification.
4. If, due to the circumstances beyond the control of the Seller, the Warrantor is unable to recognise the nature of the defect claimed, the complaint processing time may be extended as necessary. The Buyer shall be informed, by a separate letter, of the need to examine the goods in detail or the occurrence of the circumstances referred to in the preceding sentence.
5. A complaint notification lodged under warranty terms shall be processed upon submission of a correctly and legibly completed warranty claim form for the goods subject to complaint and a purchase invoice.
6. The warranty shall cover defects in material and workmanship only.

### **Warranty period**

The Seller shall provide warranty for the goods sold for a period of six months from the date of sale of the goods, unless otherwise specified in the Warranty Document.

### **Warranty exclusions**

1. The warranty shall not cover damage or defects caused by:
  - a) improper storage or storage incompatible with the features of the goods,
  - b) fire, theft, burglary, or wilful damage caused by the Buyer or a third party,
  - c) industrial precipitation, chemical deposits, acid or alkaline rain, external factors and weather conditions, such as asphalt, stones, gravel, sand, hail, salt, bird droppings, windstorms, radiation, etc., exceeding the standards envisaged for a particular group of goods.
2. The warranty shall not cover accident damage and its results.
3. The warranty shall not apply to the goods subject to any repairs or alterations by the Customer.

### Quantity complaint guidelines

1. The Buyer shall inspect the delivery immediately.
2. If the shipment is damaged, the quantitative deficiencies in the delivery shall be found upon receipt of delivery in the presence of a representative of the Delivery Carrier and reported to the Seller no later than on the first working day after the day of delivery. This provision shall not apply if the delivery has been commissioned to the carrier by the Buyer.
3. If, upon receipt of the goods, there is no noticeable damage to the shipment, and quantitative deficiencies have been discovered upon unpacking, the Seller shall be notified no later than 3 days from the date on which the quantitative shortages were discovered.
4. A quantity complaint submitted to the Warrantor shall include the following information:
  - a) written notification of the complaint with the date and shipment number,
  - b) number and date of the purchase document,
  - c) for a damaged shipment, a report drawn up in the presence of a representative of the Delivery Carrier specifying the deficiencies,
  - d) if quantitative deficiencies without noticeable damage to the shipment have been found, a report drawn up by at least two representatives of the consignee.
5. If the complaint is not delivered within the specified time in writing, the consignee shall be deemed to have accepted the delivery in full.
6. Discrepancies between the quantity of the delivered goods and the quantity resulting from the order, within the limits specified in the General Terms of Sale and Delivery, shall not be covered by the warranty.

### Quality complaint guidelines

1. Quality deficiencies in the delivered goods may result from the following situations:
  - a) damage to the shipment during transport,
  - b) defects in material and workmanship.
2. In the case of damage to the shipment during transport, the Buyer, upon discovery of the defects of the delivered goods, shall draw up a damage report in the presence of a representative of the Delivery Carrier and notify the Seller on the first working day after the delivery at the latest. The buyer shall keep the damaged goods and the entire packaging. This provision shall not apply if the delivery has been commissioned to the carrier by the Buyer.
3. If the defects of the delivered goods are due to reasons other than transport damage, the Buyer shall draw up, immediately upon discovery of the defects, a report specifying the irregularities and notify the Seller no later than within 3 days from the date of discovery of the defect.

4. A quality complaint submitted to the Warrantor shall include the following information:
  - a) written notification of the complaint with the date and shipment number,
  - b) number and date of the purchase document,
  - c) for a damaged shipment, a report drawn up in the presence of a representative of the Delivery Carrier specifying the defects of the delivered goods,
  - d) if the delivered goods have been found to be defective during storage or use, the specification of defects and irregularities drawn up by the representative of the consignee,
  - e) return of the goods subject to complaint or, if, based on reasonable grounds, the goods cannot be returned to the Seller or the Seller does not request the goods to be handed over, indication of the place of storage of the damaged goods.
5. A quality complaint reported to the Warrantor due to defects in material and workmanship shall be reported using the complaint notification form, including the attached purchase invoice.

#### **Final provisions**

1. The provisions of Title XI, Part III of the Polish Civil Code of 23 April 1964 (Dz.U. [Journal of Laws] No. 16, item 93, as amended) shall apply to all matters not covered by this document.
2. Any amendments to these General Warranty Conditions shall be made in writing and shall come into effect on the date of their publication on the Warrantor's website.
3. Any disputes arising from these terms shall be resolved by common courts of competent subject matter jurisdiction in Nowy Targ.

PREZES ZARZĄDU  
  
mgr inż. Andrzej Daczyński