

Terms & Conditions

Terms and Conditions of manufacturing and sale for AB PLASTA

The following Standard Conditions of the Sale, as varied from time to time by the Supplier, will govern the transactions and all contracts between the parties except as otherwise specifically agreed in writing by the Customer and Supplier.

1. Object of the Document. Transfer of title and risk

- 1.1. The Supplier undertakes to transfer the goods to the Customer in volume and range agreed by the Parties and the Customer undertakes to accept the goods and pay for them following terms of the present Agreement.
- 1.2. The exact volume and range of the goods to be supplied is established according to the order placed by the Customer. The Customer is aware that the range, price and volumes of goods offered by the Supplier may change from time to time. The order of goods is not valid unless confirmed in a written form by the Supplier. The order must be placed in a written form (order placed via fax or e-mail shall be considered as placed in a written form).
The supplier has no obligation to deliver an order which has not been confirmed by the supplier.
- 1.3. The order must contain: the name of the Customer, client article number, name of the good, product (good) code (or product description: product measurements, color, thickness and other), the quantity, packaging unit, price, terms of payment, delivery address, invoice address, preferred/expected delivery date, terms of delivery (DDU or EXW) according INCOTERMS, etc.
The minimum standard order per item is 4 tons (for smaller orders should be discussed and agreed separately).
- 1.4. The order shall be confirmed by the export account manager. The order confirmation shall contain confirmation date, payment and delivery terms. The confirmation for new products is performed when the marking of ordered goods and packaging are properly adjusted, required labels are printed, etc. The confirmation for repeat products is performed within 5-7 working days after placing the order.
- 1.5. If it is necessary to comply with certain procedures while delivering goods, and if it is required to comply with special packaging requirements, or requirements for pallet size, weight or other measurements, the specific requirements should be noted in the order.
- 1.6. New products will be delivered to the Customer within 8-9 weeks after order confirmation, repeat products – within 4-5 weeks after order confirmation otherwise specifically agreed in writing by the Customer and Supplier.
The Supplier has the right to deliver the goods earlier.
- 1.7. Risk of accidental loss or damage of the goods or other risk related to the goods will be transferred to the Customer without any reservations as of the moment of transfer of the goods to the Customer.
- 1.8. The Supplier may unilaterally determine the amount of deferred payment for goods (commercial credit). If commercial credit will be exceeded, orders placed by Customer will not be carried out.

2. Prices and settlement terms

- 2.1. The Supplier will periodically inform the Customer about the amount and expiry dates of the prices of the goods supplied. The Supplier will inform the customer about new prices one month prior to the new prices being implemented. The Supplier indicates the amount of the price that shall be paid by the Customer in the invoice. The price will include the expenses of delivery according to the rules of INCOTERMS.
- 2.2. The Customer is obliged to pay the Supplier according to the terms specified in the order acknowledgment provided by the Supplier.
- 2.3. In case of late payment the Customer must pay to the Supplier 0,1 % default interest from the unpaid amount for every delayed day.
- 2.4. 2.4 In case the time-limit of payment is delayed by the Customer, the Supplier has the right to suspend the supply of goods and/or decrease established amount of commercial crediting.

3. Transfer and acceptance of the goods. Complaints

- 3.1. When delivering products the Customer must on its own account verify their volume, range, sets and quality as well as compliance with the provisions of the Agreement and other applicable requirements. The customer unloads the goods regardless the quality or quantity defects. All claims after delivery of the goods has to be presented according to this Agreement.
- 3.2. The Customer confirms that it considers any order of the goods or acceptance of them placed or made by any of its employees or representatives as an appropriate order or acceptance of the Goods respectively. In addition, the Customer confirms that a signature by the Customer's employee on the invoice must be deemed as a confirmation that the Customer has received and accepted the goods listed in the invoice.
- 3.3. Complaints (claims) related to the obvious defects in quality, volume, sets, range and shelf life terms of the goods and other Goods deficiencies must be put forward to the Supplier and be accepted not later than within 5 (five) business days as of the date of delivery of the goods to the Customer. In case the Customer fails provide a complaint to the Supplier within the term referred to herein, it will be deemed that the goods are in compliance with the provisions of the Agreement and all other applicable requirements. Complaints (claims) related to the latent defects of the goods must be provided to the Supplier and will be accepted not later than within 5 (five) business days as of occurrence of such defects within the warranty term of the goods, but not longer than 6 months from the date of the delivery. In case the Customer fails provide a complaint to the Supplier within the term referred to herein, it will be deemed that the goods are in compliance with the provisions of the Agreement and all other applicable requirements.
- 3.4. The claim in addition to the defects should contain:
 - 3.4.1 Account number;
 - 3.4.2. ID number of the pallet;
 - 3.4.3. ID number of the box;
 - 3.4.4. ID number of Quality Control stamp on the tested box or on the other packaging unit.The claim must be attached with photos and examples (samples) of faulty goods.
- 3.5. The Customer is aware that the goods of the Supplier are made of post consumer polythene waste, therefore understands that goods may have a specific smell as well as inconsistent color. The Customer is also aware that Supplier's goods may have:
 - +2,5% for width and/or length production tolerances;
 - +10% production tolerances of bag, roll, carton and pallet or other packaging unit weights.
- 3.6. The Customer understands and agrees that goods are made of recycled plastic materials, therefore the complains regarding the smell of the goods and color consistency will not be accepted and reimbursed.

4. Other provisions

- 4.1. Any amendments of or supplements to this Document shall not be valid unless made in writing and duly signed by the Parties.
- 4.2. Any dispute, arising out of or relating to this contract shall be settled in good faith and negotiated. In case the agreement will not be reached, the disputes shall be settled in the court, according Supplier's residence place.