

GENERAL CONDITIONS FOR HANDLING RETURNABLE DRUMS

NPA
SKAWINA



**BORYSZEW
GROUP**

GENERAL CONDITIONS FOR HANDLING RETURNABLE DRUMS**in Boryszew S.A. Oddział Nowoczesne Produkty Aluminiowe Skawina****since 01.11.2020**

1. Overhead conductors are sold by Boryszew S.A. Oddział Nowoczesne Produkty Aluminiowe Skawina (hereinafter referred to as "NPA Skawina") on the cable drums, which are packaging not included in the price of conductors. Conductors class V or VI are sold by Boryszew S.A. Oddział Nowoczesne Produkty Aluminiowe Skawina on steel drums, which are packaging not included in the price of conductors. Cable drums and steel drums jointly hereinafter referred to as "packaging".

2. The cost of packaging is charged to the Buyer (Customer).

The Seller, at the date of sale of the conductors, issues to the Buyer a separate VAT invoice, documenting the sale of packaging, for the amount resulting from the Seller's price list for drums. The payment for the packaging is payable within the period specified in the VAT invoice.

3. The Buyer has the right to resell only packaging purchased from NPA Skawina.
4. The return of the packaging shall be at the cost and at the risk of the Customer.
5. Steel drums must be stored in roofed rooms.
6. NPA Skawina is obliged to purchase (buy back) from the Customer undamaged packaging, bought by the Customer directly from NPA Skawina, delivered to NPA Skawina's premises in good condition in the period running from the date of conductor sale to the Customer, for the following price:
 - a) up to 60 days for 100% of the sale price
 - b) from 61 to 120 days for 80% of the sale price
 - c) from 121 to 180 days for 70% of the sale price
 - d) over 181 – according to the decision of NPA Skawina granted at least via email under pain of nullity.

The Customer, after each return of the packaging, after agreeing the repurchase prices with the NPA Skawina's Customer Service Department, is obliged to issue an invoice for the returned (resold) packaging (drums), payable not earlier than 30 days since undamaged packaging is delivered and collected by NPA Skawina.

7. A document confirming the delivery of packaging to NPA Skawina is a Customer's delivery note (WZ) signed by an authorized warehouse employee of NPA Skawina and returned to the Customer.
8. Each packaging to resale is subject to quality acceptance of NPA Skawina within 3 business days from the delivery. Damage of packaging revealed during the quality acceptance is recorded in the delivery note provided by the Customer due to leaving the packaging delivered in the deposit.
9. The Customer, within 7 days of receiving abovementioned information, is obliged to declare:

- a) whether he orders their repair and authorizes NPA Skawina to deduct the repair costs depending on the drum size,
 - b) whether it agrees to utilize the packaging by NPA at the cost of the Customer,
 - c) whether the Customer will pick up the damaged packaging from NPA Skawina.
10. In case the Customer does not provide the declaration described in Sub-Clause 9 within the time limit referred to in Sub-Clause 9 and fails to collect damaged packaging within 5 days from the time limit referred to in Sub-Clause, NPA Skawina is authorized to utilize the packaging at the cost of the Customer; in such case Customer is not entitled to claim from NPA Skawina payment for the packaging.
11. Packaging is accepted in NPA Skawina on business days, i.e. from Monday to Friday (except public holidays), from 7⁰⁰ am to 2⁰⁰ pm. The Customer returning the drums is obliged to agree in advance with NPA Skawina's Customer Service Department a delivery date - no later than on the working day preceding the delivery day. Delivery of the packaging shall be according to DDP Incoterms, NPA Skawina, at Customer's cost and risk, unless Parties agree otherwise at least via e-mail under pain of nullity.
12. For the sale of packaging by NPA Skawina to the Customer General Terms and Conditions of Sale of the Boryszew S.A. Oddział Nowoczesne Produkty Aluminiowe Skawina shall apply (<https://www.npa.pl/download>).
13. For the sale of packaging by the Customer to NPA Skawina Sub-Clauses X – XIV of the General Terms and Conditions of Sale of the Boryszew S.A. Oddział Nowoczesne Produkty Aluminiowe Skawina shall apply accordingly (<https://www.npa.pl/download>) shall apply. Any inconsistent, additional or different terms or conditions that appear on any quotation, acknowledgement, proposal, invoice or other communication received from the Customer shall not apply. The sale of packaging by the Customer to NPA Skawina shall be governed and interpreted in accordance with Polish law. The provisions of the United Nations Convention on the Contracts for the International Sale of Goods as of 11.04.1980 shall not apply hereto. Any disputes that may arise on the basis or in relation to the sale of packaging by the Customer to NPA Skawina shall be settled by a Polish common court of law with territorial competence over the seat of NPA Skawina, namely ul. Piłsudskiego 23, 32-500 Skawina, Polska.
14. These conditions apply to deliveries of packaging related to sales from November 1, 2020.