1. Scope of Application, Definitions

1. These General Terms and Conditions of Sale (GTCS) shall apply to all agreements concerning:
   a) the transfer/sale of waste for consideration,
   b) the transfer of waste free of charge,
   c) the transfer of waste with payment by the Seller,
   d) the sale of regrinds, regranulates, off-grades, and virgin raw materials concluded by the Seller with entities conducting business activity (hereinafter: the "Buyer").
2. The provisions of these GTCS are not directed at consumers nor at sole traders to whom consumer protection provisions apply.
3. "Seller" – Import Export Hurt Spedycja "J. J." Spółka z ograniczoną odpowiedzialnością, Ul. Akacjowa 20, 43-450 Ustroń, NIP (Tax ID): 548-23-17-659.
4. "Buyer" – an entity purchasing Waste from the Seller.
5. "Agreement" – in particular, an order accepted by the Seller, an order confirmation, a framework agreement, an invoice, a goods issued note (WZ), or e-mail correspondence confirming the terms and conditions.
6. The subject matter of the Agreement consists of: a) waste within the meaning of the provisions of generally applicable law ("Waste") intended for recovery, recycling, or other treatment; b) regrinds, regranulates, off-grades, and virgin raw materials.
7. Whenever these GTCS refer to Waste, the provisions of the GTCS shall apply mutatis mutandis to regrinds, regranulates, off-grades, and virgin raw materials.
8. "Waste code" – a code compliant with the applicable waste catalogue, specified in the Agreement, the KPO, and transfer documents.
9. "BDO" – the Waste Database system (Database on products, packaging, and waste management).
10. "KPO" – waste transfer note (in the BDO system or issued under an emergency procedure).
11. "Delivery" – the transfer of Waste or the subject matter of the agreement described in Section 1, Paragraph 6(b) to the Buyer, including by handing it over to a carrier or making it available for collection – in accordance with the Agreement.
12. Annex 7 – The transboundary movement of waste listed on the green list of wastes (see list) requires the entities participating in such movement to complete a document named Annex 7 – i.e., Annex VII to Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste.

2. Priority of Documents. Exclusion of the Buyer's Terms

1. The GTCS constitute an integral part of the Agreement. In the event of any contradiction between the documentation, priority shall be given in the following order: a) the Agreement / framework agreement, b) the GTCS, c) the Seller's order confirmation, d) the Seller's execution documents (goods issued notes (WZ), protocols, specifications).
2. The application of any general terms and conditions / regulations / templates / documents of the Buyer is hereby excluded, unless the Seller explicitly states in the Agreement that it accepts them (in writing or by e-mail).
3. The execution of a delivery, acceptance of an order, or receipt of payment does not constitute acceptance of the Buyer's documents.

3. Conclusion of the Agreement, Orders

1. The Agreement is concluded upon the written/e-mail confirmation of the order by the Seller or upon the release of the Waste (whichever occurs earlier).
2. The Seller may refuse to fulfill an order or make its fulfillment conditional upon: advance payment, securities, a credit limit, the presentation of the Buyer's current decisions/permits, and confirmation of status in the BDO system.

4. Nature and Parameters of the Waste

1. The Buyer acknowledges that Waste, as a material stream, may exhibit variability in characteristics (including fraction, contamination, moisture content, density, presence of foreign materials) typical for waste of a given type, and this shall not constitute grounds for a complaint regarding the subject matter of the agreement.
2. Unless the Agreement provides otherwise, all descriptions, photographs, samples, and quality data are illustrative only and do not constitute a representation or warranty.
3. The Seller does not guarantee the suitability of the Waste for any specific technological process of the Buyer, nor does it guarantee the achievement of specific treatment results.

5. Formal Compliance – Condition for Delivery (BDO, Decisions, Authorizations)

1. The Buyer represents and warrants that throughout the entire period of cooperation, it: a) holds the decisions/permits required by law (in particular for collection/treatment/recovery/recycling, storage, and transport – if applicable), b) is registered in the BDO database to an extent that enables the legal takeover of Waste with a given Waste Code, c) has at its disposal an installation/destination facility compliant with the law and relevant decisions, d) ensures the legality and continuity of acceptance (without exceeding storage limits/processing capacities).
2. If the Buyer is a foreign entity, or if the goods referred to in Section 1, Paragraph 6(a) or (b) are shipped abroad, the Buyer shall meet the requirements specified in the

country of destination and undertakes to send the documentation necessary to execute the agreement, in particular Annex VII, CMR, or other necessary documents.

3. At the Seller's request, the Buyer shall promptly provide scans of decisions, confirmations of entry in the BDO database, and other documents confirming its authorizations.
4. Failure to meet the requirements of Paragraphs 1–3 shall constitute grounds for the Seller to suspend Delivery, refuse to conclude the Agreement, or withdraw from it, without any liability on the part of the Seller.

6. Waste Codes, Description in the KPO, and Liability for the Correctness of Classification

1. The Waste Code shall be indicated by the Seller to the best of their knowledge, based on information regarding the origin and nature of the material stream.
2. The Buyer confirms that it is authorized to accept the Waste under the given Waste Code and understands the obligations arising therefrom.
3. If, after accepting the Waste, the Buyer challenges the Waste Code or refuses to confirm the KPO for reasons attributable to the Buyer (e.g., lack of authorization, lack of required decisions, facility limitations), the Buyer shall bear all costs and risks associated with such challenge/refusal, including the costs of return transport, demurrage, storage, administrative activities, and any alternative waste management/disposal.
4. If the parties agree in the Agreement on a code verification procedure (e.g., testing/inspection prior to collection), such procedure shall be the sole binding procedure.

7. BDO, KPO, Annex VII – Transfer Procedure

1. The Seller shall issue the KPO in the BDO system in accordance with the data agreed with the Buyer (including: waste code, estimated/determined weight, carrier details, destination facility).
2. The Buyer undertakes to: a) ensure active access to the BDO system for authorized persons, b) confirm the takeover of the Waste in the BDO/KPO system promptly, and no later than within the deadlines required by law, c) cooperate in respect of KPO corrections resulting from weight/measurement differences, provided that they are justified and documented, d) provide the Seller with the waste transfer note and the goods issued note (WZ).
3. In the event of a BDO system failure or other technical obstacle, the parties shall apply the emergency procedure provided for by law (a transfer note in an alternative form) and shall subsequently enter the data into the BDO system without delay.

4. Refusal to confirm the KPO or a lack of cooperation in the BDO system for reasons attributable to the Buyer shall constitute non-performance or improper performance of the Agreement and shall entitle the Seller to: suspend subsequent deliveries, charge costs, withdraw from the Agreement, and claim damages within the limits set forth in the GTCS.
5. In the case of cross-border sales, the Parties are obliged to perform the duties described in Paragraphs 1–4 accordingly with respect to the Annex VII documentation.

8. Transport, Loading/Unloading, Refusal of Acceptance

1. The terms and conditions of transport shall arise from the Agreement.
2. If the transport is organized by the Buyer, the Buyer shall be responsible for selecting a carrier holding the required permits and for ensuring the correctness of the carrier's data in the BDO system or Annex VII and the CMR document.
3. The Buyer ensures readiness for unloading and acceptance of the Waste within the agreed deadline.
4. In the event of a refusal to accept the Waste at the destination facility for reasons attributable to the Buyer (including: lack of processing capacity, exceeded limits, lack of required decisions, lack of staffing, facility failure, lack of BDO confirmation), the Seller may – at its own discretion – arrange for return transport, redirect the Waste to a third party, or temporarily store it, and the Buyer shall cover all resulting costs (transport, demurrage, handling, storage, administrative services, differences in waste management/disposal prices).

9. Delivery, Transfer of Risk, Quantity/Weight

1. Unless the Agreement provides otherwise, the risk of damage to or loss of the Waste shall transfer to the Buyer:
   a) in the case of transport organized by the Seller – upon handing over the Waste to the carrier,
   b) in the case of transport organized by the Buyer – upon loading and making it available for collection.
2. The weight/quantity of the Waste shall be determined according to the rules of the Agreement; in the absence of separate agreements, the weight from the certified/calibrated scale indicated in the order confirmation (e.g., belonging to the Seller or the receiving facility) shall be binding.
3. Any quality deductions (e.g., for contamination, moisture content) must arise solely from the Agreement/order confirmation.

10. Inspection of Waste and Complaints

1. The Buyer is obliged to inspect the Waste upon collection (quantity, code/type, visible contamination/foreign fractions, condition of packaging, compliance with documents).
2. Complaints regarding quantity or patent (visible) defects must be submitted at the latest upon collection and entered into the CMR/WZ/acceptance protocol along with photographic documentation.
3. Complaints regarding latent (hidden) defects may be submitted only within 14 days from Delivery.
4. A complaint is admissible only if the Waste has not been in any scope: processed, sorted, shredded, mixed, repacked, transferred to other containers, divided into batches, or otherwise altered, and has been stored under conditions preventing any changes to its properties. At the Seller's request, the Buyer is obliged to provide continuous video monitoring records regarding the storage of the Waste from the moment of Delivery or release for collection, without interruption, for the entire period during which the Waste was on the Buyer's premises.
5. Violation of the conditions set forth in Paragraph 4, expiry of the deadlines, or lack of proper documentation shall result in the expiration of all complaint rights.
6. The submission of a complaint does not suspend payment.
7. In the case of a justified complaint, the Seller shall, at its own discretion: collect the Waste and correct the settlement, or grant a discount.
8. The parties completely exclude the Seller's liability under statutory warranty for physical and legal defects (Article 558 § 1 of the Polish Civil Code) to the fullest extent permitted by law, taking into account the above provisions.

11. Sampling Procedure

1. If the Seller or the Buyer takes samples, the sampling shall be performed according to an agreed method (e.g., standard, facility procedure).
2. In the absence of separate agreements, samples taken during loading at the Seller's premises shall be binding. The Buyer has the right to be present during sampling, provided that it attends. The Buyer's failure to attend shall not suspend the sampling process.
3. The costs of laboratory testing shall be borne by the party whose position proves to be groundless; if it is impossible to resolve the issue, the costs shall be borne by the Buyer.
4. Failure to secure a reference sample or the lack of a sampling protocol shall preclude the Buyer from relying on the test results.

12. Limitation of the Seller's Liability

1. Unless otherwise provided by mandatory provisions of law, the Seller's liability shall be limited to actual loss (*damnum emergens*) and shall not exceed, in aggregate, the net value of the specific Delivery.
2. The Seller’s liability is excluded in particular for: a) lost profits, facility downtime, loss of production, contractual and administrative penalties imposed on the Buyer, loss of contracts, as well as indirect and consequential damages; b) costs of waste management, treatment, additional cleaning, sorting, or neutralization incurred by the Buyer; c) technological consequences of the treatment process on the Buyer's side; d) damages resulting from improper storage/transport after the transfer of risk; e) actions of carriers and subcontractors, provided that the Seller exercised due diligence in their selection (within the boundaries of the law).
3. The limitations do not apply to damages caused willfully (to the extent that their exclusion would be impermissible under the law).

13. Environmental Liability and Compliance after Waste Takeover

1. Upon taking over the Waste (within the meaning of the KPO/actual control – in accordance with the Agreement), the Buyer assumes full liability for further management of the Waste, including storage, transport, treatment, and compliance with record-keeping/reporting obligations.
2. The Buyer undertakes to manage the Waste in accordance with the law, relevant decisions, and best practices, including the prevention of environmental pollution.
3. The Buyer shall indemnify and hold the Seller harmless against, and cover any damages/costs (including reasonable legal fees) arising from, any breaches committed by the Buyer after taking over the Waste.

14. Price, Invoicing, Payments, Offsets

1. The net price and the method of settlement (weight, quality deductions) arise from the Agreement/order confirmation.
2. In the event of a delay in payment, the Seller may charge statutory interest for delays in commercial transactions, as well as compensation for debt recovery costs.
3. The Seller may suspend subsequent deliveries until all outstanding amounts are paid or until appropriate security is established.
4. Prohibition of Offsets – The Buyer may not offset its receivables without the written acknowledgment of the Seller or a legally binding judicial decision.

15. Retention of Title

1. The Seller retains title to the goods described in Section 1, Paragraph 6(b) until full payment of the price and any ancillary fees is received. The retention of title shall under no circumstances apply to Waste.

2. Until full payment of the price and ancillary fees is made, the Buyer is not authorized to take any actions that would result in the loss of identifiability of the goods described in Section 1, Paragraph 6(b), in particular through mixing or processing.

16. Confidentiality

Commercial terms, prices, waste stream data, information regarding facilities, contractors, and logistics constitute the business secrets of the Seller.

17. Governing Law, Jurisdiction, International Exclusions

1. Polish law shall be the governing law for any proceedings related to the performance of agreements, including actions for payment, damages, etc.
2. In matters not regulated by this Agreement, the provisions of generally applicable Polish law, including the Civil Code, shall apply. Conflict-of-laws rules that would refer to a legal order other than the Polish one, or to substantive and procedural law other than Polish law, are hereby excluded. Furthermore, the Parties declare that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded from the scope of this Agreement to the fullest extent permitted by law.
3. The Parties declare that if any provision of these GTCS is deemed invalid or ineffective by virtue of law or a final or legally binding decision of any administrative authority or court, the remaining provisions shall remain in full force and effect. Invalid or ineffective provisions shall be replaced by provisions that are valid under the law and fully effective, producing legal effects that ensure economic benefits as close as possible to the original intent for each of the Parties.
4. Any disputes shall be resolved by the common courts in Poland having jurisdiction over the registered office of the Seller, unless mandatory provisions of law provide otherwise.

18. Final Provisions

1. The invalidity of any part of these provisions shall not affect the validity of the remaining ones; the parties shall replace them with provisions having a similar economic purpose.
2. Amendments to the GTCS shall become effective 14 days after the new text of the GTCS is published on the Seller's website.
3. These GTCS are effective as of .... and shall apply to Agreements concluded from that date onwards.