

General Terms and Conditions

1. Orders for ROSINSKI Packaging LLC product range should be submitted in writing.
2. The Company ROSINSKI Packaging LLC undertakes to fulfill the order within 6-8 weeks after receiving the order or when the parties agree the other way.
3. Orders are fulfilled for the amounts that constitute collective packaging of bottles, caps and other articles. A pallet is a basic type of packaging.
4. The minimum quantity of ordered bottles and caps is 20 000 pieces. It is possible to produce one type of the product range indifferent colors, in quantities of no less than 10 000 pieces of each color, subject to the provisions stated under section 3.
5. The exception to the provisions stated under section 4 are orders for products constituting the basic product range, and thus being currently available in warehouse inventory.
6. All the receivables of ROSINSKI Packaging LLC are insured. The only forms of payment are prepayment or cash until such time as a credit line is granted.
7. Some packaging belongs to the registered designs, which means that selling it to an entity from markets affected by the reservation is not possible. The Company as packaging manufacturer is not responsible for the ultimate market allocation of these products. The list of all registered design packaging can be found on the website.
8. Unless special arrangements indicate otherwise – goods purchased from ROSINSKI Packaging LLC do not include the price of collective packaging and pallets used for its packing and delivery. The Company ROSINSKI Packaging LLC conducts detailed accounts of all returnable packaging (EUR pallets, trays and cartons) which are sent together with the goods. Unrecovered packaging are invoiced on a quarterly basis as follows: EUR pallets at 100% of the initial value; trays and cardboard boxes at 80% of the initial value (with the exception of the EUR pallets that are sold directly with goods in individual cases).
9. Transactions which do not exceed the gross value of PLN 1000 are paid in the form of prepayment or cash.
10. The packaging is produced in accordance with the specifications of the product.
11. If sampling plan is not defined by Test Method indicated in the table, please refer to ISO 2859 for attributes: Normal Inspection Level I AQL 0,65 for critical parameters AQL 1,5 for major parameters AQL 4 for minor parameters
12. Complaints shall be recognized on the grounds of incompatibility with the specifications and designs approved in writing by the Purchaser.
13. In accordance with ROSINSKI PACKAGING policy any claims regarding delivered quantities / quality remarks / complaints should be reported immediately.

14. In a summertime and high humidity there might be visible mould sweating marks on bottles, which have no impact on the functionality of bottles. Therefore no complaints from that reason will be adjusted.
15. The company ROSINSKI Packaging LLC offers free merchandise storage of purchased goods for the period of one month from the date of manufacturing. If the goods have not been collected by the Purchaser at the end of this period, the Purchaser will be charged for storage in the amount of PLN 60 per pallet per month. This charge shall last no longer than for the period of six months. In the instance that the goods have not been collected in the prescribed term, the company ROSINSKI Packaging LLC is entitled to terminate the sale contact and utilize the packaging at the expense of the Purchaser. Utilization costs may not be less than 100% of the uncollected order. The utilization costs are the costs of production of the finished product (the cost of raw material, electricity, labor; fixed costs; cost of management and administration, logistics, depreciation, lost profits). Exercising the aforementioned rights does not exclude seeking compensation on general principles.
16. The Purchaser is obliged to give notice to the company ROSINSKI Packaging LLC about the withdrawal from the particular product range minimum two months in advance. Otherwise the Purchaser will be charged with the cost of the master batch which was not used up in production.
17. Goods purchased from ROSINSKI Packaging LLC are owned by the Company, until full payment is made.
18. In all cases, the responsibility of ROSINSKI Packaging LLC for non-fulfilment or improper fulfilment of the contract is limited to the amount of remuneration paid by the Purchaser pursuant to each delivery contract.
19. Any disputes arising out between the Seller and the Buyer will be firstly resolved by negotiation. In case of further lack of agreement, the main court to resolve the disputes will be the court having jurisdiction over the seat of the Seller.
20. Regarding goods transport contracts (transport orders) concluded by ROSINSKI PACKAGING Spółka z ograniczoną odpowiedzialnością and transport services provided:
 - a. regarding domestic transport, the sole court competent for any disputes under the contracts shall be the court of local competence for the registered office of ROSINSKI PACKAGING Spółka z ograniczoną odpowiedzialnością and the law of the Republic of Poland shall be the sole applicable law in each case;
 - b. regarding international transport, subject to the regulations of the Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956 (hereinafter the CMR Convention), the sole court competent for any disputes under the contracts shall be the court of local competence for the registered office of ROSINSKI PACKAGING Spółka z ograniczoną odpowiedzialnością and the law of the Republic of Poland shall be the sole applicable law in each case subject to the regulations of the CMR convention.