

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY BY F.H.P. MAL-PAK LESZEK MUL

§ 1 General provisions

1. The general terms and conditions of sale and delivery specified herein, further referred to as the 'GTCSD', concern the products sold or services delivered by F.H.P MAL-PAK Leszek Mul (further referred to as the 'Seller') and apply to all the current and future sale or delivery agreements.
2. The GTCSD are an integral part of all the orders made by the Buyer and are valid throughout the entire period of their business relations. If the Buyer does not accept the GTCSD hereby, the Seller may refuse to complete the order made by the Buyer.
3. Any individual oral arrangements require for their validity a written confirmation by the Seller and are applicable to that particular transaction only.
4. Buyer's general terms and conditions of sale and delivery do not apply to transactions made with the Seller, unless the Seller accepts them in writing, otherwise the consent is deemed invalid, specifying simultaneously their scope.
5. If there are any discrepancies between the contractual terms and conditions and the GTCSD hereby, the superiority is with the contractual terms and conditions and the GTCSD are next in priority.

§ 2 Conclusion of an agreement

1. The Buyer interested in Seller's products may enquire about the products, specifying their type, kind, quantity, proposed date of order completion, form of delivery and payment terms, which requires a written form and must be done by e-mail or fax.
2. In response to the enquiry the Seller may advise the Buyer on the products which are the subject of Buyer's enquiry. Any announcements, advertisements, commercials, quotations and other information materials coming from the Seller are for information purposes only and do not constitute an offer within the meaning of the Civil Code. Any correspondence entitled 'the offer' addressed at the Buyer, sent in response to an enquiry made by the Buyer, is merely an invitation to conclude an agreement.
3. In order to conclude an agreement the Buyer places an order with the Seller.
4. Orders shall be deemed as effectively made on behalf of the Buyer if they are made by a person who acts for the Buyer and the Buyer has not questioned that person's activities. That principle shall accordingly apply to any correspondence sent from the e-mail address which was used to submit orders on behalf of the Buyer until an advisory note on invalidity of the said address is delivered.
5. The order, upon its placement, binds the Buyer; however, it does not bind the Seller. Order placement by the Buyer is tantamount to Buyer's making

an offer to conclude an agreement. The Seller is bound by the order upon Seller's acceptance of the order for completion.

6. An agreement is concluded consequent upon order placement by the Buyer and order acceptance by the Seller. An agreement is deemed concluded upon Seller's acceptance of the order for completion or upon Seller's confirmation of the order.
7. The Buyer shall be liable for any inconsistencies or omissions in the content of the order.
8. In case of the Buyer being in arrears with the payment of their liabilities, the Seller may refrain from the delivery of the ordered goods.

§ 3 Product information

- 1 All the technical specifications related to the kinds of films, conversions, sizes and quality which are made available by the Seller should be considered as indicative only and are applicable only to the extent in which they have been expressly accepted by the Buyer and the Seller.
- 2 The Buyer is obliged to familiarise oneself with technical parameters of the product ordered.

§ 4 Terms and conditions of delivery

- 1 Unless otherwise agreed, delivery shall be made within Seller's standard deadlines provided that the products are available at the time and subject to Buyer's timely fulfilment of their obligations towards the Seller.
- 2 Unless otherwise agreed, delivery dates or times given are for information purposes only. If it is impossible to keep the delivery date or time due to reasons beyond the control of the Seller, in particular: untimely delivery by a subcontractor, force majeure, production downtime, unforeseen disruptions in company's operations, delays in transport and customs clearance, damage in transport, impassable roads, electricity shortages, general shortages of products or emergency regulations by authorities, the Seller shall promptly notify the Buyer, setting possibly the soonest delivery date or time. In this case, the Buyer is not entitled to claim any compensation from the Seller for changing the delivery date or time.
- 3 If setting the possibly soonest delivery date or time is impossible or hugely difficult, the delivery date or time is postponed for the duration of the obstruction arising from the circumstances beyond the control of the Seller, as specified in point 2 in this section.
- 4 The delivery date or time is to be construed as the date or time of product readiness for collection from Seller's storage, unless another form of delivery has been agreed.
- 5 The Seller may deliver products to the Buyer to the address specified by the Buyer in the order by outsourcing the job to transport or forwarding companies. In this case it is deemed that the delivery date or time is satisfied upon handing products over to a carrier, forwarder or another authorised party.
- 6 If the Buyer decides on the delivery of products by transport means arranged by the Seller, the Seller reserves the right to change the delivery date and time should there occur circumstances which are beyond the control of the Seller,

particularly: road traffic restrictions, unfavourable weather conditions, and road blockades. Should any of the above-mentioned circumstances arise, the Buyer shall not be entitled to any claims against the Seller.

7. The Seller shall not be responsible for deficient, delayed or lost deliveries due to the carrier, forwarder or force majeure nor for failure on the part of the Buyer to provide proper instructions for the delivery method and address.
8. Unless otherwise agreed, the Buyer covers the costs of product delivery to the address specified in the order.
9. The Buyer is responsible for immediate unloading of the delivered products. All costs arising from unjustified delay at the unloading site shall encumber the Buyer.
10. If the Buyer lingers with collection of products, the Buyer may be burdened with the contractual penalty in the amount of 0.2% of the total net value of the order for every commenced day of delay, subject to other rights resting with the Seller, including compensation claims in full and on general terms. If the Buyer fails to collect the products within thirty (30) days as of the agreed collection date, the Seller may cease storage of the products at Buyer's cost. Should it happen, the Seller may sell or destroy the product at Buyer's cost or demand payment for the product and send it to the Buyer at Buyer's cost. With regard to the cases aforementioned, the Buyer does not have any right to claim damages.
11. If the Buyer does not accept the delivery, the Seller may withdraw from the agreement and claim damages. The Seller may demand payment of the contractual penalty in the amount of 10% of the agreed net value of the delivery or at his own discretion, within the reasonably postponed delivery date or time agreed upon with the Buyer, the Seller may make another attempt at delivery of the products.
12. It is permissible to make partial deliveries of products. Every partial delivery constitutes a separate transaction and may be invoiced by the Seller separately.
13. While delivering the products, on account of their nature, the Seller reserves the right to complete the order with the quantity tolerance of +/- 15% of the product quantity specified in the order. Products are sold by units, i.e. pieces, sets or kilograms.
14. The Seller may claim damages exceeding the agreed contractual penalties.

§ 5 Completion of delivery and passing of risk

1. All risks related to the products (including loss, damage or deficiency) pass onto the Buyer upon collection of the products from Seller's storage or upon Seller's hand-over of the products to a carrier or forwarder.
2. If no particular arrangements have been made, delivery takes place at Seller's discretion and without the guarantee that products will be shipped by the fastest and cheapest means.

3. The materials used for packing are considered Seller's own costs and are not refundable.

§ 6 Quality

1. The Seller provides the Buyer with the products which are available within Seller's range of products at the time being.
2. If the order does not specify any product compliance with a standard nor does it include any description of the required product quality or requirements, the Seller shall provide the Buyer with the standard product without taking responsibility for Buyer's special quality requirements.
3. Compliance attestations, certificates and statements or other documents confirming product quality shall be attached to the dispatched product if such a request has been expressly made in the order or agreement.

§ 7 Delivery documents

1. Partial deliveries shall be documented with the bill of lading or delivery note, VAT invoice or any other document used for intra-Community shipments.
2. The Buyer shall inspect the products upon their collection and shall record all product inaccuracies and faults in the delivery note, bill of lading or another proof of product hand-over, otherwise the right to make relevant claims will be forfeited.

§ 8 Prices and payments

1. The Buyer shall pay the Seller for the delivered products within the deadline and according to the unit prices agreed upon with the Seller at the time of order placement.
2. The Seller may make partial settlements and demand advance payments.
3. Unless the Parties agreed otherwise, products are sold at the prices shown in the Seller's price list. They are given in net values and shall be increased by VAT in the amount effective on the day of issuing the VAT invoice.
4. Subject to other agreements, the prices shown in the price list do not include costs of product transportation.
5. The Seller reserves the right to a unilateral change in prices at any time should there be changes in the rates of taxation, customs duties and if there are rapid increases in currency exchange rates, prices of raw materials, packaging, electricity and transportation. In this case the Seller shall advise the Buyer on a new price seven (7) days prior to its implementation.
6. Unless otherwise agreed, the Buyer shall make the payment in the currency and to the bank account as indicated in the relevant VAT invoice. The invoice issued by the Seller is to be paid without any deductions within the payment deadline indicated therein, counting from the invoice date.
7. If the Buyer settles the invoice in a foreign currency by bank transfer to a PLN account, or the other way round, the Buyer shall bear bank charges for currency conversion.

8. No claim of the Buyer against the Seller shall entitle the Buyer to withhold the payment for the products delivered. The Seller may settle the payments received from the Buyer as credit towards the amounts due, starting with these with the earliest maturity, with no regard to Buyer's objections. The Buyer may not make any deductions from the liabilities due to the Seller against Seller's liabilities due to the Buyer without a written consent by the Seller, under pain of invalidity.
9. Failure to make a timely payment may cause interests being charged for the delay in payment, i.e. the interest specified in the act of law on payment terms in commercial transactions or may lead to Seller's withdrawal from the contractual terms and conditions on the deferred payment deadline if they were accepted by the Buyer and the Seller.
10. On individually specified terms, the Seller may open a credit line for the Buyer (deferred payment deadline).
11. The Seller reserves the right to change the credit line at any time, without Buyer's consent.
12. Unless the Parties decide otherwise, the right to the credit line shall expire when the delay in Buyer's payments exceeds thirty (30) days.
13. If payments are overdue, the Seller may cease further production or subsequent deliveries of products. The Seller may also suspend subsequent deliveries of products if the total amount of Buyer's liabilities exceeds the agreed credit line. In such cases the Seller is entitled to condition further dispatches of products on down-payments (advance payments). Moreover, the Seller may withdraw from the agreement with regard to the orders so far not completed, as well as demand payment for the products already produced for the Buyer, even though the delivery date or time or payment deadline is still ahead and may refuse to release the products until payments are made.
14. Until the Buyer pays for the delivered products in full, they shall belong to the Seller.
15. If the Buyer orders products and then withdraws from the purchase, the Seller may charge the contractual penalty in the amount of 25% of the net value of the order.
16. If the Buyer withdraws from purchasing products produced according to Buyer's individual requirements specified in the order, the Seller may charge the contractual penalty in the amount of 100% of the product value.

§ 9 Guarantee and statutory warranty

1. The Buyer shall check the quantity and quality of the product upon its delivery and shall specify the objections, if any, in the delivery documentation.
2. If the Buyer finds inconsistencies against the delivery note, the Buyer shall make a written remark in this document and promptly advise the Seller thereof in order to agree on the further course of action.

3. If the Buyer finds faults in the products delivered, the Seller, having performed the quality assessment and having accepted the complaint, shall deliver products free of faults or refund the amount paid for the faulty products.
4. Notification on faults must be submitted in writing, on pain of invalidity, by persons authorised to represent the Buyer.
5. Goods are found physically faulty only if they are inconsistent with the properties expressly indicated in the agreement, specification, order or other documents.
6. The statutory warranty covers in particular faults arising from the standard use of goods, damage, destruction, improper storage, use of goods for other purposes than intended or when the goods were improperly selected and do not satisfy Buyer's needs.
7. The Seller is free from any liability for the warranty if the Buyer knew of the faults when placing the order or signing the agreement.
8. The Seller declares that the colour samples presented in e-proofs and cromalin proofs are for illustrative purposes only. The colours of the produced packaging may differ from those presented in e-proofs and cromalin proofs.
9. The Buyer shall include in the complaint particularly the following details: the Seller and the Buyer; place and date of complaint; quantity of faulty products, their type; order number and date; VAT invoice number, part number; item number; specific reason for complaint, date of occurrence; and claimant's signature; and shall provide the faulty product with the label showing the production series number. Return of the products should be agreed upon with the Seller after the Buyer has completed the appropriate documents, as required by the Seller. If the formal requirements of the complaint-making procedure are not met, the complaint shall be rejected without any additional justification.
10. If a complaint is made, the Buyer shall secure the faulty products for the purposes of possible inspection made in the presence of Seller's representative at the place of delivery or in Buyer's office and, if necessary, provide a sample of the faulty product for the purposes of relevant tests. The Buyer is responsible for proper protection of the product for the duration of transport, in particular: wrapping the product around with protective film.
11. The returned products refused by the Buyer and acknowledged as faulty by the Seller shall be accepted on condition that they are intact, unprocessed by the Buyer and identifiable in terms of the parameters mentioned in the certificates. The Seller does not accept returns for reasons attributed to the Buyer, in particular: wrong decision, resignation, mistake in the order. In the case of packaged products, they must be returned in their original, undamaged factory packaging.
12. Products from the Seller must be stored in clean, dry and well-ventilated indoor areas. Products should be placed on a palette with a cardboard divider and protected against the sunlight.

The Seller shall not bear any responsibility for faults and damage arising from improper storage of products.

13. The Seller shall not be liable for any damage resulting from or related to the fault and damage of the product at issue, nor for any benefits lost by the Buyer.
14. The total liability of the Seller for the faults in products may not exceed the price of these faulty products, with the proviso that the liability is decreased to the extent (limits, amounts, claims) in which it is covered by Seller's insurance policy (civil liability insurance). If the claims for damages are higher or their extent is wider, the Buyer shall discharge the Seller from the excess liability.
15. Rights arising from the statutory warranty for physical faults expire after a year counting from the day of product hand-over to the Buyer.
16. Quantitative or qualitative inconsistencies in the product do not entitle the Buyer to withhold the payments for the completed deliveries.
17. The Seller shall not bear any liability for a product used contrary to its purpose and technical properties and which became faulty as a result of faulty performance and design by third parties and if manufacturer's recommendations and instructions are ignored.
18. It is absolutely obligatory to follow the instructions for further processing of the product. The Seller is excluded from liability if the Buyer fails to adhere to the instructions for further processing of the product.

§ 10 Riders

1. The Buyer hereby declares and pledges that they have the intellectual property right, including copyrights or the right to use the works, graphical elements, drawings, patterns, logos and photos provided to the Seller for printing designs ordered by the Buyer.
2. If, during the performance of the agreement, a piece of work is created, in particular a printing design, even if the graphical elements provided by the Buyer are used therefor, and unless otherwise agreed, the Buyer may not use that piece of work, excluding the copies delivered to the Buyer by the Seller. The copyrights to these pieces of work, in particular designs, patterns, printing and matrices shall be enjoyed by the Seller. Conveyance of the above-mentioned rights onto the Buyer or granting authority to exercise these rights on every single occasion requires signing the relevant agreement specifying the due remuneration.
3. The Seller may use product samples and place the printing produced upon Buyer's order in catalogues, leaflets, commercials, printing stencils and at fairs, including those with the international range, and on internet websites.
4. If, due to the performance of the agreement, the Seller creates solutions with the quality of the invention, industrial design or utility model, the Seller shall also have the industrial property right.

5. In order to accept a new printing design on film, the Buyer must appear in person at the place and time set by the Seller. If the Buyer fails to appear at the place and time set for the meeting, the Buyer shall bear full liability for the substantive contents and colour palette of the design and shall not have any claims in this respect against the Seller. If Seller's call for the meeting is left unanswered or no objections to the proposed printing design are raised, the Seller shall understand it as the tacit acceptance of the printing.
6. The Buyer may not, without a prior written consent of the Seller, disclose to third parties, whether directly or indirectly, any technical, technological, organisational, accounting, financial, personal, commercial, statistical, personnel details nor any other information which constitutes the secret of Seller's company or of the cooperating entities, including information coming from clients (confidential information) acquired by the Buyer upon or in relation to the purchase and delivery of products. Confidential information may be used by the Buyer only for the purposes of order completion.
7. The Seller is not liable for the material entrusted by the Buyer for further processing, in particular: delamination, typographical errors, folds and creasing, faulty bevelling, seams.
8. All the tools, in particular matrices, necessary for performance of the order shall remain the exclusive property of the Seller. The matrices which are partially financed by the Buyer and the Seller shall still remain the property of the Seller. If the Buyer pays for the matrices in full, the Seller may, upon Buyer's request, hand them over to the Buyer but only when the Buyer has settled all the liabilities due to the Seller.

§ 11 Final provisions

1. Besides the claims specified in the GTCSD hereby, the Buyer may not have any further claims against the Seller and they shall not be covered by the mutual will of the Parties. The GTCSD specify exhaustively Seller's liability for improper performance of the agreement, including concealed defects of the goods.
2. By accepting the GTCSD hereby, the Buyer agrees to the personal data processing by the Seller for the purposes of order completion and for the marketing purposes related to Seller's business activity.
3. The Buyer enjoys all the rights under the Act of 29 August 1997 on the protection of personal data, in particular the right to have insight into one's own personal details.
4. In matters not covered by these GTCSD, the Civil Code and other relevant provisions shall apply.
5. If any of the GTCSD provisions is deemed void, invalid or inoperative, the remainder of the GTCSD provisions shall remain valid, effective and enforceable.
6. All the disputes which may arise between the Seller and the Buyer shall be settled by the Polish court having jurisdiction over Seller's seat.

7. The Buyer shall notify the Seller promptly and in writing, on pain of invalidity, upon every change in Buyer's seat, name, legal form of business and address for correspondence. Should the Buyer fail to do so, all deliveries made by the Seller at the last designated address shall be deemed to be duly served.
8. These GTCSD are effective as of 1 November 2017.