

INTRODUCTION

- 1.1. Herein general trading terms, hereinafter referred to as GTT, can be applied in case of all sales agreements or goods delivery agreements, within the scope of goods offered by PLASTMOROZ sp. z o.o. sp.k. [LLC, Limited Partnership] in Białogard (hereinafter referred to as the Seller), for example in case of the next sales (delivery) operation - they will not have to be presented to the Buyer, excluding the agreements signed with the Customers.
- 1.2. In case of the sales or delivery agreements (carried out by the Seller for the acquiring Party, hereinafter referred to as the Buyer) no additional general conditions, specimens and regulations used by the Buyer are applicable.
- 1.3. Whenever PLASTMOROZ sp. z o.o. s.k. is mentioned in the herein document, it is understood as PLASTMOROZ Limited Liability Company, Limited Partnership, with an address in Białogard, ul. Zygmunt Augusta 3C, entered into the registry of the entrepreneurs of the National Court Registry maintained by the Koszalin District Court, 9th Division of the National Court Registry, under the KRS No. 000443740, identified by NIP [Taxpayer Identification Number] 672-207-78 and REGON Number [Polish National Business Registry number]: 321215117.

CONCLUDING THE AGREEMENT

- 2.1. The Agreement is made by means of placing the order by the Buyer and accepting the order by the Seller or as a result of signing a physical agreement by the Buyer and the Seller. Immediately after the order is placed, the Seller sends a Final Order Confirmation to the Buyer (document which hereinafter is referred to as FOC).
- 2.2. In cases when the Seller cannot accept the Order or he can accept them, but on condition that there will be some changes made to the proposed conditions of the order, he shall notify the Buyer about such event within 5 calendar days from the date of confirmation of receiving the Order.
- 2.3. The Order, along with the changes that are indicated by the Seller, binds the Parties, if the Buyer does not contradict that on the next working day after receiving such notification from the Seller at the latest.
- 2.4. The Buyer may withdraw the placed order no later than 24 hours before the day the order is to be supplied by the Seller. In this case, the Seller has a right of encumbering the Buyer with the costs incurred within the process of realizing the order. 2.5 Offers, advertisements, price lists, prospects, catalogues etc. coming from the Seller, have solely informative value, they are not a binding offer.
- 2.5 Proposals, advertisements, price lists, prospectuses, catalogues etc. that originate from the Seller have only informative character and do not constitute an offer, which is binding for the Seller.
- 2.6 As far as the subject of the agreement between the Seller and the Buyer are consulting services or other services, they shall be performed by the Seller in the form of a work contract or a delivery contract if this has been expressly agreed in writing. In the remaining scope, the Seller shall not be liable for the occurrence of certain consulting effects. The services performed by the seller in individual cases shall result from the contents agreed in the Firm Order Confirmation.

CONDITIONS OF DELIVERY

- 3.1. If the Parties did not arrange it otherwise, the delivery shall be carried out in accordance with incoterms - EXW PLASTMOROZ.
- 3.2. Partial deliveries is acceptable.
- 3.3. The seller guarantees to deliver the Goods according to the assumed schedule in accordance with his capabilities and on condition that the Buyer is not delayed in his obligations undertaken towards the Seller. Date of delivery may be prolonged due to unforeseen circumstances, which are beyond what is defined as a normal course of events, no matter if the events are related to the activities of the Seller or activities of his subcontractors/subsuppliers, including, but not limiting it to, events resulting from force majeure. Such unforeseen circumstances particularly include failures of the production devices, breaks in the supplies of electricity or other media and unexpected breaks in supplies of production materials.
- 3.4. If the Buyer asks for damages related to the delay in delivery the Seller's liability is limited to 0.05% of value (net price) of the goods, which are delayed, for the 5th, and every next day of delay, but the damages cannot exceed 3% of the value of the goods.
- 3.5. In case of delay of the delivery (shipping out/receiving) on request of the Buyer or due to the circumstances caused by the Buyer (e.g. delay in payment resulting in stoppage of the Goods delivery), the Seller may request the Buyer to cover the costs of storage, according to the rate of 4% of net price of the Goods per day of warehousing. Should the delay exceed 60 days, the Seller is entitled to request the buyer to pay the price of the Goods which are delayed, before the Goods are delivered. When this delay exceeds 90 days the Buyer loses a right to request the delivery and the Seller acquires a right to freely manage the Goods he stores, including destruction of the goods, without losing an option to claim payment from the Buyer.
- 3.6. During the execution of the shipping, due to the character of the offered Products, the Seller reserves a quantitative tolerance in execution of the order: up to 100 kg of strapping and up to 15 000 pcs of packaging - plus/minus 10%, for 100 kg of strapping and 15 000 pcs of packaging - plus or minus 10%, for 100 kg or more of strapping and 15 000 or more pcs of packaging- plus/minus 5%. The goods are sold according to the selling unit, expressed as kilograms/linear metres or pcs.
- 3.7. The Seller delivers the Goods from the scope of the inventory which is currently offered to the Buyer. The properties of the Goods will be compliant with the specification clearly defined by the Seller in the documents sent by the Seller that are related to a specific delivery/order (product cards, test results, certificates, etc.). No other confirmation of the properties, including other possible applications, is granted and cannot be a subject of any assumption.
- 3.8. Strength tests of the manufactured goods at the level of up to 0.5% of the quantity of the ordered goods confirm their quality, including their tightness. Sample tests exceeding 0.5% of the quantity of the ordered goods are carried out only at the special request of the Buyer.
- 3.9. Strength tests are carried out based on various parameters - depending on material structures and thickness of the manufactured goods. The reports, documents and cards accompanying the production contain technical data according to which the goods have been tested and, consequently, released for production.
- 3.10. At the beginning, during and at the end of the production process, a product test is carried out in order to determine the conformity of the goods with the order specification. During production, hourly control records are kept, dimensions, thickness, graphics, tightness and placement of additional elements of the goods are checked for compliance with the order specification.
- 3.11. The documents attached to the manufactured goods (declaration, order specification) contain information on the parameters used in strength tests (pressure - max 40 kg x 20 seconds, liquid filling - visual assessment, air filling - visual assessment, immersion in water) and on the method of storage. Based on the parameters used and indicated in the attached documents, the Seller guarantees the quality, including product tightness.
- 3.12. Strength tests and product tests shall be carried out on the principles described above, according to internally established and approved procedures. If the Buyer wants the strength test and the product test to be performed according to other principles (using other parameters, data or guidelines), he is obliged

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to submit his own parameters, data or guidelines in this respect at the latest when placing the order, whereby they are only binding if they are explicitly accepted and approved by the Seller. If the Seller has not expressly accepted and approved the Buyer's parameters, data or guidelines, they shall not be taken into account in the production process or in any complaints. It is not possible to change the parameters, data and guidelines after placing the order and during the production of the ordered goods.

3.13. At the stage of the Buyer's enquiry about the possibility of production of the goods and before placing the order, the Seller may suggest possible changes in the parameters of the goods, i.e. composition, thickness and structure of the goods, as well as parameters related to strength tests and product tests. However, no declarations, advice or suggestions coming from the Seller shall not be the basis for any claims against him if they turn out to be insufficient.

3.14. The Seller shall only be liable for the conformity of the produced packaging to the order placed and the parameters indicated in the FOC only. The Seller shall not be liable for inappropriate selection of the properties of the goods in relation to their final volume, material structure for a given batch, inappropriate filling, inappropriate packaging, storage or transport, inappropriate selection of external packaging and other similar factors not explicitly mentioned but leading to the loss or deterioration of the technical and usable properties of the goods produced, including leading to the destruction or damage of the goods, in particular to their unsealing.

3.15. The Seller shall not take into account the results of tests of the goods delivered by the Buyer under other terms, conditions and with the use of other data and parameters than mentioned above, made by unauthorised entities and under non-accredited types of tests. Any tests performed by the Buyer in a manner different from the one described shall not be recognised by the Seller, nor shall their results entitle the Buyer to lodge a complaint against the delivered product.

3.16. If for any reason the Buyer does not accept the delivery, the Seller, after setting an additional time limit, shall have the right to withdraw from the Sales Agreement and claim damages. In any case, if the Seller withdraws from the Sales Agreement due to the non-acceptance of delivery or non-performance/improper performance of the Sales Agreement by the Buyer, the Seller may demand a penalty in the amount of 10% of the agreed value of delivery (invoice amount), without providing evidence of the damage suffered, which has been withdrawn from or not performed or performed improperly by the Buyer and compensation exceeding the amount of the reserved penalty. Instead of exercising the above entitlement, the Seller may, at its own discretion, within a reasonably extended delivery period agreed with the Buyer, make a similar delivery in accordance with the previously agreed terms.

DELIVERY DOCUMENTATION

4.1. The Delivery (release) of each batch of the goods will be documented with a shipping document or goods dispatched note, VAT invoice or other document used for the purpose of intracommunity supply.

4.2. The goods will be checked within the scope of quantity on dispatch and reception of the Goods at the place of dispatch, with a representative of the Buyer (where any person used by the Buyer will be considered to be his representative, including the carrier working for the Buyer or the person used by the carrier during shipping operation) and the Seller.

4.3. Any quantitative deficiencies and visible defects (including damage of the packaging) shall be specified in the dispatch note, shipping documents or other confirmation of transfer of the Goods, otherwise claims stemming from these deficiencies and visible defects shall be null and void. The Buyer is obliged to inform the Seller about potential hidden defects of the Goods within 7 days from dispatch date, otherwise right to claim damages for that reason will be lost.

4.4. Test results, certificates, compliance declarations or other documents that would confirm the quality (properties) of the Goods will be attached to the sent goods if requirement like this is indicated in the order or the agreement. In other cases, the documents will be sent electronically.

4.5. On the date of delivery, or on the first working day thereafter, the Seller will issue and send a relevant VAT invoice for the Buyer, in which payment form and deadline will be specified.

4.6. The Seller shall archive the delivery documents referred to in section 4.1 and shall keep them free of charge for a period of 3 years from the date of delivery of the goods. From the 4th year onwards, the records shall be stored at the express written request of the buyer, failing which, a fee shall be payable. The cost of archiving the delivery documents is EUR 500 + VAT for each year started.

PRICES AND PAYMENT

5.1. The Parties mutually agree that the Buyer is to pay the Seller for the delivered Goods on time and in accordance with the unit prices specified in the current offer of the Seller. Applying other, lower price, needs to be, from time to time, accepted by the Seller. No silent acceptance by the seller shall be assumed within this scope.

5.2. The seller shall be entitled to make partial settlements and request advance payments.

5.3. If the Parties did not agree upon this issue otherwise, each of the prices included in the offer, catalogue, confirmation or any other document coming from the Seller is a net price on the basis of EXW. This price does not include particularly the following components: insurance costs, customs, tax (such as Value Added Tax), cost of shipping, cost of unloading - these are to be incurred by the Buyer. Value Added Tax will be added to the price in accordance with the rate in force.

5.4. In case of delay in payment exceeding 10 days (including payment of the prices of goods delivered earlier and interests for the delay), the Seller has a right of suspending further production and/or further delivery of the Goods. The Seller also has a right to suspend the further deliveries if the total value of the liabilities (amounts due and non-due) stemming from the payment of the price exceeds the Seller-set limit of the trade credit. In such cases, the Seller also has a right of conditioning supply of the further batches of goods on in-advance payment of the price for the goods herein. Additionally, the Seller may also withdraw from the agreement within the scope related to the orders from the Buyer that so far were pending, he may also request payment for the Goods already manufactured for the Buyers, even if the delivery deadline or payment deadline is far away. The Seller may also suspend the release of the goods until he receives the payment.

5.5. Trade credit limit is to be defined by the Seller, according to his own preferences. The seller reserves a right to change the trade credit limit at any time, without the consent of the Buyer, especially within the scope of the current limit of the receivables insurance against the Buyer.

5.6. In case when the Buyer delays the reception of the goods, and when the delay exceeds 30 days, the Seller has a right to send the Goods to the Buyer at the Buyer's cost or demand paying the price for the manufactured goods by the Buyer despite the fact that the goods have not been picked up. If the above delay exceeds 60 days and the Buyer will not pick up the goods transferred to him by the Seller, the Buyer loses a right to request dispatch of the goods, which may be utilized by the Seller or they may be used in other way, which does not release the Buyer from an obligation to pay for the ordered goods that had not been picked-up.

5.7. Until the Buyer pays the full price for the delivered Goods, these remain the Seller's property.

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WARRANTY AND GUARANTEE

- 6.1. In case any deficiencies that are covered within the scope of the Guarantee granted by the Seller, are discovered in the delivered goods by the Buyer, the Seller, after a quality assessment and acceptance of complaint, agrees to deliver fault-free products or to refund the price of the faulty and returned goods.
- 6.2. A complaint made by the buyer does not affect the payment date. Faulty goods may be returned to the Seller by the Buyer at the moment of the nearest delivery. Settlement of the costs of selected or total quantity of the faulty Goods from the Buyer shall be done within 14 days from confirmation of the faults (adjustment invoice).
- 6.3. The Buyer is obliged to inform the Seller about faults other than hidden defects immediately, but not later than 5 days from reception of the goods. Information on hidden defects shall be transferred immediately after they are discovered, but not later than 5 days after the discovery. The defect notification must be made in a written form by the persons who are authorized to represent the Buyer. The fault-report needs to be complemented by attached trade-registry write-off that confirms the right to represent or proxy document - original or notary-certified copy of this document. Exceeding the terms above or violation of the form results in a loss of claim stemming from guarantee and warranty and improper performance of the Agreement.
- 6.4. Faults occurring in the quantity not exceeding 2% of the quantity of the ordered goods shall not constitute grounds for complaint in respect of the entire lot. The Seller shall not accept any further claims concerning defects of less than 2% of the quantity of the ordered goods. The Buyer accepts that currently available production technologies, regardless of the Seller's diligence, do not guarantee full tightness of all packages and agrees to defects in packages not exceeding 2% of the quantity of the order which shall be considered by the Parties as defects constituting grounds for complaint.
- 6.5. Physical fault of the goods is defined exclusively as lack of compliance of the goods with their properties clearly described in the Agreement, specification or other documents described in section 3.7 to an extent that exceeds 2% of the quantity of the order.
- 6.6. The Seller informs that the colour specimen that is contained in the presented e-proofs and printed cromalins are solely for guidance purposes. The colors on the final packaging may differ from what is presented on e-proofs and cromalins.
- 6.7. The Buyer, in his complaint, is obliged to indicate the quantity of the goods that are a subject of complaint, along with the type of the goods, number of the order, number of the VAT invoice, number of the batch and specific reason for the complaint together with evidence of the defective nature of the goods. Return of the Goods shall be arranged with the Seller after filling in proper documents by the Buyer, according to the Seller's requirements. Lack of compliance with the formal requirements of the complaints results in its invalidity and it does not have to be further explained.
- 6.8. In an event of complaint, the Buyer has an obligation to secure the goods that are a subject of the complaint for the need of potential inspection, involving a representative of the Seller on site of the delivery or at the Buyer's seat. Should a need arise, the Buyer should provide a sample of the delivered goods in order to carry out relevant examination of this sample. The Buyer is responsible for proper protection of the goods that are a subject of the complaint for the time of transport (it is particularly needed to place the goods on a pallet with a damage-preventing cardboard separator and to protect the Goods with a protective film at each side). In case the complaint turns out to be unreasonable, the Seller has a right to encumber the Buyer with the costs of complaint proceedings, including the costs of visiting the Buyer and transport and examination of the goods.
- 6.9. Goods from the Seller need to be stored indoors, in clean, dry and ventilated areas. The goods have to be placed on a pallet with a cardboard separator. They need to be properly protected from direct sunlight. The Seller is not responsible for any defects that are caused by improper storage.
- 6.10. The Seller is not responsible for indirect damages and lost benefits, unless they are resulting from a wilful misconduct.
- 6.11. Full responsibility of the Seller stemming from the defects cannot exceed the price of the faulty products, with a reservation, that this responsibility is reduced within the scope (down to the limits, amounts, claims etc.) that it is covered by the insurance protection granted to the Buyer on the basis of the Civil Liability insurance agreement. In case of larger or wider claims arising, the Buyer agrees to release the Seller from the debt within the remaining scope.
- 6.12. The Seller grants the Buyer a 6-month warranty period for goods unless otherwise agreed.

ADDITIONAL CLAUSES

- 7.1. The Buyer declares and claims that he has intellectual property rights, including proprietary copyrights to the content, graphical elements, drawings, models, logos, photos etc. transferred to the Seller in order to use them in the printouts design process or a right to use the above content within the scope specified above, including prints requested and ordered by the Buyer.
- 7.2. In case when, during the execution of the agreement, new content is created, such as print design, with the use of the graphical elements transferred for use by the Buyer, in case there is no other agreement, the Buyer will not be entitled to use this content, beyond the copies hereof delivered by the Seller. The proprietary copyrights to such content, especially designs, print specimens, matrices, will remain with the Seller. Transfer of such rights to the Buyer or granting an authorization to use such rights needs, from time to time, to be confirmed by a proper agreement specifying proper remuneration.
- 7.3. The Seller may use the product samples and placing the prints on them, produced by the Seller on request of the Buyer (including catalogues, leaflets, advertising clips, sample books, during international fairs and on websites etc.).
- 7.4. If during execution of the agreement by the Seller any invention or industrial or usability design is created, the industrial proprietary rights are for such solution is to be granted to the Seller.
- 7.5. The Buyer is entitled to declare his intention to visit the Seller in order to accept a new film-print design. After notification of such an intention, the Buyer may visit the Seller after prior arrangement of the acceptance date with the Seller, unless special circumstances, including those related to force majeure or protection of human health and life preclude his appearance. In case the Buyer resigns from a visit to the Seller or his visit for the acceptance is impossible due to special circumstances, the Buyer is to be fully responsible for the substantial and color content of the project and will not complain in any way about quality of the delivered print. Lack of notification to the Seller of the intention to visit the Seller for approval, lack of appearance on the previously agreed acceptance date or lack of complaints will be treated as a silent approval.
- 7.6. Any information and documents regarding the trade conditions of the Agreements made between the Buyer and the Seller are to be treated as a trade secret of the Seller and cannot be disclosed to the third parties without a written consent of the Seller, or used in any other way by the Buyer.
- 7.7. The Seller bears no responsibility whatsoever for the material transferred for further processing by the Buyer, especially within the scope of de-lamination, print errors, film crimps and wrinkles, improper preparation of the laminate for further processing by erroneous connection and other faults. In such case, the Seller, when such faults are detected during the customization process of the materials, has a right to refuse further customization and encumber the Buyer with a cost of EUR 2000 + Value Added Tax for the damages that occurred during the production cycle. In case the laminate with small beams, the Seller may raise the amount of the VAT invoice by 5% for execution of rewinding the film onto larger beams. The same is applicable in case of film that is wound in an erroneous manner.
- 7.8. The Seller has a right to include costs of EUR 2000 + Value Added Tax in the VAT invoice issued for the Buyer, which would cover the instrumentation of the electrodes and other elements needed to execute the order. This is applicable only in situations when the Seller has no proper tools for execution of the

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order. The prepared tools are to be treated as property of the Seller and they will remain like that after the order is executed. Other tools that are more complicated and that are not the electrodes or triangles, purpose of which is to laminate and break the film, will be valued individually and valuation is to be accepted by the Buyer.

7.9. Any specifications, tools, matrices delivered to the Buyer by PLASTMOROZ or specially manufactured by the Buyer for PLASTMOROZ within the scope of the Agreement, along with the intellectual property rights will be a sole property of the PLASTMOROZ company, and they need to be returned to PLASTMOROZ at any request from time to time.

7.10. The Buyer authorises the Seller to utilise, at the expense of the Buyer, the printing plates used in the manufacture of packaging in accordance with the provisions of the Act of 14 December 2012 on waste (or any other act replacing it) after the lapse of 12 months from the date of the last implementation of projects using these printing plates. After the disposal, the Seller shall issue a VAT invoice to the Buyer for the reimbursement of the disposal costs.

PERSONAL DATA PROTECTION

8.1. The personal data of the Buyer shall be administered by PLASTMOROZ Sp. z o.o. Sp. k. with its registered office in Białogard.

8.2. The Administrator processes personal data on the basis of Article 6(1)(b) of RODO in order to carry out the order, conclude a contract and perform it, as well as processes data for accounting purposes.

8.3. The Administrator processes only the personal data necessary for the purposes indicated in section 8.2, i.e. name and surname, email address, telephone number, address of residence.

8.4. The Buyer's personal data can be made available to subcontractors, i.e. entities whose services are used by the Administrator in their processing, i.e. entities running postal and courier services, providers of accounting, legal, advisory services, providing the Administrator with technical, IT and organisational solutions.

8.5. Personal data, as a rule, are not transferred outside the European Economic Area. The transfer of the personal data to third countries can take place, if it is necessary for the purpose of fulfilling the contract.

8.6. Personal data is stored for the period necessary for the implementation and performance of the contract, as well as until the end of the period of limitation of potential claims under the contract, which the Administrator may raise, and which may be raised against the Administrator.

8.7. The Buyer shall have the right to access his data, to receive a copy thereof, the right to rectification, transfer, erasure, restriction of data processing, as well as the right to lodge a complaint to the supervisory authority.

FINAL PROVISIONS

9.1. Besides the claims defined in the herein GCS, the Buyer has no right of claiming anything else from the Seller, that cannot be effectively limited by the will of the Parties. CGS particularly define the responsibility of the Seller within the scope of improper performance of the Agreement, including the hidden defects.

9.2 The Orders (respectively: confirmations and other notifications) will be placed by the parties with the use of one of the following means of information transfer: letter (written form), fax machine, e-mail. In case fax or e-mail, the notification message is to be considered as delivered at the moment of duly printing of the notification by the fax device of the recipient or when the message transferred via e-mail is read and confirmed by the recipient (including the function of confirming the received message).

9.3. Order (and other notifications) will be considered to be properly placed on behalf of the Buyer if they are placed by a person who earlier on (in case of preceding orders or other notifications respectively) acted on behalf of the Buyer and the Buyer did not question these actions and considered, even in an implicit manner, these actions to have been carried out on his behalf, until the Seller is notified about withdrawal of proxy (authorization) for that person. This rule is applicable in case of e-mail communication sent from the address from which earlier on orders and notifications were sent on behalf of the Buyer - until the given address is said not to be up to date, and a proper notification is sent to the Seller.

9.4 In case of the foreign languages into which the GTT were not translated, Polish version is the sole valid document.

9.5 Matters which are not regulated by the GTT are to be a subject of respective regulations of the Polish law.

9.6 Possible disputes between the Seller and the Buyer will be settled by a Polish Court, which has a jurisdiction over the Seller's seat.

PLASTMOROZ

The herein GTT are applicable in their entirety and any changes hereof shall be authorized by the PLASTMOROZ company. Rev. 3.1, valid from 28th January 2022.