

## GENERAL COMMERCIAL TERMS AND CONDITIONS (“GTC”) for the sale of packaging supplied by Model Opakowania Sp. z o.o.

### 1. Scope of application

The general commercial terms and conditions (“GTC”) for deliveries contained herein are applicable to the relationship between Model Opakowania Sp. z o.o., hereinafter referred to as the Seller and the Buyer, hereinafter jointly referred to as the Parties, if the contract/agreement concluded between them does not regulate these matters otherwise.

### 2. Offer

- A. The offer shall be understood as a proposal submitted to the Buyer, specifying the price, payment and delivery terms, quantity, description of the packaging design and print covered by the offer along with attachments thereto. The offer may also contain other arrangements regarding the obligations of the Seller or the Buyer.
- B. The technical parameters of the offered products are specified with the following tolerances:
  - Weight tolerance: +/- 5.0%;
  - ECT tolerance: +/- 10.0%.
- C. The offer is valid for 30 days from the date of issue, unless agreed otherwise. In the event of unforeseeable circumstances related to a significant increase in production costs during the period of the offer, the terms of the offer may be renegotiated by the Parties.
- D. Offers based on inaccurate, incomplete information shall be treated as indicative offers.

### 3. Conclusion of the contract and terms of delivery

- A. The contract is concluded on the basis of the Buyer's order. The contract is concluded if the Seller confirms to the Buyer that the order has been accepted for processing. The notification of the order acceptance shall be made by e-mail or the order may be accepted otherwise as specified when concluding contracts of this type. Failure to respond to the order shall not be considered as its tacit acceptance.
- B. The person placing the order on behalf of the Buyer shall be deemed to be authorized to enter into a contract for the purchase of goods and incur obligations in connection therewith, as well as to make any contractual arrangements.
- C. The Seller may accept the order in whole or in part.
- D. Deliveries are subject to certain quantity tolerances, depending on the order size, which is as follows:
  - for orders up to 2.500 pcs: +/- 20.0%;
  - for orders from 2,501 to 5,000 pcs: +/- 10.0%;
  - for orders from 5,001 to 10,000 pcs: +/- 7.0%;
  - for orders over 10.001 pcs: +/- 5.0%
- E. The Seller undertakes to ensure that the ordered goods are delivered to the Buyer without delay. Delays in the delivery of the goods may not give grounds to any claims of the Buyer against the Seller, in particular claims for damages, nor may they be the basis for withdrawal from the contract.
- F. The Seller undertakes to inform the Buyer in the event that there may be a delay in the delivery of the ordered goods.
- G. If the Seller is unable to deliver the goods due to force majeure, the Buyer shall not be entitled to any

claims for damages resulting from non-performance or improper performance of the obligation.

- H. The Seller shall not be held liable towards third parties in the event of infringement of industrial property rights in connection with the ordered goods, such as rights under a patent, utility model, geographical indication or copyright and related rights. The Buyer undertakes to release the Seller from any liability and from any claims that may be directed against the Seller in the event of violation of the above-mentioned rights in connection with the ordered goods.

#### 4. Price and terms of delivery

- A. The prices indicated in the offer shall be understood as the prices covering costs of goods delivery to the place / destination indicated by the Buyer, excluding VAT. Changing the place of goods delivery by the Buyer or carrying out partial deliveries may involve a change in the price specified in the offer and requires the approval of both Parties.
- B. The price agreed by the Parties may be subject to renegotiation if there are circumstances causing a significant change in production costs (such as the cost of raw materials, energy, labour, etc.). In this case, the Seller shall notify the Buyer of the expected price change in writing or in another standard way (e.g. by e-mail) 14 days before the change is introduced. The Buyer shall confirm the proposed price change within 10 days of receiving notification thereof. If the Buyer does not provide such confirmation, the contract shall cease to be binding on the Parties without legal consequences for the Seller.
- C. The day of order fulfilment (completion) shall be understood by the Parties as the date of goods delivery to the place/destination agreed by the Parties. Upon the goods' take over by an authorized employee of the Buyer, the risk of loss or damage to the goods shall pass to the Buyer.

#### 5. Logistics, storage / warehousing costs

- A. Shipment of the goods shall be carried out to the address indicated by the Buyer, within the time limit agreed by the Parties and specified by the Seller in the order confirmation. If, at the request of the Buyer, the ordered goods are to be delivered later than the above-mentioned date, the goods shall be invoiced to the Buyer and may be stored in the Seller's warehouse.
- B. Remuneration for the storage service is PLN 5.00 / per pallet / per day. The basis for the settlement of the remuneration shall be the list attached to the invoice, specifying the pallets quantity and number of storage days.
- C. The Buyer shall be obliged to pay the remuneration based on the invoice issued by the Seller by the 15th day of the month following the month in which the invoice was issued.
- D. The extended period of goods storage in the warehouse may not exceed 10 days, unless the Parties agree otherwise.
- E. In the case of deliveries made pursuant to the so called "Open Order", i.e. production based on an order, and delivery based the Buyer's call-off, the maximum storage time of the packaging in the Seller's warehouse shall be 30 days from the date of placing the Open Order, unless the Parties agree otherwise. If the Buyer exceeds the storage time limit, the Seller, upon separate arrangement with the Buyer, may use one of the three following solutions:
- send the entire remaining quantity of packaging to the Buyer along with the invoice,
  - dispose of / recycle packaging on its own and at the same time invoice the Buyer with the entire disposed of packaging quantity,
  - transfer to the Buyer the ownership of the packaging, at the same time issuing a relevant invoice, and continue to store the packaging at the expense of the Buyer in accordance with point 5B. The extended period of storage of products in the warehouse may not exceed another 14 days, unless the Parties agree otherwise.

F. The Parties may also use other, individually agreed solutions in the field of logistics.

## 6. Payment terms

The payment terms agreed by the Parties shall be specified in the order, the contract/agreement as well as in the order confirmation and the invoice. The Parties recognize the date of payment for the goods to be the day on which the funds are credited to the Seller's account. For each day of delay in payment for the goods, the Seller may charge interest in the statutory or contractual amount agreed by the Parties.

## 7. Packaging / Pallets

The goods shall be packed in accordance with the Seller's technical requirements, and in special cases, as agreed by the Parties. Packages may be delivered on:

- non-returnable, invoiced pallets 120 x 80 cm or other sizes,
- returnable pallets to be returned by the Buyer to the Seller in the condition in which the Buyer received them, immediately, but not later than 30 days from the date of delivery. Otherwise, the Seller shall have the right to charge the Buyer with the cost of unreturned pallets,
- CHEP pallets.

## 8. Printing plates, die-cut forms

- A. Printing plates and die-cut forms are the property of the Seller. They become the property of the Buyer after being invoicing by the Seller with a separate invoice. All tools are stored by the Seller for no longer than two years from the date of the Buyer's last order for the goods for which the tools were purchased.
- B. In justified cases, the Buyer may be obliged to cover the costs of the tools referred to in point A. The Buyer shall be charged only after the said charge has been confirmed between the Buyer and the Seller.

## 9. Intellectual property and reserved rights

- A. Designs, drawings, constructions and other documents developed for the purpose of submitting an offer, concluding a sales contract/agreement and producing packaging, and not delivered by the Buyer, shall remain the property of the Seller and may not be used by the Buyer or by third parties without the prior consent of the Seller.
- B. In special cases, additional confidentiality / non-disclosure agreements shall be concluded between the Parties to protect the Parties to the agreement against unauthorized disclosure of information regarding the subject matter of the agreement, its terms and any other related data.

## 10. Complaints and claims

- A. In order to maintain the quality of packaging, it shall be stored in accordance with general recommendations for the storage of corrugated cardboard packaging. At the request of the Buyer, the Seller may provide detailed information in this regard.
- B. Quality complaints shall be submitted by the Buyer within 7 days from the date the defect was discovered, but not later than within 30 days from the date of handing over the goods, along with an attached sample and identification data of the production batch of the defective goods.
- C. In the case of quantity complaints, a complaint may be submitted:
- for claims resulting from incorrect loading of goods - no later than on the day following the unloading of the goods;
  - for claims resulting from damage suffered during transport - on the day of unloading the goods at the latest.

D. In both cases, it is necessary for the Buyer to make a note on the delivery note about the type of

damage to the purchased goods (missing or damaged goods). The note on the delivery note must be signed by the driver who made the delivery.

- E. Until the complaint has been finally resolved, the Buyer shall be obliged to store the goods in question in an appropriate manner, preventing possible occurrence of further damage or shortages.
- F. All complaints regarding the condition of pallets, packaging (damage, incorrect quantities) shall be reported immediately upon delivery, they shall also be noted on the delivery note in the presence of the driver.
- G. Any claims submitted to the other Party must be in writing.
- H. The Seller and the Buyer shall strive for an amicable settlement of any disputes arising in connection with the performance of contracts covered by the GTC. If it is impossible to settle an issue amicably, the court competent to settle the dispute shall be the common court having jurisdiction over the seat of the Seller as at the date of bringing the action.

## **11. Packaging intended for direct contact with food**

- A. Packaging produced by Model Opakowania Sp. z o.o. is not intended for direct contact with food, therefore, they can only be used for packing food products already packed in individual unit packaging.
- B. For single-use / unit packaging for dry food, confectionery and bakery products - intended for direct contact with food - the Seller issues separate declarations in accordance with Regulation (EC) No. 1935/2004 of the Parliament and the Council of Europe on materials and products intended to come into contact with food.