

INTRODUCTION

1.1 These general terms and conditions, hereinafter referred to as GTC, shall apply to all agreements for sale or delivery of goods offered by PLM EUROPE DISTRIBUTION limited liability company in Białogard (hereinafter referred to as the Seller), even if at the next sale (delivery) they are not repeated to the Buyer, excluding agreements concluded with Consumers.

1.2 No other general conditions, formulas, rules and regulations, which are used by the Buyer, shall apply to contracts for sale or delivery of goods by the Seller to their buyer (hereinafter referred to as the Buyer).

1.3 Whenever this document refers to PLM EUROPE DISTRIBUTION spółka z ograniczoną odpowiedzialnością, it shall be understood as PLM EUROPE DISTRIBUTION spółka z ograniczoną odpowiedzialnością in Białogard, 5/1 Zygmunt Augusta Street, registered in the Register of Entrepreneurs of the National Court Register under KRS number: 0001087085, holding Tax number: 6722107041.

CONCLUSION OF THE AGREEMENT

2.1. The contract is concluded as a result of the Buyer placing an order and its acceptance by the Seller, or as a result of the Seller and the Buyer signing the contract document. Immediately upon receipt of the order, the Seller sends the Buyer a confirmation of receipt of the order (the so-called PZ document or FOC).

2.2. If the Seller cannot accept the order or can accept it, but only subject to changes in the terms and conditions proposed in the order, it shall notify the Buyer within 5 working days from the date of confirmation of receipt of the order.

2.3. An order with changes notified by the Seller shall be binding on the parties if the Buyer does not object no later than the next business day after receipt of such notice from the Seller.

2.4. The Buyer may cancel the order placed, but no later than 24 hours from the date of delivery of the order to the Seller. In this case, the Seller has the right to charge the Buyer for the costs he has spent to complete the order.

2.5. Proposals, advertisements, price lists, brochures, catalogs, etc. that come from the Seller are for information purposes only and do not constitute an offer that binds the Seller.

2.6. Insofar as the subject of the contract between the Seller and the Buyer is consulting or other services, they will be performed by the Seller in the form of a work contract or a supply contract, if expressly agreed in writing. Otherwise, the Seller shall not be liable for the occurrence of certain consulting effects. The services performed by the Seller on a case-by-case basis are based on the contents agreed upon in the order confirmation.

TERMS OF DELIVERY

3.1. Unless the parties have agreed otherwise, delivery will be made in accordance with the terms of INCOTERMS - EXW EUROPE DISTRIBUTION.

3.2. The vendor is authorized to make partial deliveries or perform partial services.

3.3. The Seller guarantees to meet the delivery (release of goods) deadline accepted by him in accordance with his capabilities and provided that the Buyer timely meets his own obligations to the Seller. The delivery (release) date shall be extended in the event of unforeseen circumstances, which are outside the ordinary course of events, whether they are related to its operations or the operations of its sub-suppliers/subcontractors, including, but not limited to, events resulting from force majeure. Such unforeseen circumstances include, in particular, the failure of production equipment, interruptions in the supply of electricity or other utilities, or unexpected interruptions in the supply of raw materials.

3.4. When the Buyer claims compensation for delay in delivery, the Seller's liability shall be limited to 0.05% of the value (net price) of the goods to which the delay relates for the fifth and each subsequent day of delay, but no more than 5% of such delivery value.

3.5. In the event of a delay in delivery (release/collection of the goods) at the request of the Buyer or due to circumstances borne by the Buyer (e.g., delays in payment resulting in withholding the release of the goods), the Seller may require the Buyer to pay the cost of storage, at the rate of 1% of the net price of the goods for each week of storage. If this delay exceeds 14 days, the Seller has the right to demand payment of the price of the delayed goods before their release. Once the period of such delay exceeds 90 days, the Buyer shall lose the right to demand release of the goods and the Seller shall acquire the right to freely dispose of the goods so stored, including their destruction, without losing its claim against the Buyer for payment of the price of such goods.

3.6. During the execution of deliveries, due to the nature of the offered products, the Seller reserves the tolerance of quantitative accuracy in the execution of the order at plus or minus 5%. Goods are sold according to sales units expressed in kg/mb or pcs.

3.7. The Seller shall deliver to the Buyer goods from the range currently

offered by the Seller. The properties of the goods shall be in accordance with the specifications expressly provided by the Seller in the documents sent by the Seller relating to a specific delivery/order (cards, attestations, certificates, etc.). No other assurance as to the properties, including suitability for a specific application, is given and may not be the subject of a presumption.

3.8. Tests of the strength of the manufactured goods carried out as part of the production process at a level of up to 0.5% of the quantity of the ordered goods confirm its quality, including tightness. Sample tests at a level greater than 0.5% of the quantity of the ordered goods are performed only at the written request of the Buyer.

3.9. Strength tests are carried out based on various parameters – depending on the material structures and thickness of the manufactured product. Reports, documents and cards attached to the production contain technical data according to which the product was checked and therefore approved for production.

3.10. At the beginning of the production process, during it and after its completion, a product test is carried out to confirm the compliance of the product with the order specification. During production, hourly control records are kept, dimensions, thickness, graphics, tightness and the arrangement of additional elements of the product 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 the strength tests (pressure - max 40 kg x 20 seconds, filling with liquid - visual assessment, filling with air - 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 the tightness of the goods.

3.12. Strength tests and product tests are conducted on the principles described above, according to established and internally approved procedures. If the Buyer wants the strength tests and product tests to be conducted on other principles (using other parameters, data, guidelines), they are obliged to provide their own parameters, data or guidelines in this respect at the latest when placing the order, and they are binding only if they are expressly accepted and approved by the Seller. The lack of express acceptance and approval by the Seller of the reported parameters, data or guidelines of the Buyer means that they will not be taken into account in the production process and 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. After placing an order, the Buyer receives sample test packages which are subject to strength tests and product testing on the principles described above.

3.14. At the stage of the Buyer submitting an inquiry about the possibility of producing the goods, and before placing an order, the Seller may suggest possible changes to the parameters of the goods, i.e. the composition, thickness and structure of the goods, as well as parameters related to strength tests and product testing. However, no declarations, advice or suggestions from the Seller are the basis for filing claims against him if they prove to be insufficient.

3.15. The Seller is solely responsible for the compliance of the manufactured packaging with the placed order and the parameters indicated solely in the PZ. The Seller is not responsible for improper selection of the properties of the goods in relation to their final capacity, material structure for a given batch, improper filling, improper packaging, storage or transport, improper selection of external packaging and other similar factors not expressly mentioned, but leading to the loss or deterioration of the technical and functional properties of the manufactured goods, including those leading to the destruction or damage of the goods, in particular to their leakage.

3.16. The Seller will not take into account the results of testing the delivered goods by the Buyer on other principles, in other conditions and using other data and parameters than the above, performed by unauthorized entities and within the framework of non-accredited types of tests. Any tests performed by the Buyer in a manner different from the one described will not be honored by the Seller, and their results will not entitle the Buyer to file a complaint about the delivered product.

3.17. If for any reason the Buyer does not accept the delivery, then the Seller, after setting an additional deadline, has the right to withdraw from the Sales Agreement and claim compensation. In any case, if the Seller withdraws from the Sales Agreement due to the Buyer not accepting the delivery or not performing/improperly performing the Sales Agreement, the Seller may demand a financial penalty of 10% of the agreed delivery value (invoice amount), without providing evidence of the damage suffered, from which the Buyer has waived or which the Buyer has not performed or performed improperly, and compensation exceeding the amount of the reserved penalty. Instead of exercising the above right, the Seller may, at its own discretion, within a reasonably extended delivery period agreed with the

Buyer, carry out a similar delivery in accordance with the previously agreed conditions.

DELIVERY DOCUMENTATION

4.1. The delivery (issue) of each batch of goods will be documented by a bill of lading or a proof of issue (WZ), a VAT invoice or any other document used in making intra-Community deliveries.

4.2. Inspection of the goods in terms of quantity shall be carried out upon delivery and acceptance of the goods, at the place of delivery, with the participation of the Buyer's representative (whereby any person used by the Buyer, including a carrier acting for the Buyer or a person used by the carrier for transportation, shall be deemed to be such) and the Seller.

4.3. Quantitative shortages of goods and their visible defects (including damage to packaging) should be specified in the delivery note, waybill or other document confirming the transfer of goods, under pain of losing claims for such shortages and visible defects. The Buyer shall be obliged to notify the Seller of any hidden defects within 7 days from the date of shipment of the goods, under pain of losing the right to assert claims on this account.

4.4. Certificates, certificates, declarations of conformity or other documents confirming the quality (properties) of the goods, will be attached to the shipped goods, if such a requirement is indicated in the order or contract.

4.5. On the day of delivery, the Seller will issue and send the Buyer a corresponding VAT invoice, which will specify the date and method of payment.

4.6. The Seller shall archive the delivery documents referred to in Section 4.1. and store it free of charge for a period of 3 years from the date of delivery of the goods. Starting from the 4th year, the storage of the documentation shall take place at the express request of the Buyer expressed in writing under pain of invalidity and shall be for a fee. The cost of archiving the delivery documents is EUR 500 + VAT for each year started.

PRICES AND PAYMENTS

5.1. The Parties unanimously declare that the Buyer shall pay the Seller for the delivered products on time and according to the unit prices specified in the Seller's current offer. The application of a different, lower price requires the express approval of the Seller each time. In this regard, tacit acceptance of the Seller cannot be presumed.

5.2. The vendor is authorized to make partial settlements and request advance payments.

5.3. Unless the parties have agreed otherwise, any price that is included in an offer, catalog, confirmation or other document from the Seller is the net price on an EXW basis. This price does not include, in particular, insurance costs, fees and duties, tax (such as VAT), transportation costs, unloading costs, which will be borne by the Buyer. The price will also be increased by VAT in accordance with the applicable rate.

5.4. In case of delay in payment exceeding 10 days (including payment of the price of goods previously delivered and interest for delay), the Seller has the right to suspend further production and/or further deliveries of goods. The Seller also has the right to withhold further deliveries of goods in the event that the total value of liabilities (due and undue) for payment of the price of goods exceeds the trade credit limit set by the Seller. In such cases, the Seller also has the right to make the issuance of further batches of goods conditional on prior payment of the price of such goods (prepayment). In addition, the Seller may also in such cases withdraw from the contract to the extent relating to the Buyer's orders not yet fulfilled, as well as demand payment of the price of goods already produced for the Buyer, even if the date of delivery of the goods or payment for such goods has not yet arrived, and withhold the release of goods until the price is paid.

5.5. The amount of the trade credit limit is determined by the Seller at its sole discretion. The default trade credit is PLN 5,000.00. The Seller reserves the right to change the trade credit limit at any time, without the consent of the Buyer, and in particular to apply to changes in the amount of the current insurance limit of debts owed to the Buyer.

5.6. If the Buyer delays taking delivery of the goods, the Seller has the right to send the goods to the Buyer at the Buyer's expense or to demand payment of the price of the goods manufactured to the Buyer's order despite the Buyer's failure to take delivery of the goods. If the aforementioned delay exceeds 60 days and the Buyer fails to take delivery of the goods placed at his disposal by the Seller, the Buyer shall lose the right to demand delivery of the goods, which the Seller may dispose of or otherwise dispose of, which shall not relieve the Buyer from the obligation to pay the price of the ordered and not taken delivery of the goods.

5.7. Until the Buyer makes full payment for the delivered products, they remain the property of the Seller.

WARRANTY AND GUARANTEE

6.1. In the event that defects are discovered by the Buyer in the delivered products, covered by the scope and within the time limit of the guarantee

provided by the Seller, the Seller, after assessing the quality and accepting the complaint, undertakes to deliver the products free of defects, or refund the price of the defective and returned goods.

6.2. The Buyer's filing of a complaint does not affect the due date. The Buyer may return the defective goods to the Seller on the next delivery. Settlement of the cost of selected or entirely defective goods to the Seller shall be made within 14 days after confirmation of the existence of the defects found (corrective invoice).

6.3. The Buyer is obliged to notify the Seller of defects other than latent defects immediately, but no later than within 5 days of receipt of the goods, while about hidden defects - immediately, but no later than within 5 days, from the disclosure of the defect. Notification of defects must be made in writing by persons authorized to represent the Buyer. The notice of defects must be accompanied by a copy from the commercial register confirming the authority to represent or a power of attorney in the original or a notarized copy. Exceeding the above deadlines or failing to observe the established form will result in the loss of warranty and guarantee claims and improper performance of the contract.

6.4. Defects occurring in a quantity not exceeding 2% of the quantity of the ordered goods do not constitute grounds for a complaint about the entire batch of goods. A complaint concerning defects of less than 2% of the quantity of the ordered goods, the Seller shall not give further course. 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 in a quantity not exceeding 2% of the quantity of the order, which will be considered by the parties as defects constituting grounds for complaint.

6.5. Only nonconformity of the goods with their characteristics expressly indicated in the contract, specifications or other documents referred to in Section 3.7 to an extent that exceeds 2% of the order quantity shall be considered a physical defect in the goods.

6.6. The seller informs that the color patterns shown on the presented e-proofs and printed cromalines are only an illustrative presentation of colors. The colors on the final packaging may differ from the colors shown on the e-proofs and cromalines.

6.7. The Buyer in the complaint letter undertakes to indicate the quantity of the advertised goods, their type, order number, VAT invoice number, lot number, item and the specific reason for the complaint, together with the presentation of evidence of the defectiveness of the goods. Return of goods should be agreed with the Seller after the Buyer completes the relevant documents, in accordance with the requirements of the Seller. Failure to comply with the formal requirements of the complaint will result in disregard of the complaint and does not require additional justification.

6.8. In the event of a complaint, the Buyer is obliged to secure the advertised goods for any visual inspection with the participation of the Seller's representative at the place of delivery or at the Buyer's premises, and, if necessary, to make available a sample of the advertised goods for appropriate testing. The Buyer shall be responsible for adequate protection of the advertised product for the time of transport (in particular, place the goods on a pallet with a cardboard divider protecting them from damage and wrap the goods with a protective film on each side). If the complaint proves to be unfounded, the Seller is entitled to charge the Buyer with the costs of the complaint procedure, including the costs of travel to the Buyer, transportation and examination of the goods.

6.9. Goods from the Seller should be stored indoors: covered, dry, away from radiant heat, so as to prevent wetting, dampness and direct sunlight. Optimal temperature 5-30 degrees C, relative humidity 30-70%. The required seasoning time under production conditions before using the package - a minimum of 24 hours. For defects and inconsistencies caused by poor storage, the Seller shall not be held responsible.

6.10. The seller shall not be liable for indirect damages and lost profits, unless they are due to intentional fault.

6.11. The Seller's total liability for defects in the goods may not exceed the price of the affected goods, with the proviso that such liability shall be reduced, to the extent (to such limits, amounts, claims, etc.) to which it is covered by the insurance coverage provided to the Seller under the liability insurance contract. In the event that claims of a higher amount or a wider scope arise, the Buyer declares that he releases the Seller from the debt to the remaining extent.

ADDITIONAL CLAUSES

7.1. The Buyer warrants and is responsible for the fact that he is entitled to intellectual property rights, including copyrights to works, graphic elements, drawings, designs, logos, photos, etc. transferred to the Seller for use in the design of prints, or the right to use such works to the said extent, including their use in the production of prints ordered by the Buyer.

7.2. In the event that a new work would be created in the performance of the contract, and in particular a print design, even if using graphic elements

provided for use by the Buyer, in the absence of an agreement to the contrary, the Buyer shall not be entitled to use this work - except for copies of this work provided by the Seller. Copyrights to such works, in particular designs, print patterns, matrices, shall remain with the Seller. Their transfer to the Buyer or the granting of authorization to use them requires in each case the conclusion of an appropriate agreement, specifying the remuneration for this title.

7.3. The Seller may use samples of the goods and the placement of prints on them, produced by the Seller at the Buyer's request (including in catalogs, flyers, advertising videos, print patterns, at trade fairs, including those of international scope, and on websites, etc.).

7.4. If, in connection with the performance of the contract by the Seller, solutions are created that have the nature of an invention, industrial design or utility model, the industrial property rights to such solutions shall vest in the Seller.

7.5. The Buyer is obliged to appear at the Seller's premises for each acceptance of a new foil printing design. In the event that the Buyer declines to come to the acceptance on the date set by the Seller, the Buyer assumes all responsibility for the content and color of the design and will not make any comments regarding the quality of the delivered print. Failure to respond to the Seller's summons or to raise any objections to the submitted print design will be considered tacit acceptance of the print.

7.6. Any information and documents relating to the terms and conditions of business of contracts between the Seller and the Buyer are trade secrets of the Seller and may not be disclosed to third parties without his written consent, or otherwise used by the Buyer.

7.7. The Seller shall not bear any responsibility for the material entrusted for further processing by the Buyer, and in particular for delamination, printing errors, wrinkles, creases on the film, improper preparation of the laminate for further processing by incorrect edging, joining and other unspecified. In such a case, the Seller, when revealing all kinds of the aforementioned and unmentioned defects during confectioning of the entrusted material, has the right to refuse further confectioning and charge the Buyer with the cost of 2000PLN + VAT for the damage caused in the production cycle.

7.8. Any specifications, tools, matrices provided by PLM EUROPE DISTRIBUTION limited liability company to Buyer or specifically manufactured by Buyer for PLM EUROPE DISTRIBUTION limited liability company in connection with the Agreement, together with intellectual property rights, shall be the exclusive property of PLM EUROPE DISTRIBUTION limited liability company and must be returned to PLM EUROPE DISTRIBUTION limited liability company upon any request.

7.9. The Buyer authorizes the Seller to dispose, at the Buyer's expense, of the printing plates used in the production of packaging in accordance with the provisions of the Waste Law (or any other act replacing it) after the expiration of 12 months from the date of the last implementation of projects using these plates. After disposal, the Seller shall issue a VAT invoice to the Buyer covering reimbursement of disposal costs.

PERSONAL DATA PROTECTION

8.1. The administrator of the Buyer's personal data is PLM EUROPE DISTRIBUTION Ltd. based in Białogard.

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

8.3. The Administrator processes only the personal data necessary to achieve the purposes indicated in Section 8.2, i.e. name, e-mail address, telephone number, address of residence.

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

8.5. Personal data, as a rule, is not transferred outside the European Economic Area. The transfer of this personal data to third countries may take place when it is necessary to fulfill the contract.

8.6. Personal data is kept for the period necessary for the execution and performance of the contract, as well as until the end of the statute of limitations for potential claims under the contract that the Administrator may raise, and that may be raised against the Administrator.

8.7. The buyer has the right to access his data, to receive a copy of it, the right to rectification, portability, deletion, restriction of data processing, as well as the right to lodge a complaint with the supervisory authority.

FINAL PROVISIONS

9.1. In addition to the claims specified in these GTC, the Buyer is not entitled to any further claims against the Seller, which cannot be effectively limited by the will of the parties. In particular, the GTC exhaustively define the Seller's liability for improper performance of the contract, including latent defects.

9.2. Orders (respectively: confirmations and other notifications) will be made by the parties using one of the following means of communication: letter(s), fax, e-mail. If fax or e-mail is used, the notification will be considered effectively delivered at the time of the printed notification by the recipient's fax machine or the reading of the message sent by e-mail confirmed by the addressee (including using the confirmation of receipt function), respectively. Buyer agrees that invoices and other billing documents may be delivered via e-mail.

9.3. The Buyer hereby consents to the sending of payment reminders and any other correspondence related to the outstanding debt, including reminders of approaching payment deadlines, in electronic form to the email address provided by the Buyer in the order. In the event that the Buyer fails to provide an email address in the order, the Buyer consents to the sending of payment reminders and any other correspondence related to the outstanding debt, including reminders of approaching payment deadlines, in electronic form to the email address through which the order was placed with the Seller.

9.4. Orders (respectively, other notifications) will be considered to be effectively submitted on behalf of the Buyer if they are submitted by a person who previously (with previous orders, respectively other notifications) acted on behalf of the Buyer, and the Buyer did not question these actions and even implicitly recognized them as having been made on his behalf, until the Seller is notified of the withdrawal of powers of attorney (authorizations) for this person. This rule shall apply mutatis mutandis to correspondence sent from the e-mail address from which orders(notifications) were previously sent on behalf of the Buyer - until notification of the obsolescence of the same address.

9.5. In the case of other foreign languages for which a translation has been prepared or there is no translation of the General Terms and Conditions (GTC) into the relevant language, the only binding version shall be the GTC in Polish.

9.6. In matters not regulated by these General Terms and Conditions (GTC), the applicable provisions of Polish law shall apply.

9.7. Any disputes that may arise between the Seller and the Buyer shall be resolved by the competent court having jurisdiction over the Seller's registered office. PLM EUROPE DISTRIBUTION These GTC must be applied in their entirety and any changes must be approved by PLM EUROPE DISTRIBUTION. Version 01.00 valid from 01.12.2024