

GENERAL TERMS AND CONDITIONS OF SALE

§ 1. General provisions

1. These general terms and conditions of sale, hereinafter referred to as the GTCS, apply to all contracts of sale and deliveries of goods performed by Amazepack Manufacturing sp. z o.o., with its registered office at ul. Gorzowska 27 in Trzebiecz, 66-530 Trzebiecz, entered in the register of entrepreneurs of the National Court Register maintained by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register, under KRS number 0000997201, NIP 2810101975, REGON 523397580, hereinafter referred to as the "Seller".
2. "Buyer" means a legal person, an organisational unit without legal personality but having legal capacity, or a natural person conducting business activity, who has concluded with the Seller a contract of sale connected with their business activity.
3. The Seller and the Buyer are jointly referred to as the "Parties".
4. No other general terms, standard forms or regulations used by the Buyer or attached by the Buyer to correspondence shall apply to contracts concluded between the Seller and the Buyer, unless the Parties agree otherwise in a separate Agreement made in writing under pain of nullity and signed in accordance with the representation resulting from the registration documents.
5. These general terms and conditions of sale are in force as of 01.01.2023.

§ 2. Conclusion of the contract and terms of delivery

1. The contract is concluded on the basis of an order submitted by the Buyer. The date of receipt of the order shall be deemed to be the day on which the Buyer's order arrived at the email address indicated by the Seller. An order sent by the Buyer on a non-working day or after 2:00 p.m. on a working day shall be deemed to have been received on the following working day.
2. The Seller assumes that the person who submitted the order in writing is authorised to incur obligations in the name and on behalf of the Buyer.
3. The Seller confirms the order for execution to the Buyer in writing. A failure to respond to an order may not be regarded as its tacit acceptance.
4. Price lists, prospectuses, catalogues and announcements are of an informational nature only and do not constitute an offer binding upon the Seller.
5. The sale price agreed by the Parties may change in the event of circumstances beyond the Seller's control, e.g. changes in the prices of raw materials for

production, energy prices, exchange rates against the PLN, etc. The sale price may be increased to the extent justified by the change in price-forming factors.

6. In the event of an increase in the costs of manufacturing the product, the Seller shall notify the Buyer of the new price. In the case of a product not having individual features assigned exclusively to the Buyer, the Buyer has the right to withdraw from the Agreement within 5 days of receiving the information from the Seller.
7. In the event of withdrawal from the Agreement, neither Party shall have any claims for damages against the other.
8. Unless the Parties have agreed otherwise, delivery shall be made on EXW Seller's warehouse terms. No delay in delivery may constitute grounds for any claims by the Buyer against the Seller. Where the Seller is unable to carry out a delivery as a result of force majeure, the Buyer shall have no claim for compensation of damage resulting from the failure to deliver. Events qualifying as force majeure include, among others: natural disasters, strikes, a state of war, a state of epidemic, etc.
9. Delivery dates are indicative and do not constitute guaranteed deadlines.
10. The risk of loss of or damage to the goods passes to the Buyer upon release of the goods.
11. Goods sold by the Seller are packed in accordance with the Seller's standards, unless the Parties agree otherwise in written correspondence. The cost of the pallet is either included in the price of the goods or added as a separate item on the invoice.
12. In the case of deliveries of goods exported outside the borders of Poland, the Buyer is obliged to send the Seller confirmation of export and receipt of the Goods at the place of destination outside Poland, in accordance with the requirements specified in this respect by the Seller. Failure to fulfil this obligation within the time limit set by the Seller entitles the Seller to apply a price increase and to demand from the Buyer a surcharge amounting to 23% of the price of the goods to which the missing confirmation relates.
13. In the case of deliveries of goods exported outside the territory of the European Union, the Buyer is obliged to send the Seller a document in which the customs office has confirmed the export of the goods from the customs territory of the EU.
14. If the ordered goods are not collected by the Buyer within the time limit set by the Seller, the Goods will be stored at the Buyer's cost and risk. The Seller reserves the right to place the goods in external warehouses and to charge a storage fee of PLN 8 per pallet per day.

15. The Seller specifies the following quantity tolerances for each order:

- up to 500 pieces $\pm 20\%$;
- 501 - 10,000 pieces $\pm 15\%$;
- 10,001 - 25,000 pieces $\pm 10\%$;
- above 25,001 pieces $\pm 5\%$.

16. The Seller reserves the following packaging dimension tolerances:

- without a cutting die ± 3 mm;
- tolerance of dimensions of packaging made with a cutting die ± 0.1 mm;
- tolerance of dimensions of glued packaging at the gluing point ± 3 mm;
- grammage tolerance $\pm 5.0\%$.

§ 3. Complaints and compensation

1. The Buyer is obliged to comply with the complaint procedure rules resulting from the GTCS. In the event of non-compliance, the Seller has the right not to accept the complaint. The Buyer may not return the goods under complaint without the Seller's prior written consent.
2. In the event of a complaint being lodged, the goods must be properly secured until the Seller completes the complaint procedure. The Seller has the right to request a sample of the product under complaint in order to verify its quality. The Seller bears no liability for defects and non-conformities arising as a result of improper storage or improper transport.
3. Lodging a complaint does not release the Buyer from the obligation to pay the full price for the delivered goods in accordance with the payment date indicated in the Seller's document.
4. The Seller is not liable for generally recognised industry deviations in gluing, smoothness and cleanliness of papers, bonding, stitching, colour and print.
5. Where a complaint is recognised as justified, the Seller, after receiving the defective goods, has the right to replace the defective goods with goods free from defects or to refund the price of the defective goods.
6. The provisions of the GTCS exhaustively define the Seller's liability for improper performance of the contract, including defects in the goods.
7. The Buyer is obliged to inspect the goods immediately after their receipt, but no later than within 7 (seven) calendar days from the date of receipt.
8. Complaints may be submitted exclusively in writing, by electronic mail, to the email address indicated by the Seller for handling complaints.
9. A complaint should contain at least:

- a) the order or invoice number,
 - b) the delivery date,
 - c) the quantity of the goods under complaint,
 - d) a detailed description of the reported defect,
 - e) photographic documentation or other materials enabling assessment of the merits of the complaint.
10. Complaints submitted after the time limit referred to in section 7, or not meeting the formal requirements set out in sections 8–9, will not be considered.
11. Upon lodging a complaint, the Buyer is obliged to cease any further use, processing or resale of the goods under complaint.
12. The Buyer is obliged to properly secure the goods under complaint and to store them in an unchanged condition until the complaint procedure is completed. The Seller has the right to demand that a sample of the goods under complaint be sent at the Buyer's expense.
13. Lodging a complaint neither suspends nor releases the Buyer from the obligation to pay the price for the delivered goods within the time limit indicated on the invoice.
14. The Seller is not liable for defects arising as a result of improper transport, storage, use or processing of the goods by the Buyer or by third parties.
15. Where a complaint is recognised as justified, the Seller – at its own discretion – shall replace the goods under complaint with goods free from defects or shall refund to the Buyer the value of the part of the goods under complaint.
16. Where a complaint is found to be unjustified, all costs related to handling it, including the costs of transport, expert opinions and storage, shall be borne by the Buyer.
17. The provisions of this paragraph exhaustively govern the Seller's liability in respect of complaints and exclude the application of any other complaint procedures of the Buyer.

§ 3a. Limitation of liability

1. The Seller's liability is limited exclusively to damage caused intentionally or through gross negligence and does not cover lost profits.

§ 4. Final provisions

1. Tools, drawings and other auxiliary means become the property of the Seller, even where they were made by the Buyer or provided by the Buyer, at the latest two years after performance of the contract by the Seller.

2. The Buyer is responsible for compliance with copyright and for the protection of the ordered goods.
3. The costs of tools, including printing plates and cutting dies, are borne by the Buyer, unless the Parties agree otherwise in writing.
4. Designs prepared for printing by the Seller must be approved by the Buyer. After their approval, the Seller bears no liability for their content or colouring.
5. The Parties shall endeavour to resolve any disputes amicably. Should this not be possible, the court competent for the Seller's registered office shall have jurisdiction, under Polish law.

