

1. INTRODUCTION

- 1.1. These General Sales Terms and Conditions, hereinafter referred to as STC, apply to all contracts of sale, delivery of goods or rights as well as contracts for services offered by SUPRAVIS S.A. in Bydgoszcz (hereinafter referred to as the Seller), even if at the subsequent sales (deliveries, orders or commissions) they are not submitted to the Buyer again.
- 1.2. To the contracts concluded between the Seller and the Buyer do not apply any other general terms and conditions, templates or regulations which are used by the Buyer.
- 1.3. In case of contradiction of certain provisions of the STC with the contract, the Parties remain bound by provisions of the STC as to its remaining parts.
- 1.4. If the legal relationship resulting from the contract is continuous, any amendment to the STC bind the Principal from the first day of the month following the notification about the amendment, unless the Principal has terminated the contract in the next term of notice.
- 1.5. Whenever the provisions of the STC refer to:
 - 1.5.1 the Buyer – it means the other party to the agreement concluded with the Seller;
 - 1.5.2 the contract – it means whatever contract which obliged the Seller to realize the non-pecuniary performance on behalf of the Buyer; contract of sale, delivery, contract to perform a specified task, transfer of rights and contract for services are included;
 - 1.5.3 the price – it means the Buyer's pecuniary (cash) performance, which is stipulated on behalf of the Seller in the contract;
 - 1.5.4 the goods – it means objects offered by the Seller and also respectively: energy, right or result of the service.
 - 1.5.5 the delivery – it means performance of services respectively.

2. CONCLUSION OF CONTRACT

- 2.1. The contract shall be concluded following the purchase order placed by the Buyer and acceptance thereof by the Seller, or following signing by the Seller and the Buyer the contract document.
- 2.2. In the case the Seller cannot accept the purchase order or can accept it only with reservation of changes of the terms and conditions included in the purchase order and suggested by the Buyer, the Seller shall notify the Buyer about it within 5 working days from the date of receiving the purchase order. Purchase orders placed by the Buyer on public holiday or after 3 p.m. on a working day are deemed to have been received at 8 a.m. on the following working day.
- 2.3. The purchase order with amendments by the Seller shall bind both parties if the Buyer does not object them at the latest on the next working day from the day of receipt of such amendments from the Seller.
- 2.4. The Buyer can cancel the placed purchase order, not later however than within 24 hours from the date that the purchase order was delivered to the Seller.
- 2.5. Proposals, advertisements, price lists, brochures, catalogues, etc., which come from the Seller are only of an informative nature and do not constitute an offer which might be binding for the Seller.
- 2.6. The offer of the Seller ceases to be binding, if the Buyer does not accept the offer without any delay, in each case after 7 calendar days of its submission, unless otherwise stipulated in the offer.

3. TERMS OF DELIVERY

- 3.1. Unless the parties have agreed otherwise the delivery shall be realized loco Seller's warehouse. Partial deliveries are acceptable.
- 3.2. The Seller guarantees that the confirmed deadline for delivery (release of goods) shall be met according to the Seller's possibilities and provided the Buyer is discharged as stipulated of the Buyer's obligations in relation to the Seller. The date of delivery (release of goods) is subject to prolongation in the case of the occurrence of unforeseen circumstances, being beyond the course of normal events, regardless whether they are connected with the Seller's activities or activities of Seller's suppliers/subcontractors, including, but not limited, to events being the result of force majeure. Among such type of unforeseen circumstances are included, in particular, any failures of manufacturing facilities, discontinuities in delivery of electricity and other services or unexpected breaks in delivery of raw materials.
- 3.3. The Buyer shall have the right to claim damages for delayed delivery limited to the equivalent of 0.1 % of the value (net price) of the goods the delivery of which has been delayed for fifth and every next day of delay, not more however than 10 % of this value.
- 3.4. In the case of delayed delivery (release/reception of goods) following the Buyer's demand or because of circumstances attributable to the Buyer (for instance, delay in payment resulting in suspension of release of goods or the Buyer's refusal to receive the goods delivered by the Seller), the Seller may demand from the Buyer reimbursement of the costs of storage in the amount of 3% of the net price of the goods for every week of storage. If the delay is longer than 60 calendar days, the Seller may claim the payment of the price for the delayed goods before they are released to the Buyer. In the case the delay is longer than 90 calendar days, the goods with which the Buyer is delayed in reception, the Seller may send directly to the Buyer's plant/warehouse at the Buyer's cost. The Seller has the right of free disposal of such stored goods, including their damage without losing Seller's claims in relation to the Buyer for payment of the contractual value of these goods and also reimbursement of the costs of storage and damage.
- 3.5. During realization of deliveries, because of the nature of the offered goods, the Seller reserves the right of tolerance regarding the quantity of the realized purchase order at a level of plus/minus 10%. The goods are sold according to the units expressed in linear meters or in the number of pieces.
- 3.6. The Seller delivers the Buyer the goods from the range currently offered by the Seller. Properties of goods shall comply with specifications expressly provided by the Seller in the documents sent by the Seller and relating to a specific delivery/purchase order (data sheets, attestations, certificates, etc.). No other guarantee, including suitability for any specific purpose, is given and could be implicated.
- 3.7. In the case when the realization of the Buyer's orders is associated with making the print matrix (so-called polymers), the Buyer is obliged to pay in advance the price of polymers. The polymers, crafted by the Seller according to the Buyer's order are stored afterwards at the Seller's plant for the purpose of their use in the realization of further Buyer's orders. The Seller is obliged to release the polymers on the Buyer's demand, unless the Buyer is default in payment the price of polymers or any other amount due to the Seller. If within 2 (two) years from the date of the last Buyer's order using the relevant polymer, the Buyer does not place any further order using such polymer or earlier submits a statement about definitive refraining from using a print pattern placed on a relevant polymer, the Buyer shall be obliged to collect the polymer at its own cost from the Seller's plant (the Seller may also send the polymer at the Buyer's expense on the occasion of the nearest delivery of goods). In case the Buyer does not take over the polymer placed at its disposal by the Seller, the Buyer loses the right to request the polymer which the Seller can utilize at the Buyer's exclusive cost.

4. DOCUMENTATION OF DELIVERY

- 4.1. Delivery (release) of every lot of goods shall be documented by a delivery note or specification of released goods or other document that may be in use during realization of deliveries inside the European Community.
- 4.2. Inspection of goods regarding their quantity shall take place during handing over and reception of goods, at the place of their handing over and in the presence of the Buyer's representative (as such shall be regarded every person used by the Buyer, including the carrier acting in the name of the Buyer or a person the carrier uses during shipment) and the Seller.
- 4.3. Shortages regarding the quantity of goods and their visible defects (including damage of package) should be described in the document of inventory issue, delivery note or other document confirming handing over of goods, under pain of nullity of claims regarding such shortages and visible defects. The Seller should be notified by the Buyer of any possible hidden faults within 7 calendar days of discovery under the pain of nullity of claims.
- 4.4. Attestations, certificates, declarations of conformity or other documents confirming quality (properties) should be attached to the sent goods, if such a requirement has been expressly put in the purchase order or contract.
- 4.5. On the delivery date the Seller shall issue and send to the Buyer the appropriate VAT invoice where the payment term and method will be stated.
- 4.6. In case of delivery of goods outside of Polish borders the Buyer is obliged to send the Seller a confirmation of exporting and importing of goods to a given place outside the territory of Poland with regard to requirements stated by the Seller. Should the Buyer fails to comply with this obligation in the term given by the Seller the latter is entitled to add a markup and demand from the Buyer a supplementary payment in the amount of 23% of the price of the goods for which confirmation has not been provided.
- 4.7. In case of delivery of goods going outside of the EU territory, the Buyer is obliged to send to the Seller a document, in which Customs confirmed export of the goods from the EU territory, with a rigour of a 23% markup. Accordingly the resolution of point 4.6 point should be enforced.

5. PRICES AND PAYMENT

- 5.1. The Parties unanimously declare that the Buyer shall pay the Seller for the goods delivered the amount due within the agreed term and according to the unit prices specified in the current offer/price list of the Seller. The use of other, lower prices, requires expressed acceptance of the Seller on each occasion. To this extent silent acceptance of the Seller cannot be implied.
- 5.2. Unless the parties have agreed otherwise, every price included in the price list, catalogue, confirmation of purchase order or any other documents from the Seller shall be understood as ex Works price (loco Seller's warehouse). This price shall not include, in particular, any costs of indemnity, fees and customs duties, taxes (such as VAT), costs of shipment, unloading which shall be born by the Buyer. The price will be also increased by VAT as appropriate in accordance with the currently obligatory rate.
- 5.3. Price calculation is based on the assumption of stable economic relations. If within a period between conclusion of the contract and the day of its performance, the cost of performance (raw materials costs, labour costs, production costs, tax rates, exchange rates etc.) rise significantly (considerably), the Seller shall have the right, at its own discretion, to change the price taking into account the such changes or to withdraw from the contract within 7 calendar days of detection of such circumstances. If the Buyer does not raise any objection within 7 calendar days from the day of receiving a notice about price change, it is deemed that it has accepted the new price. Raising objection by the Buyer to the price change entitles the Seller to withdraw from the contract within 7 calendar days counting from the date the Buyer's objection has been delivered to the Seller.
- 5.4. In the case of delayed payments exceeding 7 calendar days (including the payment for earlier delivered goods and interest for delay) or in the case when the total value of the Buyer's payment liabilities (due and undue) following the payment of value of goods exceeds the limit of the trade credit as set forth by the Seller or if the realization of the Buyer's current orders (orders in the production process) would cause exceeding of the limit, as well as in the event when after conclusion of the contract the economic (financial) situation of the Buyer has deteriorated substantially in the Seller's opinion or other circumstances have arisen which increase in the Seller's opinion the risk of delayed payment, even if at the conclusion of the contract it was provided otherwise, the Seller has the right to suspend further production and/or further deliveries of the goods, as well as to demand the payment of the price of the goods already manufactured for the Buyer even if the delivery date of the goods is not yet due, as well as to suspend the release of further goods until payment is made (advance payment), or may demand from the Buyer to establish security for payment of goods. Moreover, the Seller may in such cases choose to withdraw from the contract to the extent of the Buyer's purchase order which have not been realized yet without any negative consequences for the Seller.
- 5.5. The amount of trade credit assigned is determined by the Seller at the Seller's free discretion. The Seller reserves the right to change the trade credit limit for a Buyer at any time and in particular accordingly to any change of the amount of current insurance limit of debts.
- 5.6. In the case that the Seller receives a decision decreasing or cancelling their current trade credit of Buyer's dues from the insurance company, the Seller has the right to deliver the goods to the Buyer, even if the delivery time agreed by the Parties, did not come yet. The Buyer is obliged in such a case to accept delivered goods and to pay the price of delivered goods. The moment the goods are put by the Seller at the disposal of the Buyer is considered as the moment of delivery (release) of the goods.
- 5.7. At the time the Buyer has made full payment for the delivered goods they shall remain the property of the Seller.
- 5.8. If the result of the provisions in force are any rights or duties for the Sellers as a taxpayer or a tax remitter, as an effect of the performance of the service or payment, which depend on obtaining specified declaration, certificate, information or any other document applied to the Buyer, the Buyer is obliged to immediately transmit a document to the Seller, within 3 working days from the notification of the Seller's request. The Seller reserves the right to withhold performance of own services until a declaration, certificate, information or document is transmitted.

6. WARRANTY

- 6.1. In the case of detection of faults by the Buyer in the goods delivered covered by and within the period of the warranty granted by the Seller, the Seller, upon conducting the evaluation of quality and recognition of claims, is obliged to deliver the products free of fault or to pay back the price of the defective and returned goods specification or other documents mentioned in point 3.6.
- 6.2. The Seller reserves the right to reject the claim in case the Buyer fails to observe the rules of claim procedures defined in these General Sales Terms and Conditions.
- 6.3. Defective goods may not be returned to the Seller without prior written consent from the Seller's.
- 6.4. The Buyer is obliged to notify the Seller about any hidden faults and other faults immediately after the faults have been detected. Not meeting this duty shall result in pain of nullity of claims for these faults.

- 6.5. Physical defect is regarded only as non-compliance of the goods with their properties expressly specified in the contract.
- 6.6. The Seller informs that the catalogue of colours for casings constitute only references of colours available for casings in the Seller's offer. The colours of samples therein may differ from the colours of delivered casings.
- 6.7. The Buyer, in the notice of claim, is obliged to indicate the quantity of the claimed goods, their type, purchase order number, VAT invoice number and the lot number, position, specific reason for claim and to define his expectations. Return of the claimed goods should be agreed upon with the Seller after filing by the Buyer all necessary documents according to the Seller's requirements.
- 6.8. In the case the claims are filed, the Buyer is obliged to secure the claimed goods for the purpose of possible inspection with participation of the Seller's representative at the delivery site or in the Buyer's headquarters, and if necessary, to make available a sample of the claimed goods in order to perform appropriate testing. The Buyer is responsible to appropriately secure of the claimed goods for the time of transport (in particular, placing the goods on a palette with the carton spacer preventing them from damage and to wrap the goods with plastic foil protecting them from all sides). In the case the claim turns out to be unsubstantiated, the Seller has the right to charge the Buyer the costs of claiming procedure, including the costs of travel to the Buyer's premises, transport and testing of goods.
- 6.9. Goods coming from the Seller must be transported in accordance with regulations, norms and standards applicable to the transport of packaging (materials) intended for contact with food, in temperatures compliant with the requirements given in technical specifications and stored indoors, in a clean, dry and ventilated place. The goods should be placed on a pallet with a cardboard spacer. They should be protected from direct sunlight. The Seller shall not be liable for any defects or discrepancies of the goods arising from incorrect storage or improper transport conditions.
- 6.10. In case of detection of quality faults, the Seller is liable only to the actual value of defective, unprocessed goods. The Supplier bears no responsibility for indirect damages and lost profits, unless they are the result of willful misconduct.
- 6.11. Irrespectively on the grounds of the Buyer's claims, total liability of the Seller following the defects of goods cannot exceed the price of goods stricken with defects, with the reservation that such liability is subject to enlargement to such an extent (to such limits, amounts, claims etc.) to which it is covered by the insurance granted to the Seller under the contract of civil liability insurance.
- 6.12. In the case any quality defects during the manufacturing process have been discovered (having an adverse effects on further processing of goods), the Buyer is obliged to discontinue processing the goods and immediately inform the Seller in writing about this. The Seller will be liable only for the cost of goods that have been processed in the following quantities: polyamide casings: 250 m, shrink bags and vacuum pouches: 500 pcs., laminates: 350 m, foil: 350 m, shrink tube: 500 m.
- 6.13. In the case of deliveries realized using the Seller's transport, the Buyer, upon reception, should check whether any mechanical damage took place or damping of goods during transport – it relates to deliveries Franco Receiver, DAP, Incoterms 2010 or their equivalent. The Seller shall adjust the complaints only in such cases when the document of delivery (CMR, carriage note) contains a description of damages to goods signed by the driver and after having obtained written information concerning damages within the period not exceeding 7 calendar days from the date of receipt thereof. In case of any visible deprivation, loss or damage of the consignment the recipient is obliged in each case to undertake any activities required by the carrier, in particular to put the appropriate remarks in the carriage note, prepare in the presence of a driver the damage report, and to make photo documentation confirming provisions in the damage report, under pain of losing the rights against the Seller resulting from the above mentioned circumstances.
- 6.14. The Seller is not liable for any actions whatsoever taken by the Buyer concerning the goods, especially to the extent or during their processing or manufacturing by the Buyer with utilization of other materials/products. Unless expressly provided otherwise herein, the Seller does not guarantee suitability/fitness of goods to any particular purpose, even when that purpose is known, and no such guaranty is implied within the scope of name or description, under which the goods are sold, or within the scope of any advice or recommendations given by the Seller, its employees or associates. The Buyer should have all written technical information, information concerning safety and any other information whatsoever relating to the goods as per the day of their delivery by the Seller. The Buyer is only and exclusively liable for inspection and testing of all goods with respect to their processing properties and suitability for their intended purpose.
- 6.15. Lodging a complaint does not release the Buyer from the obligation to pay full price for the delivered goods within the indicated payment term.
- 6.16. In the case the claim lodged by the Buyer turns out to be substantiated, the Seller may at his own discretion accomplish substitution of defective goods with goods free of defects, or return the amount paid for the defective goods after previously returning such goods by the Buyer. In the case delivery of goods free of defects to the Buyer is impossible, or delivery of new goods is connected with expenses out of proportion, and the Parties have not agreed to a reduction of price of the defective goods, the Seller will be exempt from liability on its own by returning the amount paid for the previously returned to the Seller defective goods. The provisions of this point describe comprehensively the Seller's obligations regarding defective of goods.
- 7. ADDITIONAL CLAUSES**
- 7.1. The Buyer assures and is fully liable for any intellectual property rights which may be entitled, including copyrights for designs, graphic components, drawings, models, logotypes, photos, etc., delivered to the Seller in order to use them for designing overprints, or the rights to use these designs to the above-mentioned extent, including using them for making overprints ordered by the Buyer.
- 7.2. In the case if during realization of a contract a new product is made, and in particular the design of the overprint, even if with the use of graphic elements handed over to the Buyer which are to be used by the Buyer, in the absence of a separate agreement, the Buyer shall not be entitled to use such designs – except for the copies of designs delivered by the Seller. Copyrights for such projects and in particular for designs, designs of overprints and matrixes shall remain at the Seller. The transfer of such rights to the Buyer or granting of authorization for their use every time requires concluding an appropriate agreement determining remuneration following such transfer of rights.
- 7.3. The Seller may use samples of the goods and overprints placed on them, produced by the Seller following the Buyer's purchase order, in particular by their presentation in the Seller's promotional materials (among others, in catalogues, fliers, commercial spots, exemplary overprints during fairs, including those of international range, in websites, etc.).
- 7.4. Should in the course of executing the contract by the Seller some solutions be made having an attribute of invention, industrial design or utility design, the industrial property rights for such solutions are vested in the Seller.
- 7.5. The Buyer, is obliged every time to accept the design of the overprint taking on all liability for essentials and coloristic content of the design. Ipso facto the Buyer shall not claim any objections relating to the quality of the delivered overprint. Lack of any objections to the presented overprint design shall be regarded by the Seller as implied acceptance of the overprint.
- 7.6. All information and documents concerning the trade conditions of the contracts between the Seller and the Buyer constitute a trade secret of the Seller and cannot be revealed to a third persons without written consent or used in any other way by the Buyer.
- 7.7. The Buyer is liable for the consequences of self-reliant implementation of the product delivered by the Seller and also for the further processing of the goods or using the goods as a component of other product or its packaging. Should the Seller not participate in the industrial implementation project which uses the Seller's goods and has not been informed about the results of the performed trials, the Buyer accepts full legal and financial responsibility for results of all damages and claims following licensing the Seller's products to any use whatsoever and is obliged to pay on time the full price following the purchase of the Seller's goods.
- 8. FINAL PROVISIONS**
- 8.1. Except for the claims specified by this STC, the Buyer is not entitled to any other further claims against the Seller, disregarding the claims which cannot be effectively limited by the volition of the parties. In particular, the provisions of the STC comprehensively state the Seller's liability following improper performance of the contract including defects of goods.
- 8.2. Purchase orders (respectively: confirmations and other notifications) shall be placed by the parties using one of the following means of information transfer: letter (note), fax and electronic mail. In the case of using a fax or electronic mail, the notification shall be deemed effective at the moment of, respectively, either print out of confirmation by the fax machine of the sender about the correct data transmission or receipt by the sender of the message sent by electronic mail confirmation of the correct delivery of the message to the addressee's mail server (including the use of the function of message confirmation).
- 8.3. Purchase orders (and respectively other notifications) shall be deemed as effectively delivered in the name of the Buyer if they are placed by a person who earlier (during previous orders and respective other notifications) acted on behalf of the Buyer and the Buyer did not object to such actions and impliedly recognized them as made in the Buyer's name, till the moment the Seller is notified about withdrawing the proxy (authorization) for such person. This principle should be applied as appropriate to correspondence sent from the electronic mail address from which the orders (notifications) were previously sent in the name of the Buyer – by the time the said address would be notified as invalid.
- 8.4. In cases not regulated by this STC the appropriate provisions of Polish Law apply.
- 8.5. Any conflicts that may arise between the Seller and the Buyer shall be submitted to the Polish Court of proper jurisdiction for the seat of the Seller.

SUPRAVIS S.A.

These STC should be applied in their entirety and any modifications whatsoever should be approved by the Seller.