

GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. General Terms and Conditions of Sale (hereinafter GTCS) set out the principles of making contracts for the sale of goods whose manufacturer, distributor and seller is “Bogucki Folie Spółka z ograniczoną odpowiedzialnością” Sp. k. with its registered office in Jatne 35, registered under the Tax Identification Number (NIP) 5320008514, Statistical Identification Number (KRS) 0000598511, (hereinafter Bogucki).
2. GTCS constitutes an integral part of all sale contracts made by Bogucki, including contracts made in the form of an order offered to an entity that purchases goods or services.
3. GTCS are available to the Purchaser before concluding the contract in a written form in the registered office of Bogucki or at the website www.bogucki-folie.pl
4. GTCS are a contractual agreement, binding the parties as to the sale of goods and services. The Parties exclude the use of other templates of contracts (general contract conditions, sale conditions, contract templates, rules and regulations etc.) used or set out by the Purchaser.
5. The provisions in these terms and conditions (GTCS) may be amended or modified only in writing under the pain of nullity. The conclusion of a separate sale contract excludes the application of these GTCS only in the scope otherwise set out therein.
6. The amended arrangements between the Parties agreed and confirmed in writing prevail over the provisions of GTCS.
7. However, mitigation of the conditions or permission that may be granted by the Seller does not invalidate nor infringe, nor threaten GTCS, nor any of their provision and it will not in any manner affect nor infringe explicit rights of the Seller arising hereof.
8. The terms used in these GTCS have the following meaning:
 - “Seller” – “Bogucki Folie Spółka z ograniczoną odpowiedzialnością” Sp.k. with its registered office in Jatne 3.

- “Purchaser” – a natural person running business activity, a legal person, organisational unit not having legal personality.
- “Goods” – all or any part of the products that are to be delivered by the Seller to the Purchaser.
- “Services” – the services of printing, lamination, confectioning, preparation, quality testing and other goods that may be sold on the basis of the sale contract between the Seller and the Purchaser.
- “Contract” – any contract made between the Seller and the Purchaser in respect of the Goods and Services.
- “Payment term” – a day on which the amount for the Good or Service becomes due for payment.
- “Order” – a will to purchase the products made by the Purchaser in writing, delivered in person, by post or courier, by fax or e-mail, at least with the following information: name of the ordered product, quantity, Purchaser’s data necessary to issue the VAT invoice and information about the company, address and contact details, the manner in which the ordered products are to be collected as well as date and place.
- “Order confirmation” – a written declaration of the Seller that they accept the order to be executed, a declaration which was made to the Purchaser after they received the order along with the specification of the price of the good, total value of the ordered good, execution date, place and conditions of its delivery/collection, payment terms and other additional arrangements, e.g. quantity tolerance.
- “Regranulate” – a raw material used to produce foil which is a secondary material generated from recycling waste generated in the production process.

9. Each contract will be of a direct character between the Purchaser and the Seller and (unless otherwise provided) may not be transferred to any other party without written consent of the other Party, however the Seller reserves the right to transfer, sell or in any manner transmit/dispose, at their discretion, of any amounts, claims, rights and securities arising out of or in relation to any contract for the benefit of any third party.

10. Information provided on the Seller’s website, in catalogues, leaflets, in advertisements and other publications do not constitute an offer within the meaning of the provisions of the Civil Code, even if they have the price indicated. Publications concerning the products offered by the Seller are for information only, and the specimens and samples displayed by the Seller are for visual and demonstrative purposes.

II. PRICE

1. Subject to other provisions set out herein or provisions of the special contract of the Parties the Goods or any part thereof will be invoiced at the price indicated and set out in Order confirmation. VAT, excise duty and any other tax or duty will be added to the prices, if applicable.

2. The Seller reserves the right to change, at any time, the prices that the Goods are offered at. In such case the Seller will be notified about this fact.

3. The Seller informs that EURO EPAL are returnable pallets. The Client is obliged to return them to the Seller at the Client's cost within 60 days of delivery date. If they fail to return the pallets within the specified time frame, the cost of the pallets will be added to the invoice in the amount of PLN 30 net for each pallet.

4. If the Government or other competent authorities introduce, change or cancel any tax or other charges relating to manufacturing, sale, export or delivery (including but not limited to any tax or charges for raw materials), the Seller may at any time adequately adjust the price or terminate the Contract after sending a written notification to the Purchaser.

III. ORDERS AND DELIVERIES

1. The Orders will be binding upon the Seller only after the Seller accepts the order. No changes in the order will be binding unless they are explicitly approved by the Seller. To eliminate any doubts, the condition of effective conclusion of the sale contract is placing an order by the Seller and sending a written confirmation of order by the Seller (by e-mail or by post). A written confirmation of order means that the Seller have received the order and accepted it for execution. Placing an order by the Purchaser does not bind the Seller, and the absence of their reply does not mean a tacit acceptance of order.

2. The Purchaser may cancel the order only in exceptional cases after they agree with the Seller in writing the conditions of cancelling the order. The Seller reserves the right to charge the Purchaser with actual costs that arose from the date of cancelling but not more than the value of the order.

3. The Seller, while executing the Purchaser's order, has the right to deliver the Goods with a certain excess or shortage of the quantity or volume of the Goods specified by the Purchaser in the order. The Purchaser will pay for the quantity of the Goods that has been actually delivered. The Purchaser will accept the quantity measurement carried out by the Seller. In the case of overprint a slight differences in colour of the print in relation to the specimen are possible, these

differences may result from the type of foundation used and the type of printing ink – colour deviation has been specified at: Delta E 2000: (+/-) 3.

4. The conditions of deliveries will be agreed between the Purchaser and the Seller for each order.

5. The delivery date will be specified by the Seller in any confirmation or approval of the Purchaser's order. If the time frames have not been specified, the delivery will be completed within a relevant term depending on the availability of the goods, the Parties admit that there may be circumstances in which, after confirmation or acceptance of the order specifying the delivery date, fortuitous events may force the Seller to delay the expected delivery date. The Seller will immediately notify the Purchaser about this fact and such delay will not constitute the breach of Contract.

6. The Purchaser undertakes to ensure that there are adequate and proper facilities to receive and store the Goods on an expected delivery date and guarantees that these facilities will comply with all the provisions and regulations, including health and safety regulations and that all necessary permissions and licences have been obtained. The Goods produced in accordance with the Purchaser's specification or the order will be deemed ready for delivery after the completion of the production. The Seller reserves the right to charge the Purchaser with the costs of storage and any other additional costs incurred by the Seller if the delivery/acceptance date is not met due to causes attributable to the Purchaser.

7. The Purchaser undertakes to use the Goods delivered in whole, and the Purchaser takes responsibility to recycle, recover or dispose of the Goods that are not subject to complaints procedure against the Seller (in accordance with the Environment Protection Act of 27 April 2001, as amended).

8. The Seller informs that, upon the agreement with the Seller, there is a possibility of arranging the collection of the pallets and paper cores used to produce and transport the Goods to the Purchaser, the possibility which may be regulated by a relevant provision in the Contract. If the pallets are to be returned, they should be clean, dry and not damaged. The driver may refuse to accept the pallets that do not meet the hygienic conditions. If the pallets are to be collected by external forwarders, the Seller will assess the condition of the pallets after delivery. Depending on the verification outcome the Purchaser may be informed that the pallets were refused.

9. As soon as practically possible after the delivery of the Goods, the Purchaser will verify whether the Good is the same as the one specified in the Purchaser's order and in the Seller's confirmation of order.

10. The Seller is not liable for any damage, losses or costs (direct or indirect) resulting from the Purchaser's claims for errors in delivery or delays caused by the actions of logistics operator (forwarder), however, taking into account the division of risks arising from the Incoterms 2016 formula which was offered to the Purchaser and applied in a given transaction.

11. If the Purchaser extends the time frame set for delivery or refuses to accept the Goods, the Seller may charge the Purchaser with the costs for transport and storage of the Goods.

12. If the ordered Good is collected successively, the Purchaser irrevocably entitles Bogucki, if the Good is not collected in a time frame agreed by the Parties, to call the Purchaser to collect the entire Good ordered, specifying appropriate deadline, however not longer than 7 working days after the Good is given to the Purchaser's disposal, after the ineffective lapse of which Bogucki will be entitled to issue the invoice and demand the payment, including the collection of due amounts and charging the storage costs.

IV.FORCE MAJEURE

The Seller is not responsible for any lack of delivery or delay in delivery resulting (directly or indirectly) from any of the following reasons: fires, floods, accidents, explosions, nuclear blasts, earthquakes, storms, epidemics, strikes or other disruptions in operation, actions or omissions of any government, fortuitous events, impossibility to obtain deliveries of raw materials or for any other reason (regardless of whether it is similar to the above or not) apart from the causes within the Seller's justified control. These provisions apply even if the reason above listed exists at the moment of placing the order by the Purchaser or if it will appear later and if the Seller's actions were delayed for other reason. If the delivery of the Goods by the Seller will be restricted for any reason, the Seller will have the right to satisfy their own needs and to distribute any of the available Goods between their Clients in a manner specified by the Seller. The exclusion of liability applies also to the situation when the Purchaser could have avoided the damage if they had complied with information provided in product specification, in the case of any damage resulting from the use of the Good contrary to its intended use, in particular to the production of final product or semi-product, the Purchaser is not entitled to any claim for remedying the damage.

V. PAYMENTS

1. The payment will be effected by the Purchaser in accordance with the agreed payment date, without the Purchaser's right to compensation or counter-claim if it has not been set out otherwise in relation to the Contract. Unless agreed otherwise in the offer or special contract of the Parties, the payment date is 14 days of the issuance of the invoice . If a discount has been agreed, it is calculated from the issuance of the invoice to the date of entering the moneys in the books. The Seller will be entitled to charge interest from any outstanding amount in accordance with Polish law. The Seller's acceptance of a partial payment for the invoice, if the Purchaser states that the invoice will be paid in full, does not infringe the Seller's right to demand the payment of the full amount of the invoice.

2. If the Purchaser fails to effect all due payments if they become payable or if there are proceedings regarding insolvency, liquidation, dissolution (or any similar proceedings under any jurisdiction) filed against the Purchaser, the Seller may, apart from demanding adequate redress, withhold the delivery of any Goods or any part thereof which are under way, as well as suspend or cancel the delivery of the Goods under any of the accepted order or suspend the acceptance of any subsequent orders from the Purchaser.

3. The Seller reserves the right to set off any of the Seller's receivables against the Purchaser or receivables in any affiliate or subsidy or in the Seller's entity with any amounts due to the Purchaser. If the Seller possesses any objects which belong to the Purchaser e.g. matrices, they can keep these objects until their claims for payment or claims for redressing the damage are satisfied or secured (the right of retention).

4. The Seller may withhold the execution of the sale if they have doubts as to the correctness of data contained in documents submitted by the Purchaser and no payment has been made of the amounts agreed in the offer and that are payable in accordance with payment conditions, such as the payment for the good, service or the down payment made on account of the order.

VI. TRANSFER OF OWNERSHIP

Ownership of the Goods passes to the Purchaser upon the release of the Goods or leaving them for the Purchaser's disposal in accordance with the procedure set out in point III subpoint 12, taking into account the principles regarding the passing of the ownership right for the Goods and risks resulting from the Incoterms 2016 formula that was offered to the Purchaser and applied in a given transaction.

2. At the Seller's request and in order to secure all their claims against the Purchaser that may arise in relation to the sale of the Goods, the Purchaser will issue a bill of exchange (In blanco) or

will establish other form of security at the Seller's choice and discretion and is obliged to present it to the Seller before the Goods are delivered.

VII. GUARANTEE AND LIMITATION OF LIABILITY

1. The Goods will comply with the product specifications of the given Goods, prepared by the Seller and valid from time to time, unless the Parties agree otherwise. For the avoidance of doubts, the properties of the Goods specified in Technological Sheets or in equivalent documents do not constitute product specification but their characteristic features/properties for the purposes of description. The guarantee is valid for 12 months from manufacturing date, calculated from manufacturing date indicated on the label, unless the Terms and Conditions of Guarantee attached to the Order confirmation provide other time limits as a guarantee for particular parameters of the Goods (the Seller does not provide guarantee for the repeatability of the properties of foil made from a regranulate). All the remaining guarantees or conditions relating to the quality or description prescribed by formal regulations or any other regulations are excluded, apart from and in the scope in which such exclusion is not permitted by legal provisions. The Seller excludes warranty for the sale of the Goods.

2. In order to provide technical quality guarantee of the sold Goods the Seller specifies the conditions of warehousing and storing of the Goods delivered to the Purchaser: 1) Temperature; 0- 400C; 2) Relative humidity 0-70 %; 3) the Goods should be stored in closed and roofed facilities; 4) the Purchaser should pay particular attention to keeping a storage distance above 10 m from devices that generate electromagnetic field, 1 m from heating devices; 5) In order to provide necessary adaptation of material to the surrounding, a 24-hour lagering period should be kept in the production facility before loading it to the packing machine; 6) It is recommended to season the Goods on grounded conducting mats; 7) In high-efficiency production equipment it is recommended to use appliances that neutralise electrostatic charges. If the above principles are not complied with, the Seller bears no responsibility for technical problems connected with the use of the Goods or with their defects. The Purchaser, if storing the Goods in a manner contrary to the above guidelines, loses the rights from the guarantee.

3. The Seller is not responsible for actions undertaken by the Purchaser in relation to the Goods, in particular in the scope or during their storage or production in the case when the Purchaser utilises other products. The Seller does not guarantee the suitability of the Goods for any special purpose, even if the purpose is known, and no such guarantee is implied under the name or description the Goods that are sold. The Purchaser should have necessary information regarding

the safety and any other information about the Goods in accordance with the status as of the day on which the Goods are delivered by the Seller.

4. The Seller's liability from guarantee is limited to direct damage up to the value of defective Good excluding the lost profits.

VIII. COMPLAINTS

1. The Seller grants the Purchaser the quality guarantee for the foils made solely from primary raw material and for the Goods produced on their basis, the guarantee is for 12 months from manufacturing date, unless the Technological Sheet or the "Terms and conditions of guarantee and complains for the foil" specified in the Confirmation of order provide otherwise.

2. The Purchaser is obliged to perform the quantity acceptance of the Goods immediately after receiving the delivery and to report any objections as to the quantity, but not later than within 3 days of the collection of the Goods.

3. The Purchaser is obliged to perform the quantity acceptance of the Goods immediately after receiving the delivery and to report any complaints in writing but not later than 14 days of their collection.

4. In the case of quality defects which have been found later and any Purchaser's complaints or claims, they should be filed immediately to the Seller in writing but in each case not later than 30 days of the moment they have been found. In the complaint report the following delivery documents should be quoted: (Stock Issue Confirmation – CI Quality Certificate), type of the Good, its identification in the form of a label, quantity of the claimed Good and the description of the reported discrepancy. The claimed Good must be secured by the Purchaser against damage. The Purchaser may not return the claimed Good to the Seller without their knowledge and consent. The collection of the claimed Good from the Purchaser is carried out with a written information about the time limit prescribed for this action. The Seller may, in agreement with and upon the Purchaser's consent, provide technical assistance of the representative of Technological Department as to the verification (removal) of the defect found on the Purchaser's production line.

5. The Seller will handle the complaint within 14 calendar days of the Purchaser's report of the claim. In cases that are particularly complicated the time limit for the answer to the complaint may be extended to 30 calendar days.

6. The reporting of the complaint does not release the Purchaser from the obligation to pay the price indicated on VAT invoice for the accepted Good as well as for the acceptance of the next not-defective Good in accordance with the schedule of acceptance and if there is no such schedule, at the first call from the Seller.

7. If any Goods do not comply with quality guarantee specified in point VII, the complaint will be handled positively by the Seller in favour of the Purchaser, then the Seller's liability for such breach of guarantee in each case will be limited to the reimbursement of the purchase price or at the Purchaser's request to the replacement of the Goods unless the Parties agree otherwise.

8. If the complaints procedure is deemed ungrounded and is rejected by the Seller and the Purchaser does not accept the Seller's decision, then the Purchaser may, at their own cost, refer the case to mediation to an independent, accredited laboratory agreed by both Parties. In such case the Seller reserves the right to the presence of their representative during sampling for the purposes of mediation tests. Otherwise the results of mediation laboratory will not be reliable and binding for the Seller.

9. Subject to the remaining conditions set out in the above document and subject to liability that may not be limited under valid legal provisions, the entire Seller's liability resulting from contractual infringements, the breach of law or from any other causes arising out of or in connection with the Contract will be limited to the value invoiced for the Goods in relation to which such claim has been made. In no case the Seller will be responsible for any declaration made before concluding the Contract or for any special, accidental, direct or indirect damage, such as: loss of profits, the cost of alternative materials, loss of production or claims of the Purchaser's Clients. The limitation of liability specified in this document applies to all employees, agents, co-workers and other Seller's representatives.

IX. APPLICABLE LAWS AND JURISDICTION

1. These GTCS and any Contract will be construed and governed in all respects in compliance with the provisions of the Polish law excluding the Vienna Convention of 11 April 1980 on Contracts of International Sale of Goods.

2. If any provision of these Terms and Conditions of Sale are or will become invalid or unenforceable, the remaining provisions will be binding upon the Parties.

3. Any disputes anyhow arising in relation with GTCS and in relation with any Contract will be governed by the Court of competent jurisdiction for the registered office of the Seller.