

GENERAL SALE TERMS AND CONDITIONS

I. DEFINITIONS

Seller: VORPACK sp. z o.o. with its registered office in Kolonowskie, ul. Kościuszki 27a, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, 8th Commercial Division of the National Court Register, under the number: 0000984435, REGON: 360486759, NIP: 7561976848, share capital: PLN 750,000.

Buyer: an entity conducting business activity, placing an order for Goods in connection with and as part of this business activity.

Goods: cardboard packaging, cardboard edge and corner protectors, cardboard tubes, cardboard and other products included in the commercial offer of Vorpack sp. z o.o.

Agreement: an agreement between the Seller and the Buyer regulating the terms of cooperation in the purchase and delivery of the Goods, in particular the quantity and type of material, its price, place and date of delivery and the date of payment. In the absence of a written agreement, its function is performed by the Order placed by the Buyer.

GTCs: GENERAL TERMS AND CONDITIONS OF SALE OF VORPACK SP. Z O.O.

II. GENERAL PROVISIONS

1. By placing an Order, the Buyer declares that they have read the GTCs and accept the provisions contained therein. In the absence of a separate Sales Agreement, the Order confirmed by the Seller shall be considered a contract.

2. The GTCs or other regulations of the Buyer, included in the Order, do not bind the Parties to the extent that they do not coincide with the provisions of these GTCs. The exception is the confirmation of additional or different conditions by the Seller in writing, otherwise null and void.

3. In the event of discrepancies between the provisions of a separate agreement and the GTCs, the provisions of this agreement shall prevail. In the absence of a separate agreement, the Agreement shall be deemed concluded upon delivery to the Buyer of the confirmation of acceptance of the Order by the Seller for execution.

4. Each Buyer who placed an Order with Vorpack Sp. z o.o. is subject to the provisions of the GTCs. The GTCs are available on the Seller's website at: www.vorpack.pl. Any purchases made after 01.05.2023 are tantamount to accepting the GTCs presented on the website www.vorpack.pl.

III. ORDERS

1. The list of Goods delivered by the Seller can be found on the website www.vorpack.pl and includes all commercial materials and information (such as photos, technical drawings, technical data) delivered or sent to the Buyer by the Seller.

2. The conclusion of the Sales Agreement between the parties takes place at the moment of delivery to the Buyer by the Seller of a written confirmation of acceptance of the Order for execution or delivery by the Seller, or, in the case of an offer submitted by the Seller, at the moment of submission by the Buyer of a declaration of acceptance of the offer.

3. Orders for execution are confirmed in writing by the Seller, who lists the number of ordered Goods, proposes payment terms and conditions, as well as the date and place of delivery of the Goods, or informs the Buyer about the inability to execute the Order.

4. By informing about the inability to execute the Order placed by the Buyer, the Seller may propose different conditions for the execution of the Order by limiting or extending its size or proposing other changes in relation to the content of the Order. A proposal for conditions for the implementation of the Order different from the content of the original Order placed by the Buyer shall be considered an offer.

5. Confirmation of receipt of the Order by the Seller does not constitute confirmation of its implementation. The lack of confirmation by the Seller does not constitute a confirmation of acceptance of the Order for execution. Orders can be placed in writing, electronically (via e-mail) or by phone. The Seller confirms the acceptance of the Order for execution only in writing or electronically.

6. Orders are confirmed by the Seller within 2-3 business days. In the event of differences between the Order and the Seller's confirmation, the Seller's confirmation is considered valid, unless the Buyer raises objections in writing or electronically (via e-mail) within 48 hours of the Order confirmation.

7. The Seller has the right to make changes to the Order regarding:

- Prices
- Amounts
- Packing methods,
- Delivery Dates.

8. The Buyer has the right to cancel the Order. The time limit must not exceed 48 hours from the receipt of the confirmation, provided that the Seller has already confirmed the acceptance of the Order for execution.

9. Information and instructions on the regulation of GTCs shall be submitted by the Buyer in writing only at: handel@vorpack.com.

IV. OFFERS

1. An offer within the meaning of Art. 66 of the Civil Code is the placing of an Order by the Buyer. The Buyer submits Orders in writing by e-mail.

2. The descriptions and photos of the Goods listed on the Seller's websites are for illustrative purposes and may differ from the actual appearance of the Goods. In case of any doubt, before

selecting the Goods, the Buyer is obliged to contact the Seller in order to obtain the necessary information and explanations.

3. Quotations submitted by the Seller shall bind the parties for a period not longer than 3 months or for another period of time, individually determined in writing with the Buyer. The Seller reserves the right to change the offer within 10 days from its submission after informing the Buyer in advance.

V. EXECUTION AND DELIVERY

1. The Goods offered by the Seller are manufactured by the Seller in accordance with the technical conditions specified in the QUALITY SPECIFICATION of VORPACK SP. Z O.O. and company standards.

2. The Seller is not responsible for the uniformity of the colour of the paper used in the process of production of the Goods. The Seller reserves the permissible +/- 10% deviation in the weight of the Goods.

3. The terms and conditions of delivery of the Goods manufactured in a continuous production cycle, carried out on the basis of long-term Agreements, are agreed individually with the Buyers.

4. Orders for atypical/ non-standard goods should be placed no later than 6 weeks before the planned delivery date, and for repeat orders 2 weeks before the planned delivery date. If the Seller confirms in writing, this period may be shortened.

5. The Buyer shall be fully liable for damages resulting from the inaccuracy of the Order or its defective preparation.

6. The delivery date is calculated from the date of delivery to the Buyer of the confirmation of acceptance of the Order by the Seller. The date shall be deemed to have been met if the Goods are handed over on the designated date to the Buyer or to the carrier from the Seller's warehouse or plant. If the Buyer has not indicated the place of delivery, the delivery deadline shall be deemed to have been met if the Goods have been prepared for delivery on the specified date.

7. The permissible variation in the quantity of Goods being the subject of the Sales Agreement or in the quantity specified in a separate Sales Agreement or in a confirmed Order should not exceed 10% of the agreed quantity. Partial deliveries may be made. Partial deliveries are carried out on the terms and conditions set out in these GTCs and/or a separate Sales Agreement.

8. The Seller has the right not to deliver the Goods to the Buyer when the Buyer is in arrears with payments, as well as to suspend the acceptance of new Orders for execution, until the Buyer has paid in full all amounts due to the Seller resulting from previous deliveries.

9. In the event that the Buyer fails to collect the ordered Goods on time or refuses to collect them, the Seller has the right to:

- 1) demand payment for the manufactured Goods in accordance with the Agreement and on the terms and conditions specified therein;

- 2) reimbursement of the costs of storing the **Goods** until it is collected by the **Buyer**;
- 3) withdraw from the **Agreement** within 30 days from the date of collection of the **Goods**
- 4) charge and demand payment by the **Buyer** of a contractual penalty in the amount of 20% of the value of the uncollected **Goods**.

10. The **Buyer** bears full responsibility for the risk of loss or damage to the **Goods** in the event of failure to collect the **Order**.

11. After 10 days from the date of scheduled collection, the **Seller** shall dispose of the uncollected **Goods** and charge the **Buyer** with its full price, the costs of disposal and the amount of lost profit.

VI. FORCE MAJEURE

1. The Parties shall not be liable for non-performance or improper performance of the **Agreement** resulting from events of force majeure.

2. Force majeure within the meaning of these **GTCs** is an extraordinary external event, beyond control of any party, impossible to predict and prevent, which occurred after the date of conclusion of the **Agreement**, in particular: wars, natural disasters, strikes, etc.

3. In the event of force majeure, the parties shall enter into talks in good faith in order to agree on the course of the proceedings, in particular on the possible renegotiation or termination of the **Agreement**.

4. However, the occurrence of a force majeure event does not release the **Buyer** from the obligation to pay the **Seller** for the delivered **Goods**.

VII. BUYER'S OBLIGATIONS

1. By accepting the **GTCs**, the **Buyer** undertakes to:

- strictly maintain commercial confidentiality, understood as previously unpublished information which has been made available to the **Buyer** such as: content of the **Order**, the organisational structure of the **Seller's** company, the rules of financial settlements applicable between the Parties and other issues related to the production and distribution of the **Goods**,
- prevent actions that could adversely affect the credibility of the **Seller**,
- collect the ordered **Goods** and pay the agreed price on time,
- immediately inform the **Seller** of any circumstances affecting or likely to affect the proper performance of the **Agreement**,
- comply with the required deadlines and procedures appropriate for the complaint proceedings,
- describe in the complaint all the circumstances of the case together with photographic documentation under pain of being considered non-existent in a potential complaint procedure,
- allow access to the area where the subject of the complaint is located in order to carry out verification procedures.

VIII. PRICE

1. Our prices are net EXW prices. The VAT rate is charged at the rate in force on the date when the invoice is issued. Prices are valid only for a given order and are not binding for repeat orders. Loading onto the provided means of transport is included in the price, and the price does not include shipping costs.

2. The price is expressed in EUR or PLN and converted into PLN according to the average exchange rate of the National Bank of Poland on the day preceding the invoice date.

IX. PAYMENTS

1. The terms and conditions of payments are contained in the **Agreements** concluded between the **Seller** and the **Buyer**. Failure to specify the price in the **Agreement** will result in the calculation of the amount due on the basis of the prices on the day of shipment.

2. The date and method of payment are agreed for each **Buyer** individually.

3. The **Seller** has the right to change prices at any time during the term of the **Agreement**, due to the increase in costs (increase in the cost of raw materials or materials, imposition of any tax obligation, etc.)

4. A corrective invoice is issued in the event of non-compliance of the original invoice with the **Goods** acceptance document recognised by the **Seller**.

5. The date of payment is considered as the date of crediting the **Seller's** bank account, specified on the invoice.

6. The **Seller** has the right to demand advances and / or advances for deliveries not yet made in the event of delays in payment or when reasonable doubts as to the solvency of the **Buyer** are detected.

7. Late payment results in the **Seller's** right to proceed to enforce the debt repayment without issuing any additional requests for payment. In order to stop the **Seller's** enforcement procedures, the **Buyer** must provide proper collateral / security for a claim.

8. Making a complaint does not release the **Buyer** from the obligation to make payment for the goods within the set time limit.

X. SHIPPING AND UNLOADING

1. **Goods** sold by the **Seller** may be delivered by means of transport arranged by the **Seller** or otherwise proposed by the **Buyer**.

2. In the event that the **Buyer** arranges the shipment of the **Goods**, the **Buyer** is obliged to notify the **Seller** when the **Goods** are scheduled to be collected. Arrivals should be communicated to the **Seller** at least two days before the planned arrival.

3. The **Buyer** is obliged to accept the delivery on the date previously agreed with the **Seller**.

4. The moment of performance of the **Sales Agreement** is considered to be the moment of release of the **Goods** from the **Seller's** warehouse and loading it on the means of transport selected by the **Buyer**.

5. In the event that the transportation of the **Goods** is carried out using a means of transport arranged by the **Seller**, the release of the **Goods** takes place at the moment of making the means of transport available for the **Buyer** for unloading and providing the **Buyer** with documents regarding the shipment.

6. The **Buyer** accepts the benefits and burdens related to the supplied **Goods** and the risk of their accidental loss or damage at the time of their release.

7. The **Buyer** is responsible for arranging the unloading operations. The **Buyer** is obliged to unload the **Goods** delivered to their premises in full within 2 hours from the moment of making the means of transport available for unloading.

8. The **Buyer** bears full responsibility for any damages to the **Goods** caused during unloading.

XI. PACKAGING

1. The **Goods** for delivery are packed in accordance with the requirements and technical conditions (standards) of the **Seller**.

2. Special remarks and requests regarding the method of packaging shall be notified by the **Buyer** in writing in the **Order** after prior agreement with the **Seller**.

3. Transport packaging in the form of pallets is sold to the **Buyer**. Their price is added to the price of the **Goods** or specified separately on the invoice or in accordance with other arrangements of the Parties.

4. Transport packaging is subject to qualitative and quantitative acceptance by the **Seller** and complaint procedures within the meaning of the provisions of the Civil Code.

XII. PRECAUTIONS FOR USE AND STORAGE

Wastepaper reacts to factors such as temperature and air humidity. In order to maintain optimal weather conditions throughout the year in the warehouse and in the production hall, it is necessary to use professional ventilation and humidification systems. Paper is highly hygroscopic, i.e. it is susceptible to water absorption. For this reason, it reacts very strongly to changes in air temperature and humidity both in the place of its storage and in the production hall. Exposure to temperature or air humidification exceeding the recommended limits may adversely change its properties.

1. The properties of the **Goods**, resulting from the materials used for their production, make them sensitive to the effects of the above-mentioned factors. Therefore, the **Goods** during storage or in transit should be stored in accordance with the following

rules under pain of disregarding the complaint:

- **Goods** should be stored in well-ventilated and dry spaces, where the air temperature is in the range of 5-30°C and the relative humidity is in the range of 30-70%,
- it is forbidden to cause sudden changes in temperature and humidity in storage rooms,
- **Goods** cannot be placed directly on the floor, they must be placed on pallets or platforms with a dry and clean surface,
- **Goods** should be protected against precipitation such as rain, snow and protected against condensation of water inside the packed pallet due to moisture; the possibility of splashing the **Goods** with water, snow, etc. should be excluded.

2. **Goods** are intended for single use and should be used within 6 months from the date of their delivery to the **Buyer**. The **Seller** does not exclude the possible reuse of the **Goods**, however, the user's risk is the **Buyer's** responsibility.

XIII. WARRANTY COMPLAINTS

1. Immediately after the release of the **Goods** or their collection, the **Buyer** is obliged to examine, in particular by checking, the compliance of the delivered **Goods** with the order, as well as the quantity and quality of the **Goods**.

2. Due to the characteristics and properties of the **Goods** and their intended use, the **Seller's** liability under the warranty for defects is excluded, except for liability within the limits set out below.

3. The **Buyer** is obliged to notify the **Seller** in writing via e-mail about any detected defects. The **Buyer** or the representative of the carrier is obliged to examine the **Goods** at the time of collection for any apparent defects.

4. **Goods** accepted by the **Buyer** or the carrier without reservations shall be deemed to be goods without apparent defects. If the **Goods** have been released in bulk packaging, defects in the **Goods** or shortages in quantity should be reported to the **Seller** immediately after opening the packaging.

5. Quantitative and qualitative complaints shall be submitted in writing or electronically (via e-mail) to the **Seller** immediately after the **Goods** are handed over to the **Buyer**, but not later than:

- a) on the date of delivery of the **Goods** to the **Buyer** in the event of quantitative deficiencies in collective packaging or visible damage or defects in the **Goods**, whereby a complaint in this respect should be submitted to the consignment note, or in the absence of a consignment note to another document confirming receipt of the **Goods**,
- b) within one business day from the date of delivery of the **Goods** to the **Buyer** in the event of quantitative shortages of the **Goods**,
- c) within 30 days from the date of delivery of the **Goods** to the **Buyer** in respect of hidden defects, under pain of losing all rights due to defects in the **Goods** by the **Buyer**.

6. The **Buyer** is obliged to write a report on the complaint procedure with the participation of

the representative of the **Seller** or the driver delivering the **Goods** to the **Buyer** – and in the event of defectiveness of the **Goods**, also make appropriate photographic documentation and send the report and any photographic documentation immediately to the **Seller**.

7. The complaint must include:

- designation of the **Goods** and their consignment
- description of defects supported by a complaint report
- photographic documentation.

8. Complaints in relation to the sold **Goods** will be considered after the **Buyer** has successfully provided the correct documents. The **Buyer** is obliged to keep the control tags from all other packaging of the batch which is the subject of the complaint. The **Seller** is obliged to respond to the **Buyer's** complaint not later than 30 days from the date of its submission or later, after prior arrangement with the customer. The **Seller** shall not be liable for defects in the **Goods** caused in transit.

9. If the **Seller** decides to reject the complaint, the **Seller** is obliged to inform the **Buyer** about such decision, stating the reasons for the rejection. The response will be sent to the **Buyer** by registered mail or e-mail.

10. Acceptance of the complaint may only result in a reduction in the price or replacement of the defective **Goods** with the goods free from defects. If the **Seller** is responsible for the occurrence of a defect in the subject of the **Agreement**, the **Seller**, at its own discretion, will remove (repair) the above defect or deliver a new, defect-free subject of the **Agreement**.

11. The **Buyer** is obliged to secure and store the **Goods** being subjects of complaint or the resulting product until the complaint procedure has been completed.

12. The **Seller** undertakes that the quality of the **Goods** meets the quality parameters specified in the specification of the goods accepted by the **Buyer**.

13. The condition for accepting the return of the subject(s) of a complaint, which has been accepted by the **Seller**, is that they are unprocessed in production processes and identifiable as to the parameters contained in certifications or other documents (e.g. the Quality Specification).

14. The value of the claim and warranty of the **Buyer** may not exceed the value of the **Goods** complained about.

XIV. FINAL PROVISIONS

1. The **Buyer** agrees that the **Seller** may use the **Goods** with the **Seller's** trademark or name only for the purpose of promotion and advertising of the **Seller's Goods**.

2. By accepting these **GTCs**, the **Buyer** agrees to the processing of their personal data by the **Seller** and entities acting on their behalf in the country and abroad, in connection with the implementation of the **Sales Agreements** for the Products offered by the **Seller**.

3. The person signing the **Order** on behalf of the **Buyer** is authorised to conclude an **Agreement** for the purchase of **Goods** and incur liabilities in connection therewith.

4. In the event that any of the provisions of the **GTCs** is or becomes invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions of the **GTCs**. In such a case, the Parties are obliged to replace the ineffective or invalid provisions of the **GTCs** with provisions that will most closely correspond to the intended objectives of the **GTCs**.

5. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Journal of Laws 1997, No. 45, item as amended) are not applicable for the conclusion of **Agreements**.

6. In the scope not covered by the **GTCs**, the provisions of Polish law shall apply.

7. These **GTCs** do not apply to contracts with consumers.

XV. RESOLUTION OF DISPUTES

1. Any disputes that may arise from an **Agreement** concluded by the parties, or the **GTCs**, or their content, as well as related to the non-performance or improper performance of the **Agreement**, shall be settled amicably in the first place.

2. The proceedings shall be initiated by a written request for amicable settlement of the dispute by one of the Parties sent by registered letter with acknowledgement of receipt. In the request, the Party shall include its claim and proposals for an amicable settlement of the dispute. If no agreement is reached within 14 days from the date of sending the request to the other Party by registered mail, each Party will be able to bring the case to a resolution.

3. Any disputes arising between the parties shall be settled in accordance with the provisions of Polish law, with the exception of the Vienna Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.

4. The competent court for resolving disputes arising from the application of these **GTCs** is the court competent for the registered office of the **Seller**.

KOLONOWSKIE, 05.04.2023

These **GTCs** are valid from: 01.05.2023.