

The general terms and conditions of sale concerning products and services of CDM Sp. z o.o. with its registered office in Ksawerów 95-054, Cegielniana 7 street

§ 1**General Provisions**

1. This document under the name "THE GENERAL TERMS AND CONDITIONS OF SALE CONCERNING PRODUCTS AND SERVICES OF CDM SP. Z O.O. with its registered office in Ksawerów 95-054, at Cegielniana 7 street" [hereinafter referred to as „**GTS**"] applies to all agreements concerning the sale of products or provision of services, carrying out deliveries, as well as all other agreements to which one of the Parties is CDM Sp. z o.o. with its registered office in Ksawerów, at ul. Cegielniana 7, postal code 95-504, entered into the Register of Entrepreneurs kept by the National Court Register under no. 0000102578, Tax ID: PL7291001194, Business ID: 470867166, Court of Registration: District Court for Łódź-Śródmieście in Łódź, 20th Commercial Department of the National Court Register [hereinafter referred to as „**Seller**"], in accordance with the scope of the Seller's commercial activity.
2. These GTS shall take precedence in application to the agreements referred to in § 1 item 1, and are mandatory in any business and commercial relations with the Clients for an unlimited period of time, unless they are changed in an explicit manner, in writing, by way of negotiations and individual arrangements made between the Parties. The Seller also reserves an unconditional priority of applying these GTS, in relation to any general terms and conditions of sale, regulations, agreements, or templates binding for the Client or for the End Client - a third party [hereinafter referred to as „**Buyer**”].

§ 2**Information about products and services**

1. The products and services provided by the Seller are documented in a manner allowing for their proper identification and determination of quality and technical parameters, among others on the basis of declarations of conformity, technical cards, quality certificates, as well as warehouse documents attached to the deliveries, kept and made available to the Buyer.
2. All information about the products and services of the Seller can be obtained by the Buyer from the sales department, as well as in all matters related to the quality of the products or services directly from the Seller's quality department.
3. The Buyer shall be obliged to know the technical specification of the product or service purchased by the Seller. At the same time, the Buyer declares that they will not make any claims against the Seller for incurred losses (both tangible and intangible), related to having no knowledge of technical parameters of the products or services purchased from the Seller.

§ 3**Signing an agreement, ordering**

1. An agreement between the Seller and the Buyer is concluded at the time of placing an order, its acceptance and confirmation by the Seller, or as a result of signing an agreement between the Parties in writing. At the same time, upon confirmation of the order or signing of the agreement in writing, the Buyer accepts the provisions of these GTS, in their entirety.
2. An offer to sell a product or service submitted to the Buyer by the Seller shall be effective on the date of its sending by the Seller, unless the Parties have agreed otherwise on an individual basis. No such proposal (including any proposal referred to as an "offer") constitutes for the Seller a binding offer for sale, in accordance with the provisions of the Civil Code, but only a proposal to place an order by a potential Buyer.
3. The order sent to the Seller by the Buyer must contain the Buyer's data, detailed information about the ordered product, to the extent necessary for its identification, and data concerning the Buyer's desired conditions of order execution, as well as any other requirements of the Buyer, which are not offered by the Seller in the standard terms of commercial cooperation. In the case of the first order, the Buyer is additionally obliged to send the Seller the necessary data to issue a VAT invoice, and registration data, in particular NIP, KRS, and REGON numbers. In the case of a civil law partnership, the Buyer is additionally obliged to send a copy of a civil law partnership agreement, in order for the Seller to properly verify the contractor.
4. Orders are sent to the Seller in writing, electronically, or may be accepted by telephone, if the Parties have agreed so individually.
5. Placing an order is not binding for the Seller, unless it has been confirmed to the Buyer. No reaction to a received order shall not be tantamount to tacit acceptance of the order for processing. If the Seller accepts an order with reservations, the Buyer shall be bound by the content of such reservations, unless the Seller immediately presents any possible comments. Immediate submission of such comments shall be deemed to constitute a new order, with the provisions of the preceding sentences applying *mutatis mutandi*.
6. The fact of accepting the order is not binding for the Seller, in a situation where, for reasons beyond their control, in particular due to force majeure, or behaviour of the Buyer or third parties (including the Seller's suppliers), the delivery and sale of goods is impossible or excessively difficult.
7. Acceptance of an order shall not bind the Seller also in a situation, when the total liabilities of the Buyer towards the Seller exceed the amount of the credit limit set (or possibly granted to the Buyer by the Seller), or if the Buyer is in default with payment to the Seller of any amounts due.

8. The Seller reserves the right to change the agreed date of order execution, i.e. its prolonging, if any circumstances occur, which constitute an obstacle to the processing of the order within the originally agreed date. If the Buyer makes any changes, after confirming the order, the processing period is automatically extended by the appropriate time needed to verify and accept the changes in the order by the Seller.

9. The Buyer is entitled to withdraw from the contract, within 3 (*in words: three*) days from the date of confirming the order. Upon declaring withdrawal from the agreement, the Buyer is obliged to pay the Seller a compensation of termination of contract, in the amount equivalent to the amount of the confirmed order.

10. The Buyer is obliged to inform the Seller each time the registration data changes, in particular the TAX number, address data for invoicing, as well as in the event of changes to e-mail addresses, which are used by the Seller to send invoices to the Buyer, in an electronic form (after obtaining consent), or quality certificates and documents for deliveries. In case of lack of information about changes, the Buyer shall not file any claims against the Seller, related to outdated data in the Seller's system.

§ 4

Deliveries, transport

1. Products or services may be collected personally by the Buyer or delivered by the Seller, using an internal or external carrier. Deliveries are generally made to the address indicated in the order by the Buyer. The Seller reserves the right to carry out a delivery only to the address consistent with the Buyer's registration data, unless another delivery address has been expressly indicated by the Buyer for the Seller's attention.

2. The pallets delivered by the Seller together with products or services are the property of the Seller, unless the Parties have agreed otherwise.

3. If the content of an agreement signed between the Parties does not indicate the existence of detailed information, concerning the required quality and packaging of products or services, it should be assumed that the Seller should provide the Buyer with products or services of the quality and packaging corresponding to the requirements for a given brand and type of products or services, according to the Seller's standards in force.

4. The Buyer shall be obliged to verify the shipment or personal collection, in terms of quality, quantity, and assortment of products or services delivered (or issued, respectively), in an appropriate way, immediately after their delivery (or issued, respectively), together with making an appropriate annotation on the consignment note or other proof of issue, as well as immediately notify the carrier (in accordance with the applicable shipping regulations) and the Seller in writing of any reservations in this respect, and enable the Seller's representative to inspect intact products or services, without delay. The Buyer's acceptance of the goods or services without examination or objection, immediately after such an examination, shall be deemed to constitute confirmation that the goods or services have been delivered correctly, in the correct quantity, and have the correct characteristics and properties.

5. In the case of a verification on part of the Buyer, referred to in § 4 item 4, § 6 item 15 of these GTS shall apply.

6. In the event that the Buyer refuses to personally collect the product or service from the carrier, the Seller shall allow the possibility of storing the product or service not collected or not accepted, respectively. All costs related to additional storage (pallet space occupied) shall be borne exclusively by the Buyer.

§ 5

Sale, commercial terms and conditions

1. The Buyer will pay for the product or service a price based on a VAT invoice issued by the Seller.

2. Prices determined by the Seller are, in principle, net prices, to which VAT will be added at the currently binding rate.

3. The price specified by the Seller does not include costs of transport, insurance, customs, and other export charges, as well as any potential costs related to the Buyer's request for certificates, approvals, or tests. The costs mentioned above shall be added to the price of the product or service, unless the Parties have agreed otherwise.

4. Should there be changes in fees, exchange rates, taxes, or prices of raw materials, the Seller reserves the right to change the price, regardless of its amount pre-defined between the Parties.

5. The Buyer is obliged to pay for the product or service, within the time limit indicated on the VAT invoice.

6. Payment of the price by the Buyer must also be made, if the Buyer fails to collect the goods within the agreed time limit, for reasons not attributable to the Seller. In this case, § 4 item 8 of these GTS shall apply.

7. The date on which the amount is credited to the Seller's bank account shall be deemed to be the date of payment made by the Buyer. In the event of any delay, i.e. failure to make timely payment by the Buyer, the Seller shall be entitled to claim payment of statutory interest for delay, at the maximum amount, in accordance with the applicable laws, from the Buyer. Until the full payment referred to above has been credited to the Seller's bank account, the delivered product or service shall remain the property of the Seller.

8. In the event of the occurrence of circumstances constituting a real basis for claiming that the Buyer will not perform the contractual obligation, the Seller reserves the right to demand full payment for the product or service, prior to its delivery to the Buyer, or to secure the Buyer's claim to which the Seller is entitled, in the form of bills of exchange, guarantee, or in any other way that guarantees receipt of payment for the product or service. The above right of the Seller shall remain in force, regardless of the agreed date of payment of the VAT invoice.

9. Any reservations of the Buyer, in terms of quantity, quality, finance, and in any scope of documents, do not interrupt the payment deadlines of VAT invoices issued by the Seller. The reservation is in force and binds the Buyer, regarding any VAT invoice issued by the Seller.

10. In the case of agreements under which the Parties in commercial terms and conditions provided for cooperation with deferred payment date, the Seller reserves the right to have the insurer verify the possibility to cover the Seller's receivables due from the Buyer (the set credit limit). If the credit limit set by the insurer's decision is exceeded, or there is no credit limit, as well as in the case of non-payment of receivables by the Buyer on the agreed date, the Seller is entitled to refrain from executing current orders, together with an unconditional refusal to accept any new orders of the Buyer for processing.

§ 6

Warranty, complaints

1. Properties, technical parameters, and specifications of the Seller's products or services, as well as the period and terms of warranty, i.e. suitability for use, are defined in the documents made available by the Seller.

2. The Seller is not a manufacturer of the foil delivered to the Buyer for processing or further sale. The Seller shall deliver products manufactured by themselves or obtained from external suppliers, or provide services to the Buyer in a similar manner.

3. The Seller reserves the right not to consider or not to accept a quality report, if the Buyer violates the applicable periods and terms of warranty, or the terms and conditions of dealing with quality reports (or complaints, respectively) specified in these GTS. The entire liability of the Seller for failure to consider or recognize the Buyer's quality report is excluded, and the Buyer is not entitled to any claims in this respect, against the Seller.

4. The Buyer is not entitled to any claims against the Seller under the guarantee, in the event of non-compliance with the required conditions of storage, transport, and seasoning of products or services purchased from the Seller, referred to in § 9 of these GTS. Any liability of the Seller for failure of the Buyer to comply with the aforementioned requirements is excluded.

5. A quality report (or a complaint, respectively) consists in sending a notification by the Buyer, in paper or electronic form, which contains the following documents: content of the report, containing data allowing the proper identification of non-compliant (or complained, respectively) products or services, the reason for non-compliance (or complaints, respectively) and description/content of the defect, the number of non-compliant (or complained, respectively) products or services, together with information on their availability, original labels of non-compliant (or complained, respectively) products or services of the Seller, batch number related to non-compliance (or complaint, respectively), photo documentation of non-compliant (or complained, respectively) products or services, order number and VAT invoice related to non-compliance (complaint), and demands (expectations) of the Buyer. In the event of failure to provide any of the above mentioned documents, the Seller shall have the right not to consider or reject the report, including indemnity of the Seller and ceasing of claims on part of the Buyer, referred to jointly in § 6 item 3 of these GTS.

6. The Buyer shall be entitled to make a quality report (or complaint, as appropriate), concerning the products or services provided by the Seller, within a non-negotiable deadline of 30 (*in words: thirty*) days from the date of accepting delivery.

7. The products or services which are the subject of a quality report (or a complaint, respectively) must be left at the disposal of and verified by the Seller. In the course of handling quality reports (or complaints, as appropriate), the products or services should be properly packaged, labelled, and protected against any damage, until the claim is considered. In the event a product or service is damaged, the Seller shall have, from time to time, the right not to consider or reject the report, including indemnity of the Seller and ceasing of claims on part of the Buyer, referred to jointly in § 6 item 3 of these GTS. The Seller also reserves the right to request that the Buyer sends samples of non-compliant (or complained, respectively) products or services, to which the Buyer give their consent.

8. Returning of products or services takes place, in accordance with the rules of handling quality reports (or complaints, respectively), i.e. the incompatible (or complained, respectively) product or service can not be sent back by the Buyer, without written consent of the Seller. At the same time, the Seller reserves the right to refuse to accept this type of shipment.

9. In the event that the Buyer finds defects, including hidden defects having a negative effect on the processing or using of the purchased products or services, they shall be obliged to immediately notify the Seller of the defects and immediately cease any further processing or using of such products or services.

10. Submitting a quality report by the Buyer (or a complaint, respectively) does not entitle them to not paying the price for the delivered products or services related to the submitted report, as well as does not extend the deadlines for paying the receivables due to be paid to the Seller by the Buyer, on the basis of the issued VAT invoices.

11. In the event of a partial non-conformity (or a complaint, respectively) of a product or service, the Buyer shall not be entitled to return all products and services supplied with the non-compliant (or complained, respectively) part of the products and services, as part of a given delivery.

12. The Seller shall have the right not to consider or not to accept the report, including indemnity of the Seller and ceasing of claims on part of the Buyer, referred to jointly in § 6 item 3 of these GTS, also in the event that the Buyer makes any interference in the products or services supplied by the Seller.

13. Immediately upon receipt of the product or service (or accepting it, in the case of personal collection, as appropriate), the Buyer is obliged to verify, whether the product or service delivered or released from the warehouse has not been damaged mechanically, in particular during transport, or sustained

any other damage, such as partial destruction, humidification, or contamination, or have any other irregularities. Should any of the aforementioned circumstances occur, the Buyer is obliged to supplement the report referred to in § 6 item 7 of these GTS with a delivery note, i.e. a waybill with an appropriate annotation, as well as a damage report containing a description of the identified inconsistencies and the signature of the driver, and in the case of personal collection, a warehouse document signed in the presence of an employee of the Seller, who issued the product or service, confirming the occurrence of damage. In the event that the Buyer fails to provide any of the above mentioned documents, the Seller shall have the right not to consider or reject the report, including indemnity of the Seller and ceasing of claims on part of the Buyer, referred to jointly in § 6 item 3 of these GTS.

14. In the event of non-recognition of a quality report (or a complaint, respectively), the Buyer is entitled to carry out additional tests at their own expense, in an independent accredited laboratory in Poland, while the samples taken to make such tests possible must be confirmed in writing, and taken in the presence of the Seller.

15. The Seller shall not be obliged towards the Buyer to provide and guarantee the suitability of the delivered products or services for any purpose or solutions on part of the Buyer, even if such a purpose and solutions were known prior to the signing of the agreement.

§ 7

Responsibility

1. The liability of the Seller has been specified in the content of these GTS, and in no case may it be extended in any way to the benefit of the Buyer, unless the Parties have agreed otherwise by way of individual arrangements.
2. The scope of the Seller's liability related to the signing of the agreement or sale of products or services (regardless of the title of this liability) does not include, in particular, claims to redress damage related to the lost gains (*lucrum cessans*), lost business, lost profit, incurred production losses (including downtimes of machines), loss of market reputation or company image.
3. The Buyer shall not be entitled to claim compensation for any damage caused by a product or service provided by the Seller.
4. In principle, the Seller is liable up to the maximum net price of the products or services delivered. Unless the Parties have agreed otherwise, any claims of the Buyer for non-performance or improper performance of the agreement against the Seller may not exceed the total of 25% (*in words: twenty-five percent*) of the net price of the product or service to which the circumstances giving rise to Seller's liability are related.
5. Except for the situations otherwise regulated by way of individual arrangements between the Parties, the following circumstances shall constitute grounds for withdrawal from the agreement, if they occur after the signing of the contract and lead to non-performance or improper performance of the agreement:
 - (a) force majeure, in particular fire, flooding, terrorist attack, armed conflict, general mobilisation, or unpredictable military call up, breakdown or damage to equipment and machines, failure of information systems, sabotage, strikes, social movements and riots, shortage of means of transport, shortage of raw materials, closure of production or fixed or current assets,
 - (b) conflicts at work or on the grounds of trade unions, in particular labour law disputes that have arisen.
6. In the case of personal collection, the responsibility for the product or service shall be borne by the Buyer from the moment of its release from the warehouse of the Seller, and in the case it is transported by the carrier, the responsibility for the product or service shall pass to the Buyer at the moment of delivery by the carrier.
7. The Seller shall not be liable under these GTS for:
 - a) failure to meet any delivery deadlines, if such a failure is not due to the exclusive fault of the Seller,
 - b) in the case of damage to or loss of a product or service not collected or not accepted by the Buyer, starting from the moment of the occurrence of an event consisting in failing to or refusing to accept the product or service,
 - c) any use of the delivered products or services in a manner inconsistent with their intended use, properties, instructions, as well as for any actions of the Buyer consisting in further using or processing of the products or services supplied by the Seller, as a result of which damage was caused on part of the Buyer,
 - d) for any materials or raw materials delivered and entrusted by the Buyer, in order to perform the agreements referred to in § 1 item 1 of these GTS,
 - e) non-delivery of products or services within the agreed time limit, if the delivery address and contact details were not indicated by the Buyer in due time, or the indicated delivery address was erroneous, incorrect, or actually non-existent,
 - f) the warranty for the product or service, thus excluding the Seller's liability under the provisions of the Civil Code, regarding statutory warranty for legal defects.
8. If any third party has any claims against Buyer, in connection with the products or services delivered to Buyer, the Buyer shall promptly notify Seller of this fact and offer participation in any pending proceedings, provided that in the absence of any notice, all liability for damages suffered by the third party and the Seller shall be borne solely by Buyer.

§ 8**Confidential information**

1. The Parties, in particular the Buyer, are obliged not to disclose to third parties the content of each of the signed agreements referred to in §1 item 1 of these GTS, as well as any information (oral, written), or documents that may constitute a trade secret of the Seller's business, of which the Buyer has become aware, in connection with the signing and performing of the agreement.
2. Such information may be made available to the Buyer, their professional advisers or attorneys, only to the extent necessary for the proper performance of the agreement. The persons referred to above will be explicitly obligated to maintain the confidentiality of the information received during the performance of the agreement.
3. The obligation to keep secret all confidential information shall continue after expiration of each of the agreements signed by the Buyer.
4. The information and documents referred to in § 8 items 1 and 2 of these GTS may be disclosed to third parties, only after obtaining an express written consent of the Seller, following the principles specified above, and only if it is necessary for the proper performance of the agreement.

§ 9**Additional clauses**

1. The Seller, unless otherwise agreed by the Parties, provides in the manufacturing process for the following tolerances for the products and services supplied:
 - a) orders under 500,00 kg: tolerance +/- 20%, orders from 500,00 kg to 1.500,00 kg: tolerance +/- 10%, orders over 1.500,00 kg: tolerance +/- 5%;
 - b) dimensions in millimetres: tolerance +/- 5 mm;
 - c) the thickness of foil or paper, including the tolerances specified in the process documents of the manufacturer;
 - d) in case of laser perforation, hole dimensions: tolerance +/- 20%;
 - e) conical and shaped bags (s-shape, y-shape, pointed) as well as wicketed and plain bags per each design up to 5.000,00 pcs tolerance: +/- 30%, 5.000,00-10.000,00 pcs: tolerance +/-20%, 10.000,00 – 50.000,00 pcs: tolerance +/- 15%, 50.000,00 – 100.000,00 pcs: tolerance +/- 10%, 100.000,00 pcs and more: tolerance +/- 5%;
 - f) doypacks and stand up pouches per each design up to 20.000,00 pcs: tolerance +/- 30%, 20.000,00 – 50.000,00 pcs: tolerance +/- 20%, 50.000,00 – 100.000,00 pcs: tolerance +/- 15%, 100.000,00 pcs and more: tolerance +/- 10%;
 - g) flat bottom pouches per each design up to 30.000,00 pcs: tolerance +/- 30%, 30.000,00 – 60.000,00 pcs: tolerance +/- 20%, 60.000,00 pcs and more: tolerance +/- 15%;
 - h) for orders of conical and shaped packaging (s-shape, y-shape, pointed) as well as wicketed and plain bags and each order for trapezoidal packaging: tolerance +/- 3pcs for every 100pcs of packaging produced;
 - i) for technological waste and each order at the end of the sleeve: tolerance 500,00 mm (*in words: five hundred running meters*).
2. Printing on the products carried out under the agreements referred to in §1 of these GTS shall be performed by the Seller, in accordance with the flexographic printing standard, on the basis of a digitally printed contract proof (made by a company performing a reproduction for the Seller), accepted by the Buyer, or on different basis approved jointly by the Parties (e.g. a template or a finished product of the Client), and additionally:
 - a) In principle, the Buyer may be present during approving of each flexographic printing template, which will form the basis for the qualitative acceptance (conformity assessment of the printing) of the entire delivered batch. The Buyer shall be entitled to assign approving of the pattern to the Seller.
 - b) The Buyer shall be responsible for the content and foreign logos and graphics used in the printing (at the request of the Seller, they shall present valid authorisations from the Owners to use foreign trademarks),
 - c) The Buyer shall deliver a graphic design, including the exact arrangement of graphics, in the form of an electronic record, in accordance with the Seller's technical specification. If a graphic design is not prepared in such a way as to enable proper commencement of production, the Buyer is obliged to send properly prepared material, if requested to do so,
 - d) In the case of orders for materials with a new graphic design, the Seller shall make available all the information allowing to determine the target appearance, colour, and quality of the product. Based on the agreed commercial terms and conditions, the Seller may, at the Buyer's request, carry out a test batch of the product,
 - e) In the case of printed products, the guarantee of reproducing the colour coded in the graphic file is technologically limited, resulting from using the flexographic technology. Accurate reproduction of colours, on the basis of a print presented by the Buyer, made by a different manufacturer, may also be impossible, due to the specific nature of the bases and graphic inks used by the Seller for production,
 - f) Any colour deviations found by the Buyer cannot constitute the basis for a quality complaint, in this situation,
 - g) The Buyer shall not be obliged to participate during approving of a new print design, each single time, unless otherwise agreed by the Parties. However, should the Buyer be absent during the approving of a new template, any and all liability of the Seller for non-performance or improper performance of the

agreement is excluded, in this case, and the Buyer is not entitled to assert any claims for damage arising from the graphic design being unacceptable to the Buyer, including any quality claims made by third parties,

h) The Buyer declares that they are entitled to all intellectual property rights, in particular proprietary copyrights, and they are entitled to use the materials delivered to the Seller (photographs, drawings, graphic files, designs, trademarks, logotypes, etc.), in order to perform the agreements referred to in §1 of these GTS. In view of the aforementioned, a third party shall not raise any claims against the Seller for infringement of the intellectual property rights,

i) The Buyer authorises the Seller to use the products or services provided by the Seller on the basis of contracts referred to in §1 of these GTS, in the course of their activity, including any trade fair events, the Seller's website, leaflets, etc.,

j) The Buyer authorises the Seller to dispose of the photopolymer plates used for the performance of the agreements referred to in §1 of these GTS, after 24 (twenty-four) months from the date of the last performance of an order based on the use of such plates. The costs of disposing of photopolymer plates shall be borne entirely by the Buyer,

k) It shall not constitute non-performance and/or improper performance of the contract by delivering goods to the Buyer in which there are slight differences in the color of the print in relation to the adopted pattern, which may result from the type of substrate used and the properties of the printing inks used, where a slight color difference is understood as $\Delta E_{2000} \leq 3.0$ (measurement with a spectrophotometer with a measuring geometry of $45^\circ/0^\circ$; illuminat D50/10° to a specific, specific color pattern),

l) The parties agree that the second independent reprint by inserting: tolerance +/- 2 mm.

3. In the case of an order, which includes printed products or services specified in this manner, a defined lead time may be subject to prolongation, and it is subject to individual negotiations between the Parties, from time to time, in particular when a delivery date depends on the timely delivery of photopolymer plates to the Seller's registered office.

4. The net weight of the delivered foil rolls is the sum of the net weight of the foil and the weight of the sleeve on which the film is wound.

5. During the manufacturing of the system, the Seller reserves the right to use a foil bonding system in each individual foil beam, as a standard technology. In this system, the maximum number of bonds is 6 (*in words: six*), unless the Parties have agreed otherwise, or a different number of bonds is required in production, in order to properly execute the Buyer's order.

6. The guarantee of reproducing shapes and achieving all the pre-defined features, functions typical for a given product or service, including maintaining the repeatability of production for each batch provided by the Seller, may be limited for technological or technical reasons, on part of the Seller, to which the Buyer give their consent by confirming the order for this particular product or service.

7. The Buyer undertakes to strictly comply with the following requirements related to the proper storing, warehousing, transporting, and seasoning of the products and services provided by the Seller, which guarantee the proper processing and preserving of the indicated and guaranteed properties, i.e:

a) a room temperature of 15-35°C; relative humidity of not more than 75%; and, in the case of transporting or storing of foil at temperatures below +15°C, ageing of the products or services at the temperature of the production rooms, until ambient temperature is reached, before further processing,

b) a storage room, which should be roofed, in order to provide protection against getting wet, damping, and direct exposure to sunlight, c) storage, which must protect products or services from weather conditions,

d) storage of products or services within the distance of at least 1 m (*in words: one meter*) from active heating equipment.

§ 10

Settlement of disputes, applicable law

1. Regarding any disputes that may arise from the signed agreements referred to in §1 item 1 of these GTS, they can only be solved by common court of competent subject matter jurisdiction over the Seller's registered office.

2. The law applicable to agreements, in which the Seller is a Party, and the subject matter of the agreement is sale of products or provision of services and deliveries, as well as for any other agreements, is Polish law, exclusively.

3. In case of any disputes related to the interpretation of the provisions of these GTS, the Polish language version is binding.

§ 11

Final provisions

1. The Buyer accepts these GTS, by confirming the order and receiving a VAT invoice constituting the basis for the sale of the products or services of the Seller.

2. These GTS, their content, and all provisions constitute an integral part of each agreement signed between the Buyer and the Seller, and may not be modified in any way, or interpreted differently by the Buyer, except for the circumstances referred to in §1 item 2 of these GTS.

3. The Buyer shall not be entitled to make any assignment of rights resulting from the agreements referred to in §1 item 1 of these GTS, without the express written consent of the Seller.

4. The acceptance referred to in §11 item 1 is tantamount to the Buyer becoming acquainted with the information clause made available to them, which concerns the rules of personal data processing by the Seller, under the Act of 10th May 2018 on the Protection of Personal Data and the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27th April 2016 on the protection of natural persons, with regard to the processing of personal data, and on the free movement of such data, and on the repeal of the directive 95/46/EC ("GDPR").
5. All issues not regulated in this GTS are governed by the generally applicable provisions of Polish law.
6. The Seller shall be entitled to modify these GTS at any time, of which the Buyer shall be notified, using the available means of communication.

Director of Operations
Jakub Wojtczak