

## INTRODUCTION

1.1 These general terms and conditions of sale, hereinafter referred to as GTC, apply to all contracts for sale or delivery of goods offered by PLASTMOROZ limited liability company limited partnership in Białogard (hereinafter referred to as the Seller) even if at the next sale (delivery) they are not repeated to the Buyer, excluding contracts concluded with Consumers.

1.2 No other general terms and conditions, formulas, rules and regulations, which are used by the Buyer, shall apply to contracts for the sale or delivery of goods by the Seller to their buyer (hereinafter referred to as the Buyer).

1.3 Whenever this document refers to PLASTMOROZ limited liability company limited partnership, it shall mean PLASTMOROZ limited liability company limited partnership in Białogard, 3C Zygmunta Augusta Street, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 000443740, having NIP 672-207-78-54, REGON: 321315117.

## CONCLUSION OF THE AGREEMENT

2.1. The contract is concluded as a result of the Buyer placing an order and its acceptance by the Seller, or as a result of the Seller and the Buyer signing the contract document. Immediately upon receipt of the order, the Seller sends the Buyer a confirmation of receipt of the order (the so-called PZ document).

2.2. If the Seller cannot accept the order or can accept it, but only subject to changes in the terms and conditions proposed in the order, it shall notify the Buyer within 5 working days from the date of confirmation of receipt of the order.

2.3. The order with changes notified by the Seller shall be binding on the parties if the Buyer does not object no later than the next business day after receipt of such notice from the Seller.

2.4. The Buyer may cancel the order placed, but no later than 24 hours from the date of delivery of the order to the Seller. In this case, the Seller has the right to charge the Buyer for the costs he has spent to complete the order.

2.5. Proposals, advertisements, price lists, prospectuses, catalogs, etc. that come from the Seller are for information purposes only and do not constitute an offer that binds the Seller.

2.6. Insofar as the subject of the contract between the Seller and the Buyer is consulting or other services, they will be performed by the Seller in the form of a work contract or a supply contract, if expressly agreed in writing. Otherwise, the Seller shall not be liable for the occurrence of certain consulting effects. The services performed by the Seller on a case-by-case basis are based on the contents agreed upon in the order confirmation.

## TERMS OF DELIVERY

3.1. If the parties have not agreed otherwise, delivery will be made in accordance with the terms and conditions of INCOTERMS - EXW PlastMOROZ.

3.2. The vendor is authorized to make partial deliveries or perform partial services.

3.3. The Seller guarantees to meet the delivery (release of goods) deadline accepted by it in accordance with its capabilities and provided that the Buyer timely meets its own obligations to the Seller. The delivery (release) date shall be extended in the event of unforeseen circumstances, which are outside the ordinary course of events, whether they are related to its operations or the operations of its sub-suppliers/subcontractors, including, but not limited to, events resulting from force majeure. Such unforeseen circumstances include, in particular, the failure of production equipment, interruptions in the supply of electricity or other utilities, or unexpected interruptions in the supply of raw materials.

3.4. When the Buyer claims compensation for delay in delivery, the Seller's liability shall be limited to 0.05% of the value (net price) of the goods to which the delay relates for the fifth and each subsequent day of delay, but no more than 5% of such delivery value.

3.5. In the event of a delay in delivery (release/collection of the goods) at the request of the Buyer or due to circumstances borne by the Buyer (e.g., delays in payment resulting in withholding the release of the goods), the Seller may require the Buyer to pay the cost of storage, at the rate of 1% of the net price of the goods for each week of storage. If this delay exceeds 14 days, the Seller has the right to demand payment of the price of the delayed goods before their release. Once the period of such delay exceeds 90 days, the Buyer shall lose the right to demand release of the goods and the Seller shall acquire the right to freely dispose of the goods so stored, including their destruction, without losing its claim against the Buyer for payment of the price of such goods.

3.6. During the execution of deliveries, due to the nature of the offered products, the Seller reserves the tolerance of quantitative accuracy in the execution of the order at plus or minus 5%. Goods are sold according to sales units expressed in kg/mb or pcs.

3.7. The Seller shall supply the Buyer with goods from the range currently offered by the Seller. The properties of the goods shall be in accordance with the specifications expressly stated by the Seller in the documents sent by the Seller relating to a specific delivery/order (cards, certificates, attestations, etc.). No other assurances as to properties, including suitability for a specific application, are given and cannot be presumed

3.8. Tests of the strength of the manufactured goods at a level of up to 0.5% of the quantity of the ordered goods, carried out as part of the production process, confirm their quality, including tightness. Sample tests at a level greater than 0.5% of the quantity of the ordered goods are performed only at the written request of the Buyer.

3.9. Strength tests are carried out on the basis of various parameters - depending on the material structures and thickness of the manufactured goods. Reports, documents and cards attached to production contain the technical data according to which the goods have been tested and therefore approved for production.

3.10. At the beginning of the production process, during and after its completion, a product test is carried out to determine the conformity of the goods with the order specifications. During production, hourly inspection records are kept, and dimensions, thickness, graphics, tightness and placement of additional elements of the goods are checked - for compliance with order specifications.

3.11. In the documents attached to the manufactured goods (declaration, order specification) there is information about the parameters used in the strength tests (pressure - max 40 kg x 20 seconds, filling with liquid - visual assessment, filling with air - visual assessment, immersion in water) and the method of storage. Based on the parameters used and indicated in the attached documents, the Seller guarantees the quality, including the tightness of the goods.

3.12. Strength tests and product test are carried out on the principles described above, according to internally established and approved procedures. If the Buyer wishes the strength test and product test to be carried out on a different basis (using different parameters, data, guidelines), he is obliged to submit his own parameters, data or guidelines in this regard no later than when placing the order, and they are binding only if they are expressly accepted and approved by the Seller. If the Seller does not expressly accept and approve the Buyer's submitted parameters, data or guidelines, they will not be taken into account in the production process and in any claims. It is impossible to change the parameters, data and guidelines after the order has been placed and during the production of the ordered goods.

3.13. The buyer, after placing an order, receives sample test packs, which are subject to strength and product testing under the terms described above.

3.14. At the stage of the Buyer's inquiry about the possibility of production of the goods, and before placing the order, the Seller may suggest possible changes in the parameters of the goods, i.e. composition, thickness and construction of the goods, as well as parameters related to strength tests and product testing. However, no declarations, advice or suggestions coming from the Seller shall be the basis for directing claims against him if they prove insufficient.

3.15. The Seller shall be solely responsible for the conformity of the manufactured packages with the order placed and the parameters indicated only in the PZ. The Seller shall not be liable for improper selection of the characteristics of the goods with respect to their final capacity, material structure for a given batch, improper filling, improper packaging, storage or transportation, improper selection of external packaging and other similar factors not explicitly mentioned, but leading to the loss or deterioration of the technical and usable characteristics of the produced goods, including leading to the destruction or damage of the goods, in particular to their unsealing.

3.16. The Seller will not take into account the results of the Buyer's testing of the delivered goods under different conditions and with different data and parameters than those mentioned above, made by unauthorized entities and under non-accredited types of tests. Any tests performed by the Buyer in a manner different from that described shall not be honored by the Seller, as well as their results shall not entitle the Buyer to file a claim for the delivered product.

3.17. If for any reason the Buyer does not accept delivery, then the Seller, after setting an additional period of time, shall have the right to withdraw from the Sales Agreement and claim damages. In any case, in the event that the Seller withdraws from the Sales Agreement due to non-acceptance of delivery or non-performance/improper performance of the Sales Agreement by the Buyer, the Seller may demand a penalty in the amount of 10% of the agreed value of the delivery (invoice amount), without providing evidence of the damage suffered, which has been withdrawn or which has not been performed or performed improperly by the Buyer, and damages exceeding the amount of the reserved penalty. In lieu of exercising the above entitlement, the Seller may, at its sole discretion, within a reasonably

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PLN: 27 1020 2791 0000 7402 0294 2506 • CZK: 35 1020 2791 0000 7602 0294 2555 • EUR: 37 1020 2791 0000 7002 0294 2522 • USD: 45 1020 2791 0000 7202 0294 2571  
SWIFT: BPKOPLPW

extended delivery period agreed with the Buyer, make a similar delivery in accordance with the previously agreed terms.

#### DELIVERY DOCUMENTATION

4.1. The delivery (issue) of each batch of goods will be documented by a bill of lading or a proof of issue (WZ), a VAT invoice or any other document used in making intra-Community deliveries.

4.2. Inspection of the goods in terms of quantity shall be carried out upon delivery and acceptance of the goods, at the place of delivery, with the participation of the Buyer's representative (whereby any person used by the Buyer, including a carrier acting for the Buyer or a person used by the carrier for transportation, shall be deemed to be such) and the Seller.

4.3. Quantitative shortages of goods and their visible defects (including damage to packaging) should be specified in the delivery note, waybill or other document confirming the transfer of goods, under pain of losing claims for such shortages and visible defects. The Buyer shall be obliged to notify the Seller of any hidden defects within 7 days from the date of shipment of the goods, under pain of losing the right to assert claims on this account.

4.4. Certificates, certificates, declarations of conformity or other documents confirming the quality (properties) of the goods, will be attached to the shipped goods, if such a requirement is indicated in the order or contract.

4.5. On the day of delivery, the Seller will issue and send the Buyer a corresponding VAT invoice, which will specify the date and method of payment.

4.6. The Seller shall archive the delivery documents referred to in Section 4.1. and store it free of charge for a period of 3 years from the date of delivery of the goods. Starting from the 4th year, the storage of the documentation shall take place at the express request of the Buyer expressed in writing under pain of invalidity and shall be for a fee. The cost of archiving the delivery documents is EUR 500 + VAT for each year started.

#### PRICES AND PAYMENTS

5.1. The Parties unanimously declare that the Buyer shall pay the Seller for the delivered products on time and according to the unit prices specified in the Seller's current offer. The application of a different, lower price requires the express approval of the Seller each time. In this regard, tacit acceptance of the Seller cannot be presumed.

5.2. The vendor is authorized to make partial settlements and request advance payments.

5.3. Unless the parties have agreed otherwise, any price that is included in an offer, catalog, confirmation or other document from the Seller is the net price on an EXW basis. This price does not include, in particular, insurance costs, fees and duties, tax (such as VAT), transportation costs, unloading costs, which will be borne by the Buyer. The price will also be increased by VAT in accordance with the applicable rate.

5.4. In case of delay in payment exceeding 10 days (including payment of the price of goods previously delivered and interest for delay), the Seller has the right to suspend further production and/or further deliveries of goods. The Seller also has the right to withhold further deliveries of goods in the event that the total value of liabilities (due and undue) for payment of the price of goods exceeds the trade credit limit set by the Seller. In such cases, the Seller also has the right to make the issuance of further batches of goods conditional on prior payment of the price of such goods (prepayment). In addition, the Seller may also in such cases withdraw from the contract to the extent relating to the Buyer's orders not yet fulfilled, as well as demand payment of the price of goods already produced for the Buyer, even if the date of delivery of the goods or payment for such goods has not yet arrived, and withhold the release of goods until the price is paid.

5.5. The amount of the trade credit limit is determined by the Seller at its sole discretion. The default trade credit is PLN 5,000.00. The Seller reserves the right to change the trade credit limit at any time, without the consent of the Buyer, and in particular to apply to changes in the amount of the current insurance limit of debts owed to the Buyer.

5.6. If the Buyer delays taking delivery of the goods, the Seller has the right to send the goods to the Buyer at the Buyer's expense or to demand payment of the price of the goods manufactured to the Buyer's order despite the Buyer's failure to take delivery of the goods. If the aforementioned delay exceeds 60 days and the Buyer fails to take delivery of the goods placed at his disposal by the Seller, the Buyer shall lose the right to demand delivery of the goods, which the Seller may dispose of or otherwise dispose of, which shall not relieve the Buyer from the obligation to pay the price of the ordered and not taken delivery of the goods.

5.7. Until the Buyer makes full payment for the delivered products, they remain the property of the Seller.

#### WARRANTY AND GUARANTEE

6.1. In the event that defects are discovered by the Buyer in the delivered products, covered by the scope and within the time limit of the guarantee

provided by the Seller, the Seller, after assessing the quality and accepting the complaint, undertakes to deliver the products free of defects, or refund the price of the defective and returned goods.

6.2. The Buyer's filing of a complaint does not affect the due date. The Buyer may return the defective goods to the Seller on the next delivery. Settlement of the cost of selected or entirely defective goods to the Seller shall be made within 14 days after confirmation of the existence of the defects found (corrective invoice).

6.3. The Buyer is obliged to notify the Seller of defects other than hidden defects immediately, but no later than within 5 days of receipt of the goods, and of hidden defects - immediately, but no later than within 5 days, from the disclosure of the defect. Notification of defects must be made in writing by persons authorized to represent the Buyer. The notice of defects must be accompanied by a copy from the commercial register confirming the authority to represent or a power of attorney in the original or a notarized copy. Exceeding the above deadlines or failing to observe the established form will result in the loss of warranty and guarantee claims and improper performance of the contract.

6.4. Defects occurring in a quantity not exceeding 2% of the quantity of the ordered goods do not constitute grounds for a complaint about the entire batch of goods. A complaint concerning defects of less than 2% of the quantity of the ordered goods, the Seller shall not give further course. The Buyer accepts that currently available production technologies, regardless of the Seller's diligence, do not guarantee full tightness of all packages and agrees to defects in packages in a quantity not exceeding 2% of the quantity of the order, which will be considered by the parties as defects constituting grounds for complaint.

6.5. Only nonconformity of the goods with their characteristics clearly indicated in the contract, specifications or other documents referred to in Section 3.7 to an extent that exceeds 2% of the order quantity shall be considered a physical defect in the goods

6.6. The seller informs that the color patterns shown on the presented e-proofs and printed cromalines are only an illustrative presentation of colors. The colors on the final packaging may differ from the colors shown on the e-proofs and cromalines.

6.7. The Buyer in the complaint letter undertakes to indicate the quantity of the advertised goods, their type, order number, VAT invoice number, lot number, item and the specific reason for the complaint, together with the presentation of evidence of the defectiveness of the goods. Return of goods should be agreed with the Seller after the Buyer completes the relevant documents, in accordance with the requirements of the Seller. Failure to comply with the formal requirements of the complaint will result in disregard of the complaint and does not require additional justification.

6.8. In the event of a complaint, the Buyer is obliged to secure the advertised goods for any visual inspection with the participation of the Seller's representative at the place of delivery or at the Buyer's premises, and, if necessary, to make available a sample of the advertised goods for appropriate testing. The Buyer shall be responsible for adequate protection of the advertised product for the time of transport (in particular, place the goods on a pallet with a cardboard divider protecting them from damage and wrap the goods with a protective film on each side). If the complaint proves to be unfounded, the Seller is entitled to charge the Buyer with the costs of the complaint procedure, including the costs of travel to the Buyer, transportation and examination of the goods.

6.9. Goods from the Seller should be stored indoors: covered, dry, away from radiant heat, so as to prevent wetting, dampness and direct sunlight. Optimal temperature 5-30 degrees C, relative humidity 30-70%. The required seasoning time under production conditions before using the package - a minimum of 24 hours. For defects and inconsistencies caused by poor storage, the Seller shall not be held responsible.

6.10. The seller shall not be liable for indirect damages and lost profits, unless they are due to intentional fault.

6.11. The Seller's total liability for defects in the goods may not exceed the price of the affected goods, with the proviso that such liability shall be reduced, to the extent (to such limits, amounts, claims, etc.) to which it is covered by the insurance coverage provided to the Seller under the liability insurance contract. In the event that claims of a higher amount or a wider scope arise, the Buyer declares that he releases the Seller from the debt to the remaining extent.

6.12. In the absence of provisions to the contrary, the Seller provides a 6-month warranty and guarantee period for the goods sold.

#### ADDITIONAL CLAUSES

7.1. The Buyer warrants and is responsible for the fact that he is entitled to intellectual property rights, including copyrights to works, graphic elements, drawings, designs, logos, photos, etc. transferred to the Seller for use in the design of prints, or the right to use such works to the said extent, including their use in the production of prints ordered by the Buyer.

7.2. In the event that a new work, and in particular an overprint design, would be created during the execution of the contract, even if using graphic elements provided for use by the Buyer, in the absence of an agreement to the contrary, the Buyer shall not be entitled to use this work - except for copies of this work provided by the Seller. The author's property rights to such works, in particular designs, print patterns, matrices, shall remain with the Seller. Their transfer to the Buyer or the granting of authorization to use them requires in each case the conclusion of an appropriate agreement, specifying the remuneration for this title.

7.3. The Seller may use samples of the goods and the placement of prints on them, produced by the Seller at the Buyer's request (including in catalogs, flyers, advertising videos, print patterns, at trade fairs, including those of international scope, and on websites, etc.).

7.4. If, in connection with the performance of the contract by the Seller, solutions are created that have the nature of an invention, industrial design or utility model, the industrial property rights to such solutions shall vest in the Seller.

7.5. The Buyer is obliged to appear at the Seller's premises for each acceptance of a new film print design. In the event that the Buyer declines to come to the acceptance on the date set by the Seller, the Buyer assumes all responsibility for the content and color of the design and will not make any comments regarding the quality of the delivered print. Failure to respond to the Seller's summons or to raise any objections to the submitted print design will be considered tacit acceptance of the print.

7.6. Any information and documents relating to the terms and conditions of business of contracts between the Seller and the Buyer are trade secrets of the Seller and may not be disclosed to third parties without his written consent, or otherwise used by the Buyer.

7.7. The Seller shall not bear any responsibility for the material entrusted for further processing by the Buyer, and in particular for delamination, printing errors, wrinkles, creases on the film, improper preparation of the laminate for further processing by incorrect edging, joining and other unspecified. In such a case, the Seller, when revealing all kinds of the aforementioned and unmentioned defects during confectioning of the entrusted material, has the right to refuse further confectioning and charge the Buyer with the cost of 2000PLN + VAT for the damage caused in the production cycle. If the Buyer delivers laminate with small outer windings, the Seller has the right to add 5% to the VAT invoice for the service of rewinding the film to larger windings. The same applies to wrongly wound films.

7.8. The Seller has the right to add costs in the amount of PLN 2,000 + VAT to the VAT invoice issued to the Buyer, for the equipment of electrodes and other elements necessary to complete the entrusted order. This applies only when the Seller does not have the appropriate tools to complete the order. The prepared devices remain the property of the Seller after the order has been completed. Other more complicated tools that are not electrodes and triangles used for welding and breaking the foil - will be priced individually and their price accepted by the Buyer.

7.9. All specifications, tools, matrices supplied by PLASTMOROZ to the Buyer or specially manufactured by the Buyer for PLASTMOROZ in connection with the Agreement, together with intellectual property rights therein, shall be the exclusive property of PLASTMOROZ and must be returned to PLASTMOROZ upon any request.

7.10. The Buyer authorizes the Seller to dispose of, at the Buyer's expense, the printing matrices used in the production of packaging in accordance with the provisions of the Waste Act (or another act that replaces it) after 12 months from the date of the last implementation of projects using these matrices. After disposal, the Seller will issue the Buyer a VAT invoice covering the reimbursement of disposal costs.

#### PERSONAL DATA PROTECTION

8.1. The administrator of the Buyer's personal data is PLASTMOROZ Limited Liability Company Limited Partnership with its registered office in Białogard.

8.2. The Administrator processes personal data on the basis of Article 6 paragraph 1 letter b of the GDPR in order to fulfil the order, conclude the contract and perform it, and also processes data for accounting purposes.

8.3. The Administrator processes only the personal data necessary to achieve the purposes indicated in point 8.2., i.e. name and surname, e-mail address, telephone number, residential address.

8.4. The Buyer's personal data may be made available to subcontractors, i.e. entities whose services the Administrator uses to process them, i.e. entities conducting postal and courier activities, providers of accounting, legal and advisory services, and those supplying the Administrator with technical, IT and organizational solutions.

8.5. Personal data is generally not transferred outside the European Economic Area. Transfer of this personal data to third countries may occur when it is necessary to perform the contract.

8.6. Personal data are stored for the period necessary to execute and

perform the contract, as well as until the end of the limitation period for potential claims from the contract that the Administrator may raise, and which may be raised against the Administrator.

8.7. The Buyer has the right to access their data, receive a copy thereof, the right to rectify, transfer, delete, limit data processing, as well as the right to lodge a complaint with the supervisory authority.

#### FINAL PROVISIONS

9.1. Apart from the claims specified in these GTC, the Buyer is not entitled to any further claims against the Seller that cannot be effectively limited by the will of the parties. In particular, the GTC exhaustively define the Seller's liability for improper performance of the contract, including hidden defects.

9.2. Orders (respectively: confirmations and other notifications) will be submitted by the parties using one of the following means of communication: letter (letter), fax, e-mail. In the event of using fax or e-mail, the notification will be deemed to have been effectively delivered at the time of the appropriately printed notification by the recipient's fax machine or the reading of the message sent by e-mail confirmed by the addressee (including using the confirmation of receipt function). The Buyer agrees to the delivery of invoices and other settlement documents by e-mail.

9.3. The Buyer agrees to sending payment demands and other correspondence concerning the existing receivable, including reminders of the approaching payment deadline in electronic form to the e-mail address indicated by the Buyer in the order. In the event that the Buyer does not provide an e-mail address in the order, the Buyer agrees to sending payment demands and other correspondence concerning the existing receivable, including reminders of the approaching payment deadline in electronic form to the e-mail address through which the Buyer placed the order with the Seller.

9.4. Orders (or other notifications, respectively) will be deemed to have been effectively placed on behalf of the Buyer if they are placed by a person who previously (in previous orders, or other notifications, respectively) acted on behalf of the Buyer, and the Buyer did not question these actions and, even if impliedly, considered them to have been made on his behalf, until the Seller is notified of the withdrawal of powers of attorney (authorizations) for this person. This principle should be applied accordingly to correspondence sent from the e-mail address from which orders (notifications) were previously sent on behalf of the Buyer - until such time as the notification of the invalidity of such address.

9.5. In the case of other foreign languages for which there is no translation of the GTC into the appropriate language, the only applicable version is the GTC in Polish.

9.6. In matters not regulated in the General Terms and Conditions, the relevant provisions of Polish law shall apply.

9.7. Any disputes that may arise between the Seller and the Buyer will be resolved by a Polish court with jurisdiction over the Seller's registered office.

#### PLASTMOROZ

These Terms and Conditions (GTC) shall be applied in their entirety, and any amendments must be approved by PLASTMOROZ. Version 6.1 shall be effective as of 1 December 2024.