

GENERAL TERMS AND CONDITIONS OF SALE

Trade and Production company "JG" General partnership Waldemar Fedyk and co in Chełmża

(Przedsiębiorstwo Handlowo – Produkcyjne JG Spółka jawna Waldemar Fedyk i Spółka w Chełmży)

I. Definitions used in this document:

1. GTCS: Manufacturer's General Terms and Conditions of Sale;
2. Manufacturer/Seller - Trade and Production company "JG" General partnership Waldemar Fedyk and co with its registered office in Chełmża at ul. Chełmińskie Przedmieście 19, KRS 0000011830, NIP 875-000-26-39;
3. Buyer - an entity purchasing the Goods/Product from the Seller under the conducted economic activity;
4. Parties - the Seller and the Buyer jointly.
5. Goods/Product - products in the Seller's commercial offer.
6. Agreement - a legal transaction made between the Seller and the Buyer under which the parties have regulated the terms of cooperation regarding the purchase and delivery of the Goods, including the determination of, among others: its type, quantity, price, place, date of delivery and payment date.

II. Placing and fulfilling orders

1. Orders should be submitted in electronic form to the following address: m.pilch@jgchelmza.pl or m.kulwicka@jgchelmza.pl.
2. By placing an order, the Buyer confirms that he has read the GTCS.
3. The order should contain the index/name of the product, color, quantity, method of collecting the goods and the Buyer's data in accordance with the entry in the National Court Register or the Central Register and Information on Economic Activity.
4. The person placing the order is obliged to present a copy of an excerpt from the National Court Register or Central Register and Information on Economic Activity and the decision to assign NIP and REGON numbers at the first order and each time after introducing changes significant for settlements with the Producer.



5. The manufacturer is obliged to provide a written or electronic answer as to accept or reject the order within 3 working days from the date of placing the order by the Buyer. In the absence of the Seller's response within the abovementioned period, it is considered that the order has been accepted.
6. Simultaneously with the information about the acceptance of the order, the Seller will indicate the date of the order fulfillment to the Buyer. This period is determined individually and depends on the terms of the Agreement, including payment and production capacity. Late payments may result in the suspension of the completion date.
7. In the event of a delay in the execution of the order, the Seller undertakes to immediately inform the Buyer of the reasons of the delay.
8. Orders are carried out in quantities that are multiples of collective packaging, while the basic packaging is a pallet.
9. Transactions not exceeding PLN 1,000 (in words: one thousand zlotys) Gross are prepaid.
10. The date and time of the collection of the Goods by the Buyer are determined by phone or e-mail no later than 24 hours before the planned collection, subject to point IV sub-point 3.

III. Prices and payment conditions

1. The price of the Goods is determined by the Manufacturer and presented to the Buyer in the form of an offer sent electronically.
2. The Seller is entitled to adjusting the prices accordingly to changes in the amount of costs.
3. At the request of the Buyer, it is possible to perform technological tests (max. 50 items):
 - 3.1. Color test during the production of a given product - PLN 500,
 - 3.2. Color, grammage, raw material test requiring tool assembly - PLN 1,200.
4. Upon collection, the customer bears all costs of taxes, duties and additional fees related to delivery.
5. If the price is specified in a currency other than Polish zloty (PLN), the price on the invoice will be the equivalent of the currency rate according to the selling rate of the currency announced by the National Bank of Poland on the day prior to issuing the invoice.
6. If it is not indicated whether a given price is a net or gross rate, the applicable price is always a net price. Applicable VAT will be added to this price.
7. The payment date will be indicated in the content of the issued VAT invoice, as agreed by the Parties.



8. For delays in commercial payments, the Seller reserves the right to charge statutory interest and issuance of interest notes.

9. If the Buyer fails to settle the payment on time, the Seller may change its deadline for fulfilling of obligations and extend the term of the realisation of the order. The seller may also request the payment of the entire amount and set an additional payment date for this purpose, and in the case of default on the payment within the additional period, the Seller may withdraw from the contract and charge the Buyer a penalty in the amount corresponding to the overdue gross amount increased by 25%.

IV. The delivery of goods

1. The transport and delivery conditions of the Goods are in accordance with the conditions presented in the offer and are held in accordance with the INCOTERMS rules.

2. If the transport conditions are not presented in the offer, the delivery of the Products takes place according to rules EXW Chełmża, ul. Chełmińskie Przedmieście 19.

3. The Buyer is obliged to collect the ordered Goods within 14 days from placing it at the disposal of the Buyer.

4. In the event of failure to collect the goods within the time limit referred to in point 3 above, the Seller has the right to issue an invoice for uncollected goods, according to previous arrangements.

5. The cost of storing the goods in the warehouse for up to 14 days is included in the price of the goods, above this period, the Seller has the right to charge storage fees in the amount of PLN 1 per pallet /day.

6. The Buyer undertakes to comply with the conditions of transport and storage, available at www.jgchelmza.pl.

7. The buyer undertakes to immediately check the condition of the shipment, including the quality and quantity of delivered goods. Discrepancies must be noted on the bill of consignment or proof of issue and reported to the carrier and the Seller in writing. The absence of complaints after collection of the goods by the Buyer will be considered as confirmation of correctly delivered goods quantitatively and qualitatively.

V. Collective packaging

1. The sold goods are packed in accordance with the Manufacturer's standards specified in technical documentation of the goods made available at the Buyer's request.



2. The collective packaging is a pallet with dimensions of 120x80 cm, the unit price is net in accordance with the applicable price list of the pallets Manufacturer constituting Appendix No. 1 to the GTCS. The value of the pallets is indicated in a separate item on the VAT invoice.
3. Collective packaging may be returned according to an earlier agreement between the Parties.
4. If the pallets are not returned, the Seller may charge the Buyer for the non-returned pallets on the basis of a separate VAT invoice.
5. Returned pallets are subject to qualitative and quantitative acceptance, the Buyer is responsible for any shortages and damage.

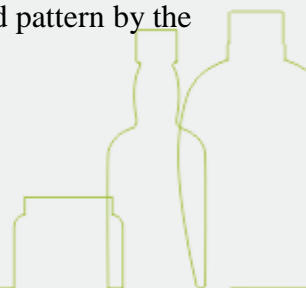
VI. Guarantees and complaints

1. The Buyer is obliged to carefully inspect the Goods at the time of the collection and to notify the Seller in writing or by e-mail in case of:

- 1.1. any quantitative shortages within 2 working days from the delivery of the Goods;
 - 1.2. any quality defects within 10 working days from the delivery of the Goods, via the submission of a sample of defective goods along with labels from pallets of goods.
2. Failure to meet the deadlines described above results in the expiry of all claims of the Buyer for quality and quantity complaints.
3. If notification of the defect is given in due time, the Seller has 2 working days to respond to quantity issues and 7 working days from receiving the samples to respond to other claims.

JG Company may:

- 3.1 remove the defect by introducing corrections;
 - 3.2 propose an exchange;
 - 3.3 accept the defective goods and refund the price paid for the defective goods, or grant a price discount.
4. Due to the nature of production and material, packaging defects are acceptable at the level of 3% of the delivery volume, and for packaging with a significant defect in the form of holes in the bottom, the allowed level is 1%.
5. Before each production of packaging in a new color, the Buyer is obliged to send back the approved (signed) color pattern prepared earlier by the Seller. Failure to provide the above-mentioned pattern by the



Buyer will result in the suspension of the production at the Seller's side, until the reception of the approved color pattern.

6. The Seller is not responsible for changing the quality requirements of the Buyer in the course of commenced production and after handing over the packaging. All new arrangements must be preceded by the consent of both Parties and may be introduced from the next order after their approval.

7. The buyer is not entitled to withhold payments due to warranty claims or other claims of any kind.

8. JG Company is liable for damages only in the event of willful misconduct or gross negligence on its part. JG Company is not responsible for secondary losses, in particular for lost profits, etc.

9. The JG company is not responsible for the lack of compatibility of the packaging with the closure (caps) ordered from another manufacturer, if the Buyer fails to deliver physically (or in the form of technical documentation) an exemplary closure (cap).

10. Complaints do not cover the Buyer's claims if they result from a change in closure (cap) of the packaging after the approval of packaging designs.

11. The return of defective Goods requires the prior consent of JG Company. If the goods are returned without consent, the JG company may refuse to accept the returned goods and it may also return the same goods at the customer's expense.

12. If during the processing/use of the goods it turns out that it contains defects, the Buyer must refrain from further use of the goods. The buyer is obliged to secure the defective goods and store them in original packaging until the exchange or return. The consumption of more than 10% of the goods delivered as part of the lot for which the defect has been reported will be tantamount to acceptance by the Buyer of the quality of the entire lot of such goods and forgoing of pursuing claims related to it.

The Buyer is obliged to provide the Manufacturer with the representative samples of the complained goods, necessary to carry out expertise, enable on-the-spot examination of the behavior of the goods during processing, as well as providing the necessary information on the processing technology or the conditions in which the goods were used.

13. Before placing an order, the customer is obliged, based on the received design/patterns, to carry out tests on his own for the packaging of the product to a PET container.

VII. Final Provisions

1. The General Terms and Conditions of Sale are applicable to each concluded sales contract.



2. Any disputes that arise in relation to the realisation of this agreement will be firstly resolved through negotiations. In case of disagreement, the appropriate court to resolve the dispute will be the court appropriate to the area where the headquarters / registered office of the Seller is based.
3. The agreement between the parties may change in the case of introduction of effective legal acts.

