

GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR THE PROVISION OF SUPPLIES
(hereinafter: GTC) BY

GRANPAK SP. Z O.O.

(hereinafter: the Printing House)

§1

Definitions

Contract – an agreement under which the Customer orders the production and eventual delivery of a Product specified in the Order submitted in response to the Offer, undertakes to collect the Product and pay the agreed remuneration, and the Printing House undertakes to the Customer to manufacture the Product and its possible delivery to the agreed place once or in several batches.

Customer – entrepreneur, legal person or organizational unit which is not a legal person, to whom the Act confers legal capacity, who submitted an Inquiry or with whom the Printing House concluded a Contract.

Product – goods produced within the enterprise run by the Printing House, in particular packaging made of solid or corrugated cardboard.

Inquiry – Customer statement directed to the Printing House via email, mail, or personally delivered, covering all the necessary data for the Printing House to make an Offer, including the quantity of the Product, packaging method, technical specification including material, construction, color, functional features, and the expected date and the possible place of delivery of all or part of the Product.

Offer – the Printing House's statement, addressed to the Customer via e-mail, mail or personally delivered, placed on the "Offer" form, in response to the Inquiry, including such information as: circulation, raw material, colors, scope of bookbinding works, customer contact details and place of delivery, estimated date of completion, delivery conditions, unit price, method of payment, method of transport.

Order – Customer statement directed to the Printing House via e-mail in the form of an attachment (PDF, JPG), mail, or personally delivered, placed on the "Order" form or the Customer form previously received from the Printing House.

Defect of the product – a physical defect of the product, within the meaning of article 556¹ of the Civil Code.

Responsible Person – an employee of the Printing House authorized to represent the Printing House in contacts with the Customer in the scope specified in these GTC.

Hard Proof - digital print simulating printing on an offset machine; serves as a pattern for the client's acceptance of colors, as well as a color pattern for the printer (excluding Pantone colors).

Plotter pattern - a sample of the packaging cut out on solid or corrugated cardboard, allowing to physically check the dimensions of the packaging and the correctness of the structure (excluding perforations).

§2**Offer; Order; Contract conclusion**

1. In order to receive an Offer from the Printing House, it is necessary to send an Inquiry to the Sales Department or the Printing House Calculation Department (Handel@granpak.pl). The Inquiry may be submitted in any form so long as its content enables the preparation of the Offer.
2. In the event of doubts arising on the side of the Printing House resulting in the inability to prepare the Offer, the Customer will be asked to complete the Inquiry with the necessary data.
3. The responsible person preparing the Offer is entitled to make declarations of will binding the Printing House to the extent necessary to conclude the Contract on the conditions resulting from the prepared Offer.
4. If the Printing House is unable to perform the service to which the Inquiry relates, the Customer will be informed by the Responsible Person via e-mail, in person or by phone.
5. The offer includes, in particular, the cost of providing the service, the cost of the tools necessary to complete the order, the cost of any transport, and the estimated time of completion. An integral part of the offer is the raw material specification and the technological specification (number of colors, refinement, printing, bookbinding processes, etc.).
6. The offer may be accepted only directly, without the possibility of making changes by the Customer. The Customer's reservation of changes in the Order in relation to the content of the Offer shall be deemed to be in the event of doubt for a new Request. All Printing House offers are considered as offers that can be accepted only without reservations within the meaning of art. 681 § 2 of the Civil Code.
7. The prices listed in the offer require confirmation after the Customer has sent the graphic files. In the event of significant deviations between the assumptions of the offer and the final data received, the Printing House has the unilateral right to change the price or refrain from providing the service until the Customer adjusts the graphic files to the arrangements on which the offer was based.
8. If the Offer is accepted, the Customer should complete the relevant part of the previously received "Order" form, completing all the fields of the form or fill in his own form.
9. The completed "Order" form should be sent via e-mail to the address zamowienia@granpak.pl or the e-mail address of the Account Manager from the Printing House.
10. Within 72 (seventy-two) hours falling on working days counting from the moment of placing the Order, the Printing House shall confirm the acceptance of the Order by the Customer or reject it. If the Printing House is silent, the Printing House shall be deemed to have rejected the order.
11. The contract is concluded at the time of confirmation of the order, whereby paragraph 7 above shall apply accordingly.

§3**Order completion time, tolerance of quantity**

1. Estimated order completion time is:
 - a) New product - about 15 working days from graphic and prototype acceptance.
 - b) Resumption - about 15 working days.
2. The exact deadline will be confirmed after receiving the order.
3. The Printing House reserves the right to unilaterally extend the deadline if the Customer fails to provide the materials necessary to complete the order on time, in proportion to the customer's delay. Acceptance of graphic files, die-cut lines, models etc. is also considered as such.
4. If the Customer withdraws from the contract for reasons not attributable to the Printing House or if the materials necessary to complete the order are not delivered within 30 days of placing the order, the Customer will be required to pay for the raw material and tools prepared for the order.
5. The Customer will be informed by the Printing House about the circumstances threatening the timely implementation of the Contract, as well as about the remedial measures taken.
6. In the absence of other arrangements at the stage of preparation of the Offer, quantitative defects shall not be deemed to be a situation in which the number of packages falls within the limits set below:
 - a) in the case of an Order for 10,000 packages or less - up to +/-8% in relation to the quantity indicated in a given Order
 - b) in the case of an Order for more than 10,000 pieces of packaging - up to +/-5% in relation to the quantity indicated on the given Order

§4**Tools; Production process**

1. The Customer acknowledges that in order to make the ordered packaging, it is necessary to prepare appropriate elements of the production process, such as a die-cutter, CTP plates, matrices and other auxiliary materials. The Printing House is entitled to charge the Customer with the costs of making the above items. At the same time, the Customer acknowledges that the Printing House is not obliged to issue the abovementioned elements to him, unless otherwise specified in the content of the Order.
2. If the costs of the tools are covered by the Printing House, the Customer undertakes to complete the orders in a predetermined time in accordance with the estimation adopted during the preparation of the price offer, otherwise the recipient will be charged with the cost of the tools minus the cost calculated in the completed orders.
3. Die-cutters are disposed of without having to inform the Recipient after one year from the date of the last production carried out with their use.
4. A In the printing process, the Printing House will be guided by the indications of printing art, including ISO 12647-2. Deviations from the standard resulting from ISO 12647-2 standards are allowed only at the explicit request of the customer.
5. After prior agreement with the Printing House, the Customer has the opportunity to supervise the production process through a posted employee. The date of acceptance must be agreed by

both parties in advance. The Customer will be informed of any costs. Acceptance on the part of the Customer may not suspend or hinder the production process and movement of the Printing House enterprise.

6. The Printing House has the right to charge the Customer for unjustified suspension or delay of production based on the man-hour rate assigned to a given machine.
7. If the Customer participates in the acceptance process, the deadline for completing the Order is extended by the period of waiting for acceptance.

§5

Additional services

1. The Customer may order the Printing House to carry out Hard Proof in order to accept the color. The printing house has the right to charge the customer with the costs of the graphic service and the costs of making Hardproof based on the price list made available on request.
2. The Customer may order the Printing House to carry out the Plotter Sample. The printing house has the right to charge the customer with the costs of construction service and the cost of making plotter samples based on the price list made available on request.

§6

Product collection and transport rules; Materials and Product storage costs

1. The Customer may use the transport service offered by the Printing House, take advantage of the offer of an external carrier or provide his own transport. Determining the method of receipt and transport of the Product is one of the elements of the Contract, which is specified in the Order or in the Offer.
2. The product covered by the given Order is considered to have been released:
 - a) upon receipt of the Product in the event that, in accordance with the Order, the Printing House was obliged to deliver them to the Customer;
 - b) upon the release of the Product, and if it occurred earlier, the date of expiry of the deadline indicated in §6 para. 4, when, in accordance with the Order, the Customer, including a third party acting on his behalf, was obliged to collect the ordered Products
3. When the Product is released, the Customer bears the burdens associated with such Products issued and the risk of accidental loss or damage.
4. If the Customer is obliged - in accordance with the Order - to collect Products manufactured under a given Order, such collection must take place within 7 (seven) days from the date of informing the Customer by the Printing House about the implementation of the subject of the given Order, unless something another clearly results from the content of a given Order.
5. In the event of delays in collecting Products on the part of the Customer, the Company is entitled to charge fees:
 - a) PLN 1.50 for each day of storage of one pallet containing packages not picked up by the Customer on time.
 - b) PLN 20 for transporting each pallet to the warehouse.
6. Notwithstanding the authorization described in para. 5 the Printing House, in a situation where the Customer does not collect the Products manufactured under a given Order within the period referred to in paragraph 4 above, is entitled pursuant to art. 492 of the Civil Code to withdraw from the Contract without setting an additional deadline for the Customer. The customer is obliged to repair the damage that the Printing House incurred in connection with the non-performance of the obligation,

in the scope of which includes, in particular, the costs of all materials and labor used to perform the order, as well as lost profit and costs of product disposal, including the costs of storing the product until its disposal. After 30 days of withdrawal from the Contract, the product not picked up by the Customer will be disposed of.

7. The entrepreneur is obliged to comply with the Printing House guidelines on how to transport and / or store the Product under pain of losing the rights under the warranty for defects, in particular:
 - a) The delivered Products should be stored on pallets, in racks, in closed rooms where it is possible to properly control the temperature and humidity, regardless of external conditions. The Customer is obliged to store the products in their original, closed packaging, at a recommended temperature of 10 to 25 ° C and a relative humidity of 50% -60%.
 - b) The delivered Products should be protected from direct sunlight or another source of heat (heaters), as well as solvent and water vapors. It is not recommended to store products near open gates, in places where there is a risk of unforeseen air drying and temperature drop. Any unused residues of a given batch should be repacked and wrapped in stretch foil. Products received should be subject to the principle that the goods stored for the longest time in the warehouse are issued first.
8. The Printing House is not responsible for any deficiencies and inconsistencies in the product resulting from faulty storage, packaging, labeling, processing, sorting and use of the packaging received for purposes other than guaranteed.
9. At the Customer's request, a declaration of conformity / quality specification is issued for delivery.

§7

Complaints

1. The Complaint Procedure regulated in these GTC constitutes a contractual modification of liability under the warranty for defects in things, regulated by the provisions of the Civil Code. The Customer's rights and the corresponding obligations of the Printing House are exhaustively regulated in these GTC. Due to the nature of the Product made in the Printing House, the auxiliary application to the Printing House's liability of the Civil Code provisions regarding warranty for defects in goods is excluded.
2. The Printing House shall be liable to the Customer for Product Defects arising from circumstances attributable to the Printing House. The Printing House's liability for Product Defects is implemented only as part of this Complaint Procedure, under pain of the Customer losing his rights in this respect..
3. The submission to the court or arbitral tribunal of a claim or application, the subject of which will be claims under Product Defects, before the date of exhaustion of the Complaint Procedure, shall be treated as premature.
4. In the event that the quantity of advertised products is less than 2% of the ordered goods, with

the exception of critical complaints affecting the safety of the product, the entire delivery shall be deemed consistent.

5. The shelf life of the Products is 3 months from the date of manufacture. Only products within the given shelf life will be subject to the complaint procedure.
6. The Customer is obliged to examine the Product immediately after taking possession of it. In the case of a Product delivered in parts, the obligation to examine immediately applies each time to the first and subsequent batches of the Product.
7. If as a result of testing the Product by the Customer a Product Defect is revealed, the Customer shall notify the Printing House about it within 14 days and secure evidence of a Product Defect and will ensure that damage resulting from the existence of a Product Defect is minimized. The customer will make a declaration on the appropriate form (see Annex 1 - Complaint Form).
8. All complaints and qualitative comments should be submitted in writing, electronically to the e-mail address: jakosc@granpak.pl or by post. In the case of other forms of notification, complaints will not be considered.
9. All noticeable quality defects, leading to loss of functionality and suitability, as well as quantitative deficiencies and mechanical damage during transport should be reported immediately after their identification. In this case, it is required to draw up an appropriate report (with the carrier) when accepting the packaging for storage.
Acceptance of goods without preparing a report and forwarding a copy to the carrier by the recipient means that there are no objections to transport.
10. If the Product is released to the carrier indicated by the Customer, it is presumed that the Product was in a good condition at the time of its delivery to the carrier. The Printing House shall not be liable for Defects arising in the Product after passing the risk of its damage or loss to this carrier.
11. The Printing House shall not be liable for Defects arising in the Product after passing the risk of its damage or loss to the Customer's contractor.
12. Complaints shall be considered only on the basis of evidence of non-compliance (sample of defective goods) and pallet tags necessary to identify the claimed batch of product. The customer should allow access to the goods in the unaltered state. In case of any ambiguities related to a given complaint, the goods should be secured and blocked until final arrangements.
13. A complaint shall be considered within 14 days of receipt of the abovementioned evidence of non-compliance. In a situation where the reason for the irregularity is a defect in the raw material used in the production of the advertised packaging / label, the deadline for consideration is conditioned by the procedures imposed by the material suppliers.
14. After noting the impact of the Complaint, contact with the Customer will be conducted by the Quality Department until the complaint is fully resolved.
15. During the Complaint Procedure, the Customer will be entitled to receive current information on the status of the Complaint, the steps taken and their results, through the Quality Control Department Manager.

16. If it is necessary to check the facts related to the Product Defect, in particular the need to submit the Product to an expert opinion, the need to check the condition of the Product or its part or to meet with the Customer or third parties, the deadline of the Complaint Procedure may be extended by no more than 60 days. The Head of the Quality Control Department will inform the Customer about this fact, giving the reason for extending the Complaint Procedure and a new deadline for its completion.
17. In the course of examining complaints within the time limits referred to in para. 13 or 16 above, the Customer is not entitled to repair the Good or to entrust such repair to a third party. All actions taken by the Customer that go beyond the scope of the complaint procedure hereby carried out at the sole expense and risk of the Customer.
18. If it is necessary to check the facts related to a Product Defect, in particular the need to subject the Product to an expert opinion, the need to check the condition of the Product or its part, the Customer may be asked to deliver the Product or part of it to the place indicated by the Printing House, in particular to the place of its manufacture. The customer is obliged not to dispose of the product under pain of acknowledging the unreason ability of the complaint and thus rejecting it.
19. In the event of a positive consideration of the Customer Complaint, the Printing House shall cover the costs related to the complaint. in particular the costs of transporting the Product and other costs of the Complaint Procedure.
20. If the Complaint is manifestly unjustified, including the complaint in bad faith, the Customer will be required to cover the documented costs of the Complaint Procedure.
21. The method of completing the Complaint Procedure, indicated in the summary of the complaint, is final and binds the Parties. All claims of the Customer due to a Product Defect will not be asserted in court until the Complaint Procedure is completed.
22. Regardless of the date of disclosure of the Product Defect, claims for Product Defects expire after three months from the date of delivery of the Product to the Customer or a third party designated by him. Filing a Complaint after the abovementioned term has no legal effects. Complaints submitted after the deadline will be left without further progress.
23. The Customer is obliged to comply with all of the above recommendations in order to be able to submit claims related to the defectiveness of the packaging received.
24. Filing a complaint does not release the Buyer from payment within the set time limit for the ordered goods.

§8

Payments; Printing House's authorization in the event of non-payment

1. Each remuneration of the Printing House indicated in the Orders is net remuneration and will be each time increased by VAT at the rate applicable at the time the tax obligation arose.
2. The date of payment of the remuneration is the day on which it is credited to the Printing House's bank account. In the event that the Printing House does not record the payment within the deadlines indicated in the relevant invoices, it will be entitled to suspend the issue of packaging still in its possession. The Printing House reserves the right to suspend the delivery of

products to the Customer in the event of the Customer's arrears in relation to the Printing House exceeding 14 days of payment delay of any due payment.

3. The use by the Printing House of the right indicated in paragraph 2 will not give rise to any liability on her side.

§9

INFORMATION CLAUSE when collecting personal data

Please be advised that GRANPAK Sp. z o.o. with headquarters in Andrychów (34- 120) Przemysłowa 30, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, XII Commercial Department of the National Court Register under the number KRS: 0000321286, NIP: 5512291724 , REGON: 852522380, on behalf of which they operate: Marczak Ryszard - Partner, Korczak Mariusz - Partner is the Administrator of Personal Data. The data will be processed for order processing and commercial purposes. Providing data is voluntary. The processing is lawful because it is necessary to perform the contract to which the customer is a party. The recipients of the data may be entities dealing with IT, accounting or legal support of the data administrator. The customer has the right to withdraw consent at any time. Personal data will be processed until the end of the limitation period for claims of the data controller and in relation to him. The customer has the right to request the administrator to access personal data, rectify it, delete or limit processing, as well as the right to lodge a complaint to the supervisory authority. In case of questions regarding the processing of personal data, please contact the Personal Data Administrator.

§10

Communication of the Parties

1. The Parties undertake to exchange information for the purposes of implementing the Agreement via e-mail, traditional mail, or directly by authorized employees. Whenever the Agreement or the General Conditions provide for the need to make a statement or send information, without clearly indicating in what form the statement or information is to be made, the Parties are entitled to use the forms of communication provided for in this section.
2. The agreement on the forms of exchange of information between the Parties shall not be binding whenever a legal provision provides otherwise, requiring a written form or a special form.
3. Any changes to the Agreement or modifications of the Parties' rights and obligations under these General Terms and Conditions require a documentary form for their validity.
4. Unless the provisions of the Agreement or the General Conditions provide otherwise, statements or information may be exchanged between the Parties through authorized employees. In the event of doubt as to the authority of a Party's employee or the scope of such authorization, the Parties are entitled to request the submission of an appropriate power of attorney from persons authorized to represent the Party in the light of a current excerpt from the relevant register.
5. In disputable matters, it is assumed that the submitted statement binds the Party if it was made

by an employee of the Party via the e-mail address operating within the official website domain of the Website or by post using the Party's letterhead - unless it is shown that the declaration was made as a result of the tort of a Party employee or a third party.

§11

Certificates and authorizations

The Party (the Customer of Granpak) acknowledges that under agreements binding it with Granpak it will be required to complete surveys, questionnaires, forms, etc. related to the operation of quality systems and product safety (ISO, BRC) and product origin control (FSC), which - by concluding the Contract with Granpak - agrees.

§12

Rules of responsibility

1. In order to secure Customers' claims, the Printing House has a valid civil liability insurance policy, whose sum insured amounts to PLN 5,000,000.
2. The Printing House's liability for lost profits is excluded.
3. The Printing House's liability for the lack or improper performance of the subject of the Contract is limited to the amount constituting the total remuneration of the Printing House agreed in the Contract.
4. The Printing House shall not be liable for any improper performance of its obligations imposed by the Contract in the event that the given Customer fails to meet the obligations provided for in the Order and / or the GTC.
5. The Printing House has the right to refuse to perform its obligations imposed by the Contract or the General Conditions in whole or in part if it suspects that a given Customer's activity is not in accordance with the law, in particular when it infringes the intellectual property rights of third parties. The implementation of this right by the Printing House does not give rise to any liability for damages on its side.
6. The Printing House is not responsible for the visual or aesthetic effect as well as the broadly understood ergonomics of packaging made based on:
 - a) project presented by the client;
 - b) project made by the Printing House and previously accepted by the Customer.
7. The three most important regulations currently affecting packaging/packaging material manufacturers form the basic legal framework for packaging in terms of consumer protection:

1/ Regulation (EC) No 1935/2004 of the European Parliament and of the Council of 27 October 2004 on materials and articles intended to come into contact with food and repealing Directives 80/590/EEC and 89/109/EEC.

2/ Commission Regulation (EC) No 2023/2006 of 22 December 2006 on good manufacturing practice for materials and articles intended to come into contact with food.

3/ Commission Regulation (EU) No 10/2011 of 14 January 2011 on plastic materials and articles intended to come into contact with food.

8. The only functional barrier preventing migration of substances from packaging to food inside is: glass and metal. According to the above regulations, if there is no such barrier, in order to ensure full safety of produced packaging, it is recommended to use appropriate raw materials: low-migration inks/varnishes/adhesives and food contact printing base.
9. When standard raw materials are used, please, be informed, that it will not be possible to issue a declaration of conformity (for food contact).

§13 Confidentiality

1. The Parties agree that the information each Party will provide to the other in connection with the negotiation, conclusion or performance of the Contract shall be treated by the other Party as confidential. The parties are obliged to ensure, within a period of 24 months from the date of termination of cooperation, due protection of confidential information provided to each other and use it only for the purposes of implementing the Contract.
2. Confidential information is in particular those regarding financial, tax, technical, commercial matters, know-how, concepts, strategies or sources and methods of financing the Parties.
3. The Parties shall not consider confidential information which:
 - a) are publicly available information at the date of disclosure;
 - b) are already known to the Parties on the date of signing the Contract and this knowledge has been acquired in accordance with the law, in a manner unrelated to the implementation of the subject of the Contract;
 - c) after conclusion of the Contract, were obtained by a Party from third parties, which in turn did not obtain such information directly or indirectly from the other Party and did not otherwise violate any obligation of confidentiality;
4. In the event that a Party, in accordance with generally applicable legal regulations, in particular at the request of relevant state authorities operating within its powers, discloses confidential information provided to it by the other Party in the framework of the implementation of the Contract, the restrictions arising from this paragraph shall not apply and such action will not give any responsibility to the Party disclosing information.
5. Providing the Printing House with the graphic design of the packaging is tantamount to the Customer submitting a statement that:
 - a) he is entitled to such design intellectual property rights enabling the production of ordered packaging;
 - b) the project provided by the Customer does not constitute an act of unfair competition;
 - c) he project provided by the Customer does not infringe the rights of third parties or broadly understood advertising standards.
6. The Customer undertakes to repair any possible damage to the Printing House in the event of any claims related to the breach of declarations within the meaning of paragraph 5. In the meaning of the preceding sentence, damages shall be understood in particular as the costs of any damages or indemnities, also paid on the basis of settlements or similar agreements, broadly understood costs of the trial, including all costs of legal aid as well as possible administrative sanctions.

§14 Final Provisions

1. Should one or several provisions of these GTC prove invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.
2. The Contract, GTC and related rights and obligations of the Parties are subject to Polish law, irrespective of the place of the Customer's seat, place of incorporation and place of delivery of the Product. For contracts subject to these GTC, the Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on April 11, 1980.
3. The Parties agree that:
 - a) stipulation of fees or contractual penalties indicated in this Contract does not exclude the possibility of seeking compensation exceeding their amount;
 - b) termination of the Contract, including withdrawal from it by either Party, irrespective of their reasons, does not preclude seeking the fees or contractual penalties indicated in this Contract.
7. Unless there is a written notification of a change of correspondence address or a written or electronic notification of a change of email address, all traditional and electronic correspondence addressed to the addresses of the Parties indicated in the Order shall be deemed delivered no later than on the date of the second notification in the case of traditional mail and at the time of sending in the case of email.
8. The Printing House is entitled to unilaterally change the GTC, in particular in the event of changes in the law, the internal regulations of the Printing House or the broadly understood market situation, if these circumstances affect the performance of the subject of the Contract.
9. The changes referred to in para. 2 shall apply as soon as the GTC are available in the new wording on the website indicated in the GTC definition.
10. Any disputes arising from the Contract, including disputes regarding claims related to withdrawal from the Contract or pursued after such withdrawal, will be submitted for resolution to the court competent for the Printing House's registered office.
11. The General Terms and Conditions shall enter into force on 01/01/2020.

GRANPAK sp. z o.o.	COMPLAINT FORM	Form nr PS.02/B	
		Edition 2	Date of issue:
		Complaint's registration number:	

Complaint number:		Company name:	
Order number:		Concerns raw material delivery dated:	
Palette / Lot number			
Product name:			
Delivered quantity:			
Quantity from complaint:			
Reason* (please, enter the correct number):			
Attachments / samples delivered:			
Notes:			
Suggestions for complaint resolving:			
Prepared by (contact details):			
	Name and surname	e-mail; phone number	date
Result considered complaint (filled in by Granpak)			Signature and closing date of the protocol:

*Reason of complaint (please, enter the correct number in the column 'Reason'):

- 1.**Product non-compliance with the order **2.** Printing error **3.**Incorrect colors **4.** Cracks on creases **5.** Flow of varnish **6.** Material incompatibility **7.** Dissection of cardboard **8.** Stains, dots, scratches on the print surface **9.** Unsticking at the place of gluing **10.** Cross-glued packaging **11.** Errors in the description of collective boxes / palette **12.** Other.