

GENERAL TERMS AND CONDITIONS

§ 1. Scope

1. The General Terms and Conditions of Delivery (hereinafter referred to as "GTC") shall specify the terms and conditions of cooperation between Pollux Packaging Sp. z o. o. Sp. K. hereinafter referred to as the "Supplier" and the party placing an order with the Supplier, hereinafter referred to as the "Customer", collectively referred to as the "Parties".
2. These GTC shall only be applicable to companies pursuant to the art. 431 of the Code of Civil Procedure.
3. Any cooperation between the Parties shall be solely based on contract templates as specified in these GTC.

§ 2. Prices

1. The prices as specified in the sales offer, presented in writing or orally are, unless otherwise emphasized, including transportation costs of the packaging to the place of delivery as agreed between the Parties with the delivery terms DAP "destination". All costs as Customs clearance, tax, VAT etc. are solely costs of the Customer.
2. Any changes concerning the place of delivery of packaging by the Customer or placing partial orders shall be subject to amendments of the agreed price and must be agreed upon by both Parties.
3. The price as agreed by both Parties can be renegotiated in the event of the occurrence of circumstances resulting in substantial change in production costs, in particular, raw material, energy and workforce costs.
4. All offers are normally valid for 30 days, from date of presentation for deliveries in current price regulation's quarter.

§ 3. Terms and conditions of delivery

1. The date of the delivery shall on each order be specified by the Supplier and is considered as confirmed by the Customer unless immediate reaction within the following day.
2. Transport of the purchased order must commence within 3 working days from the date of the confirmed readiness as specified by the Supplier. After this date, the Supplier shall be entitled to calculate any costs arising from storing the ordered goods.
3. The persons authorized to make representations, in particular placing orders, on behalf of the company, are authorized to make representations on behalf of the parties.
4. The Supplier shall supply the ordered number of packaging to the Customer as agreed individually between the parties, subject to possible differences in quantity, according to the following production tolerances in the production of flexo printed and unprinted corrugated cardboard as well as offset printed solid board packaging:
 - a) Up to 2.000 items +/- 35%
 - b) More than 2.000 items up to 3.000 items +/- 20%
 - c) More than 3.000 items up to 5.000 items +/- 12%
 - d) More than 5.000 items up to 10.000 items +/- 10%

For offset printed corrugated cardboard items:

- a) Up to 2.000 items +/- 20%
- b) More than 2.000 items +/- 10%

For offset printed manually glued POS stands

- a) For all quantities +/- 10%

5. The number of items on the pallets as presented in the sales offer is an approximate calculation and subject to change.
6. If no specific pallet dimensions (Length, Width and Height) are informed by a Customer, the Supplier will stack the pallets according their standard palletizing operations.

§ 4. Pallets/Top boards

All lids, one-way pallets, EUR pallets or other packaging material required to transport the purchased orders are, unless otherwise agreed, included in the price of the packaging items. The pallets, tops etc., are not returnable nor refundable.

§ 5. Payment delays

1. The Customer shall pay statutory interest for each day of payment delay.
2. The Supplier may withhold the performance of the delivery if the Customer fails to make any payments in due time.

§ 6. Tools and designs

1. The Customer shall cover the costs of preparing the packaging (graphic works, printing plates and die cutting tools, etc.)
2. The Supplier shall dispose of the used tools and make new tools at the Suppliers cost in the event of which the Supplier shall own the aforementioned tools.
3. If the Customer fails to order a given type of packaging within 18 months from its last production, the Supplier shall be entitled to dispose / trash of the tools used for its production without warning the Customer.
4. All technical drawings and graphic designs made by the Supplier shall become the Suppliers property.

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Regon: 362517180
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§ 7. Food packaging

The packaging produced by the Supplier is not intended for direct contact with food unless special certification for specific packaging is issued.

§ 8. Storing of Corrugated cardboard and solid board:

- Products should be stored to prevent them from getting damp, wet, stained and/or damaged.
- Storing on pallets.
- Storing temperature 5 – 30 degrees Celsius.
- The distance of heating devices should be safe enough to prevent the products from drying, deforming and losing their properties.
- Warehouse humidity 27 – 65% RH.
- The room be air-conditioned if the temperature and humidity are not equal.
- The pallets must be opened only before use.
- Storing rooms should be dry and airy, if possible not located deep in soil, without additional smells (mustiness), with dry and dust-proof floors.
- Double stacking of originally secured pallets is allowed after prior arrangement with Supplier.

§ 9. Quality tolerances

1. The tolerance of displacement of graphic elements in relation to the creasing and / or cutting line is +/- 2mm.
2. The acceptable color deviation in relations to the pattern depends on the paper quality. The tolerances are:
 - $\Delta E \leq 2$ for white kraftliners
 - $\Delta E \leq 3$ for recycled papers and spot colours (PANTONE)
 - $\Delta E \leq 5$ for recycled papers and CMYK colours, as well as other high transparency colours.

§ 10. Claims

1. Any claim shall be made by the Customer in writing, specifying a detailed purpose of the claim, detailed description of defect with photographs/samples of the packaging and including the following data for identification purposes:
 - a) Name of the packaging
 - b) Delivery note number
 - c) Delivery date
 - d) Delivery number
 - e) Quantity of claimed packaging.
2. The Customer should indicate any incomplete deliveries on the day of delivery. Any claims concerning qualitative discrepancies should be made as soon as possible after its discovery, but no later than 30 days after receipt of the goods. The Customer shall draw up a complaint report and send it by email to the Supplier.
3. The Supplier shall examine the complaint within 7 working days. The Customer shall grant access to the packaging in the unaltered state. The claimed goods shall be at the Suppliers disposal until the claim is settled. The decision concerning the claim shall be made within 14 working days upon its notification, depending whether the claim is subject to the decision of an independent appraiser.
4. If the goods are produced according to design and technical conditions approved by the Customer, they shall not be subject to claim.
5. In case of justified complaints, the Suppliers shall promptly replace or repair the packaging according to further agreement with the Customer.

§ 11. Final provision

1. These GTC are subject to the domestic laws of Poland.
2. Any disputes arising out of or in connection with these GTC shall be governed by Polish law and settled by applicable court of the complaining party.
3. If during the performance of these GTC and party should file for bankruptcy or is declared bankrupt as filed by creditor, or if recovery proceedings are initiated or the Party is put into liquidation, the Party shall promptly notify the other Party about this fact.
4. In case of any discrepancies as specified in the agreement/sales offer and these GTC, the provisions of the agreement/sales offer shall prevail.
5. These GTC shall be effective as of 02.08.2021.

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