

General Terms for the Sale of Goods of TFP Sp. z o. o.

(effective as of May 15, 2022)

§ 1. General provisions

1. These General Terms of Sale shall determine the rules for the conclusion of sales agreements on the goods offered by TFP Sp. z o.o. Dziećmierowo (ul. Katowicka 26, 63-035 Kórnik), entered in the Register of Entrepreneurs of the National Court Register under number 0000039932, hereinafter referred to as "**TFP**".
2. These General Terms of Sale, hereinafter also referred to as "**GTS**", constitute an integral part of all sales agreements concluded with TFP Sp. z o.o.
3. An agreement is concluded based on the Buyer's order. An Agreement is concluded when TFP confirms to the Buyer that it has accepted the order for execution. The notification shall be sent by e-mail, fax, or in any other way accepted for concluding agreements of this type and shall provide a link to the website where these GTS are available (www.tfp.com.pl/ows). The GTS shall bind TFP and the Buyer, unless the parties agree separately, explicitly, and in writing that the entirety or specific provisions of these General Terms and Conditions of Sale do not apply to a given order or agreement.

§ 2. Terms of delivery

1. The delivery of goods purchased by the Buyer is carried out based on their Order under the prepared and accepted project taking into account customer requirements. The manufacturing process follows Commission Regulation (EC) No. 2023/2006 of December 22, 2006, and the specifications of the finished product. For packaging in contact with food, the requirements in the following appendices shall apply :

Appendix 1 Specification for TFP direct contact offset packaging

Appendix 2 Specification for direct contact printed sheets

Appendix 3 Specification for TFP intermediate contact Flexo packaging

2. The order may be placed in writing (e-mail, fax) and specify the exact name and address of the Buyer, the products, the quantity ordered, and the date and place of delivery.
3. All damages resulting from inaccurate or defective orders shall be borne by the Buyer.
4. The person signing the order on behalf of the Buyer is authorized to enter into an agreement to purchase goods and incur obligations in connection therewith.
5. TFP may accept the order in whole or in part.
6. TFP agrees to exercise due diligence to deliver the ordered goods to the Buyer without delay. Delays in the delivery of goods shall not provide grounds for any claims by Buyer against TFP, particularly claims for damages or withdrawal from the agreement.

7. If TFP is unable to deliver due to force majeure, the Buyer shall not be entitled to any claims for damages resulting from non-performance or undue performance of its obligations. Force Majeure events include but are not limited to disruptions in plant operations not attributable to TFP, restrictions caused by a governmental order, natural disasters, strikes, lack of electricity, etc.

8. Unless otherwise agreed by the parties, TFP goods are sold under the terms of EXW TFP (*ex-works TFP*).

9. The goods sold shall be packaged following TFP's requirements and technical conditions, and in special cases, as agreed by the parties.

10. Transport packaging (pallets, decks)

a). Transport packages on which the goods are delivered shall remain the property of TFP unless the parties have agreed on another way of settlement.

b). in the case of returning pallet carriers, the Buyer shall be obliged, at each call of TFP, to prepare the pallets in its possession for release, as well as to load them on the means of transport sent by TFP for collection. The pallets should be returned within 60 days of the receipt of goods. If the Buyer fails to return the pallets within the aforementioned period, TFP shall be entitled to charge the Buyer for the cost of the unreturned pallets per the currently applicable price list.

c). TFP maintains a systematic turnover record of pallets and decks that are returnable. TFP shall provide the Buyer with a current pallet carrier balance regularly (at least quarterly). The returns of pallets/decks shall be agreed upon by the Buyer with TFP on a case-by-case basis. Upon the return of pallets/decks, the Buyer shall provide TFP with a warehouse document confirming the quantity and type of pallets/decks returned.

11. The goods which cannot be delivered to the Buyer for reasons attributable to the Buyer within the agreed time shall be stored by TFP at the Buyer's expense and risk. TFP reserves the right to place such goods at a third-party warehouse, at the Buyer's expense, if the Buyer has not collected these goods within 7 days of receiving the request from TFP to collect them. The period of paid storage of goods can last for a maximum of 90 days. After this period, TFP shall be entitled to dispose of the goods at the Buyer's expense.

12. The goods being the subject of a sales agreement may be delivered to the Buyer in the agreed quantities, however, subject to possible variations in quantity in accordance with manufacturing tolerances:

- up to 500 pieces: +/- 30%

- from 501 to 1000 pieces: +/-20%

- from 1001 to 3000 pieces: +/-15%

- from 3001 to 5000 pieces: +/-10%

- more than 5000 pieces: +/-5%

The above tolerances apply separately to each paperboard format, type/ kind of paperboard, packaging, and each delivery. TFP shall not suffer any negative legal consequences from this.

14. All orders are placed by the Buyer at the Buyer's risk. TFP shall not be liable to any third party for any infringement of industrial property rights, such as patent rights, utility model rights, geographical indications, or copyright and neighboring rights in connection with the ordered goods. The Buyer agrees to indemnify and hold harmless TFP of and from any claims against TFP arising out of any violation of the foregoing rights in connection with the ordered products.

§ 3. Terms of payment

1. The terms of payment, both general and for individual orders, shall be included in the sales agreement between TFP and the Buyer. The payment deadline in each case is specified in days and counted from the date of the invoice.

2. The date of payment by the Buyer shall be the date of crediting TFP's bank account, indicated each time on the VAT invoice.

3. The Buyer becomes the owner of the ordered goods upon the full and timely payment for those goods. TFP reserves the ownership of the sold item, as defined by the provisions of art. 589 of the Civil Code.

4. In the event of late payment, TFP shall be entitled, without further notice, to demand statutory interest for late payment applicable on the invoice payment date (on an annual basis). Interest for late payment is calculated from the day following the due date.

5. If the Buyer delays payment for the delivered goods for even one invoice, TFP shall be entitled to demand the immediate payment of all outstanding invoices, even if the payment deadlines for them have not passed.

6. In the event of a delay in payment or reasonable doubt as to the Buyer's solvency or creditworthiness, TFP shall be entitled, without prejudice to its other rights, to demand advance payments and/or down payments for deliveries not yet made.

7. If a sale is made with deferred payment, TFP may demand security for payment in the form of a bill of exchange, surety, guarantee, or another form mutually agreed upon. If a delay in payment arises, TFP is entitled to proceed to enforce the debt without further notice. TFP may refrain from enforcing a debt to the Buyer if the Buyer provides viable security for the debt.

8. The Buyer may only set off its claims against TFP at any time with the Buyer's consent, and without the Buyer's consent a set-off may only be effected if the claims arise from the same agreement, are undisputed, and have been expressly acknowledged by TFP in writing or have been finally adjudicated by a court.

9. In the event of overdue payments by the Buyer, failure to pay interest on late payments, or if TFP obtains information on the deterioration of the Buyer's financial standing, in a manner that may adversely affect the performance of the Buyer's obligations under the agreement concluded with TFP, the execution of subsequent orders may be suspended until the appropriate payments are made or payment is secured in a manner agreed separately by TFP.

10. Filing a complaint does not entitle the Buyer to withhold payment for the delivered goods or a part thereof.

11. The Buyer agrees to immediately notify TFP in writing of any change to its registered office or place of residence and mailing address. Failure to provide this information shall render effective any service made to the addresses indicated in the order or signed contracts or other agreements.

§ 4. Terms for the Storage of Cardboard Products

- a). The product shall be stored in a manner that protects it from moisture, wetting, dirt, and damage.
- b). Storage temperature 5-30°C.
- c). Storage humidity 27-65% WW.

§ 5. Complaints

1. All complaints, if any, must be reported to TFP immediately and in writing.
2. In the case of quantity complaints, a claim may be filed:
 - a) for complaints arising from the incorrect loading of goods - on the day following unloading of the goods at the latest;
 - b) for complaints arising from damage during transport - at the latest on the day of unloading the goods.

In both cases, the Buyer must make a note on the waybill about the type of damage to the purchased goods (statement of absence or damage). The note on the waybill must be signed by the driver who made the delivery.

3. Quality complaints may be submitted by the Buyer within 7 days from the date the defect was detected but no later than within 14 days from the date the goods were released to them, enclosing a sample of the goods being complained about or photographs describing the defect along with information making it possible to identify the packaging (package name, number of delivery document, order number).
4. Complaints in relation to the sold goods will be considered after they are properly documented by the Buyer. If the Buyer finds quality defects in the product or lack of its declared quantity, they are obliged, when submitting a complaint, to present the label (sign) from the pallet from which the sample for inspection was taken, and to specify the manufacturing order number of the questioned batch in the complaint protocol. TFP undertakes to examine the Buyer's complaint within 14 days from the date of its submission. If the Buyer does not agree with the verdict of the quality complaint, the Parties agree that the complaint (regarding the fact of occurrence of the defect, its nature, the scope of occurrence, cause, and impact on the value of the product) shall be resolved by an independent expert - Institute of Polymers and Chemical Fibres, ul. M. Skłodowskiej-Curie 19/27, 90-570 Łódź, whose decision will be binding for the Parties. The cost of the expert report shall be borne by the losing party.
5. If the complaint is found to be justified, TFP may, at its discretion, either replace the goods with new goods free from defects or agree on another mutually acceptable solution. Dealing with a complaint in the manner described above excludes the possibility of claiming further compensation.
6. Until the complaint is finally considered, the Buyer is obliged to store the goods complained about properly, preventing any possible damage or shortages.

7. Failure to report a complaint within the aforementioned time limits results in the loss of the Buyer's right to make a complaint.
8. TFP is not responsible for damage caused during the unloading of the goods.
10. TFP shall not be liable for damage caused by the Buyer's improper use or storage of the goods.
11. TFP shall be entitled to withhold from the Buyer's claims under the complaint until the Buyer has paid all outstanding amounts due to TFP.
12. In matters concerning TFP's liability for defects in the goods sold, the provisions of the Civil Code on warranty for physical and legal defects shall apply respectively, taking into account the provisions of this paragraph.

§ 6. Final provisions

1. The provisions of Polish law shall apply in matters not regulated by these GTS.
2. TFP and the Buyer shall seek to amicably settle any disputes arising in connection with the performance of agreements covered by these GTS. If it is not possible to resolve the matter amicably, the competent court to resolve the dispute shall be the common court having jurisdiction over TFP's registered office as of the date of the suit.
3. The Buyer hereby excludes the application of its own terms of purchase or sale in executing this agreement with TFP.