



## **General Terms and Conditions of Sale/Delivery of Goods TFP Sp. z o. o.**

(in force from 10.04. 2025)

### **§ 1 General provisions**

1. These General Sale/Delivery Conditions determine the rules of concluding sale and delivery agreements of goods offered by TFP Sp. z o. o. Dzieńmierowo (ul. Katowicka 26, 63-035 Kórnik), entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000039932, hereinafter referred to as "TFP".

2. These General Terms and Conditions of Sale/Delivery, hereinafter also referred to as "GTCS", constitute an integral part of all sales agreements and delivery agreements concluded with TFP Sp. z o.o.

3. The agreement is concluded on the basis of the Customer's order. The agreement is concluded if TFP confirms to the Customer acceptance of the order for execution. The notification shall be made by e-mail or in another manner accepted for conclusion of this type of agreements and shall indicate a link to the website on which the content of these GTCS is located ([www.tfp.com.pl/ows](http://www.tfp.com.pl/ows)).

4. GTCS shall bind TFP and the Customer, unless the Parties agree separately, expressly and in writing that the entirety or specific provisions of these General Terms and Conditions of Sale/Delivery shall not apply to a given order or agreement. In the situation when the Customer remains in permanent commercial relations with TFP, then acceptance by the Customer of the GTCS in one transaction, in the case of no express reservation, shall mean acceptance of application of GTCS in all other sales agreements or delivery agreements concluded between the parties.

### **§ 2 Terms of delivery**

1. The delivery of goods ordered by the Customer is carried out on the basis of the Customer's Order in accordance with the prepared and accepted project taking into account the requirements of the Customer. The production process is in accordance with Commission Regulation (EC) No 2023/2006 of 22 December 2006 and specifications of the finished product. In case of packaging intended for contact with food, the requirements contained in specifications for direct or indirect contact with foodstuffs apply. Should it be necessary to obtain such documents, Sales Department or Customer Service Department are to be contacted.

2. The order may be placed in writing (sent by e-mail) and shall specify the exact name and address of the Customer, assortment, quantity ordered, date and place of delivery.

3. Any damage resulting from the inaccuracy of the order or its faulty drafting shall be borne by the Customer.

4. The person signing the order on behalf of the Customer is authorised to conclude the agreement for the purchase of goods/delivery agreement and to incur obligations in connection therewith.

5. TFP may accept the order in whole or in part.

6. TFP undertakes to use its best endeavours to ensure that the ordered goods are delivered to the Customer without delay. Delays in the delivery of goods may not be the basis for any claims of the Customer against TFP, in particular claims for damages or withdrawal from the agreement.

7. If TFP's inability to deliver is due to force majeure, the Customer shall not be entitled to any claims for compensation for damage resulting from the non-performance or inadequate performance of the obligation. Events defined as force majeure shall include, but not be limited to, disruptions in plant operations not attributable to TFP, restrictions caused by orders of authorities, natural disaster, strikes, lack of electricity, epidemics, etc.

8. Unless otherwise agreed between the parties, TFP goods shall be sold/delivered under the terms and conditions EXW TFP (*ex works TFP*).

9. The goods sold/delivered will be packed in accordance with the requirements and technical conditions of TFP and, in special cases, as agreed by the parties.

10. Transport packaging (pallets, lids):

a). The transport packaging in which the goods are delivered shall remain the property of TFP, unless the parties have agreed a different method of settlement.

b). In case of the return of pallet carriers, the Customer shall be obliged, at any request of TFP, to prepare the pallets in its possession for release, as well as to load them onto the means of transport directed to it by TFP for collection. The pallets should be returned within 60 days of receipt of the goods. In the event of failure to return/release the pallets by the Customer within the aforementioned period, TFP may charge the Customer with the cost of the unreturned pallets in accordance with the currently applicable price list.

c). TFP maintains a systematic record of the turnover of pallets and lids that are subject to return. TFP shall regularly (at least quarterly) provide the Customer with the current balance of pallet carriers. Returns of pallets/lids shall be agreed by the Customer with TFP each time. When returning pallets/lids, the Customer shall be obliged to provide TFP with a warehouse document confirming the quantity and type of pallets/lids to be returned.

11. Goods which cannot be delivered to the Customer for reasons attributable to the Customer at the agreed time shall be stored by TFP at the expense and risk of the Customer. TFP reserves the right to place such goods in the warehouse of a third party, at the expense of the Customer, if, after sending the Customer summons to collect the ordered goods, the Customer has not collected them within 7 days of receiving such summons. The period of paid storage of the goods may last for a maximum of 90 days. After the expiry of this period, TFP is entitled to dispose of the goods at the cost of the Customer, charging the Customer additionally for the price of the goods.

12. Goods which are the subject of a sale or delivery agreement, subject to para. 13, may be delivered to the Customer in the agreed quantities subject, however, to possible quantity discrepancies in accordance with production tolerances:

- up to 500 pieces: +/- 30%
- from 501 to 1000 pieces: +/-20%
- from 1001 to 3000 pieces: +/-15%
- from 3001 to 5000 pieces: +/-10%



- over 5000 pieces: +/-5%

The above tolerances apply separately to each cardboard format, type of cardboard, packaging and each delivery. TFP shall not incur any negative legal or financial consequences on this account.

13. For delivery of offset packaging/displays, the following tolerance is permitted for the following volumes:

- up to 500 pieces: + 20%, - 10%
- from 501 to 1000 pieces: +15%, - 10%
- from 1001 to 5000 pieces: +10%, - 5%
- over 5000 pieces: ±5%

The above tolerances apply separately to each type of packaging and each delivery.

14. All orders are placed by the Customer at its risk. TFP shall not be liable towards third parties in the event of any infringement of industrial property rights, such as rights under patent, utility model, geographical indication or copyright and related rights, in connection with the ordered goods. The Customer undertakes to indemnify TFP against all liability and claims which may be made against TFP, in the event of infringement of the aforementioned rights, in connection with the ordered goods, and to cover all damages incurred by TFP as a result thereof.

### § 3 Payment terms

1. The terms and conditions of payment, both general and for individual orders, shall be contained in the sales or delivery agreement concluded between TFP and the Customer. The payment term in each case shall be specified in days and shall be calculated from the date of the invoice.

2. The date of payment by the Customer shall be the date on which the amount due is credited to TFP bank account, indicated each time on the VAT invoice.

3. The Customer shall become the owner of the ordered goods at the moment of full and timely payment for these goods. TFP reserves the right of ownership to the sold item, within the meaning of article 589 of the Civil Code.

4. In the event of late payment, TFP shall be entitled, without further notice, to claim interest for late payment in commercial transactions applicable on the date of payment of the invoice (on an annual basis). The interest for late payment in commercial transactions shall be calculated from the day following the date on which the due date has elapsed.

5. Should the Customer exceed the deadline for payment for the delivered goods resulting from at least one invoice, TFP is entitled to give the immediate due status to payments resulting from all invoices, the payment deadlines for which have not yet elapsed.

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

7. If sale/delivery with a deferred payment date is made, TFP may demand security for payment in the form of a promissory note, surety, guarantee or other mutually agreed form. If a delay in payment arises, TFP shall be entitled to proceed to enforce the debt without further demand for payment. TFP may refrain from

enforcing the debt against the Customer if the Customer provides viable security for the debt.

8. The Customer may only set off its receivables against TFP at any time with its consent in writing under pain of nullity, and without such consent, a set-off may only take place if the receivables arise from the same agreement, are undisputed and have been recognised by TFP in writing under pain of nullity in an undisputed manner, or have been awarded by a final court judgment.

9. In the event of overdue payments on the part of the Customer, failure to pay interest for late payments or in the event TFP obtains information on deterioration of the Customer's financial situation, in a manner which may adversely affect the performance of its obligations under the agreement concluded with TFP, the execution of subsequent orders may be suspended until the appropriate payments are made or payment security is established in a manner agreed separately by TFP.

10. Lodging a complaint shall not entitle the Customer to withhold payment for the delivered goods or any part thereof.

11. The Customer undertakes to notify TFP immediately in writing of any change of its registered office or place of residence and address for service of correspondence. Failure to give notice shall mean that deliveries made to the addresses indicated in the order or in signed agreements or other agreements shall be deemed to be effective.

### § 4 Conditions for Storage of Goods

1. Goods should be stored in such manner as to protect them from becoming damp, wet, dirty and damaged.

2. TFP shall not be liable for defects in the Goods or damage caused by the Customer's failure to comply with storage recommendations. The goods are a product sensitive to changes in temperature and humidity. In winter period, the distance from heating devices should ensure complete protection of the goods from drying, deformation and loss of their functional properties.

3. Goods should be stored on pallets, in the following conditions:

- Storage temperature 5-30°C
- Moisture content in storage hall 30-70%WW

4. The shelf life of the goods is 1 year from the date of manufacture.

### § 5 Parameters and quality tolerances

1. Unless otherwise agreed by the parties in writing or by electronic means, the following deviations shall be deemed permissible:

- a). raw material weight tolerance +/- 5%
- b). tolerance of the ECT parameter for the raw material before conversion +/- 10%.
- c). deviation tolerance for pattern dimensions +/-2mm
- d). internal dimensional tolerance +/-2mm
- e). absolute moisture content of multi-ply paperboard shall be between 6 % and 9 %.



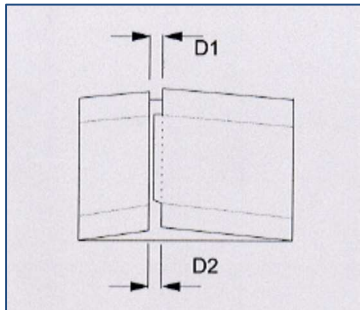
f). flatness of the cardboard: the deflection shall not be more than 4% of the dimension in which the deformation occurred



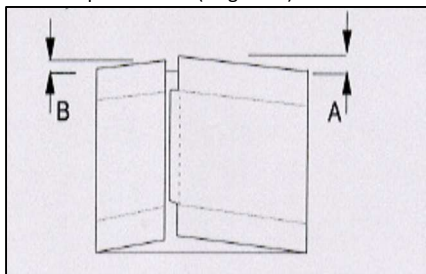
Example: if the dimension L is 1000 mm, the deflection H must not be greater than 40 mm.

g). correctness of folding of the packaging:

- when the box is closed, the gap between the folded flaps of the longer sides shall be  $2\text{ mm} \pm 1\text{ mm}$
- fishtail: the difference between maximum distance D1 and minimum distance D2 should be less than or equal to 3mm (target = 0)



- check of the cardboard skewness, which is the difference in height between A and B, should be no less than or equal to 2mm (target = 0)



h). tolerance for positioning of breakaway ribbon +/- 2mm

i). permitted offset of the graphic elements in relation to the creasing and/or cutting line is +/- 3 mm

j). under-printing, losses, spots, dots of 0.5 mm in diameter and 3 pieces up to 1.5 mm / 1m<sup>2</sup> and 20 pieces up to 1.00 mm / 1m<sup>2</sup> are allowed.

k). permissible colour discrepancy with respect to the master (the default master is a digital library containing colour standards - Pantone Master Standard Digital Data) depends on the quality of the substrate and is as follows:

- $\Delta E_{2000} \leq 2$  when using kraftliner and GC solid cardboard substrates,
- $\Delta E_{2000} \leq 3$  when using a substrate of testliner white papers and GD solid cardboard,
- $\Delta E_{2000} \leq 3$  when using substrates in the form of brown/grey papers, whereby the measurement is carried out against the colour standard produced during the first

production run made by TFP for the respective Customer. In case of unbleached substrates, the supplier reserves the right not to reproduce certain colours, relative to Pantone library entries, at a level of  $\Delta E_{2000} \leq 3$ ,

- excluded from the above dependencies are special paints: in particular metallic, pastel and neon paints as well as highly transparent paints, which due to their characteristics do not have precisely defined quality parameters and in this respect liability for possible defects is excluded,
- in special cases, the difference may be  $\Delta E_{2000} > 5$ , yet upon the Customer's prior approval.

2. TFP stipulates that the creases made may bend to a maximum of 120 degrees. In case of creases/dents, the appearance of cracks in the paper on the inside is permissible.

## § 6 Complaints

1. All complaints, if any, must be reported to TFP immediately and in the written form.

2. In the case of quantitative complaints, a claim may be made:

a). for complaints arising from incorrect loading of goods - at the latest on the day following the unloading of goods;

b). for complaints arising from damage during transport - at the latest on the day of unloading of the goods.

In both cases, it is necessary for the Consignee to annotate the consignment note with the type of damage to the purchased/delivered goods (statement of shortage or damage). The annotation on the consignment note must be signed by the driver who performed the delivery.

3. Quality complaints may be lodged by the Customer within 7 days of the date on which the defect was detected, but no later than within 14 days of the date on which the goods were handed over to the Customer, enclosing a sample of the goods under complaint or photographs showing the defect along with information making it possible to identify the packaging (name of the packaging, number of the delivery document, order number).

4. The Customer shall make the goods under complaint available to TFP at its request for verification.

5. Complaints with respect to sold/delivered goods shall be considered after they have been properly documented by the Customer. If the Customer finds quality defects in the goods or a lack of the declared quantity of goods, the Customer is obliged, when submitting a complaint, to present the label (tag) from the pallet from which the sample was taken for inspection and to specify the production order number of the questioned batch in the complaint protocol.

6. TFP undertakes to consider complaint no later than within 14 days from the date of its lodging. In the event that the Customer does not agree with the manner of processing the quality complaint by TFP, binding for the Customer and TFP shall be the settlement of complaint (with respect to the fact of the occurrence of the defect, its nature, scope of occurrence, cause and influence on the useful value of the product) by an independent expert, whose decision shall be binding for both parties. The cost of the expert opinion shall be borne by the losing party.

7. If the complaint is recognised as justified, TFP may, at its discretion, either replace the goods with new, defect-free goods



or agree on another solution acceptable to both parties. The settlement of the complaint in the manner described above excludes the possibility for the Customer to make further claims against TFP for the goods under complaint.

8. Until the complaint is finally considered, the Customer shall be obliged to store the goods under complaint in an appropriate manner, preventing their possible damage or shortage. Breach of the above obligation by the Customer shall result in releasing TFP from responsibility for defects of the goods in question.

9. Failure to lodge a complaint within the time limits stipulated above shall result in Customer losing its right to lodge a complaint.

10. TFP shall not be liable for damage caused during the unloading of the goods.

11. TFP shall not be liable for damage caused by improper use or storage of the goods by the Customer.

12. TFP shall have the right to withhold settlement of the Customer's complaints until the Customer has paid all outstanding amounts due to TFP.

13. In matters relating to TFP's liability for defects in the goods sold/delivered, the provisions of the Civil Code relating to warranty for physical and legal defects apply accordingly, taking into account the provisions of this article.

14. Any other additional costs which may arise during the execution of the order through the fault of the supplier, e.g. repacking, foiling, banding, manual unloading, etc. will be calculated based on the average hourly rate applicable in the country concerned. These costs must be approved in advance by TFP.

## **§ 7 Specification of goods**

Product specifications and declarations of conformity for specific goods are available from TFP Sp. z o. o. If such documents are required, Sales Department or Customer Service Department are to be contacted.

## **§ 8 Liability**

1. In cases, when the Customer supplies TFP with the finished packaging design and dimensions, it is responsible for complying with the legal requirements for optimising the dimensions of the ordered packaging in relation to the product for which it is to be used.

2. If the Customer commissions TFP to design packaging for a specific product, TFP shall be responsible for optimising the design and dimensions of that packaging, provided that the Customer provides all necessary information on the product for which the packaging is to be designed.

3. The Customer is responsible for the content commissioned to TFP for printing on the ordered packaging with regard to content, correctness of the language version and the obligation to use the required markings depending on the market into which the Customer intends to introduce the given packaging.

4. TFP shall use raw materials in production which comply with the requirements applicable in the European Union. In case of particular quality requirements with respect to papers, paints, varnishes, adhesives, barrier coatings and others, which are to constitute components of the ordered goods, the Customer is

obliged to inform TFP thereof by including such information in the order

5. With respect to the above provisions, it is the Customer's responsibility to know the legal regulations of the country in which the goods are to be launched on the market. In case of special legal requirements, it is obliged to inform TFP thereof by including such information in the order.

6. TFP is responsible for following the Customer's guidelines as set out above and not interfering with the packaging design without the Customer's approval.

7. The Customer undertakes to ensure that the designs and dimensions of the packaging submitted to TFP, the printing on the ordered packaging and the markings to be included on the packaging do not infringe the intellectual property rights of third parties, including in particular industrial property rights and copyrights.

The Customer shall be fully responsible for infringement of intellectual property rights of third parties, including, in particular, infringement of industrial property rights and copyrights due to the design and dimensions of the packaging provided to TFP, the imprints on the ordered packaging and the markings to be included on the packaging. In the event that any entity asserts claims against TFP for the above violations, the Customer undertakes to indemnify TFP against any and all liability and claims which may be directed against TFP and to cover any damages incurred by TFP as a result thereof.

8. At the request of the Customer, TFP shall provide the necessary information on the compliance of the materials from which the goods are made with Directive 94/62/EC of the European Parliament and of the Council of 20 December 1994 on packaging and packaging waste.

## **§ 9 Final provisions**

1. In matters not regulated in these GTCS, the provisions of Polish law shall apply.

2. TFP and the Customer shall strive to amicably settle any disputes arising in connection with performance of agreements covered by these GTCS. Should the amicable settlement be impossible, the competent court to resolve the dispute shall be the common court having jurisdiction over the registered office of TFP as of the date of initiating legal proceedings.

3. The Customer hereby excludes the application of its own terms and conditions of purchase or sale or supply upon execution of the sales or delivery agreement with TFP.