

## **GENERAL TERMS AND CONDITIONS OF COOPERATION WITH PACK PLUS**

These General Terms and Conditions of Cooperation constitute the general terms and conditions of the agreements within the meaning of Article 384 of the Civil Code.

### **ORDER PLACEMENT AND SALE**

1. Each order shall be valid if made in writing and should include at least: the name / code of the goods ordered / dimensions / quantity / fixed unit price / date / place of delivery or place of receipt.
2. The order should be sent in electronic form to the e-mail address of the Head of the Sales Department or to the e-mail address of Pack Plus: zamowienia@packplus.eu or by fax: 033/4446390.
3. The order for new designs should be supported by the declaration of the Ordering Party that the designs are free from claims and third party rights. In the absence of such a declaration Pack Plus assumes - as above, and in the event of any third party claims arising therefrom, the Ordering Party shall be fully liable for any infringement of intellectual property rights, personal rights and personal data of third parties whose rights have been exercised and declares that in case of any disputes and claims arising the Ordering Party shall release Pack Plus from any liability in this regard.
4. Pack Plus assumes that the person placing the order is authorised to represent the Ordering Party and to conclude agreements on his behalf.
5. It is assumed that the prices indicated in the order are the prices agreed upon which have previously been accepted by Pack Plus on the basis of materials and information concerning the order provided by the Ordering Party.
6. Print designs submitted by the Ordering Party to Pack Plus in electronic form (e.g. CD, e-mail, FTP) will be treated by Pack Plus as copies thereof. They will be returned, after their use in the printing preparation process, upon written request of the Ordering Party within 7 days from the date of receipt of the request,

however not later than within 14 days from the date of termination of cooperation. On expiry of that period, the designs will be destroyed.

7. Only written works accepted by the Ordering Party, especially digital printouts with description of colour selection or signed machine trial printout made by Pack Plus will be considered as printing patterns. Detailed procedure for the delivery of designs has been described in the "Prepress Specification" provided to the Ordering Party by an employee of the Sales Department, the Ordering Party is obliged to become familiar with its content.
8. The order will be executed only after obtaining by Pack Plus the Ordering Party's approval of the printing pattern described in point 6. Standard period of order execution is 14 - 16 working days after receipt of the acceptance of the pattern. In case of necessity to use non-typical materials the above-mentioned period may be extended.
9. Any modifications to the design after acceptance of an order for execution by Pack Plus will be treated as a new order cancelling the previous one.
10. Any modifications of the order should be made in writing, otherwise being null and void.
11. Before the delivery of the product by the Ordering Party with his own means of transport, the Ordering Party is obliged to provide Pack Plus, at least one day before the acceptance of the product, with a list of persons authorised to accept the product, including the name and surname of the driver and the registration number of the vehicle which will be used for transportation of products.
12. For each batch of delivered products Pack Plus will prepare a stock issue confirmation (CI) document. The CI document will contain at least the following data: CI No. / date of issue / place of delivery / product range / quantity of goods / Bill of Lading No.
13. The Ordering Party undertakes to collect the ordered product within 30 days after the order execution date. If the product has not been collected within the above-mentioned period, Pack Plus has the right to charge the Ordering Party with additional storage costs for

uncollected product.

14. Pack Plus is obliged to promptly notify (by fax or by email) the Ordering Party of any occurrence that may cause suspension / restriction of delivery, and the Ordering Party shall notify Pack Plus of any occurrence that may affect the suspension / restriction of the product acceptance.

15. Pack Plus shall not be liable for delays in order execution resulting from force majeure. Force majeure shall mean, among others, equipment or printing machines malfunctions, power outages.

### **COMPLAINTS**

16. Pack Plus stipulates that the delivery is deemed to be consistent with the order if the estimated percentage of products subject to complaint is less than 2% of the quantity ordered (qualitative parameters of 98% of the products meet the allowed tolerance range in accordance with specification).

17. Pack Plus, for technological reasons, reserves the right to tolerance for the delivered volume of products of  $\pm 5\%$  in case of orders exceeding 10,000 printed sheets and  $\pm 7\%$  in case of orders of less than 10,000 printed sheets.

18. Dimensional tolerance for typical dies, perforators, knives, cutting tools, and confectionery tools are  $\pm$  double thicknesses of the material used. Specifications for other expectations each time will be confirmed separately by Pack Plus.

19. It is recommended to store labels / packages on pallets or shelves in room with automatic air-conditioning or in room with effective temperature and humidity control and where constant monitoring of these conditions is ensured. Packages, labels and shrink wrap labels must be stored sealed in original packaging with the following parameters: storage height of max 6 layers, storage room temperature should be between 18 and 25 C, humidity 45% - 65%, but the difference in humidity between the storage room and the production hall near the working machine should not exceed  $\pm 10\%$  RH. Packages should be protected against direct sunlight, radiators or other sources of heat, solvent vapours and water. Labels / packages should not be stored or used for

manufacturing in drafts, close to open gates, where there is a rapid air cooling or air drying. After unpacking the unused part of the batch should be repackaged and stretch-wrapped. Products should be stored so that the products with the shortest shelf lives should be used first. Labels supplied on rolls must be stored on a flat side. Opened cartons with packaging intended for manufacturing should have been stored near the packaging machine in its close proximity at least 12 hours before commencement of manufacturing process. Shelf life: 6 months from the date of manufacture for paper and cardboard packaging and 3 months from the date of manufacture for shrink wrap labels.

20. As a standard, packing in Pack Plus is carried out at room temperature, with a humidity of 45% - 65% and products are stored under such conditions unless the Ordering Party informs Pack Plus in writing about unusual technological requirements concerning packing (e.g. gluing hot packaging, wet packaging, dusty packaging) or storage (e.g. deep freezing), in such case Pack Plus will, as far as possible, comply with the guidelines of the Ordering Party or will inform the Ordering Party about the impossibility to meet these conditions and will suggest possible alternative solution.

21. The Ordering Party acknowledges that packing should be carried out after 8 hours from the date of delivery of the product if the conditions of transport of the packaging, and in particular the temperature during transport differed from room temperature. Pack Plus shall not be liable for defects resulting from non-compliance with these conditions.

22. Pack Plus shall not be liable for defects in the product resulting from improper storage and using packaging for purposes other than those declared by the Ordering Party.

23. Any concerns about the quality of products must be reported in writing and fall within shelf lives specified in point 19. Any complaints regarding apparent defects, including quantity complaints (worthless or useless product) must be reported immediately upon detection.

24. Complaints should be made in writing, otherwise being null and void.

25. Complaints shall be accepted only when submitted with proof of inconsistency (identification tag, sample). If any doubt arises regarding the complaint, the product should be suspended until the complaint is considered and the final arrangements are made. The deadline for considering inconsistencies for manufacturing reasons is 14 days from the date of receipt of proof of inconsistency in the complaint, in case of material reasons, the deadline will be set by the supplier of materials.

26. Pack Plus liability for damages is limited to actual, typical, reported and proven loss, and it is conditional upon wilful act and/or gross negligence of Pack Plus. Liability shall not cover lost profits and in each case it is limited to the value of delivered products. Moreover, liability of Pack Plus shall not cover damage resulting from failure to exercise due care by the Ordering Party.

27. In any case, the batch of the product subject to the complaint should be protected for the purpose of carrying out quality assessment and / or quantitative assessment by representatives of the Ordering Party and Pack Plus.

The Ordering Party's compliance with the above recommendations is the condition for making any claim against the Supplier relating to inconsistency of labels / packaging during manufacturing process and after leaving the production line.

#### **PAYMENTS**

28. Pack Plus will issue VAT invoices for products accepted by the Ordering Party. The Ordering Party undertakes to pay amounts due under each invoice in accordance with the terms and conditions as well as the deadline specified therein.

29. In case of any disputes the provisions of the Civil Code shall apply.

30. The common court having jurisdiction over the registered office of Pack Plus shall be the court competent to settle disputes after the exhaustion of the mediation and amicable settlement of the dispute.

*We would like to inform you that we are open to any other suggestions that aim to improve the co-operation and the quality of our services and products. Placing an order shall be*

*tantamount to accepting the above-mentioned General Terms and Conditions of Cooperation. Any other provisions to the contrary require new written terms and conditions of cooperation mutually agreed upon by the Parties.*

#### **BUYER'S STATEMENT**

**I hereby declare that I have read and accepted the content of the General Terms and Conditions of Cooperation on behalf of the Company that I represent  
PACK PLUS Sp. z o.o. Sp.k.**

.....**Date and signature**