

§ 1. GENERAL PROVISIONS

1. Pursuant to these General Sales and Delivery Conditions [hereinafter referred to as: GSDC] - Alpha Paper Pack Sp. z o.o., based in Woźniki 1D, 62-260 Łubowo, registered in the National Court Register in Poznań with the number KRS 0000238422, NIP [VAT registration number]: PL7842302099, share capital of PLN 50,000 [hereinafter referred to as the Supplier] shall conclude contracts for the delivery or sale of the products it offers with natural persons who are entrepreneurs as well as corporate bodies and organisational units without a legal personality [hereinafter referred to as the “Buyer”].
2. Definitions:
 - a) **Contract** - a contract for the sale or delivery made by and between the Buyer and the Supplier of which these GSDC are an integral part.
 - b) **order** – a Buyer’s offer to conclude a Contract made to the Supplier in a written or documented form, including but not limited to e-mail, fax or any other format, especially when such an offer follows a request for quotation submitted by the Buyer to the Supplier to which the Supplier has responded
 - c) **documented form** – a statement made on any information carrier making it possible to become familiar with its contents, provided the person submitting the statement can be identified, especially when the statement is submitted by e-mail or fax
 - d) **written form** – a statement made on a document signed with a handwritten signature.
 - e) **confirmation of order acceptance** – the form entitled “order confirmation”
3. These GSDC regulate all Contracts as well as legal and actual activities and documents related to the conclusion, performance and expiry of the Contract.
4. These GSDC are an integral part of any Contracts concluded and performed by the Supplier and shall be binding throughout the period of commercial cooperation, provided that, if the Parties have regulated their rights and obligations in the Contract, the provisions of this Contract take precedence over the provisions of these GSDC which shall then apply in cases not regulated in the Contract. Regulations or supplements different from the GSDC shall relate only to a given Contract.
5. The Supplier shall make it possible for the Buyer to become familiar with the contents of the GSDC at any time, including but not limited to the moment of concluding the Contract. If there are no separate arrangements made in writing, the acceptance of these GSDC by the Buyer as part of the first Contract signed with the Supplier is understood as accepting them for subsequent Contracts and any events, activities and documents related to them.
6. These GSDC shall apply as at the date of concluding the Contract (unless the Parties have agreed otherwise in a documented form). Unless the Supplier and the Buyer have not decided otherwise in writing under pain of invalidity, it is not allowed to use any contract templates or rules of procedure of the Buyer including when the Buyer has not objected explicitly as regards their exclusion. The Contract may be concluded by the Supplier on the condition that only these GSDC shall apply to it and in particular that no conditions

- put forward by the Buyer shall apply (defensive clause).
7. The provisions of these GSDC shall in no way exclude or restrict the rights and claims of the Supplier towards the Buyer stemming from mandatory laws.

§ 2. CONTRACT CONCLUSION

1. Contracts shall be concluded on the basis of the Buyer's order placed with the Supplier in a documented or written form. The Supplier shall not be liable for inaccuracies in the order, but shall nonetheless try to remove them as far as possible.
2. In the order, the Buyer shall provide details concerning individual features of the ordered products and the information related to the correct execution of the order, including but not limited to: quantity, product range, colours, materials, technical requirements for the ordered goods, methods and conditions of production as well as the precise name and address of the Buyer and the place of delivery.
3. If it is necessary for the process of executing the order, the Buyer shall provide the Supplier with calibrated and clean seeds sufficiently early for the order to be executed correctly. The seeds considered uncleaned by the Supplier during the process of quality control shall be sent back or cleaned by the Supplier upon prior agreement with the Buyer. The Supplier shall provide the Buyer with a separate VAT invoice for the resulting costs.
4. Deliveries are made on the basis of orders placed by the Buyer and confirmed by the Supplier. Such an order constitutes an offer within the meaning of the Civil Code, the Buyer being bound by the placed order as long as he does not withdraw it in accordance with Article 66² of the Civil Code, i.e. until the moment the Supplier confirms acceptance of the order. Orders are placed in a written or documented form. The Supplier confirms acceptance of the order in the same form. Orders placed by the Buyer in an electronic form shall be binding for the Buyer regardless of whether the Supplier confirms their receipt. Provisions of Article 66¹ §1-§3 of the Civil Code shall not apply. Confirmation of the fact of receiving an order by the Supplier shall in no way mean that the order has been accepted.
5. The receipt of the Buyer's orders shall each time be confirmed by the Supplier in a written or documented form. If the Supplier does not confirm the order within 7 days, it is to be understood that the Contract has not been concluded. Implied acceptance of orders by the Supplier mentioned in Article 68² of the Civil Code is excluded.
6. The Supplier shall have the right to change or supplement the order or the Contract if he cannot perform it due to the lack of the proper components as regards their quality or product range. The right is also related to changing the deadline for completing the production order and, consequently, providing the resources necessary to perform the order by the Buyer. If the confirmation of order acceptance issued by the Supplier differs from the order placed by the Buyer, the Contract is concluded under conditions suggested by the Supplier unless the Buyer objects to it explicitly in a written or documented form under pain of invalidity within 48 hours from the day of receiving the confirmation. This provision does not apply to amendments made to the Contract by the Supplier for reasons indicated in sentence 1.
7. An order placed by the Buyer and confirmed by the Supplier may be cancelled only in a written or documented form under pain of invalidity before the Supplier receives the resources necessary to complete the order from the Buyer. Due to the nature of the production process, it is not possible to cancel the order after receiving resources necessary for its execution.
8. The Contract is concluded at the moment when the Buyer receives the confirmation of order acceptance issued by the Supplier subject to provisions of clause 6 sentence 3 above,

or at the moment of concluding a written Contract, not later, however, than at the moment of completing the delivery. Any changes made by the Buyer to the conditions specified in the order confirmation shall be confirmed by the Supplier in a documented form under pain of invalidity or, in the case of written contracts, in a written form under pain of invalidity and shall apply only to a given commercial transaction.

9. Arrangements made orally or over the phone shall be binding from the moment they are explicitly confirmed by the Supplier in a written or documented form under pain of invalidity.
10. In the case of individual products, the Supplier shall have the right to make a prototype before accepting the order, the costs of making such a prototype being covered by the Buyer. After the Contract has been performed, the costs mentioned in this clause shall be deducted from the Supplier's VAT invoice.
11. Announcements, advertisements, catalogues and other advertising materials related to the goods offered by the Supplier are only illustrative and do not constitute an offer within the meaning of the Civil Code and any models and samples provided by the Supplier shall be treated solely as illustrative and exhibition materials.
12. The Supplier shall have ownership rights, copyrights and other rights to the documents included in commercial or promotional materials (such as photographs, drawings and descriptions) as well as other documents provided or made available to the Buyer before or when the Contract is concluded. Such materials are intended solely for purposes related to the conclusion of the Contract and shall not be copied or made available to third parties in part or in full without prior explicit written consent of the Supplier.
13. The Buyer may request illustrative models of the product in the amount agreed with the Supplier before deciding to conclude the Contract.

§ 3. PRICE

1. All prices of goods and services included by the Supplier in commercial and promotional materials are illustrative. Final prices of goods and services are determined in an order confirmation or written Contract.
2. Supplier prices are calculated ex works Supplier warehouse in Woźniki/Łubowo (Incoterms 2010). The prices include the cost of loading but do not include the cost of packaging, transport, transport insurance and unloading.
3. Unless otherwise specified by the Parties in writing, the basic method of paying Supplier's remuneration shall be by transfer to the Supplier's bank account indicated in the order confirmation and VAT invoice.

§ 4. PAYMENT

1. The Supplier shall have the right to claim payment of the price specified on the VAT invoice within 30 days from the date on which it was issued, unless the Parties have agreed otherwise in a written or documented form. Payment date shall be the date on which the Supplier's bank account indicated in accordance with § 3 clause 3 is credited with the entire amount due.
2. If the Buyer delays payment of the amounts due to the Supplier under just one VAT invoice, the Supplier shall have the right to make all due amounts immediately payable including payments under VAT invoices which are not yet payable.
3. The Buyer acknowledges that, if the Buyer does not fulfil his payment obligations or other obligations towards the Supplier, the Supplier may suspend the performance of the Contract and make further performance dependent on the Buyer paying all amounts due to the Supplier and making advance payments required by the Supplier or, alternatively,

providing a payment security specified and accepted by the Supplier in writing under pain of invalidity. If the Buyer does not fulfil these obligations within the deadline specified by the Supplier, the Supplier shall have the right to withdraw from the Contract in part or in full without setting further deadlines. Withdrawing from the Contract shall void all the claims of the Buyer for deliveries which have not yet been performed.

4. If payment deadlines are exceeded, the Supplier shall have the right to calculate, at his own discretion, statutory interest for late payment or statutory interest for delays in commercial transactions without the need to approach the Buyer with further requests for payment. In addition to the principal amount and interest for late payment, the Supplier shall have the right to claim any extra costs necessary to claim payments due under the performed Contract, including the reimbursement of costs related to amicable debt recovery in the amount which does not exceed 10% of the total amount of collected debts, but is not lower than the equivalent of EUR 40 as well as reimbursement of court fees, collection costs and costs of legal representation.
5. Lodging claims under statutory warranty does not release the Buyer from the obligation to make timely payments of amounts due to the Supplier under the Contract and the issued VAT invoices.

§ 5. DELIVERY & DELIVERY DEADLINES

1. Delivery deadlines are determined in an order confirmation or written Contract.
2. The deadline is calculated from the day on which the Supplier confirms order acceptance or the day of concluding a written Contract, not earlier, however, than from the day the Buyer provides the Supplier with all the documents, information and resources necessary for the correct performance of the Contract as well as pays all potential amounts due to the Supplier and the entire price or makes an advance payment required by the Supplier or provides a payment security specified by the Supplier.
3. Subject to situations when the Supplier exercises his rights laid down in § 2 clause 6 sentence 1, if the Supplier fails to meet the specified delivery deadline, the Buyer shall have the right to withdraw from the Contract only when the Supplier fails to perform the Contract after the Buyer has set an additional deadline which shall not be shorter than 14 days. The Buyer may withdraw from the Contract in a written or documented form under pain of invalidity within 7 (say: seven) days counting from the day following the ineffective expiry of the additional Contract performance deadline set for the Supplier mentioned above. Regardless of his withdrawing from the Contract, the Buyer shall pay the Supplier the amount of remuneration due for the part of the order which has already been completed. Subject to relevant mandatory laws, besides the right to withdraw from the Contract mentioned above, the Buyer shall not have the right to pursue any other claims, including but not limited to damages for late performance.
4. The delivery deadline is extended by the duration of an obstacle resulting from circumstances beyond the control of the Parties such as untimely deliveries from semi-product producers, unexpected downtime not caused by the Supplier, problems with raw material supply, work disruption caused in particular by fire, water, failure of production equipment and machines, shortage of materials and energy, impeded or impossible transport, workforce shortages also when these circumstances take place at the Supplier's suppliers or their subcontractors, transport delays, transport losses, temporary restrictions in the movement of heavy goods vehicles, road blocks or instances of Force Majeure. Force Majeure is understood as a situation where it is impossible to fulfil an obligation due to circumstances for which neither of the Parties is responsible, including but not limited to: war, fire, flood, frost preventing the provision of services and deliveries in

accordance with commonly accepted standards of technical expertise and best construction practices, terrorist attack, strike, proscriptions, prescriptions or other restrictions imposed by central or local authorities, changes in legal regulations which prevent the fulfilment of obligations or mean that fulfilling the obligations would entail grossly excessive costs as well as any natural calamities. In such cases, the Supplier shall have the right to move the delivery deadline by the period for which the obstacle persists and the additional period necessary to recommence deliveries, informing the Buyer of the fact. The Buyer shall not have the right to withdraw from the Contract before the expiry of the extended deadline mentioned above. However, if the deadline is exceeded by at least 2 months due to the obstacles mentioned above, both the Supplier and the Buyer shall have the right to withdraw from the Contract in the part that has not been performed, provided that the Buyer shall have this right after the ineffective expiry of the additional deadline previously set for the Supplier in accordance with clause 3 sentence 1. The additional deadline for deliveries should be set and the statement about withdrawing from the Contract should be made in a written form and sent by registered mail to the address of the Supplier indicated in the National Court Register under pain of invalidity. In such cases, the Buyer shall not have the right to claim any damages from the Supplier.

5. Delivery deadlines are considered met if the goods are reported as ready for shipment before their expiry and, in cases where the Supplier is to deliver the goods to an agreed destination, delivery deadlines are considered met if the goods have left the Supplier's warehouse before their expiry.
6. The Buyer shall collect the goods after being informed by the Supplier that the goods are ready for shipment within 5 (say: five) working days (unless otherwise specified in the Contract).
7. In the event goods are not collected within the deadline mentioned in clause 4 above, the Supplier may charge the Buyer with the costs incurred as a result of storing the goods. The goods are stored at the cost and risk of the Buyer. The Supplier may provide the Buyer with a separate VAT invoice for the resulting costs.
8. In the event it turns out during the performance of the Contract that the Buyer must collect the goods in parts for the Contract to be performed, the Buyer shall collect individual goods as they are prepared by the Supplier. Each partial delivery constitutes a separate transaction and may be invoiced separately by the Supplier (at the Supplier's discretion). In cases where the Supplier performs the Contract in part, the rights of the Buyer mentioned above (including but not limited to the right to withdraw from the Contract) apply to the non-performed part of the Contract.
9. In the event of any changes in the order or Contract, the delivery deadline shall start running again from the moment the Supplier confirms acceptance of the changed order or Contract.
10. Notwithstanding other rights specified in existing laws, each time the Buyer fails to fulfil any of his obligations under the Contract, the Supplier shall have the right to suspend the fulfilment of any of the Supplier's obligations under this or other Contracts including the obligation to deliver goods to the Buyer until the Buyer duly fulfils his obligations.

§ 6. DELIVERY & TRANSFER OF RISK

1. Unless otherwise, expressly agreed in a written or documented form under pain of invalidity, goods are delivered EXW Supplier's warehouse in Woźniki/ Łubowo (in accordance with Incoterms 2010).
2. The Supplier shall hand over the ordered goods to the Buyer at the moment the ordered goods are delivered to be collected by the Buyer.

3. The Supplier provides services (delivers the object of the Contract) at the place where goods are delivered, unless otherwise specified in the Contract.
4. Unless otherwise, expressly agreed in a written or documented form under pain of invalidity, the risk of accidental loss or damage of the goods is transferred onto the Buyer at the moment of leaving the goods at the Buyer's disposal in accordance with clause 1 of this paragraph and § 5 clause 6-8 without loading the goods onto any collecting vehicle.

§ 7. LIABILITY FOR DEFECTS

1. The Supplier shall not be liable for delivering the goods in accordance with the specification in the order or the guidelines and instructions given by the Buyer even if the delivered goods were not to be appropriate for the use intended by the Buyer.
2. Unless the Supplier grants the Buyer a guarantee for specific goods, the Supplier shall be liable for product defects under statutory warranty in line with the principles set out below. In the former case, subject to existing mandatory laws, the Supplier's liability under statutory warranty for physical defects is excluded and guarantee conditions are regulated in a separate document – "Guarantee Conditions".
3. The Supplier's liability under statutory warranty expires with the lapse of 3 months after delivering the goods.
4. The Supplier's liability under statutory guarantee covers only those defects which were present before transferring risk onto the Buyer or defects which have emerged for reasons previously present in the delivered goods. The burden of proof in this respect rests with the Buyer. The Supplier's liability does not cover defects of which the Buyer knew or could learn at the moment of delivery having exercised due diligence.
5. The Supplier shall not be liable under statutory warranty for mechanical damage to the goods including damage which took place during transport and as a result of incorrect unloading, damage resulting from incorrect or negligent use or storage of the goods by the Buyer or third parties as well as damage resulting from repairs or reworks carried out by unauthorised persons or damage occurring through no fault of the Supplier. Moreover, Buyer's claims under statutory warranty are excluded in the case of insignificant deviations from the agreed qualities and properties of the goods (including but not limited to their colour, appearance and dimensions), insignificantly reduced suitability for use and natural wear and tear. In addition, the Supplier shall have the right to change the amount of ordered goods by +/-10% for technical reasons which shall not constitute a defect and shall not give the Buyer grounds for lodging a complaint or pursue claims for undue performance of the Contract.
6. The Buyer shall have the right to pursue potential claims under statutory warranty only when he fulfilled his obligation to examine the object of the delivery and inform the Supplier of the detected defects as specified below.
7. The Buyer shall examine the goods with due diligence in particular in terms of their quantity and quality (quantity, material and dimensions) immediately upon delivery and determine potential shortages and damage to the object of the contract which took place during transport under pain of forfeiting his right to complain. Potential shortages of ordered goods, inconsistencies between goods delivered and the order, inconsistencies between the goods dispatch note and the consignment note and mechanical damage to goods detected by the Buyer shall be reported by the Buyer in writing on the copy of the goods dispatched note and the consignment note and, additionally, on a separate Carrier Damage Report containing a full description of the damage, signed by both the driver and the Buyer and sent to the Supplier within 48 hours from goods delivery under pain of forfeiting the Buyer's right to complain.

8. Consignment notes and goods dispatched notes which do not contain any comments as to the quantity and quality of ordered Goods are evidence that the Supplier has duly performed the Contract without any reservations from the Buyer.
9. In the case of goods in non-transparent packaging, the Buyer shall examine such goods with due diligence and record any shortages, inconsistencies with the goods dispatched note and the consignment note or damage in writing within 7 (say: seven) days from the moment of collection. In such cases the Buyer must prove to the Carrier that the latter is at fault.
10. In the case of latent quality defects which the Buyer could not detect in spite of examining the goods upon delivery with due diligence or in accordance with clause 9 above, the Buyer should report such defects in a written form within 7 (say: seven) days from detecting them under pain of forfeiting his right to complain.
11. In each case, the Buyer shall complain in a written form with acknowledgement of receipt or in a documented form under pain of invalidity and the complaint shall contain goods references, their quantity, the reason for complaining (defect description), number and date of the invoice and the goods dispatched note as well as the address of the place of delivery. The notification should contain a concise description of the defect detected by the Buyer together with photographs documenting the object covered by the complaint or its components.
12. In the case of bag printing, complaints shall not be justified by:
 - detection of small deviations in colour between proofs and the final print (including when using heterogeneous materials)
 - defects resulting from defective materials provided by the Ordering Party. The Supplier shall not be obliged to control and shall not be liable for materials (including data carriers) supplied by the Buyer or third parties (working at the behest of the Buyer),
 - delivery with deviations of +/- 10% of the ordered print run (in such case only the actually delivered amount is settled) and, in the case of special deliveries, +/- 20% for paper goods below 1,000 kg and +/- 15% for paper goods below 2,000 kg,
 - small deviation or change in colour, including but not limited to metallic paints,
 - small deviation in size (1-2 mm) resulting from production technology.
13. In the case of processing seeds, complaints shall not be justified by:
 - application of seeds in the product +/- 15% (depending on the type of seeds),
 - product size +/- 5%.
14. If the Buyer detects a qualitative or quantitative defect in the goods, he shall secure the goods and keep them intact until the complaint is examined by the Supplier and send the goods covered by the complaint to the Supplier at the Supplier's request under pain of forfeiting his right to pursue any claims against the Supplier.
15. If the Buyer fails to observe the above deadlines and/or requirements regarding complaint form and content, he shall forfeit his rights under statutory warranty in relation to the specific defect. The same applies to situations when, in the case of detecting defects attributable to the Supplier, the Buyer resells, uses/depletes or reworks the defective goods in any other way. The fact of initiating activities to control reported defects or remove a defect by the Supplier does not preclude the Supplier's right to raise the objection of untimely or incorrect defect reporting.

§ 8. COMPLAINTS / OBLIGATIONS

1. The Parties shall cooperate in the exercise of complaint rights and in particular ensure access to the goods covered by the complaint report with a view to have them examined

by the Supplier or a third party appointed by the Supplier to determine if the complaint is valid including verification whether the goods covered by the complaint or their components were used as intended.

2. If the Supplier deems it reasonable, the fact of examining the goods by the Supplier or a third party appointed by the Supplier shall be recorded in a report. The report shall contain comments of the Parties related to the examined goods as a whole or as individual components.
3. The Supplier shall make a preliminary response to the complaint notified by the Buyer in a written or documented form within 14 days at the latest from the date of receiving a complete and correctly notified complaint. The Supplier shall make the final response to the notified complaint within 14 days from the day on which he receives the reports mentioned in clause 3 above as well as the goods covered by the complaint.
4. If the notified complaint is unjustified, any related costs, including but not limited to the costs of determining whether the goods are defective and the costs of transporting defective goods, shall be covered by the Buyer. If such costs were incurred by the Supplier, they may be included in a separate VAT invoice issued by the Supplier for the Buyer.
5. If the complaint is deemed justified, the Supplier may, at his own discretion, remove the defect, replace the goods with goods which are free of defects or reduce the price of the goods covered by the complaint accordingly. Pursuing the claims mentioned above exhausts all claims of the Buyer against the Supplier - further Buyer's claims for defects are excluded.
6. Goods which were replaced in relation to repairing/replacing defective goods shall become the property of the Supplier.
7. Only the Buyer may pursue claims under statutory warranty directly with the Supplier; such claims shall not be transferred to third parties.
8. The Supplier shall have the right to suspend the satisfaction of Buyer's claims under statutory warranty until the latter pays all outstanding amounts.
9. Lodging a complaint shall not authorise the Buyer to suspend payment for the goods or their part.

§ 9. PERSONAL DATA PROTECTION

By accepting these Commercial Conditions, the Buyer agrees to have the personal data he has voluntarily provided processed by the Supplier or entities acting at the Supplier's behest in relation to the performance of contracts for the sale of goods offered by the Supplier as well as for after-sales and marketing purposes related to the business activity pursued by the Supplier. The Buyer shall enjoy all the rights stemming from the Personal Data Protection Act of 29 August 1997 (single text, Official Journal 2014, item 1182), including but not limited to his right to have access to his own data, correct it or discontinue its processing, provided that, in the lattermost case, the provision of after-sales services may be impossible.

§ 10 SUPPLIER LIABILITY

1. Unless otherwise specified in existing legal regulations or the provisions of these GSDC, Supplier liability shall always be based on liability for fault and limited solely to cases of intentional fault or gross negligence. Such liability shall at all times be limited to damage which is a normal, predictable and direct consequence of the actions or omissions of the Supplier. Subject to mandatory laws, any further liability of the Supplier for non-performance or undue performance of the Contract exceeding the liability specified in these GSDC is excluded. In particular, it shall by no means cover indirect losses, lost

- benefits and production losses.
2. The provisions of clause 1 above apply accordingly to compensation claims other than the ones resulting from non-performance or undue performance of the Contract and in particular to tort claims with the exception of claims under liability for damage caused by hazardous goods and injury to persons.
 3. To the extent to which the Supplier's liability is excluded or restricted, such exclusion or restriction applies to personal liability of statutory representatives, employees and partners of the Supplier as well as persons whom the Supplier entrusted to fulfil the obligations.

§ 11 FINAL PROVISIONS

1. The Buyer may pay amounts due to the Supplier through deduction or transfer of any amounts of claims on the Supplier only upon prior, express written consent from the Supplier under pain of invalidity.
2. The Buyer shall keep secret all technical and financial details of his cooperation with the Supplier as well as all data related to the activities pursued by APP.
3. Any disputes arising in relation to the application of the General Sales and Delivery Conditions or the performance of Contracts covered by these GSDC shall be solved by the Parties amicably respecting the justified interests of the other Party.
4. If an amicable solution is not possible, any disputes mentioned in clause 1 above shall be settled by a competent common court of law with jurisdiction over the Supplier's registered address.
5. In matters not regulated herein, only the provisions of the Polish Civil Code and other relevant provision of Polish law shall apply excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods made in Vienna on 11 April 1980 (exclusion of the "Vienna Convention").
6. In the event any provision of this document is found to be invalid or unenforceable, the validity and enforceability of other provisions shall not be affected.
7. Any statements for the Supplier in a written form shall be sent by registered mail to the address of the Supplier indicated in the National Court Register under pain of invalidity unless otherwise stated in these GSDC.
8. These GSDC, in their currently valid version, apply to any Contracts made after 01.08.2017.
9. These GSDC as well as their amendments are also published electronically on the Supplier's website www.alphapaperpack.pl in a way making it possible for the Buyer to download, store and open them as part of his normal activities.

Woźniki/ Lubowo on 31.07.2017