

## GENERAL TERMS OF SALE

### DEKOFILM POLSKA Sp. z o.o.

#### Article 1. Definitions

1. General Terms – General Terms of Sale.
2. Supplier – DEKOFILM POLSKA Sp. z o.o., str. Grzybowska 4 lok. U9B, 00-131 Warsaw, Poland; Polish tax number VAT: PL5241013679, business statistics number (REGON): 010898938, registration number (KRS): 0000116639, District Court for Warsaw, 13th Commercial Div.
3. Buyer – an entity or an unincorporated body who/which places an order with DEKOFILM POLSKA Sp. z o.o.
4. Order – an order placed subject to the clauses of these General Terms.
5. Contract – each and every contract binding between the Supplier and the Buyer, under which the Supplier has undertaken to sell or supply the Products.
6. Products – shrink film, other products and service offered by Dekofilm Polska Sp. z o.o. at any time when these General Terms are effective.

#### Article 2. General provisions

1. These General Terms are an integral part of the Order which the Buyer has placed with the Supplier, and apply throughout the period of their collaboration concerning the above Products.
2. The Buyer has received these General Terms for acknowledgement and approval at the time of placement of the order at the lasted and will be available online at [www.dekofilm.com.pl](http://www.dekofilm.com.pl)
3. Placing an Order by the Buyer means his declaration that he has read the General Terms and Conditions of Sale of Dekofilm Polska Sp. z o.o. and is accepting their provisions. Also, confirms correctness of the data contained in the submitted registration and identification statements of the Buyer.
4. Every variance from these General Terms requires the Supplier's consent expressed in writing under pain of nullity and acceptance by both parties.
5. If the Buyer's does not approve these General Terms, the Supplier will be authorised to refrain from implementing the Order.

### **Article 3. Order and Contract**

1. The Contract becomes made between the parties at the time when the Supplier accepts the Order in writing or in other documentary form, or when the Supplier and the Buyer sign a dedicated contract instrument in writing.
2. For the Contract or its later change to be valid, all notices as may be exchanged between the parties will be served to the opposite party in writing via post, fax or e-mail, or else will be null and void.
3. The Buyer's Order must contain the following information:
  - a) the Buyer's details;
  - b) the quantity and types of the Products;
  - c) Products parameters (types, width, thickness, length, special requirements);
  - d) the expected delivery date;
  - e) the expected or pre-approved form of payment;
  - f) terms of delivery (method and payer of transit/insurance costs);
  - g) the date of the Order;
  - h) the Product delivery address;
  - i) the full name of the ordering person;
  - j) the telephone, fax numbers and the e-mail address of the transaction coordinator.
4. The order form is available on the website [www.dekofilm.com.pl](http://www.dekofilm.com.pl)
5. Orders placed without using the form referred to in para. 4 will be considered, provided that they contain all the data specified in par. 4.
6. Acceptance of the offer by the Buyer is tantamount to reading and accepting the General Terms and Conditions of Sale.

### **Article 4. Order and Contract Processing**

1. Unless additional arrangements are required between the parties, the Supplier will issue an Order confirmation within 2 business days of when the Order is received, and send it to the e-mail address.
2. The Supplier reserves that it is authorised to refuse any Order as long as it explains grounds for such refusal in writing. The Supplier will notify the Buyer about such refusal to the e-mail address.
3. Within 1 business day of submitting the Order (but not later than until the date of receiving the Order confirmation), the Buyer can cancel the Order on such condition that the Supplier has not incurred any costs yet for its implementation. Cancellation of the Order by the Buyer requires a written form under pain of nullity.
4. If the Supplier refuses to accept the Order or the Buyer cancels it, the Contract will not have been concluded.
5. Any general terms, by-laws or templates of the Buyer's contracts which contradict these General Terms are hereby rejected by the Supplier.

6. Considering the nature of the offered Products, the Supplier reserves a +/- 5% margin of error in terms of the delivery time or the quantity of the Order. Such margin is a consequence of the specific production process and machinery. In the event of such discrepancy, the Buyer will pay for such quantity as is actually delivered. The quantity of the delivered Products will be measured by the Supplier.
7. The Buyer is liable for ensuring that the technical parameters, quality and quantity of the Products specified in the Order and/or the Contract meet the Buyer's needs. If the Order does not specify standards for materials to comply with or the expected quality of materials, then the ordered Product will be delivered in line with the Supplier's standards. In such case, the Supplier will not be liable for any special quality requirements.
8. Technical documents, test results, declarations of conformity, certificates or other documents confirming the quality of the Supplier's Products can be attached to the Product dispatch document at such express request from the Buyer.

#### **Article 5. Terms of Delivery**

1. The time and the terms of delivery will be specified in the Supplier's Order confirmation.
2. The delivery date specified by the Supplier is notified for convenience only. If any obstacle hinders implementation of the Order by the delivery date specified in the Order confirmation, the Supplier will immediately notify the Buyer and indicate a new delivery date.
3. The Buyer will collect the ordered Products at the place and on the time arranged and accepted by the Supplier in such Order confirmation.
4. The Buyer will check the delivered Products for their quality and quantity at the time when they are dispatched by the Supplier and/or delivered to the place specified in the Order. The Buyer will notify any shortage in quantity or defect in quality in a Product dispatch/collection document. The Buyer will notify the Supplier about any hidden quality defects immediately but not later than within 6 months of the Product collection/delivery date. Violation of the above obligations will void the Buyer's claims for defects in quality and missing quantities of the Products.
5. In the case of deliveries performed by the Supplier, the Buyer will unload the Products at its own cost from the vehicle which the Supplier makes available for the unloading. The Buyer will be also liable for the risk of accidental loss or damage of the Products during their unloading as well as for loss of their properties caused by excessive delay in their unloading at the Buyer's premises.
6. The Supplier will issue a *goods receipt* (CMR and packing list) note to the Buyer or the carrier together with a given Product lot – the Buyer or the carrier will confirm the collected quantity of the Products in the goods receipt note and such confirmation will be enough for the Supplier to issue an invoice for the Buyer for such delivered lot of the Products.
7. Unless otherwise stated in writing, the risk of accidental loss or damage of the Products in delivery (from their dispatch from the Supplier's warehouse) will be on the Buyer,

including the transit performed by a forwarder or a carrier operating at the request of the Supplier or the Buyer.

### **Article 6. Prices and Payments**

1. The Buyer will pay for the Products according to the due date which will be specified in the Order confirmation or in the Contract, however the Buyer is not authorised to offset any counter claims against the Supplier from the payment for the Products, including claims for complaints which are processed based on a dedicated procedure and separate payments.
2. The parties agree that the Buyer will pay the Seller for deliveries according to unit prices which will be specified in the Supplier's current offer. Other prices than specified in the price catalogue require a prior express consent from the Supplier. No such consent will be implied from the Supplier.
3. The Products can be sold after a prepayment (based on a pro-forma invoice or other similar document) or with a deferred payment date (the period for the payment will be specified in days and counted from the date of the invoice).
4. The Buyer will become the owner of the Products once the full amount due for them is paid, unless otherwise specified in the Order and/or the Contract and/or the VAT invoice.
5. Unless the Contract requires otherwise, all payments will be made by transfer to the Supplier's bank account stated in the invoice or otherwise communicated to the Buyer.
6. The Buyer's payment will be deemed effectively made on the date when credited to the Supplier's bank account.
7. In the case of a delayed payment, the Supplier will be authorised to charge the statutory default interest without any additional notice in that regard. The default interest will accrue from the day which will follow the expiry of the payment due date.
8. In the case of delays in payments, the Supplier will be authorised to withhold further production and/or deliveries of the Products. The Supplier can also withhold further deliveries when the sum of liabilities (both future and payable now) for the Products exceeds the trading line of credit provided by the Supplier. In such case, the Supplier will be authorised to depend release of the next lot on prior payment of its price (prepayment).
9. If the Product is ordered but the Order becomes cancelled, the Supplier will be entitled to charge a penalty of 25% of the value of the cancelled Order.

### **Article 7. Supplier's Guarantee and Liability**

1. The Supplier guarantees that the quality of the Products will comply with Company Standard and Technical Data Sheets of the Supplier. The Supplier will present the Company Standard and Technical Data Sheets related to the ordered Product to the Buyer at its request.
2. All technical data and expiry dates/guarantee periods, storage conditions, etc. are described in the Company Standard and Technical Data Sheets of a given Product.
3. The Supplier reserves the right to reject a complaint, if the Buyer fails to follow the complaint procedure specified in these General Terms.

4. A complaint about a quantity of the Products can be reported only during the loading procedure (if the Buyer collects the Products) or on the day of the unloading or collection from the carrier.
5. In the case of a delivery performed by the Supplier or a carrier, any irregularity in the quantity must be written down on the consignment note, confirmed there and signed by the driver and the person collecting the delivered Products. If the consignment note does not contain such information, allegations of irregular quantity will be insufficient to file an acceptable complaint.
6. If revealing defects in quality, the Buyer must (or the statutory warranty will be waived) notify the Supplier about them within 14 days of the delivery, or in the case of hidden defects – within 3 days of revealing them but not later than within 6 months of the collection/delivery date for DECOLINE®, DECOTERM®, POF.
7. The Products covered with a complaint will be made available to the Supplier for testing In original boxes and with original labels.
8. In order to file a complaint, the Buyer must present a purchase and delivery document (*Invoice, CMR*), labels and stickers from the film rolls being complained about, and provide proofs of the defect, such as pictures, films, samples with marked defects. If such documents and proofs are missing or the complaint is filed after expiry of the guarantee period, no such complaint will be accepted. The complaint form is available on the website [www.dekofilm.com.pl](http://www.dekofilm.com.pl)
9. Until the complaint procedure ends, the Product will be packed, labelled and secured against damage. The film damaged in the course of the complaint processing (because it was improperly secured or stored) will not be subject to another complaint.
10. Within 14 days of a complaint received from the Buyer, the Supplier will process it and provide a written reply whether the Supplier accepts the complaint. If the complaint is accepted, the Supplier will specify the recovery method to the Buyer.
11. Complaints regarding Products from manufacturers other than the Supplier will be considered within the time limits and under the conditions specified by these manufacturers. The Supplier is obliged to immediately provide the Buyer with information on how to consider the complaint regarding the quality of such Products.
12. The Buyer cannot return the Products being complained about, unless with the prior written consent of the Supplier.
13. If defects in quality are revealed, the Supplier will be liable up to the actual net value of the defective Product (unless already processed further).
14. The Supplier will not be liable for any Products used against their intended purpose or technical properties leading to damage caused by violated instructions and recommendations.
15. The Supplier will not be liable for any Products stored in conditions other than recommended in the technical documentation and labels of the film. In particular, the specific properties of DECOTERM® foil require special storage conditions in cooled rooms/warehouses where the temperature must not exceed 20 °C, including in transit and throughout the entire logistics until further processing of the Product. The Supplier can request the Buyer to confirm that DECOTERM® film was delivered using a vehicle with a cooling body, including transit temperature reports from the place of origin to the

destination, and that the final storage (until further processing of the Product) also complied with the applicable Product requirements. A complaint will not be processed and will be automatically rejected unless such conditions are satisfied.

16. By accepting such complaint procedure the Buyer waives its right to offset any claims it might have.
17. A filed complaint will not release the Buyer from the obligation to pay the full price for the delivered Products by the relevant due date.
18. If the Buyer's complaint is accepted as reasonable, the Buyer will be authorised to seek replacement with a defect-free Product, within an arranged time limit, or refund of the price for the defective Products upon their prior return by the Buyer. If a defect-free Product cannot be delivered to the Buyer or would cause disproportionately high costs, the Supplier will become released of its liability by paying the price of the returned defective Products (unless the parties agree on a discount for the defective Products). The provisions of this clause comprehensively describe the Supplier's obligations related to defects of the Products.
19. The provisions of § 7.18 exhaustively define the Supplier's obligations for defects in the Products. The Supplier excludes liability under the warranty for physical defects of the Products and liability for profits not achieved by the Buyer */lucrum cessans/*.

#### **Article 8. Force Majeure**

1. In the event of force majeure, each party will be liable (subject to the Polish Civil Code) for actual and documented direct losses caused to the opposite party by the former's wilful misconduct against all or a part of its obligations resulting from the Order and/or the Contract.
2. Such force majeure means circumstances which are beyond the control of the parties and the parties could have not foreseen or prevent them when acting with due diligence. The force majeure events can be in particular a natural disaster and a weather anomaly, a catastrophe, a wartime mobilisation, an embargo, closed borders, war, a labour strike at the Buyer's or Supplier's enterprise, a technical breakdown at the Buyer's or Supplier's (or their contractor's) enterprise, a power blackout, transport restrictions by public authorities, if preventing the performance of the Contract entirely or partly. The party harmed by such force majeure will notify the opposite party about it or else will not be entitled to make reference to this force majeure clause. The parties will take immediate actions with the aim of determining solutions to such circumstances and continue the Order and/or the Contract.

#### **Article 9. Trade Secrets**

1. Any and all information and documents pertaining to the Contract, including the negotiation preceding it or its performance, are a trade secret of the Supplier and must not be disclosed to any third parties, unless with its written consent, or otherwise used by the Buyer. The above applies also to information which the Buyer gains at or in connection with the conclusion and performance of the Contract.

2. In particular, the Buyer is responsible for preserving the secrecy of any and all information of commercial, economic and technical nature. Furthermore, the Buyer will use such information only for the purposes of the Contract.
3. Any references by the Buyer to the commercial relations with the Supplier or use of its business name or trade mark, in any advertising materials, referral letters, publications and similar materials, will require prior written consent from the Supplier.

### **Article 10. Final provisions**

1. These General Terms are effective from 22 August 2023.
2. The Buyer will immediately notify the Supplier in writing about every change of address (headquarters/domicile or mailing address, including e-mail and fax number, if stated to the Supplier).  
Unless notified as above, all correspondence served to the addresses specified in the Order and/or the Contract(s) or other commercial agreements will be deemed effectively served.
3. The legal relationship with the Buyer is subject to the laws of Poland only, unless the parties conclude a separate Contract governing otherwise.
4. No assignment of rights under the Contract and/or Order is permitted to third parties, unless with the written consent from the Supplier.
5. According to Article 4.7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter "GDPR", the personal data controller is the entity selling or supplying its products or services, namely: Dekofilm Polska Sp. z o.o., str. Grzybowska 4 lok.U9B, 00-131 Warsaw.
6. The Buyer's personal data will be processed pursuant to Article 6. 1.b of GDPR (processing is necessary for the performance of a contract to which the Buyer is party or in order to take steps at the request of the Buyer prior to entering into a contract) and/or Article 6. 1.f of GDPR (processing is necessary for the purposes of the legitimate interests pursued by the data controller – you file an objection against such processing, for reasons of a special situation).
7. The personal data is given voluntarily, however lack of the data would make conclusion of the Contract impossible.