

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

I. Definitions

1. The following terms and expressions used herein but not defined in the other provisions hereof shall have the following meanings:

"GTCSD"	shall mean these General Terms and Conditions of Sale and Delivery;
"Supplier", "ADAMS"	The company under the business name ADAMS Sp. z o.o. seated in Baranowo at ul. Nowina 20 (62-081 Baranowo), National Court Register number 0000591581, TAX [tax identification number]: 7811921223, and REGON [company statistical number]: 363382434;
"Ordering Party"	shall mean (i) a legal person; or (ii) an organizational unit with legal capacity granted by law; or (iii) a natural person ordering the Goods;
„Ordering Party materials"	means all materials delivered to the Supplier by the Ordering Party for use in the production of the Goods, including works (in particular graphics), industrial designs and trademarks and other objects of intellectual property rights, as well as texts to be printed on the Goods;
"Parties"	shall mean the Supplier and the Ordering Party;
"Goods"	goods, products, batches of goods, raw materials, materials, packaging, etc. included in the ADAMS offer;
"Contract"	shall mean a contract for the sale of Goods or delivery of Goods concluded as a result of the Offer submitted by the Supplier and the Order placed by the Ordering Party;
"Inquiry"	shall mean invitation to submit a Price Offer;
"Offer"	shall mean a declaration made by ADAMS addressed to the Ordering Party in response to an Inquiry that may include information relating specifically to: product name / product code, price, dimensions, printing, design, description of Goods, terms of delivery, palletizing, costs. Price Offer is an offer within the meaning of Art. 66 of the Civil Code.
"Order"	shall mean the Ordering Party's statement of acceptance of the Supplier's offer;
"Delivery"	delivery or sale of the Goods ordered by the Ordering Party;
"Business Day"	shall mean any day from Mondays to Fridays, except for public holidays in the Territory of Poland and except for Saturdays and Sundays;
"Document form"	shall mean fixation of information on a data carrier, allowing to read its content (e.g. e-mail, fax);
"Civil Code"	shall mean the Act of 23 April 1964 – Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended).

II. General Provisions

1. These General Terms and Conditions of Sale and Delivery shall set forth the rules for placing orders and concluding contracts between the Parties for the sale and delivery of the Goods offered by ADAMS. These GTCSD form an integral part of all Contracts concluded by ADAMS with the Ordering Party.
2. The provisions of the GTCSD shall be binding upon the Parties unless otherwise specified in the Contract between the Parties.
3. In case of any discrepancy between the provisions of the Contract and the GTCSD, the provisions of the Contract shall prevail.
4. The GTCSD exclude the possibility for the Ordering Party to use its own model contract forms, regulations or other general terms and conditions of contracts, unless otherwise agreed in writing under the pain of nullity.

III. Contract Conclusion

1. The Contract is concluded as the result of presentation of the Offer by the Supplier and placing the Order, with no reservations, by the Ordering Party. The Offer may be preceded by the Ordering Party's Inquiry.
2. If there are any changes to the Offer or any reservations are introduced to the Offer in the 'Ordering Party's Order, the Contract is concluded when the Supplier confirms the acceptance of the Order subject to the new terms and conditions. Failure to confirm such an Order means that the Contract has not been concluded.
3. The Offer and the Order shall be made in a document form – under pain of nullity.
4. Art. 68² of the Civil Code shall not apply.
5. Terms and conditions presented in the Price Offer shall remain valid for 30 days after their delivery by ADAMS, unless stated otherwise therein.
6. Inquiries and Orders should be provided to ADAMS on Business Days:
 - a. by email (24 hours a day); or
 - b. by fax (24 hours a day); or
 - c. in writing.

IV. Price

1. The price indicated in the Price Offer includes the net price in PLN or EUR per unit / piece of Goods.
2. Depending on the provisions of the Price Offer, the costs of Delivery, i.e. the cost of transportation, packaging, palletising and preparing, if they are borne by the Ordering Party, may be included in the price or be expressed separately. The Price shall be binding upon the Parties and may not be changed unless the Parties otherwise agree in writing under pain of nullity.
3. The price agreed by the Parties may be renegotiated if there are circumstances causing a material change in transport costs and production costs, in particular as regards: costs of raw materials, electricity, labor.

V. Terms of Delivery

1. Unless otherwise specified in the Contract, the place of the Delivery shall be the Ordering Party's registered office.
2. The date of the Delivery shall each time be set forth in the Offer. If the Ordering Party wishes to receive the Delivery at any other time, the date proposed by the Ordering Party shall be confirmed by ADAMS.
3. Subject to clause 4 below, the Parties may decide that the Delivery shall be made on the basis of the Ordering Party's release order confirmed by the Supplier.

The provisions as referred to in the preceding sentence, as well as the release order shall be in the form of a document - under pain of nullity.

4. If the Deliveries are made according to clause 3 above, ADAMS shall store the Goods for a maximum period:
 - a. 30 days - for unprinted packages,
 - b. 30 days - for packages with flexographic printing,
 - c. 90 days - for packages with offset printing,starting from the day of production.
5. If the Delivery is not carried out within the period as referred to in clause 2 or 4 above, ADAMS shall be entitled to issue an invoice for the packaging not collected within the period and to request the Ordering Party to release or collect the non-moving packaging within the period not exceeding five (5) Business Days. In case of the failure to comply with the request, ADAMS shall be entitled to transfer the undelivered Delivery to a third party providing warehouse space rental services for further storage at the expense and risk of the Ordering Party.
6. ADAMS shall attach to the Delivery a delivery document containing at least the Supplier's order number and a list of the delivered Goods and their quantities.
7. The Ordering Party shall confirm the receipt of the Delivery in the delivery document by: the statement on confirmation of receipt of the Delivery, stamp of the receiving party, legible signature of the person collecting the Goods, date of collection of the Delivery, number of collected collective packages and number of received pallets, including the number of damaged pallets.
8. The Supplier shall deliver the Goods to the Ordering Party in quantities agreed individually between the Parties, subject, however, to possible quantity discrepancies in accordance with production tolerances:
 - a. up to 5000 pieces $\pm 10\%$,
 - b. from 5000 to 10000 pieces $\pm 7\%$,
 - c. over 10000 pieces $\pm 5\%$.
9. The Supplier shall allow a manufacturing tolerance of the weight of 1 m² of the corrugated board surface of $\pm 5\%$.

VI. Payment Terms

1. The payment for the delivered Goods shall be made following the Delivery within thirty (30) days from the invoice issuance to the Ordering Party, unless otherwise specified in the Offer quotation or these General Terms and Conditions of Sale and Delivery.
2. The Supplier shall issue an invoice to the Ordering Party immediately after issuing a delivery document.
3. The payment shall be made by bank transfer into the Supplier's bank account specified each time in the invoice issued. The date of payment shall be the date of crediting the bank account of ADAMS.
4. ADAMS may charge statutory late-payment interest for each day of delay in payment.
5. ADAMS may suspend the execution of orders in the event that the Ordering Party is in arrears with the timely payment of any of the invoices.
6. The ownership of the Goods shall be transferred to the Ordering Party upon payment and receipt of the Goods.

VII. Pallets

1. Unless otherwise agreed by the Parties, the Goods shall be delivered to the Ordering Party on returnable EURO pallets 1200*800, pallets code 33.
2. In the case of Delivery of Goods using returnable pallets, they shall be prepared and submitted by the Ordering Party for acceptance by the Supplier immediately after delivery of the Goods. If the returned pallets are damaged or in a deteriorated

condition, the Ordering Party shall be charged with liquidated damages equivalent to the price of the pallet.

3. If the Ordering Party fails to report the pallets for collection within 60 days of the Delivery date, the Parties accept that the Ordering Party has purchased pallets in accordance with the price list for pallets contained in the Price Offer. In such a situation, ADAMS shall issue a separate invoice to the Ordering Party for the sale of pallets.

VIII. Tools and Designs

1. The production tools used to complete an Order and prepared at the expense of the Ordering Party shall be the property of the Ordering Party, unless the Parties decide otherwise in the Contract.
2. The costs of initial preparation, i.e. production tools such as polymers and punch dies, shall be covered by the Ordering Party unless the Parties have agreed otherwise in the Contract.
3. Once the production tools are worn out, the Supplier shall be entitled to dispose of such tools and fabricate new ones at the Supplier's expense. The tool fabricated at Supplier's expense shall be the property of the Supplier.
4. If, after the completion of an Order, the Ordering Party does not intend to place any further Orders for the given Goods, the Ordering Party may notify the Supplier by electronic mail of its intention to collect the production tools referred to in clause 1, used to manufacture these Goods. The Supplier shall make the collection of the aforementioned production tools possible to the Ordering Party within 7 days of the date of receipt of the notice regarding the collection of the production tools.
5. If the Ordering Party does not order a particular type of Goods within 1 year from the date of their last production, the Supplier shall be authorised to dispose of the production tools used to make the Goods, after prior request to the Ordering Party to collect them, to which the Ordering Party hereby agrees and waives all claims on this account. The Ordering Party shall communicate the intent to collect the production tools to the Supplier by e-mail 7 days in advance before the scheduled collection.
6. If the Supplier covers the preparation costs and the Ordering Party fails to order the declared amount of the Goods in a year, the Ordering Party will be charged proportionally with the preparation costs less the cost of wear and tear.
7. All technical drawings and graphic designs drawn up by ADAMS shall constitute its property, including the intellectual property.

IX. Ordering Party materials

1. The Ordering Party authorizes the Supplier to use the Ordering Party's materials solely for the purpose of performing the Contract, to multiply them using any known technique, in particular printing and digital techniques, including printing the Ordering Party's materials on the Goods.
2. By delivering any Ordering Party materials to the Supplier, the Ordering Party represents and warrants to the Supplier that:
 - a. the Ordering Party is entitled to all intellectual property rights to the Ordering Party's materials, in particular to proprietary copyrights, rights to industrial designs and rights to trademarks, or is authorized to use the Ordering Party's materials by an entity authorized under the above-mentioned rights to the extent necessary to perform the Contract, including to grant a valid authorization to the Supplier in accordance with clause 1 above,
 - b. the use of the Ordering Party's materials in accordance with the Contract and the Ordering Party's guidelines shall not constitute an act of unfair competition, infringement of any third party rights, in particular proprietary

- copyrights or moral rights, industrial property rights, personal rights, nor shall it constitute a breach of generally applicable law,
- c. the parties entitled to moral copyrights to the Ordering Party's materials will not execute these rights against the Supplier in connection with the use of the Ordering Party's materials in accordance with the Contract and the Ordering Party's guidelines.
 3. The Ordering Party undertakes to take all reasonable, legally permissible actions to protect the Supplier against claims of third parties and liability for violating generally applicable legal provisions in connection with the use of the Ordering Party's materials and shall cover all fees, penalties, costs, damages and compensation that will be charged to the Supplier in the event that the representation and warranties referred to in clause 2 above do not prove to be true.
 4. In the event that a third party makes claims against the Supplier for infringement of their rights, referred to in clause 2 letter b. above, or for acts of unfair competition in connection with the use of the Ordering Party's materials in a manner consistent with the Contract and the Ordering Party's guidelines, the Supplier undertakes to immediately inform the Ordering Party of such claims, and the Ordering Party undertakes to defend the Supplier against such claims at its own expense, to cooperate with the Supplier in order to enable it to defend itself, to provide the Ordering Party with information and evidence necessary to challenge the validity of the claims made, to release the Supplier from the obligation to provide such services and to reimburse the costs that the Supplier incurs in order to satisfy such claims or defend against such claims.
 5. In the event of a lawsuit being filed against the Supplier based on the claims referred to in clause 4 above, the Ordering Party, if possible, shall join the proceedings as a defendant or shall join the proceedings as an intervening party on the Supplier's side. The Ordering Party undertakes to reimburse the Supplier for the costs incurred by it in connection with the defense against the above claims (in particular the costs of legal services) and in satisfying the above claims (including the costs of the proceedings) resulting from a final court decision or a settlement concluded with the Ordering Party's consent.
 6. The reimbursement of costs referred to in clauses 3-5 above shall be effected on condition that the Ordering Party is informed of such a claim by third parties and that the Ordering Party is allowed to actively participate in the proceedings and discussions concerning such claims. The Supplier undertakes not to enter into a settlement or to accept a claim without the consent of the Ordering Party.

X. Storage Conditions of Goods

1. The Goods should be stored so as to protect it against moisture, dampness, stains, dirt and damage.
2. The Goods should be stored on pallets.
3. Storage air temperature should be 5 - 30°C.
4. The distance from heating devices shall ensure that the Goods are fully protected from drying out, deformation and loss of performance characteristics.
5. Storage humidity should be 30 - 70% RH.
6. If the temperature and humidity of the air in the warehouse do not correspond to the above values, the room should be air conditioned.
7. It is acceptable to stack the pallets originally secured after prior arrangement with Sales Department of ADAMS.
8. ADAMS shall not be liable for physical defects of the Goods caused by their improper storage by the Ordering Party.

XI Quality of the Goods

1. The packaging manufactured by ADAMS shall comply with all quality requirements arising under Polish and EU law. If the ordered packaging is to comply with other or additional requirements, *id est* arising under the law of the country of destination, in which it shall be used, the Ordering Party shall notify the Supplier of this fact in the Inquiry or in the Order. In the event of the failure to do so, the Ordering Party shall indemnify and hold harmless the Supplier against all liability for any possible consequences resulting from the fact that the packaging delivered to the Ordering Party does not comply with the requirements as referred to in the preceding sentence.
2. ADAMS quality standards shall constitute Appendix No 1 hereto.
3. The process of packaging production may be partly carried out in cooperation with qualified suppliers or subcontractors of ADAMS. In such a case, ADAMS shall be fully responsible for the quality of the final product delivered to the Ordering Party, subject to the other provisions of these General Terms and Conditions of Sale and Delivery.
4. The packaging manufactured by ADAMS shall not be intended for direct contact with food.

XII. Complaint for the defects of Goods under statutory warranty

1. The Supplier is responsible for defects under statutory warranty, if a defect is identified within 6 (six) months from the date of Delivery. The Supplier's liability under statutory warranty shall be excluded after the expiry of the said period.
2. The Supplier's liability for defects under statutory warranty shall be limited to the obligation to:
 - a. replace the defective Goods with the same quantity of Goods free from defects, or
 - b. repair the Goods, or
 - c. reduce the price of the defective Goods, or
 - d. issue a correction invoice by the Supplier for the returned defective Goods.The Ordering Party shall not have the right to file any further claims in this regard. The Ordering Party's right to withdraw from the Contract is hereby excluded.
3. If the Goods supplied to the Ordering Party have any defects, in particular quality or quantity defects (which exceed the tolerances specified under Section V clause 8), the Ordering Party shall have the right to file a complaint with the Supplier, observing the date specified above in clause 1.
4. In order to keep the statutory warranty rights, the complaint should be submitted to the Supplier in writing in the following timeframes:
 - a. with regard to the quantity of the Goods: promptly after the Delivery,
 - b. with regard to the quality of the Goods: promptly after the Delivery or within 10 Business Days from the Delivery date with regard to any defects which could not have been identified at the time of Delivery.
5. The Supplier shall not be required to consider any complaints submitted with excess of the time limits referred to in clause 4 above. In the case referred to in the preceding sentence (submitting a compliance after the deadline), the Ordering Party shall not be entitled to any rights against the Supplier in relation to the Goods complained of, including the rights under statutory warranty.
6. The complaint should specify the underlying reason (a detailed description of the defect with attached images / models of packaging) and data for identifying a specific delivery, in particular:
 - a. the name, quantity and code of the Goods,
 - b. the delivery document number,
 - c. the date of Delivery,
 - d. the Order number.

7. Deliveries containing less than 0.5% of defective Goods in the delivered batch shall not be subject to any complaints.
8. ADAMS shall verify the grounds for the complaint within 14 Business Days from the date of filing the complaint, unless such verification requires the opinion of an expert appraiser. The Ordering Party shall make the Goods available to the Supplier in un-modified condition for the duration of verification of the complaint.
9. ADAMS shall not be responsible under statutory warranty for any Goods manufactured according to the design or technological documentation received from the Ordering Party.
10. If a complaint is found to be justified, the selection of the method of removing the defect, as specified in clause 2 hereinabove, shall be at the Supplier's discretion. ADAMS shall have the right to refuse to remove the defect or supply Goods free from defects if the associated cost is disproportionately high.

XIII. Liability

1. The liability for damaging, destroying or losing the ordered Goods shall be transferred from the Supplier to the Ordering Party upon their Delivery.
2. The liability under statutory warranty shall be limited to the amount equivalent to 100% of the Contract.
3. The Supplier's liability towards the Ordering Party shall be limited solely to the liability under statutory warranty, according to Section XII, whereas with in the remaining scope the liability shall be excluded, both in terms of contractual and tortious liability. In particular, the Supplier shall not be liable for compensatory damages towards the Ordering Party for any lost profits, contractual penalties and any other direct, indirect or consequential losses that the Ordering Party may or did suffer. The above liability limitation shall not apply to any damages caused by the Supplier intentionally.

XIV. Force Majeure

1. The Parties shall not be liable for non-performance or improper performance of the contracts governed by these GTCSD if such non-performance or improper performance results from the occurrence of force majeure.
2. Force majeure shall be understood to mean an extraordinary external event, the occurrence and consequences of which cannot be foreseen or prevented. In particular, force majeure shall include extraordinary forces of nature such as hurricanes, earthquakes, floods as well as wars, riots, radioactive contamination, epidemics, strikes and legislative acts or other situations rendering it impossible to perform contracts governed by these GTCSD.
3. A Party claiming non-performance caused by the force majeure shall be obliged to immediately notify the other Party in writing, under pain of nullity, of the conditions of force majeure, its nature, scope, and expected duration of such force majeure or removal of its consequences.

XV. Final Provisions

1. The Parties accept that the term "in writing" or "written" or similar expressions used in these GTCSD shall mean written form under pain of nullity, unless it is clear from the wording of a specific provision that the Parties have allowed a different form.
2. For matters not provided for herein, the provisions of the Polish law shall apply, in particular the provisions of the Civil Code.
3. The Supplier reserves the right of ownership of any documentation provided to the Ordering Party in connection with performance of the Contract, in particular, the technological documentation, including the objects of intellectual property rights included therein, especially any works within the meaning of the Copyrights

and Related Rights Act of 4 February 1994 (consolidated text, Journal of Laws of 2019, item 1231, as amended). Such documentation shall not be made available to any third parties without prior written consent (written form under pain of nullity) of ADAMS.

4. The Parties are obliged to keep confidentiality of the provisions of the Contracts governed by the GTCSD, as well as any information obtained, either directly or indirectly, in connection with the negotiations, the price Offer, the Order, the conclusion and the performance of the Contracts, and in particular financial information relating to the other Party and information constituting a business secret, except for information which a Party is required to disclose in accordance with applicable law or the disclosure of which has been permitted by the other Party by way of prior written consent under pain of nullity.
5. The rights and obligations under the Contract may not be assigned by ADAMS to any third party without the Ordering Party's prior written consent.
6. Any amendments or additions to the Contract shall - under pain of nullity - be in the form in which the Contract has been concluded.
7. Any disputes that may arise between the Parties in connection with the conclusion or performance of the Contracts governed by the GTCSD shall be settled by the court having jurisdiction over the registered office of ADAMS.