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GENERAL SALES TERMS AND CONDITIONS (GSTC)

§ 1

Application of General Sales Terms and Conditions

These "General Sales Terms and Conditions", hereinafter referred to as the GSTC, apply to transactions made between the parties where the subject of the transaction is the sale of goods or provision of services being the subject of the Seller's business activity, performed by EUROSLEEVE S.A., referred to herein as the Seller, to any economic entity that makes a purchase in accordance with its business activity (i.e. not as a consumer within the meaning of Article 384 § 3 of the Civil Code), referred to herein as the Purchaser.

§ 2

Orders

1. Unless stipulated otherwise by the Seller, the proposal for a sale made by the Seller to the Purchaser shall be valid for 7 days from being sent by the Seller. No proposal/offer constitutes a binding sale offer provided by the Seller - within the meaning of the Civil Code, but only a proposal for the potential Purchaser to place an order. The price offered by the Seller does not include additional costs arising due to the Purchaser's requests in the form of certificates/approvals or tests, with such costs always added to the price of the goods, unless decided otherwise by the parties.
2. An order sent to the Seller by the Purchaser must contain the Purchaser's details, detailed information regarding the ordered product within the extent necessary to assure its identification, as well as data on the terms of order fulfilment desired by the Purchaser.
3. An order placed by the Purchaser shall not be binding for the Seller, while an order shall not be deemed tacitly accepted in the event of a lack of a response from the Seller. In the event of the Seller accepting the order with reservations, the Purchaser shall be bound by such reservations, unless it immediately submits its comments, if any. Immediate submission of such comments shall be considered as the placement of a new order, with the provisions of the preceding sentences applied accordingly.
4. The acceptance of an order shall in no way bind the Seller if, for reasons beyond the Seller's control, in particular due to force majeure or the behaviour of the Buyer or third parties (including the Seller's suppliers), delivery and sale of goods is impossible.
5. Acceptance of the order shall not bind the Seller also when all obligations of the Purchaser towards the Seller exceed the amount of the trade credit granted by the Seller to the Purchaser, or if the Purchaser delays payment of any amounts due to the Seller.



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§ 3

Tolerances

1. Weight/quantity parameters are stipulated below (unless agreed otherwise by the parties) and assume an acceptable tolerance of +/- 10%.
2. Dimensional tolerance is specified in millimetres and is +/- 5 mm.
3. Thickness tolerances of packaging materials and packages produced are given in the technical data sheets of the film producers.

§ 4

Print

1. The print on the products is performed as a flexographic print. Acceptance of prints is based on a draft PDF approved by the Purchaser or at the express request of the Customer – based on a contract proof presented by the company preparing the design for the Seller.
2. Content used in the print, third-party logos and graphics, shall constitute the sole responsibility of the Purchaser. At the Seller's request, the Purchaser shall immediately present valid authorisation from the Owner(-s) to use third-party trademarks.
3. The Purchaser shall provide a graphic design, including a precise placement of the image, in the form of an electronic file, as required by the Seller. If the graphic design is not prepared in a manner that enables production to start properly, the Purchaser shall send properly prepared material at the Seller's request.
4. The Seller does not guarantee the reproduction of the colour palette specified in the image file in the case of products printed with a method other than flexographic. An exact reproduction of the colour palette based on the print provided by the Purchaser, made by another Printing House, may also be impossible due to the substrates and paints used by the Seller. In this situation, colour deviations ascertained by the Purchaser may not constitute the basis for a quality complaint.

Colour palette uniformity requirements shall be maintained in the case of one production batch.

§ 5

Payment terms and prices

1. The Purchaser shall pay the price for the goods specified by the Seller on the issued VAT invoice.
2. It is assumed that the rates quoted by the Seller are net, to which VAT shall be added in the amount applicable at a given time.
3. The price presented by the Seller does not include transport costs, insurance, customs duties and other export fees. In the event that changes in fees, taxes or encumbrances occur, or there is a change – of more than 5% – in the prices of raw materials or an exchange rate change after contract



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conclusion, the Seller may change the price accordingly, even if it has not been included in the contract between the Parties.

4. Payment shall be made within the term specified in the invoice.

5. In the event that the Purchaser does not, for reasons not attributable to the Seller, collect the goods on the pre-determined date, the price and other benefits must still be assured, as if the goods were handed over in accordance with the order. The Seller may charge the Purchaser with storage costs for the said goods until the date of collection by the Purchaser.

6. The day on which the payment is credited to the Seller's bank account shall be considered the actual date of payment by the Purchaser. In the event of a delay in payment, the Seller is entitled to make a claim for payment of statutory interest for default by the Purchaser, as per applicable law.

7. In the event there is a reasonable basis to believe that the Purchaser may default on its payment obligation, the Seller has the right to demand – prior to delivery of the goods and irrespective of the specified payment date – payment of the entire amount in cash or granting certain guarantees or payment security.

8. Submission of any complaints, reservations or comments by the Purchaser and their consideration shall not stop the payment term.

§ 6

Deliveries

1. Pallets used to deliver goods to the Purchaser are the property of the Seller, unless stipulated otherwise in the contract/order.

2. In the event that the Parties' arrangements do not include detailed information regarding the quality and packaging of goods, it shall be presumed that goods delivered are to be of a quality corresponding to the nature and type of goods and that they should be packaged or devoid of packaging - in accordance with applicable regulations and standards in force at the Seller's or its suppliers.

3. The Purchaser shall at every instance check the condition of the shipment, as well as the quantity, assortment and quality of the delivered goods immediately after their delivery or release, and properly annotate the waybill or other proof of delivery, and at the same time notify the carrier and the Seller in writing of any reservations within this scope, and enable the Seller's representative to examine, immediately, untouched goods. Receipt of goods by the Purchaser without examination or failure to submit objections immediately after examination of the goods shall be considered as confirmation of correct delivery of goods, in the correct quantity and with appropriate features and properties.

4. If it is not objectively possible to carry out immediate inspection of the delivered goods due to the type of packaging or for any other reason, the acceptance inspection should include at least the waybill, the quantity and condition of packaging, data on the packaging and external visible damage. After performing the inspection referred to herein, the Purchaser shall carry out a full inspection of the goods immediately after delivery.



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6. Under pain of loss of the right to make any claims against the Seller for defects of goods or non-compliance of the delivery with the order or its confirmation, the Purchaser shall complete all formal steps provided for in the previous points, in particular notify the Seller of observed irregularities immediately after their detection, no later than at the moment the discovery of an irregularity was possible in accordance with the above provisions.

7. The Seller shall not be liable for any failure to meet any delivery dates, if such failures are not attributable solely to it.

§ 7

Scope of liability

1. The Seller's liability in connection with the conclusion of the contract / sale of goods, regardless of the reason for such liability, does not cover the repair of damages related to expected benefits, lost profits, production losses, loss of market reputation, etc.

2. Compensation for the Purchaser may not exceed in total 5% (five per cent) of the net price of the goods subject to the circumstances constituting the basis for the Seller's liability.

2. In addition to liability for defects of the goods, the Purchaser has no right to compensation for any damage caused by the goods (including by a dangerous product) or in connection with its possession or use – except for mandatory liability resulting directly from provisions of law in force.

3. In the event a third party makes any claims against the Purchaser that may be related to the goods sold to the Purchaser by the Seller or with products in which the goods sold to the Purchaser by the Seller were used, the Purchaser shall immediately notify the Seller, allowing it to participate in proceedings related to the claims of the said person, under pain of exclusion of any liability of the Seller related to such claims.

4. The Seller shall not be burdened with any damage that has occurred to the Buyer or its customers due to incorrect use (inconsistent with its purpose or with specified instructions) of delivered products or the use of products that have not been checked by the Purchaser for compliance with requirements.

§ 8

Warranties and complaints

1. The physical and chemical properties of the offered products and the warranty period (suitability for use) of a given good are stipulated in the manufacturer's technical data sheets. The Seller is not the manufacturer of films supplied for processing.

2. The Seller provides goods manufactured by itself or similarly, from other sources.

3. The net weight of film rolls is the net weight of the film (without the core)

4. The Seller reserves the right not to accept a complaint in the event of the Purchaser's non-compliance with the complaint procedure specified in these GSTC.



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5. The Purchaser loses all potential warranty rights in the event of failure to store the purchased goods in the right conditions. It also undertakes to secure the purchased goods against weather conditions and to store the purchased goods away from operational heating devices (at least 1 to 2 metres).

7. The condition for filing a complaint is to present the delivery specifications, original labels of goods subject to the complaint and submit a complaint in writing and in electronic form, including a detailed description of the reason for the complaint. The complaint shall not be considered in the absence of the above-mentioned documents.

8. The Purchaser has the right to lodge a complaint regarding plastic packaging delivered by the Seller within a period not exceeding 21 days from the date of receipt of the goods. A complaint should include the type, thickness, size and quantity of packaging subject to the complaint, as well as a detailed description of the detected defect or problems related to use. The packaging parameters stated in the complaint must comply with the parameters specified on the labels, which are the serial number of each batch of packaging delivered to the Purchaser.

9. Goods constituting the subject of the complaint are to be left at the Seller's disposal for examination. Until the complaint is resolved, goods subject to it are to be packaged, labelled and protected against damage. Goods subject to the complaint, which are damaged during complaint resolution, are not subject to the complaint process.

10. Goods subject to the complaint cannot be returned by the Purchaser without the Seller's written consent.

11. During receipt of the goods, the Purchaser shall check the delivered goods for mechanical damage occurring during transport or other damage, such as due to damp or soiling. Complaints shall be considered by the Seller only if the delivery document (waybill in the case of delivery of goods by a shipping company or specification in the case of delivery of goods by the Seller's clearly marked vehicles) contains a description of damage to the goods signed by the driver and is delivered to the Seller within a period not exceeding 5 days from the date of receipt.

12. The Seller shall not be liable for actions taken by the Purchaser with the goods within the scope or during their processing or production. The Seller does not guarantee the suitability of the goods for any particular purpose, even if the purpose is known, and no such warranty is implied as part of the name or description, under which the good is sold.

§ 9

Dispute resolution

1. To resolve all disputes that may arise between the parties, which may be connected to relations based on sales contracts concluded by the parties or other agreements to which these GSTC would apply, only a General court with material and local jurisdiction for the registered office of the Seller shall be appropriate.

2. These GSTC shall apply to every sales contract under which the Seller makes a sale to the Purchaser (in particular, if the Purchaser has ever been informed about them or could become familiar with their



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content in any form and if the parties have not excluded in writing the application of the said conditions), as well as – within the scope not covered by these GSTC – the relevant provisions of the Civil Code and other mandatory legal acts.

3. In the case of disputes related to the interpretation of the provisions hereof, the Polish language version shall prevail.

§ 10

Other provisions

1. Unless stipulated otherwise herein, the following circumstances may constitute the grounds for withdrawal herefrom, if they occur after the conclusion hereof and significantly hinder contract execution: employee disputes and any other circumstance not under the control of the party (e.g. force majeure) such as, in particular: fire, war, conscription or impossible to predict appointments to military service, other events of a similar range or significance, requisitions, seizures, currency restrictions, equipment or machinery failures, IT systems failure, sabotage, strikes, insurrections and riots, scarcity of transport, general shortage of goods, destruction of a part of a production run or of fixed/current assets, restrictions on motive power and defects, delays or errors on the part of carriers, manufacturers or subcontractors for goods being sold or other third parties. Neither does the Seller bear liability for any consequences resulting from the behaviour of the other Party or Third Parties, for the behaviour of which the said Party is not legally responsible. If the Contract cannot be executed in a timely manner, either Party may withdraw from this contract in the part whose performance has been hindered for the reasons mentioned above. The Seller shall also not be liable for any effects resulting from the behaviour of the Other Party or Third Parties, for whose behaviour the Party is not legally responsible.

2. All information and documents regarding the contract and its execution constitute a trade secret of the Seller and may not be disclosed to Third Parties without its written consent or otherwise used by the Purchaser. This also applies to information obtained by the Purchaser upon and in connection with the conclusion and performance of the contract.