

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:

"GTCS D"	shall mean these General Terms and Conditions of Sale and Delivery;
"Supplier", "ADAMS Company"	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, VAT no. 7811921223, and REGON No. [<i>Company identification no.</i>]: 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;
"Parties"	shall mean the Supplier and the Ordering Party;
"Goods"	goods, products, batches of goods, raw materials, materials, packaging, etc. included in the ADAMS Company 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 Company 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

“Document form”
“Civil Code”

of Poland and except for Saturdays and Sundays shall mean fixation of information on a carrier, allowing to read its content (e.g. e-mail, fax); 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 Company. These GTCSD form an integral part of all Contracts concluded by ADAMS Company 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 excludes 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 shall be concluded as a result of the Offer submitted by the Supplier and the Order placed by the Ordering Party. The Offer may be preceded by the Ordering Party's Inquiry.
2. The Offer and the Order shall not be valid unless made in document form.
3. Art. 68² of the Civil Code shall not apply.
4. Items presented in the Price Offer shall remain valid for 30 days after its receipt by the ADAMS Company, unless stated otherwise therein.
5. Inquiries and Orders should be furnished to the ADAMS Company on Working 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 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 the 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 Delivery shall be the Ordering Party's seat.
2. The Delivery Date shall be specified in each Offer. If the Ordering Party wishes that the Delivery be on another date, the date proposed by the Ordering Party requires confirmation by the Company.
3. With the Delivery, the Company shall send a Stock Issue Confirmation containing at least the Supplier's order number and a list of the Goods delivered and their quantities.
4. The Ordering Party shall confirm the receipt of the Delivery on the Stock Issue Confirmation by way of: statement of Delivery receipt, stamp of the receiving party, legible signature of the person collecting the Goods, date of Delivery receipt, number of received packages and number of received pallets, including the number of damaged pallets.
5. The Supplier shall provide the Ordering Party with Goods in quantities agreed individually between the Parties but subject to possible quantitative differences in accordance with production tolerances:
 - a. up to 5000 pieces $\pm 10\%$,
 - b. from 5000 to 10000 pieces $\pm 7\%$,
 - c. above 10000 pieces $\pm 5\%$.
6. The Supplier allows for production tolerance of 1m² of corrugated board surface of $\pm 5\%$.

VI. Payment Terms

1. The payment for the delivered Goods takes place after the Delivery, within 30 days after issuing the VAT invoice to the Ordering Party, unless otherwise stated in the Price Offer.
2. The Supplier shall issue the VAT invoice to the Ordering Party immediately after issuing the Stock Issue Confirmation.
3. Payment shall be made by bank transfer to the bank account indicated by the Supplier in each VAT invoice. The date of payment shall be deemed the date when the bank account of the Company is credited.
4. For each day of delay, the Company may charge statutory interest for late payment.

5. The Company may suspend the performance of orders in the event of late payment by the Recipient of any invoice.
6. The ownership title to the Goods shall pass 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 EURO pallets 1200 * 800, ADAMS pallets code 33.
3. 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 a liquidated damages equivalent to the price of the pallet.
4. If the Purchaser fails to report the pallets for collection within 60 days of the Delivery Date, the Parties accept that the Purchaser has purchased pallets in accordance with the price list for pallets contained in the Price Offer. In such a situation, the ADAMS Company shall issue a separate invoice to the Ordering Party for the sale of pallets.

VIII. Tools and Designs

1. Production tools used to perform the Order are the property of the Ordering Party unless otherwise agreed by the Parties in the Contract.
2. The costs of initial preparation, i.e. production tools such as polymers and dies, shall be covered by the Ordering Party unless the Parties have agreed otherwise in the Contract.
3. Once the 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 the Ordering Party does not order a particular type of Goods within one year of its last production, the Supplier shall be entitled to dispose of the tools used to manufacture such Goods, upon prior calling the Ordering Party to collect them, and the Ordering Party hereby agrees thereto and waives any claims in this respect. The Ordering Party shall inform the Supplier by email about the intention to collect the production tools 7 days before the intended collection.
5. Should the Supplier bear the costs of preparation and the Ordering Party fails to order the declared quantity of Goods in a given year, the Ordering Party shall be charged in proportion with the cost of preparation, less the wear cost.
6. All technical drawings and graphic designs made by the ADAMS Company shall remain its property.

IX. 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 Customer Service Department of the ADAMS Company.
8. The ADAMS Company shall not be liable for physical defects of the Goods caused by their improper storage by the Ordering Party.

X. Quality of the Goods

1. Packages produced by the ADAMS Company meet all quality requirements resulting from Polish and Community law.
2. Quality standards of the ADAMS Company form Appendix No. 1 hereto.
3. Packages produced by the ADAMS Company are not intended for direct contact with food.

XI. Complaints

1. The Supplier agrees to deliver to the Ordering Party products free of any physical or legal defects.
2. If the Goods delivered to the Ordering Party have any defects, in particular those relating to quality or quantity deficiencies (beyond the tolerance referred to in paragraph clause V. 6), the Ordering Party shall be entitled to lodge a complaint to the Supplier.
3. Complaints should be submitted to the Supplier in writing under the pain of losing rights under the warranty within the following deadlines:
 - a. complaints about the quantity of Goods: immediately after Delivery
 - b. complaints about the quality of Goods: immediately after Delivery or within 10 business days after the delivery date with respect to defects which could not be detected at the time of Delivery receipt.
4. Complaints should specify the exact cause of the complaint (a detailed description of the defect along with attached photographs / packaging designs) and provide the identification data for a given delivery, in particular:
 - a. name, quantity and the code of the Goods

- b. Stock Issue Confirmation number
 - c. Delivery Date
 - d. Order number
5. Complaints shall not be allowed for Deliveries where the quantity of defective Goods does not exceed 0.5% of delivered batch of product.
 6. The complaint shall be handled by the ADAMS Company within 14 business days of the date of filing the complaint, unless such handling requires an independent expert opinion. While the complaint is being handled, the Ordering Party shall enable the Supplier to access the Goods in unaltered condition.
 7. The ADAMS Company shall not be responsible under warranty for the Goods which were manufactured in accordance with the design or documentation submitted by the Ordering Party.
 8. If the complaint is recognized, the Supplier shall be obliged to repair the Goods promptly or to replace them with new ones.

XII. Liability

1. The liability for damage, destruction or loss of the ordered Goods shall pass from the Supplier to the Ordering Party at the time of Delivery of the Goods.
2. Any Supplier's liability for non-performance or improper performance of the Contract, including liability resulting from defects in the product, covers the damage actually suffered and documented by the Ordering Party, except for lost profits, and shall be limited to 100% of the Contract value.

XIII. Force Majeure

1. The Parties shall not be liable for non-performance or improper performance of the contract governed by these GTCS D 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 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 GTCS D.
3. A party claiming force majeure shall be obliged to immediately notify the other Party in writing, under the pain of nullity, of the conditions of force majeure, its nature, scope, and expected duration of such force majeure or removal of its consequences.

XIV. 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 the pain of nullity, unless it is clear from the wording of a specific provision that the Parties have allowed a different form.
2. To matters not provided for herein, the provisions of the Polish law shall apply, in particular the provisions of the Polish Civil Code.
3. The Supplier reserves the ownership title to all documentation provided to the Ordering Party in connection with the performance of the Contract, in particular the technological documentation. Such documentation may not be made available to third parties without prior written consent (written form under the pain of nullity) from the ADAMS Company.
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 the pain of nullity.
5. The rights and obligations under the Contract may not be assigned by the ADAMS Company to any third party without the other Party’s prior written consent.
6. Any amendments or additions to the Contract shall not be valid unless made in the form prescribed in the Contract.
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 ADAMS Company’s seat.