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- d. more than 5000 items to 10000 items +/- 7%,
- e. more than 10000 items +/- 5%.
5. The number of items on the pallet as presented in the sales offer is an approximate calculation and subject to change.

## GENERAL TERMS AND CONDITIONS OF DELIVERY

WERNER KENKEL SPÓŁKA Z O.O.

WERNER KENKEL BOCHNIA SPÓŁKA Z O.O.

Version from 19.03.2019

### §1. Scope

1. The General Terms and Conditions of Delivery (hereinafter referred to as "GTC") shall specify the terms and conditions of cooperation between Werner Kenkel Spółka z o. o., or Werner Kenkel Bochnia Spółka z o. o. hereinafter referred to as the "Supplier", and the party placing an order with the Supplier, hereinafter referred as the "Customer", collectively referred to as the "Parties".
2. These GTC shall only be applicable to companies pursuant to the art. 431 of the Code of Civil Procedure.
3. Any cooperation between the Parties shall be solely based on contract templates as specified in these GTC.

### § 2. Prices

1. The prices as specified in the sales offer are inclusive of transportation costs of the packaging to the place of delivery as agreed between the Parties.
2. Any changes concerning the place of delivery of packaging by the Customer or placing partial orders shall be subject to amendments of the agreed price and shall be agreed upon by both Parties.
3. The price as agreed by both Parties may be renegotiated in the event of the occurrence of circumstances resulting in substantial change in production costs, in particular, raw material, energy and workforce costs.

### § 3. Terms and conditions of delivery

1. The date of delivery shall be specified from time to time by the Supplier and confirmed by the Customer.
2. The Customer shall receive the purchased order no later than 3 working days from the date of the confirmed readiness as specified by the Supplier. After this date, the Supplier shall be entitled to calculate any costs arising from storing the ordered goods.
3. The persons authorised to make representations (in particular placing orders) on behalf of the company, are authorised to make representations on behalf of the parties.
4. The Supplier shall supply the ordered number of packaging and cardboard to the Customer as agreed individually between the parties, subject to possible differences in quantity, according to the following production tolerances:
  - a. to 2000 items +/- 35%,
  - b. more than 2000 items to 3000 items +/- 20%,
  - c. more than 3000 items to 5000 items +/- 12%,

### § 4. Pallets/lids

1. The Supplier keeps a register of pallets/lids, which are subject to return.
2. The register, as specified in art. 1, contains the information concerning the number, type of pallet/lid and refers to each document of delivery.
3. At the Customer's request, the Supplier shall present the current balance to the Customer.
4. Returns of pallets/lids shall be from time to time agreed upon between the Customer and the Supplier.
5. On returning the pallets/lids, the Customer shall submit the delivery note confirming the number and type of returned pallets/lids to the Supplier.
6. The Customer shall return the same number of pallets as earlier received from the Supplier.
7. In case of failure to return the pallets within the agreed period of time, the Customer shall incur the costs of non-returned pallets.
8. In case of the change in the delivery address, the parties shall specify new terms and conditions of pallet/lid return.

### § 5. Payment delays

1. The Customer shall pay statutory interest for each day of payment delay.
2. The Supplier may withhold the performance of the delivery if the Customer fails to make any payments for the invoice in due time.

### § 6. Tools and designs

1. The costs of preparing packaging (plates and core cutters) shall be covered by the Customer.
2. The Supplier shall dispose of the used tools and make new tools at the Supplier's cost, in the event of which, the Supplier shall own the aforementioned tools.
3. If the Customer fails to order a given type of packaging within 18 months from its last production, the Supplier shall be entitled to dispose of the tools used for its production.
4. All technical drawings and graphic designs made by the Supplier shall become the Supplier's property.

### § 7. Food packaging

The packaging produced by the Supplier is not intended for direct contact with food.

### § 8. Storing:

- products should be stored so as to prevent them from getting damp, wet, stained, dirty and damaged
- storing on pallets
- storing temperature 5 - 30°C
- the distance of heating devices should be safe enough to prevent the products from drying, deforming and losing their properties.
- warehouse humidity 27 – 65% RH

#### ZAKŁAD FLEKSO / ZAKŁAD OFFSET

WERNER KENKEL Spółka z o.o.

ul. Mórkowska 3, 64-117 Krzycko Wielkie, REGON 410379491, NIP 697-18-65-579

Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu,

IX Wydział Gospodarczy KRS pod nr. 0000069862, Kapitał zakładowy 12.600.000,00 zł

Zakład Flekso - ul. Mórkowska 3, 64-117 Krzycko Wielkie, tel.: +48 65 533 15 00, fax: +48 65 533 17 00

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#### ZAKŁAD FLEKSO

WERNER KENKEL BOCHNIA Sp. z o.o.

ul. A. Mityry 7, 32-700 Bochnia, REGON 122580589, NIP 868-19-59-959

Sąd Rejonowy dla Krakowa-Śródmieścia w Krakowie,

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Kapitał zakładowy 391.656.000,00 zł

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- the room should be air-conditioned if the temperature and humidity are not equal
- the pallets should be opened only before use (according to technological regime)
- open pallets should be covered (weight)
- storing rooms should be dry and airy, if possible not located deep in soil, without additional smells (mustiness), with dry and dust-proof floors.
- Double stacking of originally secured pallets is allowed after prior arrangement with Customer Service Department of Supplier.

#### § 9. Quality tolerances

1. The tolerance of displacement of graphic elements in relation to the creasing and / or cutting line is +/- 2mm.
2. The acceptable color deviation in relations to the pattern depends on the paper quality. The tolerances are:
  - $\Delta E \leq 2$  for white kraftliners
  - $\Delta E \leq 3$  for recycled papers and spot colours (PANTONE)
  - $\Delta E \leq 5$  for recycled papers and CMYK colours, as well as other high transparency colours

#### § 10. Claims

1. Any claims shall be made by the Customer in writing, specifying a detailed purpose of claim (detailed description of defect with photographs/packaging templates) and accompanied with the following data allowing for the identification of delivery:
  - a. name of packaging
  - b. delivery note number
  - c. delivery date
  - d. delivery number
2. Any incomplete deliveries should be indicated by the Customer on the day of delivery. Any claims concerning qualitative non-conformity should be made as soon as possible after its discovery, but no later than 30 days after the receipt of goods. The Customer shall draw up a complaint report and send it by email to the Supplier.
3. The complaint shall be examined by the Supplier within 7 working days. The Customer shall grant access to packaging in the unaltered state. The claimed goods shall be at the Supplier's disposal until the claim is settled. The decision concerning the settlement of the claim shall be made within 14 working days upon its notification save in so far as the settlement of the claim is subject to the decision of independent appraisers.
4. The packaging which was produced according to the design and technical conditions of delivery as approved by the Customer shall not be subjected to claim.
5. In case of justified complaints, the Supplier shall promptly (no later than within 5 working days from the date of complaint approval) replace or repair the packaging.

#### § 11. Final provisions

1. These GTC are subject to the domestic laws of Poland.

2. Any disputes arising out of or in connection with these GTC shall be governed by Polish law and settled by applicable court of the complaining party.
3. If during the performance of these GTC, any Party files for bankruptcy or is declared bankrupt as filed by the creditor, or if recovery proceedings are initiated or the Party is put into liquidation, the Party shall promptly notify the other Party about this fact.
4. In case of any discrepancies as specified in the agreement/sales offer and these GTC, the provisions of the agreements/sales offer shall prevail.
5. These GTC have been drawn up in 3 languages: Polish, English and German. In the event of any discrepancy, the Polish version shall prevail.
6. These GTC shall be effective as of 01.06.2016.

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