

GENERAL CONDITIONS OF ORDERS, SALE AND DELIVERY

for the sale of packages by

Intro-Packman LLC

applicable from 01 July 2017.

§1. GENERAL PROVISIONS.

1. General conditions of orders, sale and delivery (GCoOSD) shall include terms and conditions of all orders.
2. Supplier referred to in these conditions is Intro-Packman LLC (Limited liability company) located in Jezewo, Poland.
3. GCoOSD are applicable for Supplier and Purchaser from the date of order confirmation until the date of its complete execution.
4. Any changes or exemptions to GCoOSD require the consent of both parties, concluded in written form, otherwise shall be null and void.
5. By placing an order you agree to GCoOSD of Intro-Packman LLC.

§2. PRICES

1. Prices given in offers are net prices, to which VAT (23%) shall be applied.
2. Collective packaging is included in each price.
3. Packagings are delivered on disposable pallets – after the order is dispatched they are no longer the property of Intro-Packman LLC.

§ 3. AMOUNTS.

1. The supplier is obliged to deliver to Purchaser the exact amount of packagings, as agreed between the parties during each delivery. Due to complicated technological process, the final amounts may, however, be slightly different than given in the order:
 - +/- 5% for orders up to 5000 units
 - +/- 3% for orders from 5001 to 20000 units
 - +/- 2 % for orders larger than 20001 units.

§ 4. DELIVERY TIME.

1. Delivery of the Goods is performed within the time limit agreed by the parties. The margin of changing the deadline set shall be maximum 3 working days. The Supplier is obliged to inform about every change of deadline set in written form.
2. In situations justified by technological and/or random reasons, the delivery time may exceed 2 working days. In such circumstances delay in delivery time shall not give the right to claim compensation from the Supplier.
3. Such provision, as referred to in the point above, applies in case of delays or when being unable to finalize delivery, as a result of circumstances beyond the control of the Supplier (e.g. fire, flood, public holidays, import or transport restrictions).

§ 5. DELIVERY CONDITIONS.

1. Supplied Goods shall be delivered to the address specified by the Purchaser, within the time limit previously agreed by the parties and provided by the Supplier in order confirmation.
2. In case of supplies executed within an open order, maximum term of keeping packagings in storage is 30 days, counting from the date of submission of order. After 30 days the Supplier, after prior Agreement with the Purchaser, sends the full amount of Goods with an invoice to the address provided in order.
3. Collecting the ordered Goods in person shall take place from the Supplier's warehouse, after prior notification.
4. In case when ordered Goods are sent to the Purchaser using transport agent or shipping company, possible damage done during transport shall be reported after unloading, checked in the Goods dispatched note and shall be accompanied by the complaint protocol.
5. Stretch protection foil, used to secure pallets of sacks during transport, shall be taken off immediately after dispatching Goods in recipient's warehouse.
6. Purchaser is committed to inspect the Goods with special care (immediately upon arrival) for possible apparent defects and to check the amounts of Goods, at least the units packagings.

§ 6. GRAPHIC DESIGNS, PRE-PRODUCTION.

1. All graphic designs proposed by the Supplier are the property of Intro-Packman LLC. In the event of cancellation an order, copying or partial use of graphic designs will be treated as copyright infringement of Supplier.

2. Supplier shall not be responsible for errors in graphic designs and contents which are owned by Purchaser and on the basis of which the order is processed.
3. Purchaser shall bear the cost of preparing printing plates. Any tools will be stored by the Supplier for no longer than a year from the date of the last order, processing of which require purchased tools.
4. In the event when tools are used or broken and faults are not attributable to the Supplier, they shall be restored at the expense of the Purchaser and become its property, about which Supplier shall inform the Purchaser.
5. Projects, drawings and patterns prepared for submitting a tender and producing packagings, but not delivered by the Purchaser, are the property of Supplier and without his permission shall not be used by Purchaser and third parties.

§ 7. CLAIMS / COMPLAINTS.

1. Claims and comments concerning the non-compliance of products with the Agreement shall be reported to the Supplier in written form within 7 working days from the date on which non-compliance was observed.
2. For faults not reported within the period specified in § 7 p.1 and which should be detected during the Goods examination provided for in GcoOSD, the Supplier's liability is excluded.
3. Report shall include precise description of defect, informations from pallet's etiquette (Goods/product name, production date and shift), specified quantity of claimed packagings, as well as their samples, photos and a copy of the purchase invoice. In the event of not fulfilling the aforementioned conditions, complaint cannot be deemed valid.
4. Lodging a complaint shall not entitle Purchaser to claim compensation or to withdraw from the Agreement.
5. Claim cannot concern supply, in which amount of missing or damaged packagings does not exceed 0,5% of all packages supplied in the order. Claim may, however, concern all disparities in class, quality and amount of packagings stated in the order and described in the invoice.
6. In case where Goods have been damaged during the transport, Purchaser is obliged to enter the annotation about the type of damage in the Goods dispatched note. Annotation must also be signed by a driver, who was delivering the supply.
7. Lodging a complaint shall not release complainant from obligation to fulfil its obligation, that is to pay the amount due.
8. In case the Supplier accept the claim, the Purchaser, after prior Agreement with Supplier, may obtain price discount or exchange for defect-free Goods, in amount equivalent to the amount of

defective Goods. The choice of the remedy belongs to Supplier.

9. The return of the claimed Goods may take place only after prior Agreement about return conditions with the Supplier.

10. Supplier is responsible for the failure or improper performance of the obligation towards the Purchaser, following own and wrongful action or omission. This liability is limited only to the actual damage sustained by the Purchaser, however not higher than the value of unperformed or improperly performed order or other Supplier's obligation.

§ 8. QUALITIES OF ORDERED GOODS.

1. Intro-Packman company does not guarantee uniformity or similarity of paper color on the ordered packages.

2. Tolerance in printing content may be up to 1 mm.

3. Tolerance in sack size may be respectively:

- up to 0,5 cm in width
- up to 1,5 cm in length
- up to 1 cm in bottom width

4. Ordered Goods will be produced in line with the standards used in the sector:

- ISO 9001:2015

§ 9. FINAL PROVISIONS

1. In matters not governed by GCoOSD, the provisions of the civil code shall be applicable.

2. Any disputes between the parties shall be settled by The District Court in Torun.