

**GENERAL CONDITIONS OF SALES AND DELIVERY OF
ALUPOL FILMS Sp. z o.o.
Revision 5 Applicable since
15.05.2024**

I. GENERAL PROVISIONS

1. The general conditions of sales and delivery specified in this document shall constitute the rules under and according to which ALUPOL FILMS Sp. z o.o. with its registered office in Oświęcim at ul. Gospodarcza 18, KRS: 0000535820 (hereinafter referred to as: **"the Supplier"**) shall sell or deliver the goods they offer or provide services to persons who are not consumers within the meaning of Art. 22¹ of the Civil Code (hereinafter referred to as **"Ordering Parties"** or individually as **"the Ordering Party"**). The conditions of sales and delivery specified in this document (hereinafter referred to as **"General Conditions"** or **"G.C."**) shall apply in every case in which the Supplier sells or delivers goods to the Ordering Party or provides services, unless the application of the conditions is explicitly excluded in full or partially in the written part of the agreement binding for the parties. Application of these General Conditions must not be excluded or limited by provisions of general terms of purchase or other patterns used by the Ordering Party.
2. Whenever the General Conditions use the term:
"Goods" - shall be understood as all or any part of the materials, products or services delivered or performed by the Supplier in favor of the Ordering Party.
"Agreement" - shall be understood as each and any agreement binding for the Supplier and the Ordering Party, under which the Supplier is obligated to sell or deliver Goods.
"Order" - shall be understood as any declaration of the Ordering Party with the intent to purchase Goods from the Supplier.
3. These General Conditions shall constitute an integral part of the Agreement between the Supplier and the Ordering Party, regardless the method of its conclusion.

II. CONCLUSION OF THE AGREEMENT

1. The agreement shall be concluded upon acceptance of the offer (as well as the confirmation of acceptance of the Order for implementation) in writing or in form of a document or upon signing of a separate document of agreement in writing by the Supplier and the Ordering Party.
2. Announcements, advertisement, price lists, prospects, catalogues, and other information materials used by the Supplier shall not be binding and shall not constitute an offer pursuant to Art. 66 of the Civil Code nor a warranty regarding properties of Goods. They must be treated, in any case, as an invitation to tender, unless their content explicitly states something different.
3. The reply of the Ordering Party to the Supplier's offer subject to changes and supplementations that do not significantly change the content of the offer or within the scope of its partial acceptance, shall not be considered as acceptance but as a new offer. The agreement shall be concluded upon acceptance of the new offer by the Supplier.

III. ORIGINS OF GOODS

The Supplier shall reserve the right to deliver Goods produced by the Supplier or analogous goods produced by other entities.

IV. PRICES

1. Any prices or rates specified by the Supplier in agreements, offers, prospects, catalogues, confirmations of Orders, etc. shall be understood as net prices based on the formula of Ex Works (INCOTERMS 2010), i.e. loco warehouse of the Supplier without costs of transport, insurance, customs and other import and export costs, unless the Agreement clearly states otherwise. The price shall include VAT at the rate arising from regulations applicable upon preparation of the VAT invoice.
2. The price indicated in the confirmation of the Order (acceptance of the offer) shall apply only with regard to that single order (offer) and shall not apply to future orders (offers).
3. Calculation of prices takes place with the assumption of stable economic relations. If the costs of implementation of the service (prices of raw materials, costs of labor, production costs, tax rate, etc.) greatly (significantly) increase within the period between the conclusion of the Agreement and its deadline, the Supplier shall have the right, at their sole choice, to change the price with regard to the change of relations or to withdraw from the Agreement within a week from the date on which such circumstances were revealed. If the Ordering Party does not object within 7 days from the date of the notice on the change of the price, it shall be understood as their acceptance of the new price. Objection of the Ordering Party with regard to the change of the price
4. Unless otherwise agreed and in the case of cross-border delivery to Germany, the Ordering Party shall assume the take-back obligations of the Supplier pursuant to Section 15 of the German Packaging Act and shall ensure that the packaging is taken back and properly and professionally recycled. The costs incurred for taking back and recycling shall be borne by the Ordering Party.

shall entitle the Supplier to terminate or withhold from the Agreement within 7 days from the delivery of the objection.

V. IMPLEMENTATION OF AGREEMENTS

1. A surplus or insufficient amount of goods (weight, volume, etc.) delivered by the Supplier of Goods shall not be treated as improper performance of the Agreement, if such a difference does not exceed the size of a particular delivery specified in the Agreement (Order) by more than 10%. In such cases, the Ordering Party shall be obligated to pay for the amount of Goods that has been actually delivered. The grounds to determine the amount of delivered Goods shall be the measurement conducted by the Supplier.
2. Whenever the Agreement sets out the conditions for implementation of deliveries through reference to INCOTERMS 2010 or similar forms used in international trade, they shall be applied only within the scope not provided for differently in the General Conditions. Unless the parties decide otherwise, the delivery of Goods shall be to the Suppliers headquarters based on the formula Ex Works INCOTERMS 2010.
3. The deadline of the delivery specified in the Agreement shall have an instructive nature and shall obligate the Supplier to make effort to perform the service within that period or a possibly similar period. In the case in which no delivery deadlines were determined, the delivery shall be implemented according to the capacities of the Supplier and availability of Goods. If after the conclusion of the Agreement it appears that implementation of the Agreement within the established deadline is impossible or difficult, the Supplier shall be obligated to immediately inform the Ordering Party and indicate a new deadline for the performance of the service. In such cases, the Ordering Party shall be entitled to withdraw from the Agreement within 7 days from the date of delivery of the notification to the Ordering Party. In such cases, any claims for indemnity of the Ordering Party against the Supplier shall be exempted.
4. If the Agreement provides for that performance of the service by the Supplier must be preceded by fulfillment of specific conditions by the Ordering Party, including hedging of payments, the established deadline of the Supplier shall be extended by the period of the delay in fulfillment of the a/m conditions or shall commence after fulfillment of those conditions by the Ordering Party in the case in which none deadline for such fulfillment was specified.
5. The Ordering Party shall be obligated to inspect the Goods for their amount and quality upon being handed over. Occurrence of quantitative insufficiency or qualitative defects should be specified by the Ordering Party in the document that confirms handing over of Goods. In the case of occurrence of hidden defects, the Ordering Party should immediately notify the Supplier within 7 (seven) days from identification of such defects. A breach of the above obligations shall result in loss of claims of the Ordering Party due to defects and deficiencies of the Goods.
6. The Supplier shall have the right to receive the payment for the price determined for performance of the Agreement and delivery of the Goods pursuant to conditions of INCOTERMS 2010. Non-fulfillment of conditions of the Agreement by the Ordering Party, especially in the case of untimely collection of Goods from the Supplier's warehouse, rejection of Goods delivered in accordance with the Agreement, or cancellation of an Order that has been confirmed for implementation or implemented shall not exempt the Ordering Party from the obligation to pay the determined price.

VI. FORCE MAJEURE

The Supplier shall not be liable for any lack of delivery or delay in delivery that arise (directly or indirectly) from external obstacles that are not the Supplier's fault and, in particular, that are the consequence of: fire, floods, accidents, explosions, nuclear explosions, earthquakes, storms, pandemic, failure of equipment or machines, failures of the IT system, sabotage, strikes or other labor disturbance, actions or defaults of any public authority, lack or suspension of supply of energy, water, raw materials, materials for production. If the obstacle causes a delay in performance of the Agreement that exceeds 30 days, each of the parties shall be entitled to withdraw from the Agreement.

VII. PAYMENTS

1. Payment for the Goods shall be made by the Ordering Party in accordance with the established payment deadline indicated in the written confirmation of the Order for implementation or in the Agreement, whereby the Ordering Party shall not be entitled to deduct their counterclaim against the Supplier from the claim for payment for the Goods, especially in the case of claims regarding a complaint, the consideration of which is conducted within a different procedure and is a subject of a different settlement.
2. The Supplier shall have the right to collect interest for delay in trade transactions on due or delayed payment in the statutory amount provided for in Polish law.

3. If the Agreement does not constitute otherwise, any payments should be made by bank transfer to the Supplier's bank account specified on the invoice or in another way communicated to the Ordering Party.
4. Even if it is provided for differently upon conclusion for the Agreement, the Supplier can request a prepayment for the Goods from the Ordering Party in the case in which, after conclusion of the Agreement, the economic (financial) situation of the Ordering Party greatly deteriorated (in the Supplier's opinion) or in the case of other circumstances that, in the Supplier's opinion, increase the risk of untimely payment for the Goods. Until the prepayment or establishment of the hedging, the Supplier can withhold their own services.
5. In the case of a delay of the Ordering Party in the payment of the price for Goods or its part, or in the case of bankruptcy, reconstruction, or liquidation proceedings (or any other proceedings under any jurisdiction) filed against the Ordering Party), the Supplier shall have the right to withhold the performance of their own services, including suspension of the delivery of Goods, even if implemented under an Agreement other than the Agreement connected with the delay of the Ordering Party, as well as shall have the right to withdraw from the already concluded Agreement.
6. In the case of Agreements that provide for a deferred payment for Goods (merchant credit), the Supplier shall reserve the right to unilaterally specify the value limit of the credit. The Supplier shall be also entitled to unilaterally change such a limit in situations that have been described in point 4 above. The Supplier shall notify the Ordering Party on the granted limit and its changes. In the case in which the granted merchant credit is exceeded, the Supplier may, at their own discretion, without the necessity to separately notify the Ordering Party, withhold implementation of next Orders or the Order, the implementation of which would exceed the granted limit.

VIII. TRANSFER OF OWNERSHIP

1. Ownership of Goods shall be transferred to the Ordering Party only upon the full payment for the Goods, including the possible interest for delayed payment. In the period from the date of delivery of Goods to the date of performance of the a/m payment, the Ordering Party shall be a dependent owner (at their own cost and risk). In such period, the Ordering Party shall be obligated to insure the Goods against any risk up to their full gross replacement value. In such period, the Ordering Party shall have the right to use the Goods. The Ordering Party shall be obligated to immediately return the Goods to the Supplier in the case of getting into a delayed payment. In such cases, the Ordering Party shall irrevocably authorize the Supplier to physically take over the Goods the ownership to which has not been transferred to the Ordering Party, including authorization to access the premises (plant) of the Ordering Party for that purpose.
2. The Ordering Party hereby transfers to the Supplier the receivables arising from possible sales of Goods by the Ordering Party conducted despite the retention of title to the Supplier, in an amount equal to the gross invoiced price for particular Goods.
3. Upon the Supplier's request, in order to secure any claims of the Supplier with regard to the Ordering Party that could arise due to sales of the Goods, the Ordering Party shall issue a blank bill of exchange or establish other form of hedging - according to the Supplier's choice and discretion and shall be obligated to deliver it to the Supplier before performance of the delivery of Goods.

IX. GUARANTEE AND RESPONSIBILITY OF THE SUPPLIER

1. The Supplier guarantees that the quality of Goods shall be compliant with the Catalogue Cards / Technical Specifications adopted by the Supplier and that it is approved, every time, with a Quality Certificate issued for every shipment batch. Upon each request of the Ordering Party, the Supplier shall provide the Ordering Party with Catalogue Cards / Technical Specifications within the scope of ordered Goods,
2. All technical data, including validity dates / guarantee periods, storage conditions, etc. are specified in the detailed technical specifications of particular Goods.
3. The Supplier shall reserve the right to reject a complaint in the case of the Ordering Party's non-compliance with the complaint procedure specified in these General Conditions.
4. Goods that are the subject of complaint must be accessible for the Supplier's disposal and inspection.
5. In order to submit a complaint by the Ordering Party, it shall be required to present the delivery document (delivery note or delivery specification), Quality Certificate, and labels of the spools being subject to complaint as well as to deliver proofs for the submitted non-compliance in form of pictures, videos, samples with designated defect being the subject of the complaint. In the case of lack of the a/m documents and proofs and submission of the complaint after expiry of the guarantee period, the complaints shall not be considered.
6. The complaints are to be submitted within the guarantee period in writing, by specifying the type of the film that is the subject of the complaint, thickness, the quantity and the description of the identified defect or processing issues.
7. The film that is the subject of the complaint, until the complaint is considered, should be packed, marked with labels, and secured against damage. The film subject to complaint that is damaged during the consideration of the complaint (due to improper securing or storage) shall not be subjected to the complaint procedure.

8. The film subject to the complaint must not be returned by the Ordering Party without a prior written consent of the Supplier.
9. In the case of determination of qualitative defects, the Supplier shall be liable only up to the actual net value of the defective, unprocessed Goods.
10. In the case of identification of hidden defects (that negatively influence further processing of the film - printing, lamination, etc.), the Ordering Party shall be obligated to cease processing of the film and immediately notify the Supplier in writing. The Supplier shall be liable only for the cost of two first processed spools, however not more than 200 kg.
11. In the case of a complaint submitted by the Ordering Party (in writing), the Supplier shall be obligated to reply on the method of the complaint procedure within up to 10 working days from the date on which the Ordering Party delivers all the documents specified in point 5 above. In case of the necessity to test the film at an external laboratory, the above deadline might be extended by 30 days. The Supplier shall complete the complaint procedure as quickly as possible - however not later than within 4 weeks from the decision on the method of further complaint procedure.
12. In the case in which the complaint is rejected, the Ordering Party may, at their own expense, order referee tests by an independent and accredited laboratory or a non-accredited laboratory - determined by both parties of the Agreement. The sample for referee tests must be taken in presence of the Supplier's representative. Referee tests performed for the sample of film collected without the participation of the Supplier's representative shall be deemed unreliable.
13. In the case of supplies at the Supplier's expense, the Ordering Party should, during acceptance, check whether there have been any mechanical damage or damp of the Goods during transport - it refers to deliveries such as Delivered at Place, DAP INCOTERMS 2010. The Supplier shall consider complaints only in cases in which the delivery document (CMR, consignment note) includes a description of the damage to goods signed by the driver or when the Supplier received a written information justified with relevant proofs with regard to damage within a period no longer than 7 days from the date of acceptance of Goods.
14. The Supplier shall not be liable for actions taken by the Ordering Party with regard to Goods, in particular within the scope of or during processing or manufacture with the use of other goods/products by the Ordering Party. If it is not stated otherwise, the Supplier shall not guarantee appropriateness/suitability of Goods for any particular purpose, even if such purpose is known and no such guarantee shall be implied as a part of the name or description, under which the Goods are sold nor as a part of any advice or instructions given by the Supplier or Supplier's employees or partners. The Ordering Party declares that they hold all the target, in the opinion of the Ordering Party, written technical information, information regarding safety, and any other information referring to Goods in accordance with the status upon their delivery by the Supplier. The Ordering Party shall be solely responsible for checking and testing of the Goods within the scope of their processing properties and suitability for intended purpose.
15. The Ordering Party shall be liable for the results of independent implementation of the product delivered by the Supplier. In the case in which the Supplier does not participate in the industrial implementation project with the use of the Supplier's products and has not been informed on the results of conducted testing, the Ordering Party shall assume the legal and financial liability for results of any damage or claims due to admitting the Supplier's goods to any use and they shall be obligated to timely pay the full price for the purchase of the Supplier's products.
16. Submission of the complaint shall not exempt the Ordering Party from the obligation to pay the full price for the delivered Goods within the specified payment period.
17. In the case in which the complaint submitted by the Ordering Party is accepted as justified, the Ordering Party shall be entitled to request replacement of the defective Goods with Goods free from defects within a determined period or to request a refund of the price of defective Goods after prior return of such Goods by the Ordering Party. In the case in which it is impossible to deliver the Goods free from defects to the Ordering Party or when such delivery would involve disproportionately high costs and the parties do not agree on a decrease in prices of the defective Goods, the Supplier can exempt themselves from the liability by returning the price of the defective Goods that had been returned to them. The provisions of this point describe the obligations of the Supplier for defective Goods in an exhaustive way.
18. Regardless the grounds of the claims of the Ordering Party, under no circumstances will the Supplier's liability be allowed to exceed the total net price of the Goods that are related to such claims.
19. The Supplier shall not be liable for defects of the processed Goods, including: printed or laminated packaging.

X. TRADE SECRET

1. Any information and documents regarding the Agreement, including negotiations leading to its conclusion or implementation shall constitute a trade secret of the Supplier and must not be disclosed to third persons without the Supplier's written consent and not used in any way by the Ordering Party. The provision shall also refer to information the Ordering Party learned about due to and in relation to conclusion and performance of the Agreement.

2. The Ordering Party shall be particularly obligated to keep confidentiality with regard to all commercial, economic, and technical information. Moreover, the Ordering Party shall obligate to use such information solely to perform the Agreement.
3. In order to refer to commercial relationship with the Supplier by the Ordering Party in advertising, references, publications, and other similar materials or to use the Supplier's name or trademark within that context shall require a prior written consent of the Supplier.

XI. PERSONAL DATA PROTECTION

1. The Provider is an administrator of personal data of the Ordering Party who is a natural person (including conducting business activity or a partner in a civil law partnership), as defined in art. 4 point 7 - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation), hereinafter referred to as GDPR.
2. In matters regarding personal data, you can contact the Data Protection Officer by post to the address of the Provider or by e-mail at: iod_AF@grupakety.com.
3. The Administrator processes personal data of the Ordering Party for the purposes of:
 - a. concluding of the agreement or realisation of an order, as well as the realisation and monitoring of the realisation of the concluded agreement / order - for the period preceding the conclusion of the Agreement and for the duration of the Agreement (Art. 6 para. 1 letter b GDPR - conclusion and realisation of the Agreement);
 - b. archiving to the extent necessary to perform legal obligations, in particular tax and accounting regulations - for the period resulting from these provisions (legal basis Article 6 paragraph 1 point c of the GDPR - realisation of an obligation imposed by law);
 - c. possible determination and pursuit of claims or defence against claims, including the sale of claims - for the duration of proceedings and the period of limitation of potential claims (legal basis Article 6 paragraph 1 letter f of the GDPR - implementation of the legitimate interest of an administrator in the form of pursuing claims and defence against claims related to the Agreement);
 - d. verification of the credibility of the Ordering Party - i.e. the implementation of necessary actions in the form of risk assessment before the conclusion of the agreement, after its conclusion, during the realisation of the Agreement. In pursuit of this objective, we can additionally obtain data of the Ordering Party from business information registers, credit information agencies and other publicly available information sources. The personal data referred to in the previous sentence will relate to the Ordering Party's settlement of obligations and the Ordering Party's business activities (legal basis Article 6 paragraph 1 letter f of the GDPR - implementation of the legitimate interest of an administrator), for the period necessary to make such assessment;
 - e. creating analyses of the results of the business activity conducted by the Provider for internal purposes - for a period not longer than that indicated in points b) and c) above (legal basis Article 6 paragraph 1 letter f of the GDPR - implementation of the legitimate interest of an administrator in the form of optimization of the conducted business activity).
4. Employer's data is simultaneously Co-administered by companies belonging to the Flexible Packaging Segment of the Capital Group of Grupa Kęty S.A., which includes:
 - Alupol Packaging S.A. with its registered office in Tychy at ul. Strefowa 4, 43-109 Tychy, KRS 0000357912, tel. +48 32 324 57 00, mail: alupol@grupakety.com;
 - Alupol Packaging Kęty Sp. z o.o. with its registered office in Kęty, at ul. Kościuszki 111, 32-650 Kęty, KRS 0000331243, tel. +48 33 844 64 33, mail: alupol@grupakety.com;
 - Alupol Films Sp. z o.o. with its registered office in Oświęcim, at ul. Gospodarcza 18, 32-600 Oświęcim, KRS (National Court Register) 0000535820, tel. +48 32 324 57 41, mail: alupolfilms@grupakety.com,
 and processed by the Co-controllers for the purposes of:
 - a. ensuring and improving the organization of the work of Joint Controllers as entities of the Flexible Packaging Segment of the Capital Group of Grupa Kęty SA, reporting and analytical - until the time necessary to perform the tasks of Joint Controllers or to the moment of objection of a person to whom the personal data is related (legal basis Article 6 paragraph 1 letter f GDPR - implementation of the legitimate interest of the co-controllers of personal data),
 - b. commercial operations - for the period preceding the conclusion of the agreement / order (hereinafter referred to as: the Agreement) and for the period of realisation of the Agreement (legal basis Article 6 para. 1 letter b GDPR - conclusion and realisation of an Agreement),
 - c. marketing - until the objection or withdrawal of the Ordering Party's consent is expressed (legal basis of Art.6 para. 1 letter f or letter a GDPR - implementation of the legitimate interest of the co-controllers of personal data or consent of the person to whom the data is related to).
 The main content of the co-administration arrangements is available at request of a person to whom the data is related to, sent at the abovementioned contact details of the Data Protection Officer at request.
5. The Ordering Party has the following rights: to access the personal data, to correct the data, to delete the data, to limit processing of the personal data; to transfer the data; object or withdraw a consent at any time.
In order to exercise your rights or obtain additional information, please contact us in writing to the Data Protection Officer indicated above.
The Ordering Party also has the right to lodge a complaint to the President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warsaw), if he considers that the processing of his personal data violates the provisions of the GDPR.
6. In certain situations, the recipients of the Ordering Party's personal data may consist in the following categories of recipients:
 - transport or courier companies, postal operators,
 - banks and payment institutions,
 - incurrence companies,
 - credit information agencies, business information and credit information offices,
 - buyers of debts,
 - law firms,

- tax offices,
- entities acting on behalf of the Provider, i.e. subcontractors cooperating with the Provider (e.g. entities operating ICT systems and providing IT services, entities providing us with advisory, consulting, auditing services, legal, tax, accounting advisory, document archiving, debt collection),
- entities being part of the group of enterprises to which the Provider belongs (Grupa Kety S.A. with its registered office in Kęty and companies controlled by it),
- entities or bodies authorized pursuant to legal provisions (including courts, prosecutors, bailiffs, regulatory and supervisory bodies),

to the extent it is necessary to achieve the purposes for which personal data is processed

7. Providing personal data is a prerequisite for the implementation of the agreement or performing activities before the conclusion of the agreement. If the personal data is not provided, realisation of the agreement or performing activities before its conclusion will not be possible.
8. The Provider does not intend to provide Ordering Party's data to the so-called third countries (i.e. outside the European Economic Area). However, if the need arises, the Provider can do it by providing an adequate level of protection and applying the relevant legal provisions.
9. The Ordering Party's personal data are not subject to automated decision making, including profiling related to automatic decision making.
10. The Ordering Party undertakes to acknowledge its employees and associates, whose personal data it provides to the Provider, with the content of the information obligation arising from art. 14 GDPR, posted on the website of the Provider- http://alupolfilms.eu/odo_AF_RODO.

XII. APPLICABLE LEGAL REGULATIONS AND JURISDICTION

1. While placing an order or agreeing to a contract in accordance with point 2, paragraph 1 of these General Conditions, the Buyer confirms that no sanctions established by Polish government, EU organs or United Nations have not been imposed on the Buyer and the beneficial owner of the Buyer is not subjected to these sanctions as well. In addition, while placing an order or agreeing to a contract, the Buyer confirms that the goods within the given order or contract will not be sold to entities to which sanctions established by Polish government, EU organs or United Nations have been imposed and the beneficial owner of the Buyer is not subjected to mentioned sanctions as well.
2. These General Conditions and every Agreement shall be subjected to, interpreted, and its disputes resolved according to Polish regulations of law, with the exception of point 4(4) of these General Conditions, which is governed by German law. The application of the United Nations Convention on international sale of goods dated 11 April 1980 (Journal of Laws dated 13 May 1997, No. 45, item 286) shall be excluded.
3. In the case in which any of the provisions of these General Terms of Sales are or become invalid or unenforceable, other provisions shall be still binding.
4. Any disputes arising in any way from the General Conditions and any Agreement shall be handled by the Polish common court competent for the Supplier's registered office.