

General Terms and Conditions of Sale in HEINZ-GLAS Działdowo Sp. z o.o.

1. These General Terms and Conditions of Sale (hereinafter referred to as: "GTCS") apply to all sales, supply and service agreements concluded by HEINZ-GLAS Działdowo Sp. z o.o. with its registered office in Działdowo (13-200 Działdowo, Wł. Jagielly 40 Street), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn, VIII Division of the National Court Register - KRS: 0000104955, share capital: 10.840,000 PLN (hereinafter referred to as: "HGD") with contractors (hereinafter referred to as: "Buyer" or "Buyers"), the subject of which are goods or services covered by the HGD's business activity (hereinafter referred to as "Packaging/Packages"), with the exception of agreements concluded with consumers. These GTCS apply to agreements concluded with Buyers, who are Polish and foreign entities.

2. The GTCS are binding both for HGD and the Buyer. HGD shall not be bound by any conditions specified by the Buyer - even if HGD does not raise a separate reservation in this regard. The conditions determined by the Buyer only apply to HGD if it has given its consent to these conditions in a written form.

3. If any of the provisions of the GTCS proves to be inconsistent with the provisions of the agreement accepted by both Parties, the provisions of the agreement shall be applied.

4. In the event of a conflict of any provisions of the GTCS with documents other than the agreement, these GTCS shall prevail.

5. Placement of an order by the Buyer means that the Buyer has read the GTCS published on the website www.hgd.pl.

6. The HGD's prices are valid when assuming FCA delivery - Wł. Jagielly 40 Street or Przemysłowa 65 Street, 13-200 Działdowo (INCOTERMS 2020) and they are net prices. These prices should be increased by the due tax on goods and services or other taxes, fees and public charges due in accordance with the law, in the amount applicable on the date of issuing the VAT invoice.

7. In the case of other terms of delivery, separate (written) arrangements with the Buyer shall be applied.

8. The packages will be packed in a manner agreed by the Parties - the cost of packaging will be included in the unit price of the Packaging.

9. Shipment of the Packaging, beyond the place indicated in point 6, is conducted at the expense and risk of the Buyer. HGD is not responsible for damage, destruction or loss of Packages during transportation.

10. The delivery dates begin when HGD confirms the acceptance of the order for execution. They are valid only if all the details of the order are agreed on time and all obligations of the Buyer are carried out in a timely manner.

11. The implementation of individual orders may differ from their content within the acceptable margin for: quantities +/- 10%, delivery +/- 2 weeks. It is also allowed to change the size, content, weight and shade of Packages - resulting from production. The deliveries (determined in the preceding sentences) are considered duly performed by HGD, and the Buyer is obliged to accept the Packages. HGD, to the best of its knowledge, will provide information about dimensions and weight of the transported Packages, as well as information about packaging materials. This does not constitute a warranty of scrupulous compliance with this information, so HGD shall not be liable for any damage resulting from factual inconsistencies with the information provided under this clause.

12. Force majeure, as well as other events that seriously limit production or compliance with the order or cause logistics problems, constitute grounds for changing deadlines or withdrawal from the agreement by HGD. In such a situation, HGD is obliged to notify the Buyer (in a written form) about the occurrence of such an event within 3 days from the occurrence of the circumstances described in this point. In the event of withdrawal from the agreement under this clause, HGD shall not be responsible for any damages resulting from its withdrawal from the agreement.

13. In the event of withdrawal from the agreement by the Buyer, HGD may:

- 1) charge a contractual penalty in the amount of 10% of the agreement value indicated in the order confirmation - however, HGD may claim its payment and supplementary compensation up to the amount of the suffered damage - i.e. this penalty is countable,
- 2) charge the Buyer for the ordered components necessary to carry out the confirmed production (e.g. trays, grates). If the Buyer withdraws from the agreement after the beginning of production or after its completion, HGD may:

1) charge a contractual penalty in the amount of the equivalent of the manufactured goods (by the date of withdrawal) according to prices from the order - HGD may request the payment and compensation up to the amount of the suffered damage - i.e. this penalty is countable,

- 2) charge the Buyer for the ordered components that are necessary to perform the confirmed production (e.g. trays, grates).

14. The ordered Packages must be collected within 90 calendar days from the date indicated in the confirmation of accepting the order for execution or other deadline agreed by the Parties. In the event of the Buyer's delay in the collection of the Packages, HGD has the right to:

- 1) charge a contractual penalty in the amount of 0.1% of the value of unclaimed Packages for each day of delay in collection. This penalty is not charged if the Buyer pays HGD an advance payment in the amount of 100% of the value of unclaimed Packages;
- 2) receive a remuneration for delay in the purchase and collection of the ordered Packages in the amount of 10 EURO (net) per month for each pallet of unclaimed Packages.

15. The delivery of goods and the related ownership and transfer of the risk or its loss or destruction take place at the time of delivery of the goods to the Buyer or the indicated carrier - unless the Parties agree otherwise.

16. If the delay in collecting the Packages exceeds 15 calendar days, HGD has the right (after an unsuccessful written request directed to the Buyer to collect the Packages within an additional period of 15 days from the date of receipt of the request) to destroy the unclaimed Packages, as well as to charge the Buyer with the value and all costs related to their destruction and storage, including the contractual penalties and fees referred to in the preceding point - the Buyer agrees to such a solution.

17. HGD grants the Buyer a warranty for the Packaging for a period of 180 calendar days from the date of production for the given Packaging, provided that it has been received in accordance with the conditions specified in point 14 above.

18. If the Buyer finds any non-compliance related to the quantity of Packages or their quality and compliance with the order, the Buyer is obliged (within 3 days from the date of finding the above-mentioned non-compliance, but not later than within the warranty period) to inform HGD about any irregularities (hereinafter referred to as "Notification of non-compliance").

19. HGD is obliged to carry out the following actions at its own expense, in the particular sorting/burning/disposal of the Packages covered by the Notification of non-compliance. HGD may, on the basis of a separate order and separately agreed regulations, commission the above-mentioned activities to the Buyer or another third party. In the case of an order to a third party, the Buyer is obliged to cooperate with this entity in the scope of this order.

20. HGD reserves the right to change the confirmed or agreed prices in the event of cost increases, changes in exchange rates or currency regulations, changes in customs duties or changes in other factors beyond the control of HGD. In such a case, HGD will inform the Buyer about the price change and about the status of the order (completed so far). In the event of an increase in prices, the Buyer has the right to withdraw from the agreement in the scope of an unrealized order - the Buyer is obliged to notify HGD about this situation in a written form within 5 working days from the date of receiving new prices. After the end of this period, withdrawal is no longer possible. Changes in the exchange rate do not entitle the Buyer to withdraw from the confirmed order.

21. The date of payment is the date of crediting HGD's bank account. If the Buyer fails to meet the payment deadline, HGD is entitled to interest for delay in the statutory amount - as defined in the Act on counteracting excessive delays in commercial transactions (Journal of Laws of 2019, item 118, as amended) - payable to the HGD's bank account.

22. In the event of a delay in payments (due to HGD from the Buyer), HGD is entitled, without prior request for payment of arrears, to:

- 1) suspend the execution of all confirmed orders until the arrears are fully paid by the Buyer, and
- 2) demand a prepayment in full against the price for the ordered Packages. If the delayed payment causes the suspension of the release of previously ordered and produced Packages, HGD has the right to sell them to a third party - this also applies to the possibility of selling (by HGD to a third party) Packages manufactured according to the design provided by the Buyer - the Buyer agrees to such a solution.

23. The Packages remain the property of HGD until the full payment.

24. In connection with the purchase of standard Packages, the Buyer does not acquire any intellectual property rights and a license to use them, including any rights to copyright works, industrial design, trademarks, patents or know-how related to the Packages.

25. In the case of production customised packaging for the Buyer, the Buyer bears the costs of manufacturing, delivery and replacement of tooling for the production of Packages. All rights to technical documentation prepared in connection with the Packaging production process and the know-how covered by this documentation, as well as the tooling for the production of Packaging (including molds and pre-molds), belong (in full) to HGD both during and after the term of the agreement, even after the payment. If the agreement is terminated and the Buyer pays the full costs referred to in this point, HGD may transfer, at the Buyer's written request, the ownership of molds for the production of Packages according to the patterns provided by the Buyer and destroy pre-molds for such production. HGD is obliged to maintain the tooling (molds and pre-molds) and keep it in production readiness during the performance of the agreement until its natural wear or the expiry of a maximum period of two years from the date of the last delivery.

26. In the case of production customised packaging for the Buyer, the Buyer guarantees that the provided Packaging designs do not violate the applicable provisions of industrial property rights and personal rights of third parties, and that

their use, including the production of Packages in accordance with the above-mentioned rights, will not constitute a breach of the rights of third parties, an act of unfair competition or a breach of applicable law. Moreover, the Buyer guarantees that he is entitled to grant HGD permissions (referred to in the point below), including consent to make modifications, changes, additions and elaborations of the delivered Packaging pattern. If it turns out that any of the Buyer's statements referred to in this section are incomplete or untrue, the Buyer undertakes to compensate any resulting damage (property and non-property, direct and indirect), as well as to satisfy any claims of third parties for infringement of intellectual property rights, and if it is impossible to satisfy these claims - to cover all related costs.

27. HGD guarantees that the Packages do not infringe the exclusivity rights or intellectual or industrial property rights of third parties and that they can be freely used and marketed in the light of the regulations in force in the territory of Poland. This warranty does not apply to the Packages made by HGD on the basis of the Buyer's technical drawing or made in accordance with the Buyer's recommendations. HGD may not use Packages made according to the Client's individual design for advertising purposes, shows, fairs, etc.

28. The Buyer grants HGD, in order to exercise by HGD rights and obligations determined in these GTCS, a permission to:

- 1) use the delivered Packaging template in all fields of use known at the time of concluding the agreement, in particular fields specified in Articles 50 and 46 of the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2019, item 1231, as amended), modify, replace, supplement and elaborate Packaging, as well as

- 2) manufacture and/or use any product in which the design is incorporated/applied or store such products for the above-mentioned purposes.

29. All catalogues, packaging designs, price lists and other documents received by the Buyer from HGD remain the property of HGD. They must be returned to HGD at its request. The above does not apply to: orders; order confirmations; agreements concluded between the Buyer and HGD; documents that should be possessed by the Buyer (under the provisions of law).

30. Any complaints, for their effectiveness, must be reported in a written form within the following time limits:

- 1) quantity complaints - on the day of receipt,

- 2) quality complaints:

- a) apparent defects - within 5 working days from the date of delivery of the Packages,

- b) hidden defects - immediately after their disclosure, not later than 60 days from the date of issuing the sales invoice, but not later than 180 days from the date of production, as referred to in point 17 above. Failure to comply with the requirements determined in this point results in the loss of the Buyer's rights due to defects. Minor deviations in quality, color, size, weight, finish, design, etc. (commercially acceptable and/or technically unavoidable) do not constitute valid grounds for complaint.

31. The Buyer is obliged to give HGD (along with the complaint) a complaint protocol. Moreover, the Buyer is obliged to secure the Packages being the subject of the complaint. The Buyer should send a complaint form along with the required information to the e-mail address reklamacje.HGD@heinz-glas.com. HGD is obliged to consider the complaint within 14 days from the date of sending all information and receiving reference patterns of the defective Packages, with the right to check the Packages being the subject of the complaint at the Buyer's premises or in another place where they are located - within 10 working days from the date of receipt of the complaint. If the complaint is accepted, HGD shall, at its option:

- a) provide the Buyer at its own expense:

- in the case of a quality complaint: in place of defective Packages, the same number of non-defective Packages,

- in the case of a quantitative complaint: the missing number of Packages, or

- b) reduce the value of an invoice:

- by granting a discount for Packages containing a defect or correcting its value by Packages that will be returned to HGD during the complaint procedure (in the case of a quality complaint),

- for a value of the missing Packages (in the case of a quantitative complaint).

The provisions of this point include all rights of the Buyer towards HGD related to defects of the Packaging. Apart from the regulation covered by this point, HGD's liability under the warranty of defects is excluded.

32. Any activities taken by the Buyer, prior to the submission of the complaint in a written form (described in point 30), aimed at self-removal of quantitative and qualitative irregularities (e.g. re-sorting), and resulting claims, will not be respected by HGD.

33. HGD's liability is limited to the damage caused by willful misconduct. To the extent permitted by the mandatory provisions of Polish law, any liability of HGD (going beyond that provided for in this section and in section 34 below) is excluded.

34. HGD shall not be liable (in any extent) for the manner, in which the Buyer uses the purchased Packages.

35. The Buyer declares that he will not use the Packages in a way that will lead to the creation of a hazardous product. In the event of claims against HGD for damage caused by a dangerous product manufactured by the Buyer with the use of Packages, the Buyer undertakes to (immediately) take over the obligations connected with such claims. In particular, the Buyer undertakes to join the dispute in place of HGD or to act on the part of HGD in court, arbitration and settlement proceedings, as well as incur all related costs and expenses, including legal costs. Furthermore, the Buyer undertakes to join, at his own expense, at the request of HGD or the component authority, any court or extrajudicial proceedings involving HGD, concerning damage caused by a dangerous product manufactured by the Buyer with the use of Packaging. If HGD incurs any expenses or costs related to the claims of third parties regarding damage caused by a dangerous product manufactured by the Buyer with the use of the Packaging, the Buyer is obliged to reimburse HGD for the incurred expenses and costs.

36. During the term of the agreement and after its expiry, the Buyer undertakes to ensure that all information obtained from HGD in connection with the conclusion and performance of the agreement is kept secret. Moreover, the Buyer is not entitled to disclose or pass the above-mentioned information to third parties, as well as use the information in his business activities. The obligation of secrecy does not apply to information that:

- 1) has been made known to the public without violating law,

- 2) must be disclosed at the request of an authorized state authorities or the court, acting within the limitations of their competences,

- 3) must be disclosed as a part of the publication obligations required by law.

37. Due to the aggression of the Russian Federation against Ukraine started on 24 February 2022 and the sanction measures introduced under Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus' participation in Russia's aggression against Ukraine (OJ.EU.L2006.134.1), Council Regulation (EU) No 269/2014 of 17 March 2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ.EU.L2014.78.6), Council Regulation (EU) 2022/263 of 23 February 2022 concerning restrictive measures in response to the recognition of the non-government controlled areas of the Donetsk and Luhansk oblasts of Ukraine and the ordering of Russian armed forces into those areas (OJ.EU.L2022.421.77) and the Act of 13 April 2022 on Special Measures to Counter Support for Aggression against Ukraine and to Protect National Security (OJ.EU.L2022.835), HGD introduced and applies the Sanctions Policy determined on the HGD website at www.hgd.pl/politykasankcyjna.

38. The Sanctions Policy is fully binding on both HGD and the Buyer in the scope of their cooperation. The Buyer is obliged to become familiar with the contents of the Sanctions Policy and to abide by it during their cooperation with HGD.

39. In matters that are not covered by these GTCS, the provisions of the Civil Code and other legal provisions in force in the territory of Poland shall be applied. Disputes that may arise in connection with the GTCS or agreements concluded with the application of the GTCS will be settled by the common court having jurisdiction over the HGD's seat or the Court in Toruń.

40. The invalidity or unenforceability of any of the provisions presented in these GTCS shall not affect the validity and enforceability of the remaining provisions, as well as the validity and enforceability of the GTCS or the agreement concluded with the application of the GTCS (as a whole). In the event of invalidity or unenforceability of any of the provisions of these GTCS, the Parties undertake to make efforts to replace the invalid provision with a new one that fully reflects the will and intention of the Parties.

41. In order to perform the agreement and keep ongoing relationships with clients, HGD is entitled to process Buyer's data. The Buyer hereby consents to the processing of his data for the purpose of performing the agreement.

42. All agreements are governed by Polish law. The competent court to consider any disputes arising in relation to the implementation of agreements, deliveries and services will be a court competent for the seat of HEINZ-GLAS Działdowo Sp. z o.o. or the court in Toruń.

43. HEINZ-GLAS Działdowo Sp. z o.o. is not obliged to fulfill the General Terms and Conditions of Sale, if their implementation is impossible due to any obstacles resulting from domestic and foreign trade requirements, customs requirements, embargoes or other sanctions.

44. Any information provided by the Parties to each other will be treated in a confidential way. Confidential information is, in particular: information relating to design, production, technology, know-how, intellectual property rights, drawings, diagrams, models, prices and commercial terms. The Parties undertake to keep the above-mentioned information secret during the period of cooperation and for a period of 5 years from the date of the last Order.

45. These GTCS are valid from 1st June 2022.