

GENERAL TERMS AND CONDITIONS OF SALE
INNOVIA FILMS POLAND Sp. z o.o.
Edition 10
Applicable as of 14/10/2024

I. GENERAL PROVISIONS

- 1) The General terms and conditions of Sale set out herein provide rules, based on and according to which INNOVIA FILMS POLAND Sp. z o.o. with (he registered office in Płock (hereinafter referred as "**the Supplier**") sells or delivers products offered by themselves or renders services to individuals not being consumers under Article 22¹ of the Civil Code (hereinafter referred as "the Ordering Parties"). The Terms and Conditions of Sale and Delivery set out herein (hereinafter referred to as: "the General Terms and Conditions" or "GTC") are applicable each time the Supplier sells or delivers the goods or renders services to the Ordering Party, unless their application is expressly excluded fully or in part in a written agreement binding upon both parties. The application of these General Terms and Conditions may not be excluded or limited by provisions of general purchasing terms and conditions, rules and regulations or other templates used by the Ordering Party.
- 2) Order (respectively: order confirmations) may be submitted with one of these means of communication: a letter (a document), a fax, electronic mail. When a fax or electronic mail is used, the statement is deemed to have been effectively delivered when the notification has been printed out by the recipient's fax machine or the email has been read.
- 3) Orders are deemed to have been submitted effectively on behalf of the Ordering Party when they have been submitted by a person who earlier e.g. at earlier orders) acted for the Ordering Party, and the Ordering Party did not question these actions and, even if in a presumed manner, deemed these actions as performed on their behalf, until the Supplier is notified on withdrawal of powers of attorney (authorizations) for the said person. This principle shall be applied respectively to communications sent from an email address, from which Orders or other communications had been sent on the Ordering Party's behalf - until the time it is notified that this address is no longer valid.
- 4) Any time these General Terms and Conditions refer to the term:
"**Goods**" - it shall be understood as all or any part of materials, products or services delivered or rendered by the Supplier to and for the Ordering Party.
"**Agreement**" - it shall be understood as any and each agreement binding upon the Supplier and the Ordering Party under which the Supplier undertakes to sell or deliver the Goods,
"**Order**" - it shall be understood as the Ordering Party's each statement expressing their intention to purchase the Goods from the Supplier.

II. ENTERING INTO THE AGREEMENT

- 1) The Agreement is entered into at the moment a written offer is accepted (written confirmation of the acceptance of the Offer to be executed), or at the moment a separate written agreement document is signed by persons acting for the Supplier and the Ordering Party.
- 2) Announcements, advertisements, price lists, booklets, catalogues and other information materials used by the Supplier are not binding and neither constitute an offer nor

assurance as to the properties of the Goods. They shall in each case be treated as invitations to submit offers, unless it expressly results otherwise therefrom.

If the Supplier is unable to accept the Order or may accept the order only with the reservation that terms and condition proposed in the Order are amended, the Supplier notifies the Ordering Party thereof within 5 [five] working days as of the receipt of the Order. An Offer with amendments, about which the Supplier has notified the Ordering Party, is binding upon the parties, unless the Ordering Party objects thereto on the next working day following the receipt of the Supplier's notification on the amendments at the latest. The Ordering Party's reply to the Supplier's notification on amendments with reservation of any changes or supplementation is recognized as a new offer. The Agreement is entered into at the moment the new offer has been accepted by the Supplier.

III. ORIGIN OF GOODS

The Supplier reserves themselves the right to deliver the Goods manufactured on their own or similar goods of different origin.

IV. PRICES

- 1) All prices or rates quoted, by the Supplier in agreements, offers or Order confirmations must be understood as net prices based on EX Works i.e. Loco the Supplier's warehouse with loading, but excluding transport costs, insurance, custom duty and other export and import charges unless it has been agreed in the Agreement otherwise. VAT tax shall be added to the price at an amount resulting from applicable laws.
- 2) The price specified in the Order confirmation (offer acceptance) is applicable only for a given individual order (offer) and does not apply to further orders (offers).
- 3) The prices are calculated with the assumption that economic relation are stable. If in the period between the conclusion of the Agreement and the date of its performance the costs of performance increase significantly (substantially) (raw material prices, labour costs, manufacture costs, the level of taxes, currency exchange rates, etc.), the Supplier is entitled, at their choice, to change the price taking into account the change of economic circumstances or to withdraw from the Agreement within a week as of the occurrence of such circumstances. If within 7 days as of the notification date on the change of the price the Ordering Party does not voice their objection, it is deemed that they have accepted the new price. Filing objection to the price change by the Ordering Party entitles the Supplier to withdraw from the Agreement within 7 days counting from the date of delivering the Ordering Party's objection.

V. EXECUTION OF AGREEMENTS

- 1) Delivery of the Goods by The Supplier with excess or deficiency in their amount is not improper performance of the Agreement (weight, volume, etc.), if the difference does not exceed 10% of the amount specified in the Agreement. In such case the Ordering Party is obliged to pay for the amount of the Goods actually delivered. Specification of the amount of delivered goods is based on measurement performed by the Supplier.
- 2) Each time the Agreement sets out conditions for performance of deliveries by referring to INCOTERMS or similar formulas used in the international trade, they shall

apply exclusively in the extent not regulated to the contrary in the General Terms and Conditions.

- 3) A delivery date set out in the Agreement has an informational value and obliges the Supplier to make efforts to perform their obligations within this term and at a date as close as possible thereto. In the event delivery dates have not been specified, it shall be performed according to the Supplier's ability and availability of the Goods. If, following the conclusion of the Agreement, it turns out that performance of the Agreement within a term specified by the parties is not possible or hampered, the Supplier is obligated to inform promptly the Ordering Party thereabout, determining a new term for performance of the consideration.
 - 4) If the Agreement provides that performing the consideration by the Supplier must be preceded by meeting certain conditions by the Ordering Party, including the establishment of payment security measures, the agreed date of the Supplier's consideration shall be extended by a delay period in meeting these conditions or commences its run once the Ordering Party has met such conditions in the case when no date for meeting them has been determined.
 - 5) The ordering Party is obligated to inspect the Goods in respect of their amount and quality upon their receipt. The occurrence of amount and quality defects shall be determined by the Ordering party in a document confirming that the Goods have been handed over to them. The Ordering Party shall notify the Supplier with regard the detected quality defects within two days as of their disclosure. A breach of these obligations results in loss of the Ordering Party's claims on the account of defects and deficiencies in the Goods.
 - 6) The Supplier has the right to receive payment of the agreed price for performance of the Agreement. Failure to meet the terms and conditions of the Agreement by the Ordering Party, and most of all, untimely collection of the Goods from the Supplier's warehouse, refusal to accept the Goods delivered under the Agreement or withdrawal from performance or the accepted Order or performed Order shall not release the Ordering Party from obligation to pay the agreed price.
- 2) The Supplier has the right to charge interest on any overdue or delayed payment in the amount set out in the Polish law.
 - 3) If the agreement does not state otherwise, all payments shall be made by transfer to the Supplier's bank account quoted on an invoice or in any other manner communicated to the Ordering Party.
 - 4) Even if it is determined otherwise upon conclusion of the Agreement, the Supplier may demand that the Ordering Party makes an advance payment for the Goods or establishment of the payment security for the Goods, in the event that following the conclusion of the Agreement the economic situation changes adversely in the Supplier's opinion or any other circumstances occurs, which in the Supplier's opinion increases the risk of a failure to pay timely for the Goods. Until the time the pre-payment is made or security established, the Supplier may stop to perform their own considerations.
 - 5) If the Ordering Party is in delay of making payment of the price for the Goods or its part or in the case of submitting a request for starting a bankruptcy, restructuring or liquidation proceedings against the Ordering party (or any other similar proceeding under any jurisdiction), the Supplier is entitled to stop performing their own considerations, including suspension of the delivery of the Goods, even if it is performed based on another Agreement than the one with which the Ordering Party's delay is connected, as well as may withdraw from the concluded Agreement.
 - 6) In the case of Agreements in which a deferred payment for the Goods is envisaged (commercial credit), the Supplier reserves themselves the right to determine unilaterally the credit limit. The Supplier is also entitled to unilateral change of the limit, especially in the cases referred to in items 4) and 5) above. The Supplier notifies the Ordering Party on the granted credit and its changes. A new limit of commercial credit applies as of the date the Ordering Party is notified on a new amount of limit and is applied to both future Orders as well as to those being performed. If the granted limit of commercial credit is exceeded or performance of current Orders would cause exceeding of this limit, the Supplier may, as they deem fit, to suspend performance of Orders or withdraw from the Agreement in the extent related to Orders not yet performed or make performance of an Order and/or handover of the Goods conditional on earlier payment of the price for the Goods by the Ordering Party.

VI. FORCE MAJEURE

The Supplier does not bear liability for any lack of delivery or a delay in delivering the Goods resulting from (directly or indirectly) external obstacles and without the Supplier's fault, and in particular being the consequence of: fires, floods, accidents, explosions, nuclear explosions, earthquakes, storms, epidemics, equipment or machine failures, breakdowns of IT systems, strikes or negligence by any public authority, lack or suspension in supply of energy, water, raw materials and manufacturing materials, if the obstacle causes a delay in the Agreement performance exceeding 30 days, each party shall be entitled to withdraw from the Agreement.

VII. PAYMENTS.

- 1) Payment for the Goods shall be made by the Ordering Party according to the agreed payments date, whereas the Ordering Party is not entitled to deduct a mutual claim from the payment claim for the Goods to which they are entitled towards the Supplier, in particular a claim related to the complaint notification, whose processing is carried out under a separate mode and is subject to separate settlements.

VIII. TRANSFER OF OWNERSHIP

- 1) The ownership title to the Goods shall pass on the Ordering Party at the moment he/she made a full payment for the Goods along with potential interest for delay. In the period from the delivery date of the Goods to the payment date therefor, the Ordering Party shall possess the Goods as a dependent holder (at their own cost and risk) In this period the Ordering Party is obliged to insure the Goods from all risks for all the gross replacement value. The Ordering Party has the right to use the Goods in this period. The Ordering Party is obliged to return the Goods to the Supplier promptly in the case where they fail to pay on time, and at the Supplier's request in cases specified in items VII.4 and VII.5. For such cases the Ordering Party irrevocably authorizes the Supplier to take over into physical possession the Goods whose ownership has not passed on the Ordering Party including access to the Ordering Party's premises factory) to do so.
- 2) The Ordering Party hereby transfers receivables resulting from their potential sale of the Goods to the Supplier

performed despite the fact that their ownership has been reserved for the Supplier at an amount equal to the price of the invoiced Goods.

- 3) At the Supplier's request, in order to secure all and any claims of the Supplier towards the Ordering Party, which might arise on the account of sale of the Goods, the Ordering Party shall issue a blank promissory note or establish any other form of security at the Supplier's choice and will and is obliged to submit thereof to the Supplier prior to delivery of the Goods.

IX. WARRANTY AND LIABILITY OF THE SUPPLIER

- 1) The Supplier warrants that the quality of the Goods shall conform to the Quality Certificates applicable at the Supplier, each time issued with each delivery batch. The Supplier gets the Ordering Party acquainted with Catalogue Sheets containing typical values to the extent regarding the ordered Goods at the Ordering Party's each request.
- 2) The Supplier reserves themselves the right not to recognize a complaint if the Ordering Party does not adhere to the rules of the complaint procedure set out in these General Terms and Conditions.
- 3) The Goods subject to a complain procedure must be left at the Supplier's disposal and for their inspection.
- 4) The Supplier grants the quality warranty for bi-oriented Polypropylene film BOPP for 6 months as of the manufacture date (does not relate the level of treatment).
- 5) The Supplier grants the quality warranty for polypropylene film type CPP for 6 months as of the manufacture date (does not relate to the level of treatment).
- 6) The Supplier grants the quality warranty for polyolefin shrink films for 9 months as of the manufacture date.
- 7) The Supplier grants the quality warranty for reggranulate for 6 months as of the manufacture date.
- 8) The guaranteed minimum value of the treatment level for BOPP film and polyolefin shrink films is 38 mN/m and for CPP film 36 mN/m (does not apply in metallized film). The level of BOPP film treatment is guaranteed for the following periods:
 - Transparent film without thermoset layers - 3 months following the manufacture date;
 - Transparent film with thermoset layers - 6 months following the manufactured date;
 - Transparent film with thermoset layers for metallization and coating - 6 months following the manufacture date;
 - Pearl-white and white film - 9 months following the manufacture date;
 - Matt film – 6 months following the manufacture date;
 - Double-side treated film (does not apply to metallized film) - the external side for printing is 6 months as of the manufacture date, - the internal side - 3 months following the manufacture date;
 - Anti-fog film – 3 months following the manufacturing date; the anti-fog layer is on the internal side of the reel, unless the customer expressly specifies a different option in their order.

The warranty term for the anti-fog effect is 6 months as of the manufacture date.

The level of CPP film treatment is guaranteed for the following periods:

- Transparent film with thermoset layers 3 months following the manufacture date;

Metallized film:

The Supplier guarantees the suitability of the surface tension for printing and lamination through the period of 30 days as of the manufacture date.

- before the lamination process the film must be additionally treated (metallized surface),
- before the printing process the film must be additionally treated and primer must be applied (metallized surface).

For the Project film the period of the treatment level if it is guaranteed is specified in Technical Card Other parameters of Project film quoted in a Technical Card are not covered by a warranty due to the testing nature of the film.

The manufacture date is shown on the reel label. At the same time the Supplier reserves themselves the right to extend the warranty for the treatment level for film stored longer than the specified periods, which shall each time be determined in a Quality Certificate issued for the pallet units in question and is supported with laboratory tests.

- 9) The Ordering Party loses all rights resulting from warranty if they do not store the film in roofed buildings or roofed shelters, so as to prevent:
 - Dampening,
 - wetting,
 - direct exposure to sunlight,

at a distance of at least 1.5 m from active heating devices, in a manner protecting the film against the action of atmospheric factors.
- 10) The Ordering Party may file a complaint on the condition that labels of reel subject to complaint are presented and supplying evidence on reported discrepancy in the form of photos, video, samples with a marked defect subject to complaint (unprocessed or processed - if they have been created), and all other evidence indicating that the complaint is reasonable. In individual cases, the Supplier may consider a complaint on the basis of the indicated batch number. After 14 working days from the date of notification, claim is considered cancelled due to lack of above-mentioned documents and evidences. Letters of complaints submitted following the end of warranty period shall not be dealt with.
- 11) Complaints must be made during the warranty period in writing, by specifying the type of film subject to complaint, thickness, amount and description of a hidden defect or processing problems.
- 12) The film subject to complaint until the complaint has been investigated shall be packaged, labelled and protected against damage. The film subject to complaint, which is torn during the time the complaint is being processed (due to improper protection or storage) shall not be subject to a complaint procedure.
- 13) The submitted samples shall be marked with a batch number and specification of a defect subject to the complaint. The samples shall be submitted in a proper form allowing someone to verify a defect, i.e;

If such a defect occurs:

"Creases" the length of a sample must be a minimum 1 running meter (film rolled up in a coil/ tube),

"Overstretching" the length of a sample must be a minimum 2 running meters (film rolled up in a coil/ tube). Film samples with other types of defects may be submitted in an A4- envelope, Film samples must be stained and cringed/ shrink to the lowest extent possible.
- 14) The film subject to a complaint shall not be returned by the Ordering Party without the Supplier's prior written consent.
- 15) Should quality defects be found, the Supplier has the liability only to the actual value of faulty and unprocessed Goods.
- 16) Should there hidden defects be found (negatively

impacting further film processing - printing, lamination, etc.) the Ordering Party is obliged to discontinue processing of the film and immediately notify the Supplier' thereabout in writing. The Supplier shall be liable for the cost of the first two processed reels, however, not more than 200 kg.

- 17) If a complaint is submitted by the Ordering Party (in writing), the Supplier undertakes to issue their opinion within fifteen working days as of the submission of all documents by the Ordering Party specified in item 9) above. If it is necessary to perform tests of the film at an external laboratory the above data shall be extended by 30 days.
- 18) Should the complaint not be acknowledged, the Ordering Party, at their own cost, may order arbitrary testing from an independent and accredited laboratory or non- accredited one agreed upon by both parties. The collection of a sample for arbitrary testing must be performed in the presence of the Supplier's representative. Arbitrary testing performed for a film sample collected without the presence of The Supplier's representative deems to be unreliable.
- 19) In the event of deliveries on the Supplier's expense, the Ordering Party during the receipt thereof shall inspect whether the goods have not been damaged mechanically or got wet during transport – it relates to deliveries Franco Recipient, in particular DAP, DDP Incoterms 2010 or DAP, DDP Incoterms 2020.
The Supplier will be reviewing the complaint only in the circumstance when the Buyer provides necessary documents. The documents must contain the description of damaged Goods with the driver signature and receives written information related to damage within the period not exceeding 7 days as of the receipt date.
- 20) The Supplier shall not bear liability' for actions undertaken by the Ordering Party related to the Goods, in particular in respect of their processing and during their processing with the use of other goods/products by the Ordering Party. If other provisions do not state otherwise, the Supplier does not guarantee adequacy/usefulness of the Goods for any special purpose, even if this purpose is known, and no such warranty is presumptive under the name or description the Goods are sold, nor any advice or recommendations provided by the Supplier, his/her employees or partners. The Ordering Party shall own all written technical information, safety information and any other information related to the Goods according to the status as of the delivery date by the Supplier. The Ordering Party shall bear exclusive liability for inspecting and testing the Goods within their own processing properties and suitability for their intended use.
- 21) The Ordering Party is liable for the consequences of independent implementation of the product delivered by the Supplier. In the case where the Supplier does not take part in an industrial implementation project with the Supplier's products and has not been informed on the results of performed tests, the Ordering Party assumes legal and financial liability for the consequences of any damage and claims due to approval of the Supplier's products for any use and shall be obliged to pay timely the full price for the Goods purchased from the Supplier.
- 22) The notification of a complaint shall not release the Ordering Party from their obligation to make a payment of full price for the delivered Goods on a specified payment date.
- 23) Should a complaint be recognized by the Ordering Party as reasonable, which shall be reflected in a protocol drawn up by the Parties, the Ordering Party may demand either the replacement of defective Goods within a period specified

in the above mentioned protocol for Goods free of defect or reimbursement of the price of defective Goods following the return of these Goods to the Supplier, at their prior written consent. In the event the Goods subject to complaint are returned, a corrective invoice shall be issued for the actually returned mass, however, not exceeding the mass specified in a protocol drawn up by the parties, which is referred hereinabove. In the event the delivery of goods free of defects is not possible or delivery of new goods would entail disproportionately high costs, and the parties has not agreed on the price reduction of defective Goods, the Supplier may be released from their liability by returning the price of defective Goods to the Ordering Party, which then must be returned to the Supplier (a corrective invoice shall then be issued under the rules specified hereinabove). The provisions of this item specify the Supplier's obligations due to defects of the Goods in an exhaustive manner.

The returned Goods must be packaged in a manner safeguarding them against further damage. The Goods improperly protected shall not be collected by the Supplier.

- 24) Irrespective of the grounds for the Ordering Party's claims, in no case may the Supplier's liability exceed the total price for the Goods with which the claim is connected.
- 25) The Supplier shall not be liable for defects in the processed Goods, e.g. printed or laminated packaging.

X. BUSINESS SECRETS

- 1) All information and documents related to the Agreements and performance hereof are the Supplier's business secrets and may not be disclosed to third parties without the Supplier's written consent or in any other manner used by the Ordering Party. It also refers to the information which the Ordering Party obtained when entering into and in relation to the performance of the Agreement.
- 2) The Ordering Party is, in particular, obliged to keep confidential all business, economic and technical information related to the Supplier. Moreover, the Ordering Party undertakes to use this information exclusively to perform the Agreement.
- 3) Reference by the Ordering Party in advertising materials, references, publications and other similar materials to business relations with the Supplier or the use in this context of the Supplier's company name or trademark requires the Supplier's prior written consent.

XI. APPLICABLE RULES AND JURISDICTION

- 1) These General Terms and Conditions and each Agreement shall be subject to and shall be interpreted, as well as disputes arising out of and connected herewith shall be settled under the Polish laws.
- 2) If any provisions of these General Terms and Conditions of Sale are or become invalid or unenforceable, the remaining provisions shall still have a binding force.
- 3) All disputes resulting in any manner from the General Terms and Regulations and any Agreement shall be subject to settlement by a Polish general court relevant to the Supplier's registered seat.