

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF THE SALES, ACCORDING TO ARTICLE 384 § 1 AND 2 OF THE POLISH CIVIL CODE ARE HEREBY CONSIDERED AS THE GENERAL TERMS AND CONDITIONS OF THE SUPPLY CONTRACT CONCLUDED BETWEEN: FORMIKA LIMITED LIABILITY COMPANY WITH ITS REGISTERED OFFICE IN PARZNIW (05-808), 9 ŚWIĘTEGO JERZEGO STREET; ENTERED INTO THE REGISTER OF ENTREPRENEURS IN THE NATIONAL COURT REGISTER UNDER NO 0000374305; VAT ID NO 10700017779; WITH THE SHARE CAPITAL OF 48 305 000,00 PLN, AND THE 'RECIPIENT', HEREINAFTER REFERRED TO AS 'PARTIES'. DEFINITIONS:

- 1.1. GT – THE PRESENT GENERAL TERMS AND CONDITIONS OF THE SALES;
- 1.2. FORMIKA, SUPPLIER – A COMPANY DESCRIBED IN GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER PREAMBLE;
- 1.3. RECIPIENT, CONTRACTING AUTHORITY (CA) – PARTY TO THE SUPPLY CONTRACT CONCLUDED ON THE BASIS OF GT;
- 1.4. GOODS – GOODS SPECIFIED AS TO THEIR KIND, PRODUCED OR/AND PROVIDED BY THE SUPPLIER UNDER THE CONTRACT IN THE ACTIVITIES OF HIS COMPANY;
- 1.5. CONTRACT – A CONTRACT CONCLUDED BETWEEN FORMIKA AND RECIPIENT;
- 1.6. ORDER – AN ORDER OF THE GOODS DESCRIBED IN THE CONTRACT AND THE MATERIAL SPECIFICATION SUBMITTED TO FORMIKA BY THE RECIPIENT;
- 1.7. CC – ACT OF 23RD APRIL 1964- POLISH CIVIL CODE (DZ.U. NR 93 POZ. 93 WITH THE FURTHER CHANGES.)

GENERAL ARRANGEMENTS

- 2.1. GT INCLUDING AN ORDER AND ORDER CONFIRMATION AS WELL AS APPENDIXES SHALL BE CONSIDERED AS GOODS SUPPLY CONTRACT CONDUCTED BETWEEN THE PARTIES.
- 2.2. GT ARE AVAILABLE ON FORMIKA'S WEBSITE ADDRESS AT: <http://www.formika.com.pl/upload/quality/ows>
- 2.3. ORDER CONFIRMATION CONTAINS THE INFORMATION ABOUT THE APPLICATION OF GT, LOCATION OF CURRENT GT MODEL AS WELL AS THE INSTRUCTION REFERRED TO BELOW IN THE ARTICLES 2.4 AND 2.5.
- 2.4. RECIPIENT WHO DISAGREES TO APPLY GT IS OBLIGED TO INFORM FORMIKA OF THE ABOVE WITHIN 48 HOURS FROM RECEIVING THE ORDER CONFIRMATION. IN THIS CASE, THE CONTRACT BETWEEN THE PARTIES IS NOT CONCLUDED.
- 2.5. ORDER CONFIRMATION RECEIVED BY THE RECIPIENT DOES NOT CONSTITUTE A CONCLUSION OF THE SUPPLY CONTRACT. A SUPPLY CONTRACT IS CONSIDERED CONCLUDED WITH THE EXPIRY OF THE ABOVEMENTIONED PERIOD OR AFTER CONFIRMING THAT THE RECIPIENT AGREES TO APPLY GT, WHICHEVER OCCURS FIRST.
- 2.6. PROVISIONS OF THE GT SUBSTITUTE AND/OR EXCLUDE ANY TERMS AND CONDITIONS PROVIDED IN OFFERS, GENERAL TERMS AND CONDITIONS OF THE CONTRACTS APPLIED BY THE RECIPIENT, STATEMENTS, INVOICES, ETC. DREW UP BY THE PARTIES IN THE EXTENT NOT CONSISTENT WITH GT AND/OR THE ORDER.
- 2.7. CONTRACT CONCLUDED ON THE BASIS OF GT PREEMPTS ANY OTHER CONTRACTS AND ADJUSTMENTS SET PREVIOUSLY BETWEEN PARTIES.
- 2.8. LACK OF RESPONSE TO THE OFFER ADDRESSED TO FORMIKA FROM THE RECIPIENT SHALL NOT CONSTITUTE THE CONSENT TO THE OFFER. PARTIES HEREBY EXCLUDE THE APPLICATION OF THE ARTICLE 682 CC.
- 2.9. GT DO NOT APPLY TO THE CONSUMER MARKETING GOODS SUPPLY. WITH THE PROVISO THAT THE RECIPIENT IS A NATURAL PERSON ACQUIRING GOODS ASSOCIATED WITH THE PROFESSIONAL ACTIVITIES, GT DO NOT APPLY.

CONCLUSION AND TERMINATION OF THE CONTRACT

- 3.1. UNLESS THE RECIPIENT CONTRADICTS TO CONSTITUTE A CONTRACT BASED ON GT BEFORE THE EXPIRY OF THE TERM PROVIDED IN PARAGRAPH 2.4, CONTRACT IS CONCLUDED WITH THE EXPIRY OF THE PERIOD MENTIONED IN PARAGRAPH 2.4 OR AT THE TIME WHEN FORMIKA RECEIVES RECIPIENT ASSENT FOR THE GT APPLICATION.
- 3.2. CONTRACT EXPIRES AS THE RESULT OF THE ORDER EXECUTION (MEANING- SUPPLY OF THE GOODS IN ACCORDANCE TO THE ORDER). THE ORDER EXECUTION DOESN'T INFER RIGHTS AND OBLIGATIONS OF THE PARTIES WITH REGARD TO THE RESPONSIBILITY FOR THE EXECUTION
- 3.3. PARTY HAS THE RIGHT TO TERMINATE THE CONTRACT WITH IMMEDIATE EFFECT IN CASE OF BREACH OF ANY OF ITS PROVISIONS- AFTER ADDRESSING TO THE OTHER PARTY A WRITTEN REQUEST WITH NO RESPONSE WITHIN THE TERM OF NO LESS THAN 3 BUSINESS DAYS, WITH THE CLAIM OF INFRINGEMENTS TERMINATION AND RECTIFICATION OF THE CONSEQUENCES OF VIOLATIONS BEFOREHAND.
- 3.4. TERMINATION OF THE CONTRACT BY FORMIKA DUE TO THE CIRCUMSTANCES WHICH ARE THE RECIPIENT'S RESPONSIBILITY ALSO ENTITLES FORMIKA TO CANCEL UNILATERALLY ANY ORDERS STILL OUTSTANDING.

OBLIGATIONS OF THE SUPPLIER

- 4.1. SUPPLIER SHALL IN PARTICULAR:
 - 4.1.1. SUPPLY GOODS WITH THE CONTENT, APPEARANCE, TECHNICAL PARAMETERS AND USING MATERIALS CONFORMING TO THE MATERIAL SPECIFICATION SUBMITTED BY THE RECIPIENT,
 - 4.1.2. DURING THE PRODUCTION PROCESS, USE ONLY MATERIALS AUTHORIZED BY THE RELEVANT PROVISIONS, WITH PARTICULAR EMPHASIS ON THE FACT, THAT GOODS MIGHT BE DEDICATED FOR DRUGS PACKAGES, SUPPLEMENTS AND/OR GROCERIES, COSMETIC PRODUCTS PACKAGES,
 - 4.1.3. DURING THE PRODUCTION PROCESS, FOLLOW THE INSTRUCTIONS FROM RECIPIENT AS REGARDS OF THE MATERIAL SPECIFICATIONS,
 - 4.1.4. ARRANGE THE SUPPLY WITH DUE DILIGENCE, TAKING INTO ACCOUNT THE PROFESSIONAL NATURE OF HIS ACTIVITY, GUIDED EACH TIME BY THE ATTENTION TO THE BEST INTERESTS OF THE RECIPIENT,
 - 4.1.5. INITIATE THE PRODUCTION AFTER RECEIVING JPG AND/OR PROOF FILE CONFIRMATION FROM THE RECIPIENT. ANY DELAYS OF THE CONFIRMATION BY THE RECIPIENT IMPLY THE EXTENSION OF THE PRODUCTS SUPPLY PERIOD,
 - 4.1.6. INFORM THE RECIPIENT ABOUT PROGRESS IN PREPARING THE SUPPLY - UPON ANY QUERY OR IN CASE ANY DIFFICULTIES WITH THE SUPPLY REALIZATION OCCUR.
- 4.2. IN CASE OF ANY DOUBTS AS TO HOW TO PRODUCE AND/OR SUPPLY GOODS, FORMIKA IS ENTITLED TO REQUEST NECESSARY GUIDELINES FROM THE RECIPIENT, PROPOSING ITS OWN SOLUTION TO THE PROBLEM BEFOREHAND. LACK OF THE IMMEDIATE RESPONSE FROM THE RECIPIENT, IN ANY CASE NO LATER THAN 24 HOURS FROM REQUEST, ENTITLES FORMIKA TO COMPLETE THE ORDER AS IN SOLUTION PROPOSED.
- 4.3. FORMIKA IS ENTITLED TO INFORM THE RECIPIENT ABOUT TECHNICAL AND QUALITATIVE CHANGES AS WELL AS ANY NEEDS, WHICH MAY AFFECT CURRENT AND FUTURE MERCHANT RELATIONS IN THE SCOPE OF PARTIES COOPERATION.

ORDER

- 5.1. RECIPIENT SHALL DIRECT THE ORDER TO FORMIKA ELECTRONICALLY VIA EMAIL ADDRESS: _____ OR _____.

5.2. ORDER SHOULD SPECIFY:

- 5.2.1. GOOD NAME,
 - 5.2.2. AMOUNT OF GOODS,
 - 5.2.3. SUPPLY OR SUPPLIES TIME,
 - 5.2.4. PLACE OF SUPPLY (ONLY IF OTHER THAN INDICATED IN GT),
 - 5.2.5. SPECIFIC TERMS OF SUPPLY (ONLY IF OTHER THAN INDICATED IN GT),
 - 5.2.6. MATERIAL SPECIFICATION FOR THE ORDER,
 - 5.2.7. ANY SPECIFIC PROVISIONS.
 - 5.2.8. INFORMATION ON WHETHER THE ORDER IS: NEW, RESUMED AND CHANGED OR RESUMED WITHOUT CHANGES.
- 5.3. SUPPLIER SHALL CONFIRM THE EXECUTION OF THE ORDER WITHIN TWO BUSINESS DAYS, INDICATING EITHER THE PRICE OF THE GOOD OR SUGGESTING ANOTHER SUPPLY TERM, POSSIBLY- OTHER CONDITIONS. OTHERWISE ANY INDIVIDUAL SUPPLY CONTRACT SHALL BE CONSIDERED NOT CONCLUDED.
 - 5.4. RECIPIENT SHALL INDICATE CLEARLY THAT HE DISAGREES TO EXECUTE THE ORDER WITHIN THE TERMS AND THE CONDITIONS AS GIVEN ABOVE, OTHERWISE THE PARTIES CONFIRM CONCLUSION OF THE INDIVIDUAL SUPPLY CONTRACT ON THE TERMS AND CONDITIONS PROPOSED BY FORMIKA.
 - 5.5. SUPPLIER SHALL ACCEPT THE ORDER OR THE MODIFICATION OF THE ORDER BY THE DECLARATION OF WILL SUBMITTED IN THE SAME FORM AS THE ORDER.
 - 5.6. PARTIES SHALL MAKE THE NECESSARY ARRANGEMENTS ABOUT THE FINAL APPEARANCE OF THE PRODUCT BY APPROVING JPG FILES THROUGH THE PROCEDURE INDICATED ABOVE IN POINT 5.1. AND/OR SO CALLED PROOF GOOD APPROVAL.

SUPPLY

- 6.1. UNLESS OTHERWISE AGREED IN THE ORDER, PARTIES HEREBY DESIGNATE RECIPIENT'S REGISTERED OFFICE AS THE PLACE OF DELIVERY.
- 6.2. FORMIKA SHALL COVER THE COST OF PACKAGING, PRESERVATION, GOODS TRANSPORTATION FOR THE DURATION OF THE ORDER EXECUTION IN THE AREA OF EUROPEAN UNION. THE PROVISIONS QUOTED ABOVE ARE NOT APPLICABLE FOR GOODS WEIGHING LESS THAN 1000 KG. IN THAT CASE, RECIPIENT SHALL COLLECT THE ORDER IN THE AGREED TERM FROM FORMIKA'S REGISTERED OFFICE OR COVER COSTS OF TRANSPORTATION AND OTHER SERVICES, UNLESS AGREED OTHERWISE.
- 6.3. TERMS AND CONDITIONS OF THE SUPPLY ADDRESSED OUTSIDE THE AREA OF EUROPEAN UNION SHALL BE ESTABLISHED IN EACH ORDER.
- 6.4. SUPPLY SHALL BE CONSIDERED AS COMPLETED WHEN THE GOODS ARE DELIVERED TO THE DESIGNATED PLACE OF DELIVERY.
- 6.5. RISK OF ACCIDENTAL LOSS OR DAMAGE AS WELL AS ALL RELATED COSTS AND BURDENS OF THE GOODS SHALL BE TRANSFERRED TO THE SUPPLIER UPON COMPLETION OF DELIVERY.
- 6.6. DELIVERY OF THE PRODUCTS SHALL BE VALID REGARDLESS OF ISSUING ANY DOCUMENTS.
- 6.7. RECIPIENT SHALL VERIFY THE INTEGRITY OF DELIVERED PACKAGING AND INSPECT AMOUNT OF GOODS DURING THE SUPPLY.
- 6.8. SUPPLIER IS NOT OBLIGED TO PROVIDE THE RECIPIENT WITH THE INFORMATION ABOUT THE PREPAREDNESS OF THE DELIVERY.
- 6.9. SIMULTANEOUSLY WITH THE DELIVERY FORMIKA SHALL PROVIDE RECIPIENT WITH A SET OF DOCUMENTS CONTAINING DECLARATION OF CONFORMITY WITH EITHER POLISH OR EUROPEAN STANDARD, SPECIFICATION, QUALITY CERTIFICATE AND ANY FURTHER INSTRUCTIONS IF REQUIRED.

PRICES

- 7.1. ANY AMOUNTS INDICATED IN THE CONTRACT OR IN THE ORDER SHALL BE CONSIDERED AS THE NET VALUE TO WHICH PARTIES AGREE TO ADD VAT BY THE APPLICABLE RATE ON THE RELEVANT DATE OF THE OPERATION.
- 7.2. FORMIKA HEREBY RESERVES THE RIGHT TO CHANGE THE PRICES OF GOODS COMPOSED OF ALUMINUM, ON THE CONDITION THAT BETWEEN THE DATE OF CONTRACT'S CONSTITUTION UNTIL SUPPLY EXECUTION LME RATE (FOR THE CONTRACTS WITH THREE MONTHS DURATION, CONVERTED FROM EURO TO PLN BY THE AVERAGE EXCHANGE RATE PUBLISHED ON THE DAY OF EXCHANGE RATE CALCULATION BY NOTIONAL BANK OF POLAND) FOR ALUMINUM JOINTLY WITH THE 'PREMIUM' INDEX IS BEING CHANGED FOR MORE THAN 10%.
- 7.3. IN THIS CASE, EACH ONE % OF EXCHANGE RATE VALUE SHALL AFFECT THE PRICE INCREASE BY 0,26% FOR THE PHARMACEUTICAL INDUSTRY GOODS AND 0,22% FOR THE DAIRY INDUSTRY GOODS.
- 7.4. THE EXCHANGE RATE IS BEING PUBLISHED AT THE LONDON METAL EXCHANGE'S WEBSITE (WWW.LME.COM), WHILE THE 'PREMIUM' INDEX CAN BE FOUND AT WWW.BLOOMBERG.COM WEBSITE.
- 7.5. FORMIKA HEREBY RESERVES THE RIGHT TO CHANGE PRICES OF GOODS IN CASE OF THE SIGNIFICANT CHANGE (OVER 10%) OF PLN TO EURO VALUE, IN PROPORTION TO CURRENCY VALUE CHANGES.
- 7.6. ANY WAGES FOR THE GOODS DUE TO THE SUPPLIER, WHICH ARE NOT COVERED BY THE CONTRACT SHALL BE DETERMINED BY PARTIES EACH TIME THE ORDER IS BEING PLACED.

PAYMENT AND INVOICES

- 8.1. REMUNERATION DISBURSED TO THE SUPPLIER SHALL BE ISSUED ON THE BASIS OF VAT INVOICE ISSUED BY SUPPLIER.
- 8.2. UNLESS THE CONFIRMED ORDER, THE CONTRACT OR THE INVOICE INDICATES DIFFERENTLY, RECIPIENT SHALL PAY FORMIKA RECEIVABLES RESULTING FROM THE INVOICE WITHIN 7 BUSINESS DAYS FROM DELIVERY.
- 8.3. IN CASE RECIPIENT'S FALLS BEHIND WITH THE PAYMENTS, PARTIES HEREBY DECLARE THAT INVOICE PRO FORMA SHALL BE A SUFFICIENT TITLE FOR THE EXECUTION.
- 8.4. PARTIES HEREBY EXCLUDE THE RIGHT TO DEDUCT ANY RECEIVABLES FROM THE OBLIGATIONS NOT RESULTING FROM THE CONTRACT. PENALTIES AND/OR INTERESTS SETTLEMENTS ACCRUED BY THE PARTIES SHALL OCCUR ON THE BASIS OF THE RELEVANT ACCOUNTING NOTES.
- 8.5. INVOICES ISSUED BY THE SUPPLIER SHALL MEET THE FORMAL REQUIREMENTS IDENTIFIED IN THE BINDING LAWS AND SHALL STIPULATE THE NUMBER OF ORDER THAT IS BEING RECORDED.
- 8.6. ANY PAYMENTS DUE TO HEREUNDER SHALL BE MADE ONTO A BANK ACCOUNT NUMBER SPECIFIED IN THE INVOICE.
- 8.7. THE DATE OF ENTRY OF PAYMENT ONTO BANK ACCOUNT SHALL BE CONSIDERED AS A DAY OF PAYMENT.
- 8.8. IF THE RECIPIENT COMMITS ANY VIOLATIONS OF THE CONTRACT, FORMIKA IS ENTITLED TO WITHHOLD ANY DUE RECEIVABLES, IN PARTICULAR WITH THE PAYMENT DELAYS LASTING FOR MORE THAN 10 BUSINESS DAYS- UNTIL REPAYING THE OVERDUE AMOUNTS. IN THIS CASE FORMIKA SHALL BE EXEMPT FROM THE LIABILITY OF ANY DAMAGES DUE TO GOODS DELIVERY FAILURE.
- 8.9. FORMIKA SHALL CONSIDER ANY POSSIBLE PROPOSALS, SUBMITTED BY THE RECIPIENT, REGARDING CHANGES IN QUANTITY OR APPEARANCE OF THE

GOODS SUBJECTED THAT THE PROPOSALS ARE SUBMITTED BEFORE THE PRODUCTION BEGINS. ANY CHANGES SUBMITTED AFTERWARDS RESULT IN AN OBLIGATION OF THE RECIPIENT TO PAY FOR THE GOODS MANUFACTURED BEFORE THE CHANGED ORDER IS RECEIVED AND CONFIRMED.

8.10. THE INVOICE ADJUSTMENTS RESULTING FROM ACKNOWLEDGED COMPLAINTS SHALL BE ISSUED UPON THE ACTUAL RETURN OR PRODUCT'S UTILIZATION IN THE PRESENCE OF COMMISSION.

8.11. UPWARD OF 14 BUSINESS DAYS PAYMENT DELAY, SUPPLIER'S FINANCIAL AND ACCOUNTING SYSTEM SHALL AUTOMATICALLY ACCRUE STATUTORY INTERESTS.

ORDER DELAYS

9.1. FORMIKA SHALL PRESENT THE ORDER PROGRESS UPON THE RECIPIENT'S REQUEST SUBMITTED AT ANY TIME.

9.2. ANY DOUBTS IN REGARDS TO THE ORDER BEING PREPARED ON TIME SHALL FORCE THE SUPPLIER TO INFORM THE RECIPIENT ABOUT THE DELAY WITH AN EXPLANATION AS TO THE CAUSE AND A PROPOSITION OF A NEW DATE OF DELIVERY EXECUTION.

9.3. ANY RETARDATIONS LASTING FOR NOT LONGER THAN 48 HOURS SHALL NOT BE CONSIDERED AS AN ORDER DELAY.

GUARANTEE

10.1. FORMIKA HEREBY GRANTS THE OTHER PARTY THE HIGH QUALITY GUARANTEE OF THE SUPPLIED GOODS.

10.2. FORMIKA SHALL BE RESPONSIBLE FOR THE PACKAGE QUALITY UNTIL GOOD'S EXPIRATION DATE IS INVALID OR UNTIL THE PRODUCT'S CONTAINED IN THE PACKAGE EXPIRATION DATE IS INVALID ON THE CONDITION THAT OCCURS BEFOREHAND, IN ANY CASE NOT LATER THAN 12 MONTHS AFTER THE SUPPLY.

10.3. THE RECIPIENT SHALL INSPECT THE QUANTITY OF THE SUPPLY ON DELIVERY DATE.

10.4. ANY COMPLAINTS ISSUED WITH THE TRANSPORTATION TO BE CONSIDERED, SHALL BE SUBJECTED TO NOTIFICATION WITHOUT DELAY. THE NECESSARY CONDITION, UNDER PAIN OF NULLITY, WHICH ENABLES THE CONSIDERATION OF A COMPLAINT IS PREPARATION BY THE RECIPIENT THE 'PROTOCOL OF LOSSES', WHICH SHALL CONTAIN PHOTO DOCUMENTATION AND ANNOTATION MADE BY THE DRIVER IN CMR DOCUMENT WITH A DRIVER'S SIGNATURE ON IT. ANY COMPLAINTS REGARDING INCORRECT QUANTITY OF THE GOODS SHALL BE CONSIDERED ONLY IN CASE OF SUBMITTING THEM WITHIN 5 DAYS FROM THE DATE OF DELIVERY.

10.5. IN ANY CASE THE RECIPIENT IS OBLIGED TO SUBMIT A COMPLAINT IN REGARDS TO WITH GOOD'S DELIVERY NOT LONGER THAN 14 BUSINESS DAYS UPON DELIVERY (REGARDLESS OF RECEIVING OR REFUSING A SUPPLY), UNLESS HIDDEN DEFECTS APPEAR AFTERWARDS. THE AFOREMENTIONED CLAIMS SHALL BE SUBMITTED IN 3 BUSINESS DAYS AFTER DETECTION.

10.6. PARTIES HEREBY DECLARE THAT FORMIKA SHALL BE ENTITLED TO REFUSE THE CLAIM CONSIDERATION SUBMITTED UPON THE LAPSE OF THE AFOREMENTIONED TIME LIMITS. IN THAT SCOPE FORMIKA'S LIABILITY SHALL BE EXCLUDED.

10.7. IN CASE OF DISCOVERY OF ANY INCOMPLIANCES, THE RECIPIENT SHALL ENSURE PARTICIPATION IN THE RECEPTION FOR FORMIKA'S REPRESENTATIVES.

10.8. DIFFERENCES ESTIMATED ON THE LEVEL +/- 10% OF THE ORDER'S QUANTITY OR AMOUNT SHALL NOT BE THE SUBJECT MATTER OF A COMPLAINT, UNLESS PARTIES AGREED OTHERWISE. SUBJECT TO THE DIFFERENCES BETWEEN PAPER AND PROOF FOIL, THE PDF FILES MAY DIFFER IN PRINT ABOUT 10%. METALLIC COLORS ARE PRESENTED ONLY IN AN ESTIMATE. THE SPECIMEN FOR PANTONE COLORS IS THE MOLD OF THE PANTONE COLORS. ANY COLOR DIFFERENCES NO HIGHER THAN 3 DELTA E RESULT FROM PRINT TECHNOLOGY AND DO NOT CONSTITUTE A DEFECT

10.9. IN CASE OF DETECTING ANY INCOMPLIANCES WITH ORDERED GOODS DURING THE SUPPLY, THE RECIPIENT IS ENTITLED TO:

10.9.1. REFUSE TO RECEIVE THE SUPPLY UNTIL FOUND DEFECTS ARE REMOVED (REGARDLESS OF QUANTITY OR AMOUNT DIFFERENCES), AND IF IT IS IMPOSSIBLE TO ELIMINATE THEM- DEMAND REPLACEMENT OF THE GOODS FREE FROM DEFECTS OR DELIVERING NEW, AT THE EXPENSE OF SUPPLIER ON THE DATE SET WITHIN NOT LESS THAN 10 BUSINESS DAYS, OR

10.9.2. MAKE THE RECEIPT OF GOODS ON THE DATE SET WITHIN NOT LESS THAN 10 BUSINESS DAYS.

10.10. RECIPIENT SHALL PROTECT AND SUBMIT PROPERLY SAMPLES OF GOODS BEING THE SUBJECT OF THE COMPLAINT UPON FORMIKA'S DEMAND.

10.11. COMPLAINTS SHALL BE CONSIDERED WITH THE LABEL INFORMATION LOCATED ON THE SUPPLIER'S UNIT CONTAINER OR OUTSIDE THE ROLE OF BOBBIN EXCLUSIVELY.

10.12. COMPLAINTS SHALL BE CONSIDERED WITHIN 20 BUSINESS DAYS FROM THE NOTIFICATION.

10.13. IN CASE OF ACKNOWLEDGED COMPLAINT, FORMIKA SHALL REMOVE PHYSICAL DEFECTS OF DELIVERED GOODS OR SUPPLY THE SAME QUANTITY OF GOODS FREE AND CLEAR FROM THE DEFECTS WITHOUT UNDUE DELAY.

10.14. IN CASE OF ACKNOWLEDGED COMPLAINT SUPPLIER SHALL COLLECT THE GOODS FROM DELIVERY PLACE ON HIS OWN EXPENSE, UNLESS DEFECT SHALL BE REMOVED IN PLACE WHERE THE GOOD WAS STORED DUE TO THE EVENT OF DEFECT BEING DISCOVERED. UPON THE COMPLETION OF THE DUTIES MENTIONED IN PARAGRAPH 9, THE SUPPLIER SHALL DELIVER THE GOODS ON HIS EXPENSE TO THE DESIGNATED PLACE OF DELIVERY.

10.15. DEPENDING ON THE NATURE OF DEFECTS BEING DISCOVERED PARTIES MAY CONCLUDE THAT SUPPLIER EXEMPTS HIS LIABILITY FOR AFORESAID BY GRANTING AN INDIVIDUALLY SETTLED DISCOUNT.

10.16. IN CASE OF GUARANTEE BEING NON-PERFORMED, RECIPIENT SHALL NOT BE ENTITLED TO REPAIR OR EXCHANGE THE GOODS IN HIS OWN NAME ON BEHALF OF THE SUPPLIER.

10.17. THE GUARANTEE PROCEEDINGS SHALL NOT IMPACT THE PAYMENT TIMELINES BETWEEN THE PARTIES. IN CASE OF DEFECTIVE GOOD BEING EXCHANGED THE SUPPLIER SHALL CORRECT INVOICE ISSUED ACCORDINGLY AND ISSUE A NEW INVOICE.

10.18. THIS GUARANTEE SHALL BE ALSO APPLICABLE TO THE GOODS BEING REPAIRED OR EXCHANGED AS OF THE DATE OF DELIVERY.

10.19. SUPPLIER SHALL PROTECT AND HOLD SAMPLES OF GOODS FROM EACH DELIVERY FOR NOT LESS THAN 12 MONTH BEGINNING FROM THE DATE OF DELIVERY. UPON PRIOR NOTICE SUPPLIER SHALL PROVIDE SAMPLES TO THE RECIPIENT. FOR THE PHARMACEUTICAL INDUSTRY GOODS ABOVEMENTIONED PERIOD EXTENDS TO 60 MONTHS.

10.20. FORMIKA IS HEREBY ENTITLED TO DETERMINE ANY ADDITIONAL GUARANTEE TERMS AND CONDITIONS DURING THE SUPPLY- AS REGARDS TO THE GOODS STORAGE PRINCIPLES IN PARTICULAR. UNLESS SPECIFIED TERMS AND CONDITIONS ARE BEING ADHERED TO, FORMIKA SHALL BE EXEMPTED FROM

THE LIABILITY.

10.21. WHEREAS FORMIKA IS NOT AWARE OF THE WHOLE PRODUCT'S COMPOSITION, CONDITIONS OF ITS PACKAGING AND TRANSPORTATION, PROJECT OF THE INTRODUCED PACKAGE SHALL BE ONLY CONSIDERED AS A SUGGESTION. THE RECIPIENT SHALL PERFORM AGEING TEST AND ANALYSIS OF THE COMPATIBILITY OF HIS PRODUCT WITH THE PACKAGE TO DETERMINE WHETHER THE PACKAGE IS SUITABLE TO USE DUE THE PRODUCT'S EXPIRATION DATE. SUPPLIER IS EXEMPTED FROM THE LIABILITY OF INAPPROPRIATE PACKAGE SELECTION. THE RECIPIENT IS ONLY RESPONSIBLE FOR THE LATEST CONFIRMATION OF THE RECIPIENT'S PRODUCT COMPATIBILITY WITH THE PACKAGE.

10.22. PARTIES HEREBY EXCLUDE THE LIABILITY FOR THE WARRANTY.

DAINGEROUS PRODUCTS LIABILITY

11.1. IN REFERENCE TO POLISH AND EUROPEAN REGULATIONS PROVIDING THE LIABILITY OF DANGEROUS PRODUCTS (FOR EX. CC AND EC1935/2004), DEFINED AS HAZARDOUS IN THE TERMS OF BEING UNSAFE IN ACCORDANCE TO THE ORDINARY SAFENESS EXPECTATIONS DURING THE GOOD'S USAGE, SUPPLIER SHALL APPLY WITH THE DUE DILIGENCE IN THE COURSE OF PACKAGE PRODUCTION PROCESS, WHICH MAY EXPERIENCE CONTACT WITH GROCERIES AND PHARMACEUTICS OR MAY EXPERIENCE AFOREMENTIONED CONTACT AFTER BEING RECYCLED.

11.2. PARTIES HEREBY AGREE FOR FORMIKA'S COOPERATES' ACCESSION IN CASE OF DANGEROUS PRODUCT LIABILITY LEGAL DISPUTE WHEREIN THE ABOVEMENTIONED MIGHT BEAR RESPONSIBILITY.

11.3. FORMIKA HEREBY DECLARES THE POSSESSION OF CIVIL LIABILITY INSURANCE POLICY. SUPPLIER SHALL PRESENT COPIES OF ABOVEMENTIONED DOCUMENTS CERTIFIED BY PUTTING A SIGNATURE ON EACH UNQUOTED REQUEST FROM THE RECIPIENT.

11.4. THE RECIPIENT SHALL COMPLETE ANY REQUESTS ISSUED BY FORMIKA'S INSURER- IN PARTICULAR IT INCLUDES MAKING A CLAIM AND REPORTING ALL DOCUMENTS AND EXPLANATIONS NEEDED. ANY OMISSIONS HEREIN RESTRICTED SHALL BURDEN THE RECIPIENT.

11.5. AS THE TOTAL LIMIT OF THE CONTRACTUAL FORMIKA'S LIABILITY PARTIES HEREBY DETERMINE THE EQUIVALENT OF THE ORDER'S VALUE (INCLUDING CONFUSION OF THE PRODUCTS, MACHINERY RAVAGE AND NET FINANCIAL LOSS).

STIPULATED PENALTY PROVISIONS

12.1. FORMIKA SHALL PAY RECIPIENT STIPULATED PENALTY UNDER THE FOLLOWING CONDITIONS:

12.1.1. IN CASE OF DELAY IN ANY GOOD'S DELIVERY, THE AMOUNT OF 0,1% OF THE ORDER NET VALUE FOR EACH DAY, NOT MORE THAN 3% OF THE TOTAL ORDER VALUE.

12.1.2. IN CASE OF DELAY IN FULFILLING THE RESPONSIBILITIES RESULTING FROM THE GUARANTEE- 0,1% OF THE REPORTED GOOD'S NET VALUE FOR EACH DAY OF DELAY, NOT MORE THAN 3% OF THE TOTAL ORDER VALUE.

12.1.3. IN CASE OF WITHDRAWING THE CONTRACT, RECIPIENT'S COMPENSATION SHALL NOT EXCEED THE VALUES INDICATED ABOVE.

ASSIGNMENT

13.1. THE RECIPIENT SHALL NOT TRANSFER ANY RIGHTS OR OBLIGATIONS STIPULATED IN THE CONTRACT TO A THIRD PARTY, UNLESS FORMIKA GIVES APPROPRIATE CONSENT.

13.2. FORMIKA IS ENTITLED TO TRANSFER RIGHTS AND OBLIGATIONS STIPULATED IN THE CONTRACT TO THE PARENT/ SUBSIDIARY/ RELATED COMPANY AS DEFINED IN POLISH CODE OF COMMERCIAL COMPANIES.

13.3. THE RECIPIENT SHALL INFORM AS SOON AS POSSIBLE ABOUT ANY CHANGES OF THE RECIPIENT'S LEGAL FORM THAT MAY AFFECT THE IMPLEMENTATION OF THE CONTRACT IN ADVANCE.

DISPUTE RESOLUTIONS AND THE ARBITRATION

14.1. IN ANY MATTERS NOT GOVERNED HEREIN, THE PROVISIONS OF CC SHALL APPLY.

14.2. THIS CONTRACT AND ANY FURTHER AGREEMENTS CONCLUDED ON ITS BASIS, SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE TO THE POLISH LAW EXCLUSIVELY.

14.3. THE PARTIES HEREBY UNDERTAKE TO MAKE EVERY EFFORT TO AMICABLY RESOLVE ANY DISPUTES, WHICH MAY ARISE IN CONNECTION HEREWITH CONTRACT'S PERFORMANCE.

14.4. IN CASE OF NO AGREEMENT BEING REACHED- ANY DISPUTES, EXCLUDING THOSE DEFINED IN PARAGRAPH 5 BELOW, ARISEN OR CONNECTED WITH THE CONTRACT SHALL BE SETTLED BY LEWIATAN COURT OF ARBITRATION.

14.5. ANY MATTERS CONNECTED WITH FORMIKA'S REMUNERATION DUE TO THE DELIVERED GOODS ON THE BASIS OF ISSUED INVOICES SHALL BE SETTLED BY THE POLISH COMMON COURT OF LAW, WHICH HAS THE JURISDICTION OVER THE REGISTERED OFFICE OF THE COMPANY OR THE ELECTRONIC WRIT-OF-PAYMENT PROCEEDINGS- ACCORDING TO THE DISPOSAL OF FORMIKA IN THAT MATTER.

CONFIDENTIALITY

15.1. THE PARTIES HEREBY UNDERTAKE TO KEEP CONFIDENTIAL ANY MATERIALS, DOCUMENTS AND INFORMATION OBTAINED ANYHOW FROM THE OTHER SIDE IN CONNECTION WITH THE CONTRACT, IN PARTICULAR APPLYING TO THE PRICE AND PAYMENT CONDITIONS. THE FACT OF CONCLUDING THE CONTRACT SHALL NOT BE CONFIDENTIAL.

15.2. AN OBLIGATION OF CONFIDENTIALITY INCLUDES IN PARTICULAR PROHIBITION TO DISCLOSE ANY INFORMATION HEREIN DEEMED CONFIDENTIAL TO THIRD PARTIES.

15.3. AN OBLIGATION OF CONFIDENTIALITY SHALL NOT INCLUDE THE SITUATION WHEN RELEVANT PROVISIONS ENABLE THIRD PARTY TO REQUIRE MATERIAL CONFIRMATION IN A FORM PROVIDED BY THE LAW.

15.4. THE PARTY SHALL INFORM THE RECIPIENT ABOUT THE ABOVEMENTIONED REQUIREMENTS.

15.5. THE PARTIES SHALL ENSURE THAT ALL SAFETY MEASURES REQUIRED IN THE COMMUNICATION HAVE BEEN TAKEN BY THE PARTIES IN ORDER TO PRESERVE ANY CONFIDENTIAL INFORMATION FROM THIRD PARTIES.

15.6. UNDER THE PROVISIONS OF THIS PARAGRAPH PARTIES SHALL ALSO KEEP CONFIDENTIALITY WITHIN 48 MONTHS AFTER CONTRACT'S EXPIRATION.

15.7. IN CASE OF BREACHING THE CONFIDENTIALITY CLAUSE BY THE RECIPIENT, HE SHALL BE OBLIGED TO PAY FORMIKA THE PENALTY IN THE AMOUNT OF 20 000 PLN EACH VIOLATION. PENALTY SHALL NOT EXCLUDE THE RIGHT TO CLAIM THE COMPENSATION IN THE AMOUNT EXCEEDING THE STIPULATED PENALTY.

TRADE CREDIT

16.1. IN CASE OF DEFERRED PAYMENT TERM FOR THE GOODS, SUPPLIER IS ENTITLED TO SUBJECT THE PERMIT FOR DEFERRED PAYMENT TERM TO PROVIDING A MOST RECENTLY ANALYSIS OF THE FINANCIAL STATEMENT (F-01) APPROVED BY

THE RECIPIENT.

CORPORATE POLICY

17.1.FORMIKA WISHES TO PROMOTE ENVIRONMENTAL PROTECTION AND SUSTAINABLE DEVELOPMENT RULES UPON ITS BUSINESS PARTNERS AND ATTEMPTS TO ADJUST THUS STANDARDS TO THE STANDARDS INTRODUCED BY THE RECIPIENTS UNLESS CONTRADICTORY TO THE STANDARDS APPLIED IN FORMIKA'S ACTIVITY.

SUBCONTRACTING

18.1.FORMIKA SHALL EXECUTE THE ORDER INDEPENDENTLY BUT NOT EXCLUDING THE ENGAGEMENT OF SUBCONTRACTORS- IN PARTICULAR WITH PACKING AND FORWARDING THE GOODS.

INTELLECTUAL PROPERTY

19.1.THE RECIPIENT DECLARES AND CONFIRMS THE OWNERSHIP OF ALL RIGHTS NECESSARY TO CONCLUDE THE CONTRACT, INCLUDING THE COPYRIGHTS, PROPRIETARY AND NON-PROPRIETARY RIGHTS TO THE PROJECTS, PATTERNS, TRADEMARKS, PATENTS ETC. ('PROJECTS') WHICH ARE FORMING PARTS OF THE GOODS ORDERED FROM FORMIKA.

19.2.IN CASE OF ANY DOUBTS PARTIES HEREBY UNDERTAKE THE RESOLUTION TO GRANT TO FORMIKA A NON- EXCLUSIVE LICENSE IN THE FIELD OF PROJECT'S PRESERVATION AND MULTIPLEXING SUBJECT TO NON-EXCLUSIVE COPYRIGHTS- TO MANUFACTURE BY A SPECIFIC TECHNIQUE COPIES OF THE PROJECT, INCLUDING PRINTING, REPROGRAPHIC, MAGNETIC RECORDING AND DIGITAL TECHNOLOGY.

19.3.IN CASE OF ANY ADJUSTMENTS REQUIRED DURING THE PRODUCTION PROCESS, THE RECIPIENT HEREBY DECLARES TO BE ENTITLED OF MAKING REPRESENTATIONS AS REGARDS TO THE COPYRIGHTS AND SHALL EMPOWER FORMIKA THEREOF.

19.4.IN CASE OF ANY CLAIMS BEING RAISED AGAINST FORMIKA BY THE THIRD PARTY AS REGARDS TO THE COPYRIGHTS INFRINGEMENTS TO THE PROJECT, THE RECIPIENT SHALL UNDERTAKE ANY NECESSARY ACTIONS IN ORDER TO INTERVENE THE CASE AND RELEASE FORMIKA FROM ANY LIABILITY IN THAT SCOPE.

FORCE MAJEURE

20.1.IN CASE OF THE FORCE MAJEURE EVENT DEFINED AS ANY CIRCUMSTANCES BEYOND CONTROL OF THE PARTIES, PREVENTING THE PERFORMANCE OF THE CONTRACT IN WHOLE OR IN THE PART, WHICH COULD NOT BE FORESEEN WHEN THE CONTRACT WAS BEING SIGNED AND WAS CAUSED BY THE REASONS NOT ATTRIBUTED TO THE PARTIES (WARFARE, FIRE, HAIL, HARMFUL INSECTS, HURRICANE, DROUGHT, FLOOD, ANY OTHER NATURAL DISASTERS, RESTRICTIONS, ADMINISTRATIVE DECISIONS OR LEGAL REGULATIONS AND STRIKES ETC.), FORMIKA SHALL BE RELEASED FROM ANY LIABILITY.

20.2.IN CASE OF THE FORCE MAJEURE EVENT PREVENTING ONE OF THE PARTIES TO PERFORM ITS OBLIGATIONS UNDER CONTRACT FOR A PERIOD OF TIME EXCEEDING 5 BUSINESS DAYS, THE PARTY INVOKING THE FORCE MAJEURE SHALL PRESENT THE COMPETENT CHAMBER OF COMMERCE CERTIFICATE CONFIRMING THE ABOVE UNLESS THE CIRCUMSTANCE IS COMMONLY KNOWN.

SPECIAL PROVISIONS

21.1.THE BINDING INTERPRETATION OF THIS CONTRACT SHALL BE BASED ON THE GENERAL MEANING OF THE EXPRESSIONS USED HEREOF. IN CASE OF ANY DOUBTS, PARTIES HEREBY AGREE TO CONSIDER THE PROVISION'S PLACEMENT IN THE SPECIFIC UNIT OF EDITORIAL OR TITLES, SUBTITLES, CHAPTERS AND THE PARAGRAPHS NAMES AS NOTHING MORE THAN THE EDITING CHARACTER AND THUS SHALL NOT BE USED TO ASSESS THE CONTENT OF THE CONTRACT.

21.2.THE CONTRACT SHALL BECOME BINDING BETWEEN THE PARTIES AS TO ITS ENTIRETY. IN CASE OF PROVISIONS BEING NOT COMPLIED WITH IN PRACTICE NEITHER OF THE PARTIES SHALL PRESUME THE LOSS OF ITS BINDING FORCE.

21.3.THE PARTIES HEREBY JOINTLY AGREE THAT SHOULD ANY OF THE CLAUSES OF THE CONTRACT BE INVALID, THIS SHALL NOT AFFECT THE VALIDITY OF THE REMAINING CLAUSES. THE PARTIES UNDERTAKE TO TAKE ANY LEGALLY POSSIBLE STEPS IN ORDER TO SET UP THEIR RIGHT AND OBLIGATIONS UNDER THE CONTRACT IN A WAY THAT ENSURES THE COMPLETION OF THE PURPOSES OF THE CONTRACT.

FINAL PROVISIONS

22.1.ANY CHANGES, SUPPLEMENTS AS WELL AS WITHDRAWAL OR TERMINATION OF THE CONTRACT SHALL BE MADE IN WRITING OTHERWISE BEING NULL AND VOID.

22.2.ANY NOTICE OR OTHER INFORMATION PROVIDED BY THE PARTIES UPON THE REALIZATION OF THE CONTRACT SHALL BE MADE IN WRITING AND SUBMITTED TO THE OTHER PARTY.

22.3. THE CLIENT AUTHORIZES THE SUPPLIER TO USE THE IMAGE OF PRODUCTS FOR ADVERTISING AND MARKETING PURPOSES OF THE SUPPLIER (PAPER PUBLICATIONS, INTERNET, PRESENTATIONS).

22.4.WHEREVER THE CONTRACT MENTIONS 'THE BUSINESS DAY', IT SHALL BE CONSIDERED AS EACH DAY OF THE WEEK, EXCLUDING SATURDAYS, SUNDAYS AND STATUTORY HOLIDAYS.

22.5.THE PARTIES UNDERTAKE TO NOTIFY EACH OTHER OF EVERY ADDRESS CHANGE, OTHERWISE DELIVERY TO THE LAST INDICATED ADDRESS SHALL BE CONSIDERED EFFECTIVE.

22.6.UNLESS PARTIES AGREE OTHERWISE, TERMINATION OF THE CONTRACT SHALL NOT EFFECT ON THE VALIDITY OF CURRENT RIGHTS AND OBLIGATIONS RESULTING FROM THE SUBMITTED ORDERS. PROVISIONS OF THE CONTRACT SHALL BE APPLICABLE TO ANY ORDER NOT COMPLETED BEFORE THE TERMINATION OF THE CONTRACT.

22.7.IN CASE OF DISCREPANCIES CAUSED BY DRAWING UP THE CONTRACT AND/OR GT IN TWO LANGUAGES, POLISH VERSION SHALL PREVAIL.

We hereby declare that Formika has a status of a large entrepreneur according to the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (Journal of Laws of 2020, item 935 with subsequent amendments).


Pawel Gurgul
Prezes Zarządu
Zatwierdził/ Approved:
Pawel Gurgul
Prezes Zarządu/ CEO