



## General Terms of Cooperation [GTC]

ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek

### I.

1. In the absence of any other written agreement, these General Terms of Cooperation, hereinafter referred to as the GTC, shall apply to sales contracts and product delivery contracts concluded by ESTO Spółka z ograniczoną odpowiedzialnością, based in Barlinek, entered into the register of enterprises of the National Court Register kept by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register under KRS No. (National Court Register No.) 0000145928, NIP (Tax Identification No.) 5970010964.
2. These GTC apply only to the Customers of ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek who have the status of an enterprise within the meaning of Article 43 of the Civil Code. The provisions of these GTC apply only to professional trade and do not apply to consumers.
3. Goods, within the meaning of these GTC, are products (cartons) manufactured by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek from materials previously purchased by the Company or delivered by Customers through the Company's personnel and using the machines, tools and devices owned by the Company.
4. When placing an order, the Customer is obliged to familiarise itself with the content of these GTC. By placing the order, the Customer confirms that it has read and accepted the provisions of these GTC by placing its signature on the order form. The refusal to accept the provisions of the GTC in the content of the submitted order results in leaving it without further processing.
5. Regardless of the subsequent changes to the GTC, the provisions of the GTC as at the time of placing the order are binding for the content of the concluded contract.
6. The Parties may waive the application of the provisions of these GTC in writing, otherwise being null and void. The conclusion of an agreement in this respect shall exclude the application of the relevant provisions of the GTC between the Parties, which shall be replaced by the relevant provisions of the agreement concluded by the Parties.

### II.

1. Offers and other commercial letters exchanged between the Parties are not binding. In order to conclude a contract it is necessary for ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek to confirm the order placed by the Customer in writing, or to conclude a separate contract in writing under pain of invalidity.
2. ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek carries out the goods for the Customer on the basis of project documentation provided by the latter. On the day of release of the media on which each part of the design documentation is recorded the Customer transfers to ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek the ownership of the media on which the design documentation is stored (this applies to working versions, drafts, as well as final versions).
3. On handing over the project documentation (each of its parts separately) to ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek, the Customer transfers the proprietary copyrights (intellectual property rights) to this documentation in the scope necessary to manufacture the goods.

4. If, in connection with the use of copyrights (intellectual property rights) by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek any proceedings are brought against the Company for infringement of the copyrights (intellectual property rights) of third parties, ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek shall immediately notify the Customer in writing of such proceedings. The Customer will be obliged to participate in these proceedings at its own expense, in particular and as far as legally possible by intervening as an accessory or taking part in the proceedings as a defendant, and in the event this is not possible by appointing a proxy cooperating with ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek or acting in the name of the Company (at the discretion of ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek), as well as to conduct negotiations in connection with the claims made. In addition, the Customer will be obliged to pay the costs of the proceedings, including the reasonable costs of the Company's legal representative, court costs and to pay awarded or contractually agreed damages or costs of amicable settlement.

### III.

1. If the product is to be delivered to the Customer, the sale price of the product includes transport of the product to the destination indicated in the contract. The route, means of transport and the carrier are each time determined by ESTO Spółka z ograniczoną odpowiedzialnością, based in Barlinek.
2. The contract specifies each time whether other benefits are due separately or are covered by the purchase price. The purchase price and the remuneration for additional benefits are hereinafter jointly referred to as receivables.
3. The receivables cannot be set off by the Customer and are payable to the bank account indicated by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek. In case of delay in payment ESTO Spółka z ograniczoną odpowiedzialnością, based in Barlinek, is entitled to statutory interest for delay in commercial transactions.
4. If the Customer is late with payment, or payment on time is doubtful due to the Customer's financial situation, ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek can refuse to make deliveries, setting the Customer an appropriate time limit for an agreed payment security, and after its ineffective expiry ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek can withdraw from the contract.
5. When the payment made by the Customer is not sufficient to satisfy several outstanding amounts, in the first place ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek may include the payment made for the amount due that is most recently due, and in the event that several receivables have the same due date - according to the order of invoices. ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek, may first set off what it owes as a secondary claim. Any objections made by the Customer to the contrary upon payment shall be deemed invalid and non-binding.
6. The Customer is not entitled to stop the product.

### IV.

1. Partial deliveries of goods are allowed.
2. The delivery time is reserved in favour of ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek.
3. Delivery shall be deemed to have been made: if the goods are to be shipped - at the time of their delivery to the agreed place of destination; if the goods are to be collected by the Customer at the warehouse designated in the contract - at the time the goods are placed in the warehouse designated for that purpose. The Customer will be notified of the planned date of delivery.
4. The delivery date shall be extended in the event of an obstacle preventing or significantly hindering delivery, for which ESTO Spółka z ograniczoną odpowiedzialnością shall not be held responsible,

such as fire, flood, breakdown of equipment, machinery or means of transport, road obstacles, unavailability of a given product range or of materials for its production, an act of public authority, irrespective of whether such an obstacle affects ESTO Spółka z ograniczoną odpowiedzialnością, based in Barlinek, or third parties, including suppliers or carriers. ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek, shall inform the Customer immediately on the occurrence and cessation of any obstacle connected with delivery.

5. In the event of a delay in delivery, the Customer is obliged, before taking any steps, to assign ESTO Spółka z ograniczoną odpowiedzialnością, based in Barlinek an additional delivery date, not shorter than 14 days.
6. If the goods are to be shipped, the Customer is obliged to collect them and unload them immediately after delivery. If the goods are to be collected at the warehouse indicated in the contract, the Customer is obliged to collect the goods and load them on the day the goods are placed for collection. In the event of a delay in collecting the goods, the Customer bears the risk of accidental loss or accidental damage to the goods, is obliged to pay the sale price on time and pay the costs of storing the goods in the amount of PLN 120 / day for each stored pallet.
7. The goods are not intended for direct contact with food, if the unit packaging of the packed goods does not constitute a barrier against migration and organoleptic changes of the packed food.
8. The minimum order for products manufactured by ESTO Spółka z ograniczoną odpowiedzialnością is 300 m<sup>2</sup> or 200 linear metres.
9. Due to technological processes of cardboard suppliers and internal processes ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek reserves the right to tolerate the volume of the manufactured order +/-10%. In case of goods consisting of several elements, ESTO Spółka z ograniczoną odpowiedzialnością treats each of the elements as separate goods. Dimensional tolerance +/- 3 mm, tolerance of graphic fit is +/- 3 mm, tolerance of gear position is +/- 3 mm, permissible bending (ratio of sheet bending height to sheet length) is up to 4%. Cardboard weight tolerance is +/- 5%. The permissible colour discrepancy in relation to the obtained pattern depends on the quality of the substrate and amounts to  $\Delta E \leq 5$ .
10. The Customer is obliged to follow the recommendations and storage conditions for corrugated cardboard products. Storage temperature 15-25°C, humidity 50-65%, protect against getting wet and direct sunlight and damage to goods, do not allow for sudden temperature and humidity changes in the stored room.
11. Unless otherwise agreed in writing, the goods are delivered or issued on EURO pallets or industrial pallets owned by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek. The Company declares that if the pallets are not returned in an undamaged condition within 1 month of the goods being released, a fee will be charged for each issued pallet in the following amounts: pallet 1200 x 800 euro - PLN 50 net, industrial pallet 1200 x 800 - PLN 25 net, which fee will be included in the VAT invoice.

## V.

1. The Customer is obliged to examine the goods: if it is to be shipped - upon delivery to the designated destination, and if it is to be picked up in the warehouse indicated in the contract - upon collection from the warehouse.
2. ESTO Spółka z ograniczoną odpowiedzialnością reserves the right to use cardboard alternatives. Weights quoted in the offer are approximate and do not constitute grounds for complaint. The parameter that takes into account the complaint is the ECT parameter (tolerance +/- 10%)
3. The Customer is obliged to notify ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek in writing about the defect in the goods within 7 days: from the date of receipt - as to apparent defects and other defects that could be found during professional testing of the goods; from the disclosure of the defect - as for other defects In the notification, the customer is obliged to describe

the defect and to attach relevant proof of the existence of the defect (e.g. photos).

4. The Customer is obliged to immediately stop processing, etc. activities of the goods for which the defect has been detected and allow the supplier to actually control it, under pain of losing rights and claims under the warranty. The inspection and checking procedure shall take 14 days from the receipt of notification by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek.
5. The Customer may request delivery of goods free from defects. Delivery of a product free from defects shall be carried out, at the choice of ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek, by removing the defect or replacing the defective goods with goods free from defects. The deadline for removing the defect and replacing it is 14 days from the date of receipt of a written request for a defect-free item. If ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek does not meet the deadline to remove the defect and replace the goods with goods free from defects, the Customer can demand in writing that the price be reduced or withdraw from the contract. The right to demand a price reduction and the right of withdrawal shall only apply to the defective product covered by the notice of defect.
6. If the inspection and control procedure shows that the customer has no rights and claims under the warranty, the customer is obliged to bear the costs of the procedure incurred by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek.
7. ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek is only liable for damage caused by breach of contractual or extra-contractual obligations if this is due to intentional fault or gross negligence. This also applies to liability for third parties, including suppliers or carriers.

## VI.

1. Amendments and supplements to these GTC shall only apply to future contracts.
2. Contracts concluded by ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek and these GTC are subject to Polish law.
3. For the settlement of disputes to which ESTO Spółka z ograniczoną odpowiedzialnością based in Barlinek is a Party, only the common court locally competent for the Company's registered office has jurisdiction.

These General Terms of Cooperation are valid from 14th January 2021.

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**VICE PRESIDENT**

*Adam Skąlecki*