

**GENERAL TERMS & CONDITIONS OF SALE AND DELIVERY NICATOR FILMS LIMITED LIABILITY
COMPANY WITH ITS REGISTERED OFFICE IN WARSAW**

I. Introductory provisions

1. These General Terms & Conditions of Sale and Delivery (hereinafter referred to as "GTC") of Nicator Films Limited Liability Company with its registered office in Warsaw shall apply from 1 March 2025

II. Placement of an order by the buyer

1. The Seller within the meaning of the GTC is Nicator Films Limited Liability Company with its registered office in Warsaw.

2. The Buyer within the meaning of the GTC is the entity concluding a sales agreement with the Seller as a buyer or a delivery agreement as a recipient, the subject of which are goods manufactured by the Seller, being an entrepreneur within the meaning of art. 431 of the Civil Code. excluding natural persons concluding sales or delivery agreements directly related to their business activity, when the content of these agreements indicates that they do not have a professional character for these persons, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

3. The Seller and the Buyer are jointly referred to in the OWSD as the Parties. The OWSD apply to sales and delivery agreements for goods offered by the Seller concluded by the Seller and the Buyer, regardless of their form, and define the mutual relations between the Seller and the Buyer during the period of validity of the GTC indicated in paragraph 1 (hereinafter referred to as the "Agreement").

The GTC are available to the Buyer before concluding the agreement in writing on the website www.nicator.pl

III. Conclusion of the Agreement

1. The Agreement is concluded by placing an order by the Buyer and its acceptance by the Seller or by placing signatures by the Seller and the Buyer on the Agreement concluded in writing. The agreement is deemed to have been concluded upon written confirmation by Nicator Films of the placed order.

2. Announcements, advertisements, price lists and other information about the goods produced by the Seller, in particular descriptions, technical and utility parameters and prices, do not constitute an offer, but an invitation to conclude an agreement within the meaning of Art. 71 of the Civil Code.

3. The Buyer has the right to cancel the placed order provided that the Seller has not commenced its production

IV. Payment of the Price

1. The Buyer is obliged to pay the Seller the price in the amount and currency agreed by the Parties and indicated by the Seller on the VAT invoice issued to the Buyer. The price is increased by the VAT tax in the amount due.

2. The Buyer is obliged to pay the Seller the price within the time limit agreed by the Parties and indicated by the Seller on the VAT invoice issued to the Buyer.

3. If the Buyer is in arrears with the payment of the price for the delivered part of the goods that are the subject of the Agreement (hereinafter referred to as the "Goods") or if, due to his financial condition, it is doubtful whether the payment of the price for the part of the Goods that is to be delivered later will be made on time, the Seller may refrain from delivering further parts of the Goods, setting the Buyer an appropriate deadline for securing payment, and after the deadline has expired without effect, he may withdraw from the Agreement.

4. For each day of delay in payment of the price, the Buyer will be charged statutory interest for delay in commercial transactions, referred to in art. 4 item 3) of the Act of 8 March 2013 on payment deadlines in commercial transactions.

5. Arbitrary deductions of the invoiced liability will not be recognized.

6. Payment shall be understood as confirmation by the Seller's Bank of the receipt of funds to his account.

V. Release of Goods

1. The Parties shall establish the date and method of release of the Goods upon conclusion of the Agreement.
2. The Goods may be collected by the Buyer from the Seller's warehouses or delivered by the Seller to the place indicated by the Buyer (Issue of Goods).
3. Upon Issuance of Goods, the Buyer is transferred the benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods.
4. The Seller has the right to deliver the Goods with a ten percent surplus or deficiency in its weight/quantity. The Buyer pays the price for the actually delivered weight/quantity of the Goods.
5. In the event of quantitative shortages in the issued goods, the Buyer is obliged to specify and record them in the proof of issue, bill of lading or other document confirming the transfer of goods on the day of issue, under penalty of losing claims for these shortages.
6. The Buyer shall bear the costs of delivery of the Goods, unless the parties to the contract have agreed otherwise, accepting different delivery terms in writing.
7. At the Buyer's request submitted before the conclusion of the Agreement, the Goods may be insured for the duration of delivery. The Buyer shall bear the costs of insuring the Goods.
8. The Buyer undertakes to collect the Goods. If the Buyer delays the collection of the Goods, the Seller may:
 - a) store the Goods in storage at the Buyer's expense and risk, or
 - b) sell the Goods on the Buyer's account. However, it will first set an additional deadline for the Buyer to collect the Goods, unless setting a deadline is not possible or the Goods are at risk of spoilage, or damage could occur for other reasons. The Seller will immediately notify the Buyer of the sale.
9. If the Goods were delivered to the Buyer on pallets and the parties have not agreed otherwise, the Buyer is obliged to return the indicated pallets to the Seller at its own expense within 30 days or pay for them on the basis of an invoice previously issued by the Seller.
10. The Seller shall not be liable for shortages and delays in delivery resulting directly or indirectly from reasons related to force majeure including: flood, hurricane, earthquake, snowstorm, storms, strikes, acts of terrorism or war.
11. The Buyer who then resells the ordered goods or processes them on his own in a country other than the Republic of Poland does so at his own risk and responsibility, in particular such an entity will be considered an entity introducing the packaging to the market of a given country and will bear all environmental fees, dues or liabilities related to the order in accordance with the regulations in force in that country. In the event of any claims being made to the Seller by third parties arising from the introduction of goods by the Buyer to the market of a country other than the Republic of Poland, the Buyer undertakes to accept liability resulting from this and to cover all liabilities related to this.
12. The delivered Goods remain the property of the Supplier until the price is paid in the manner specified in section IV.

VI. Warranty

1. The Seller is liable to the Buyer if the Goods have a physical defect that existed at the time the risk of loss of Goods passed to the Buyer or resulted from a cause inherent in the Goods at the aforementioned time (Warranty).
2. The Seller is liable under Warranty if the defects are revealed within three months from the date of issue of the Goods.
3. The Seller is released from liability under warranty if the Buyer knew about the defect at the time of issue of the Goods.
4. The Seller will be released from liability under warranty if the Buyer fails to check the Goods immediately after issue of the Goods or information about the defect of the Goods is not recorded in the waybill or other document confirming issue of the Goods.
5. The Seller is not liable under Warranty if:
 - a) the defect consists in the fact that the color of the Goods differs slightly from the agreed one;

b) the defect was caused by the Buyer's fault, e.g. by storing the Goods in inappropriate conditions or by using them for purposes for which they were not intended.

c) the repeatability of the properties of the film made of regranulate is not maintained

6. Under the Warranty, the Buyer is only entitled to the following rights:

a) the right to request the replacement of the Goods with defect-free ones;

b) the right to request a price reduction, whereas the Buyer cannot submit a declaration of a price reduction if the Seller immediately and without excessive inconvenience to the Buyer replaces the Goods with defect-free ones.

7. The claim indicated in section 6 letter a is subject to a limitation period, and the right indicated in section 6 letter b expires after three months from the date of finding the defect in the Goods.

8. The Buyer is obliged to notify the Seller of the defect in the Goods immediately, no later than within 3 days from the date of its discovery, under penalty of losing the rights under the Warranty. The notification should be made in writing or electronically, under penalty of nullity. The notification should indicate what the defect is and what part of the Goods it concerns. Along with the notification, the Buyer should provide the Seller with proof of purchase and samples, as well as photos and video materials of the defective Goods.

9. The Buyer who exercises the rights under the Warranty is obliged to return the defective Goods in unimpaired condition to the Seller at their own expense, unless the Seller agrees to inspect the defective Goods at the Buyer's, in which case the Buyer is obliged to allow the Seller access to the defective Goods for the purpose of inspecting them. If it turns out that the Goods are indeed defective, the Seller will reimburse the Buyer for the reasonable costs incurred by them in returning the defective Goods.

10. After noticing the defect in the Goods, the Buyer is obliged to stop using the entire batch of Goods that was delivered together with the defective Goods in order to limit the extent of the damage in their business. If the Buyer does not stop using the aforementioned batch of Goods in their business, they will do so at their own risk, and the Seller will be released from any liability in this respect.

11. After being notified by the Buyer about the defectiveness of the Goods in the manner described in par. 8 and after examining the Goods after being made available to him by the Buyer in the manner described in par. 9, the Seller shall assess the validity of this notification and inform the Buyer of its results, and if the notification proves to be justified, the Seller shall satisfy the Buyer's rights.

12. Returns of Goods not preceded by prior arrangements with the Seller shall not be accepted by the Seller. The responsibility and costs related to the risk of an unauthorised return of the Goods shall be borne exclusively by the Ordering Party.

13. The Seller is not responsible for the content on labels or prints when it was edited by the Ordering Party. The Ordering Party is solely responsible for the consequences of using the content and signs placed on the labels of the Seller's products at the express request of the Ordering Party.

14. The Seller's liability under the warranty is limited to direct damages within the value of the defective Goods and excluding lost profits.

VII. Final provisions

1. The Seller reserves the right to change the GTC. Agreements concluded before the entry into force of the above changes shall be subject to the GTC in the version prior to the change.

2. Agreements shall be subject to Polish law.

3. In matters not regulated in the GTC, the provisions of the Civil Code and other relevant legal acts shall apply accordingly.

4. The GTC has been drawn up in Polish and English language versions