



SERWACH

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC) shall apply to SERWACH Spolka z ograniczona odpowiedzialoscia Spolka Komandytowa (hereinafter: the Supplier) and the Customer (hereinafter: the Customer) with regard to stipulating the terms and conditions of cooperation in delivering SERWACH Sp. z o.o. Sp.k. products to the Customer.

§ 1

Placing an order constitutes the acceptance of the General Terms and Conditions as stipulated below. Any deviations from the above are not allowed, unless they are concluded as another framework cooperation agreement. This does not apply to offers understood as addendums to the General Terms and Conditions. Each offer, as well as other terms and conditions shall be confirmed in writing by each Party. An order is considered to be an agreement made pursuant to the GTC.

§ 2

The Supplier manufactures packagings made of solid and corrugated cardboard, as well as similar products, as ordered by the Customer. The delivery period shall commence on the date of confirming the order. Any modification of the order shall recommence the delivery period. In case of the Supplier's culpable delay in the delivery, the Customer may be entitled for compensation up to the maximum amount of the order. The compensation shall apply, if the Customer appoints an additional delivery period not shorter than 10 days.

The ordered goods shall be collected within 14 days after the agreed delivery period and notifying the Customer of the readiness of the goods for collection. After this period, the Supplier has the right to charge a fee of 0.2% of the value of the goods for each commenced day of delay in the collection.

Unless agreed otherwise, the Customer shall bear the costs and the risks of the delivery/shipping.

The Supplier manufactures the goods from the materials provided by the Customer and accepted by the Customer. The Customer shall bear all the liability for copyright and protection rights in the ordered goods.

§ 3

Due to the nature of the manufacturing process, the Supplier reserves the right to maintain the following production volume tolerance limits for each order:

– up to 250 pieces	+/- 25%
– up to 500 pieces	+/- 20%
– up to 1 000 pieces	+/- 15%
– up to 2 500 pieces	+/- 10%
– up to 5 000 pieces	+/- 7%
– up to 10 000 pieces	+/- 5%
– up to 25 000 pieces	+/- 4%
– up to 50 000 pieces	+/- 3%
– above 50 001 pieces	+/- 2%



SERWACH

Multi-part items shall not be regarded as single products but as separate items with their respective tolerance limits (this applies e.g. to a packaging with a bottom, a lid, and an insert).

The quantities within the tolerance limits shall be used in the documents of the release of products to the Customer. Therefore, actual quantities will be released and invoiced.

§ 4

Any complaint shall be made in writing or by e-mail. The Customer must provide the quantity of defective products, the name or number of the product and data enabling the identification of the delivery, e.g. the number of the delivery note or invoice, order number, etc. Any other complaints shall not be considered and shall be treated as void. The Supplier shall immediately consider a complaint. Complaints shall be submitted within 10 business days from the date of delivery/collection. In case of hidden defects, the right of lodging a complaint shall continue to apply for 30 business days from the date of delivery/collection.

If a complaint is considered valid, the Supplier shall have the right to provide a replacement delivery within 14 business days from considering the complained. If the Supplier fails to make the replacement delivery, the Customer shall have the right to demand a price discount.

The Supplier shall not consider a complaint to be valid, if the Customer reports defective products in amount below 1% of delivery for the entire order, or if the non-compliance of the products is within the limits acceptable in the industry in terms of displacement, bonding, creases/folds, smoothness, seams, colour, corrugation, print matching, that is.

- print matching – deviation up to ≤ 3 mm
- position of the die lines – deviation up to ≤ 3 mm
- deviation from the preset format when cutting – up to ≤ 3 mm
- perforation fit to the specified line – deviation up to ≤ 3 mm
- glue location – deviation up to ≤ 3 mm
- acceptable bending (the ratio of deflection to the length of the base side on which the deflection occurs) – 4%

The Supplier shall not be liable for the actual and intended use of the products, unless the Supplier confirms in writing that the products can be used for a particular purpose. Such a confirmation/statement shall be valid for no longer than one year from the date of its issue.

In the event of damage to the goods during transport, a damage protocol must be prepared (for courier deliveries) or a note about the damage on the delivery documents. Without such confirmation, the complaint will not be accepted.

§ 5

The payments shall be made by bank transfer to the bank account indicated on the invoice. The date of payment shall be the date of crediting the Supplier's bank account. The payment can also be made in cash at company's cashier.

The Supplier shall be entitled to charge statutory interest for each day of delay. In case of any failure to pay within the set out time limit, the Supplier shall have the right to withhold the production for all orders/agreements at any time, without suffering any consequences of untimely delivery, and related. The Supplier may additionally charge the Customer with the already incurred costs, up to the amount of the agreement, and may demand the payment thereof. The Supplier may also





demand immediate payment in cash, or to provide another guarantee that the Supplier finds satisfactory.

Until the payment, the goods shall remain the property of the Supplier, regardless of its use. Any failure to make payment by the Customer shall give the Supplier the right to transfer to the Supplier any receivables owed by the Customer to any third party (even if the packaging is used) up to the amount of the debt.

§ 6

Any tools (dies, plates, etc.) for which the Customer has made payment shall be the property of the Customer, provided that the Customer has paid the full value thereof. The tools are stored free of charge for 18 months from the date of last production run. The supplier is not financially responsible for the tools in the event of their destruction by force majeure (fire, flood, war, etc.).

After this period, the Supplier has the right to dispose of tool, at its own expense and without notifying the Customer. The Customer may send a written request for its own tools at least 14 days before the end of the storage period. The tools shall be collected at the expense of the Customer. If the tools are not collected within 14 business days from the date of making them available (the Supplier shall send a collection readiness notification to the e-mail address indicated in the request), the Supplier shall have the right to dispose of thereof at its own expense.

§ 7

As a standard, pallets are included in the price of the goods or are payable according to the following price list (net price), below price list is valid from 21st Jun 2021:

– EUR-pallet new 1200 x 800	PLN 59,0
– EUR-pallet used 1200 x 800	PLN 31,0
– Industrial pallet 1200 x 800	PLN 17,0
– Industrial pallet 1200 x 1000	PLN 20,0
– Industrial pallet 2000 x 800	PLN 33,0
– Industrial pallet 1400 x 1000	PLN 24,0
– Industrial pallet 1600 x 800	PLN 28,0

An individual pallet price list can also be agreed with the Customer.

The Customer may return pallets of the same quality as they were delivered to him. It must be documented, e.g. by a delivery note or another equivalent document, and invoiced according to the selling price by the Supplier, and if the pallets were included in the price of the goods, according to the above price list. Pallets may be returned within a maximum of 12 months from the delivery of the goods by the Supplier.

§ 8

The period of allowed overdue payment is usually 19 days, unless the Supplier has individually agreed a different period with the Customer.

The (merchant) credit limit is set as standard at the level of PLN 60,000.0 gross, unless the Supplier has individually agreed a different limit with the Customer.

The standard rotation of goods is 60 calendar days, unless the Supplier has agreed individually a different storage period with the Customer.





SERWACH

In the event of exceeding the credit limits, overdue payments, or exceeding the storage time of packages (the so-called goods rotation), the Customer's orders are automatically blocked.

§ 9

By accepting the above GTC, the Customer agrees that the Supplier may use defective cardboard sheets with improper overprints containing, for example the name, logo or other trademark of the Customer for its own, non-commercial needs. Such a defective product will be used by the Supplier, for example for dividers, corners, protection of products on pallets, etc.

If the Customer does not consent to the above, he must send the Supplier such information in writing.

§ 10

By accepting the above GTC, the Customer agrees (Article 6 (1) (a)) for the processing of his or her personal data by the Supplier for purposes related to the performance of the service or product. If the Supplier does not consent to the processing of his/her personal data by the Supplier, he/she must clearly state this in writing.

Providing personal information is voluntary. According to the information presented below, the consent (Article 6 (1) (a)) to their processing may be withdrawn.

By accepting the above GTC, the Supplier confirms that he/she has read the Information Clause in accordance with Art. 13 sec. 1 and sec. 2 of the General Data Protection Regulation of 27 April 2016 (Regulation 2016/679/EC), referred to as GDPR. The Information Clause constitutes an attachment to the GTC.

§ 11

All of the terms and conditions shall apply, unless other arrangements or agreements are concluded. Any matters not provided herein shall be governed by the provisions of the Civil Code.

Piotr Serwach

15th Jun 2021, Goleniow

**Prezes Zarządu Komplementariusza
Serwach Sp. z o.o.**

mgr inż. Piotr Serwach

SERWACH
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SERWACH

Attachment no. 1 to GTC

INFORMATION CLAUSE

Pursuant to Art. 13 sec. 1 and sec. 2 of the General Data Protection Regulation of 27 April 2016 (Regulation 2016/679/EC), referred to as GDPR, SERWACH company informs that:

1. The joint controllers of your personal data are Piotr and Stanislaw Serwach - owners of SERWACH Sp. z o.o. Sp. k. with its headquarters in Goleniow at 1 Maszewska Street, 72-100 Goleniow.
2. Your personal data will be processed on the basis of art. 6 sec. 1 lit. b GDPR in order to conclude a contract and fulfil its conditions, sell our products and services, perform financial settlements.
3. In some situations, SERWACH company has the right to transfer your data if it is necessary for us to be able to provide our services. We will only transfer data to three groups: **persons authorized by us**, our employees and associates who must have access to the data to perform their duties, **processors** to whom we outsource this task and **other data recipients**, e.g. couriers or banks.
4. Your personal data will be kept for 5 years.
5. You have the right to access your data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing which was made on the basis of consent before its withdrawal.
6. Please be advised that your consent may be withdrawn at any time by sending an e-mail to the address biuro@serwach.com.pl.
7. You have the right to complain to the supervisory authority, which is in Poland PUODO, when you feel that the processing of your personal data violates the provisions of the General Data Protection Regulation of 27 April 2016 (Regulation 2016/679/EC) (GDPR).
8. Providing your personal data by you is a condition for concluding a contract, and the consequence of their failure to provide is the inability to conclude a contract.
9. The processing of your data for marketing purposes, including profiling, and for analytical purposes will be based on your voluntary consent.