



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, 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.

§ 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.



SERWACH

§ 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 12 months from the date of last production run. After this period, the Supplier has the right to dispose of them, 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

Any deliveries on pallets or other types of packaging, these pallets/packaging types shall be regarded as returnable. The Supplier shall keep the record of those types of packaging that are in the possession of the Supplier. Each release (delivery/collection) of these items shall be documented on the basis of stock issue confirmation documents (delivery notes) or signed/receipted by the Supplier. At the request of the Customer, the Supplier shall make available the information about the balance of such items. If the Customer does not return, within 14 business days from being notified, any requested packaging (pallets, plates, covers, etc.) or fails to indicate the date of collection not longer than 30 business days from the date of notification, the Supplier may charge the Customer an invoice in the net amount pursuant to the price list, with the same payment period as for products. The following net rates shall apply:

- | | |
|---|----------|
| – Industrial pallet 1200 x 800 mm | PLN 14,0 |
| – EURO pallet | PLN 32,0 |
| – Other in dimentions industrial pallet 1200 x 800 mm | PLN 20,0 |

§ 8

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.

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

SERWACH

Spółka z ograniczoną odpowiedzialnością Sp. k.
72-100 Goleniów, ul. Maszewska 1
NIP: 856-13-95-313
www.serwach.com.pl

5th Aug 2019, Goleniow