# **Certified translation from Polish into English**

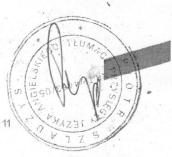


# GENERAL TERMS AND CONDITIONS OF COOPERATION WITH CUSTOMERS OF UDS S.A.

VERSION I VALID FROM 26 MARCH 2024









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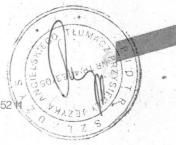


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Reservation of property rights .....











### 1. General Terms and Conditions

UDS S.A. is a manufacturer of corrugated cardboard forms used for the presentation and promotional sale of products. It offers comprehensive services in the areas of design, printing, laminating, die-cutting, assembly, storage, packaging and distribution.

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### 2. Definitions

- GTC these General Terms and Conditions of Cooperation with customers.
- Seller UDS S.A. with its registered office in Nowy Kawęczyn, Nowy Kawęczyn 32A, 96-115 Nowy Kawęczyn, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS number 0001008436, having the status of a large entrepreneur in accordance with the guidelines contained in Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014, NIP 8361781129, REGON 100175943, BDO number 000026086, share capital in the amount of PLN 1,075,000.00, paid up in full.
- Customer an entrepreneur who submitted a Request for Quotation or with whom the Seller concluded a Sales Contract or other commercial contract. The Seller does not carry out sales to consumers.
- **Product** a product manufactured by the Seller and offered for sale to the Customer.
- Goods a product received from a third party, not manufactured by the Seller.
- Request for Quotation the Customer's declaration addressed to the Seller via e-mail or traditional mail, including the necessary data for the Seller to prepare an offer, including, among others, the quantity of the Product, technical specification including material, colour, functional features and the expected date and possible place of delivery of all or part of the Product.
- Offer the Seller's statement addressed to the Customer via e-mail or traditional mail, included in the "Offer" form, in response to the Request for Quotation.
- Order the Customer's declaration addressed to the Seller via e-mail or traditional mail containing consent to the Offer previously presented by the Seller.
- Sales Contract Product sales contract and packaging/copacking contract concluded between the Customer and the Seller on the basis of the Offer.
- **Product Pattern** a production file/prototype of the Product made at the Customer's express request, with a similar or target composition of raw materials approved by the person responsible for the Customer.
- Product Defect a physical defect of the Product, consisting in damage to the entire Product
  or its parts or the lack of features or properties of the Product that result from the approved
  designs, if the existence of this defect results in a reduction of the market value of the
  Product, as well as defective packaging and quantitative discrepancy of the Product with the
  Order (excluding section 12.)
- Working day one day from Monday to Friday, excluding public holidays.







- Working time clock time on working days.
- Complaint - the Customer's declaration addressed e-mail or traditional mail containing the data required to initiate the complaint procedure, which includes, among others:
  - a) indication of the type of Product Defect with photographic material illustrating the Page | 4 reported defect and/or a short description;

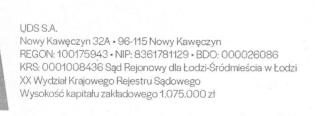
- b) pallet label(s) of the Product batch in which the Product Defect was detected;
- c) circumstances and date of detection of the Product Defect:
- d) possible claims of the Customer in the event of a positive response to the submitted complaint.
- Complaint Procedure а mandatory procedure of the Seller as a result of the Customer submitting a complaint in relation to the received Product. To the extent of the Seller's liability under the guarantee for physical defects, the regulations in the GTC apply.

### 3. Placing an order

- The Seller's contact details:
- The Seller's address: Nowy Kawęczyn 32A, 96-115 Nowy Kawęczyn
- The Seller's telephone number: +48 46 831 46 14
- The Customer may communicate with the Seller using the addresses and telephone 3.2 numbers provided in section 3.1.
- 3.3 Placing an order precedes submitting the Request for Quotation.
- 3.4 The request for quotation should include, among others, the quantity of the Product, technical specification including material, colour, functional features and possible additional services (e.g. transport, co-packing) as well as the expected date and possible place of delivery of all or part of the Product.
- 3.5 The Request for Quotation should be submitted via e-mail or traditional mail.
- Based on the Request for Quotation, the Seller prepares an Offer.
- 3.7 Based on the Offer, the Customer submits an Order.
- 3.8 The Order should be placed via e-mail or traditional mail.
- The Seller's acceptance of the Order means its acceptance for execution.
- 3.10 The Seller executes the Order based on the Technical Conditions for Order Processing, indicated in section 7 of these GTC.
- 3.11 The Seller is not obliged to correct invoices issued by the Seller in accordance with the Order.

### 4. Terms of payment

4.1 Payment terms are specified by the parties in the Offer or at the time of acceptance of the Order.







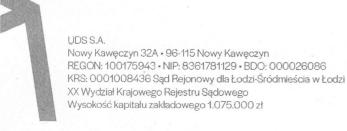




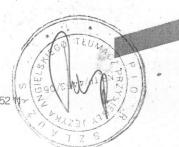
- 4.2 In the event of delayed payments by the Customer, the deadline for completing the Order will be counted from the moment of full payment.
- 4.3 In the event of the Customer's delay in payment for previously placed orders, the Seller is entitled to suspend the execution of the Order without incurring any liability until the arrears are settled.

### 5. Complaints

- 5.1 The Customer has the right to submit a complaint in the event of defects in the delivered Order.
- 5.2 The Seller reserves the right to refuse to accept a complaint in the event of a violation of the Technical Conditions of Order Processing referred to in section 7 of these GTC.
- 5.3 A complaint should include, among others:
  - a) indication of the Product defect along with photographic material showing the defect subject to complaint,
  - b) quantity of the advertised Product,
  - c) pallet label(s) identifying the advertised Product.
  - d) possible claims of the Customer in the event of a positive response to the submitted complaint.
- 5.4 If it is necessary to deliver a defective Product in order to consider the complaint, the Customer is obliged to provide the complained Products.
- 5.5 The complaint will be considered in writing within 30 days from the date of receipt of the notification. The Seller will inform the Customer about the reasons for considering the complaint at a later date.
- 5.6 The Seller may consider a complaint conditional on the provision of defective Products at the Customer's expense. If the complaint is justified, these costs will be refunded to the Customer.
- 5.7 In case of complaints regarding:
  - a) shortages or surpluses of Goods or assortment errors, complaints should be reported on the day of unloading the Product at the Customer's premises.
  - b) quality defects of the Products, complaints should be reported within 30 business days
  - c) damage caused during transport, the complaint should be submitted no later than within 24 hours from the moment the Customer receives the product, along with a note about the damage placed on the delivery documents, signed by the driver.
- 5.8 In the case of packaging, complaints are subject to the delivery of packaging in which the number of defective products exceeds 1% of the delivered batch.
- 5.9 For placed orders, unless the offer states otherwise, the following quantitative tolerance is accepted, with the invoiced quantity equal to the delivered quantity if it is within the tolerance limits of +/- 2%. Delivery of Products in quantities within the tolerance limits



UDS S.A. Biuro Handlowe
ul. Obywatelska 4 • 02-409 Warszawa
tel.: (+48 22) 533 52 10 • fax: (+48 22) 533 52
www.uds.com.pl
office@uds.com.pl







given above is deemed to comply with the Order and does not constitute grounds for a complaint.

### 6. Personal data

- 6.1 The Administrator of the personal data of the Customer and its employees/collaborators Page | 6 is UDS S.A. with its registered office in Nowy Kawęczyn, Nowy Kawęczyn 32A, 96-115 Nowy Kaweczyn, entered into the National Court Register by the District Court for Łódź -Śródmieście in Łódź, 20th Division of the National Court Register under the KRS number 0001008436, with a share capital of PLN 1,075,000.00 fully paid, with the NIP number 8361781129, with the status of a large entrepreneur according to the guidelines contained in Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014, NIP 8361781129, REGON 100175943, BDO number 000026086, e-mail address: odo@uds.com.pl
- 6.2 The Customer has the right to access the data, correct it, request its deletion, as well as the right to limit processing, object to processing personal data, and lodge a complaint with the supervisory authority if the data is processed inconsistently with legal requirements.
- 6.3 The data will be processed for the purpose of:
  - a) concluding and performing the contract concluded with the Administrator and making the necessary settlements in connection with its conclusion - for the time necessary to perform the contract, and after its completion, personal data will be processed for the time needed to demonstrate the correctness of the performance of the obligations arising therefrom until the expiry of the deadlines specified in the provisions on archiving,
  - b) performing the Administrator's statutory obligations, in particular, tax and reporting - for the time necessary to fulfil the Administrator's statutory obligations, in particular until the limitation period for tax liabilities expires,
  - c) implementation of the legally justified interest of the Administrator described below - for the time necessary to implement the legally justified interest of the Administrator, in this respect no longer than until the Customer's objection is recognised as justified by the Customer's special situation, and if the legally justified interest is direct marketing - until the Customer expresses objection,
  - in the event of voluntary and optional consent, the data will also be processed for marketing purposes consisting in providing the Customer with information about Products sold by the Administrator, promotions, price lists and other information and promotional events via messages sent to the Customer's e-mail address or telephone number and during telephone conversations with the Customer - until the consent to receive marketing messages is withdrawn.

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- 6.4 The Customer will not be subject to a decision that is based solely on automated processing, including profiling, and produces legal effects for the Customer or similarly significantly affects the Customer.
- 6.5 Providing data is voluntary, but failure to provide it will result in the inability to conclude a contract.
- 6.6 The legal basis for processing to the extent necessary to conclude and perform the contract is Art. 6 section 1 letter b of Regulation {EU} 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC {hereinafter referred to as: GDPR} and art. 6 section 1 letter c GDPR to the extent necessary for the Administrator to perform its statutory obligations.
- 6.7 The basis for data processing is also Art. 6 section 1 letter f GDPR, i.e. the legitimate interest of the Administrator consisting in ensuring the necessary settlements in connection with the concluded contract, pursuing claims, direct marketing and building relationships and image.
- 6.8 To the extent that data is processed on the basis of separate consent, the Customer has the right to withdraw consent at any time. However, this will not affect the lawfulness of data processing carried out before its withdrawal.
- 6.9 The recipients of the Customer's personal data may be:
  - a) Entities operating accounting programmes,
  - b) Entities operating warehouse and sales programmes,
  - c) Entities handling logistics and transport activities.
- 6.10 The Administrator does not plan to transfer the Customer's personal data to recipients outside the EEA, i.e. to third countries.
- 6.11 The Customer has two types of rights to object to the processing of personal data if the Administrator processes the Customer's personal data:
  - a) based on legitimate interests, the Customer may raise an objection for reasons related to a particular situation;
  - b) for direct marketing purposes, the Customer may raise objections in any case.

### 7. Technical conditions for order execution

### 7.1 Guidelines for product designs

- 7.1.1 Files in PDF, AI (Adobe Illustrator any version) format.
- 7.1.2 and fonts are included in each file converted into curves.
- 7.1.3 The file should be prepared at a scale of 1:1, in the CMYK colour space plus additional PANTONE colours or other special colours.
- 7.1.4 The file should include the outline of the die according to the guidelines:
  - a) die colour defined as an additional special colour (SPOT);
  - b) using die colour names provided by the Seller;



UDS S.A.
Nowy Kawęczyn 32A • 96-115 Nowy Kawęczyn
REGON: 100175943 • NIP: 8361781129 • BDO: 000026086
KRS: 0001008436 Sąd Rejonowy dla Łodzi-Śródmieścia w Łodzi
XX Wydział Krajowego Rejestru Sądowego
Wysokość kapitału zakładowego 1.075.000 zł

UDS S.A. Biuro Handlowe ul. Obywatelska 4 • 02-409 Warszawa tel.: (+48 22) 533 52 10 • fax: (+48 22) 533 52 11 www.uds.com.pl office@uds.com.pl





- c) all die elements with the print attribute (OVERPRINT);
- d) die placed on the graphic (scale 1:1) at the cutting point.
- Refinements (hot stamping, varnish, glitter, etc.) delivered together with the graphics (in one file) as a special colour (spot colour ) with the overprint option enabled, without the MULTIPLY function

7.1.6 Colour acceptance takes place by providing a colour pattern (all or part on a 1:1 scale) or accepting a PROOF prepared by the Seller.

7.1.7 White graphic elements must have the KNOCKOUT attribute (selection). Otherwise, they will not be printed on the sheet.

### 7.2 **Guidelines for offset printing**

- 7.2.1 Graphics prepared on a scale of 1:1
- 7.2.2 Raster graphics in 300 dpi resolution.
- The sum of the paint coverage (TAC/TIL) cannot exceed 320%. 7.2.3
- 7.2.4 Minimum bleed of 5 mm (do not mask graphic elements along the die line).
- 7.2.5 Important text or graphic elements should be placed at a distance of not less than 5 mm from the cutting lines, creasing lines and lines marking invisible places.

### **Guidelines for digital printing** 7.3

- Graphics prepared on a scale of 1:1 7.3.1
- Raster graphics resolution: recommended 300 dpi, minimum 200 dpi. 7.3.2
- 7.3.3 Minimum bleed of 10 mm (graphic elements should not be masked along the die).
- Important text or graphic elements should be placed at a distance of not less than 5 7.3.4 mm from the cutting lines, creasing lines and lines marking invisible places. Recommended distance 10 mm.
- 7.3.5 The minimum size of writing printed in one colour is 8 pt.
- 7.3.6 The minimum size of writing printed in more than 1 colour is 10 pt.
- The minimum letter grade for printed letters is 16 pt. 7.3.7
- 7.3.8 The smallest allowable line thickness is 0.2 pt.
- 7.3.9 Contrary lines should be no less than 1 pt thick.
- 7.3.10 Minimum barcode width 37 mm, measured from the left edge of the first bar to the right edge of the last bar.
- 7.3.11 The barcode is only in black and ranges from 100K to 80K.
- 7.3.12 Files that do not meet the above requirements may be printed with the Customer's consent, but the Seller is not responsible for the quality of the Product.
- 7.3.13 To properly approve production files prepared by the Seller, it is required to use Adobe Acrobat PRO software with the print preview option enabled. The Seller is not responsible for using software other than that mentioned in the previous sentence.
- 7.3.14 Files received from the Customer are stored for 36 months from the graphics' acceptance date.







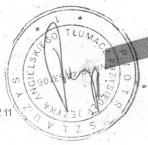
7.3.15 The Seller's production files are stored for 36 months from the date of acceptance of the graphics.

### 7.4 Guidelines for printing

.4.1 In the printing process, the Seller is guided by the rules of printing art, including the ISO 12647-2 standard. Deviations from the ISO 12647-2 standard will only be accepted at the express request of the Customer.

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- 7.4.2 For the Pantone pattern, we use a printing standard consistent with the digital pattern saved in a certified spectrophotometer for colour printing. The pattern sent by the Customer may be a template for the prescription of special colours from outside the Pantone catalogue, taking into account the time needed to select the colour recipe by the paint supplier. Regarding CMYK colours, the Customer's pattern may be illustrative, but it does not constitute a colour pattern in this case, the ISO 12647-2 standard applies.
- 7.4.3 In the case of GD wastepaper cartons, it should be taken into account that colour deviations are caused by a different shade of white of the sheets in each batch of cardboard.
- 7.4.4 The Seller is not responsible for colour discrepancies caused by differences in the quality and/or colour of the coating of the raw material. Therefore, in the case of the first implementation, it is recommended that the colour of the print be accepted on the printing machine. The Customer may supervise the production process only after the Seller's agreement and acceptance. The Customer's acceptance may not suspend or impede the production process and operations of the Seller's enterprise, and the date of acceptance must be agreed between the Seller and the Customer in advance.
- 7.4.5 The Seller has the right to charge the Customer for unjustified suspension or delay in production according to the actual costs.
- 7.4.6 If the Customer participates in the acceptance process, the deadline for completing the Order is extended by the waiting period for the Customer's acceptance.
- 7.4.7 The Seller is not responsible for accepted graphic files.







### 8. Guidelines for cutting/die cutting and glueing

8.1 Detailed guidelines are included in the Annex entitled: Quality Requirements for Corrugated Cardboard Products.

9. Packing

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- 9.1 The Seller selects the packaging method according to the specific nature of the Product and the shipping method, taking into account the weight of the Products. The shipping method is specified in the Offer or the Order.
- 9.2 The cost of packaging is included in the Product price and is non-refundable (except for pallets).
- 9.3 The Seller is responsible for the method and quality of packaging and labelling of the Product and for the destruction of the Product during transport, loading and unloading, resulting from inadequate packaging and protection, except for situations where the Customer indicated the method of packaging or labelling of the Product.
- 9.4 The Seller is not responsible for the destruction of the Product during transport, loading, unloading, if the Product was unpacked, repacked, etc., by an entity other than the Seller.
- 9.5 Unless the presented Offer or Order provides otherwise, the wooden pallets on which the product is delivered are the property of the Seller. The Customer is obliged to return the pallets within 30 days from the date of issue or delivery of the Product.
- 9.6 The Customer is obliged to return the pallets in undeteriorated condition. The Customer is responsible for any damage or deterioration of the pallets.
- 9.7 If the pallets are not returned within the agreed period, the Customer will be charged their market value in accordance with the applicable price list for wooden pallets. The Seller will issue an invoice for the number of pallets not returned on time. The payment deadline for wooden pallets is 14 days from the date of delivery of the invoice to the customer by the Seller.

### 10. Storage/warehousing

### 10.1 Storage/warehousing of the Customer's goods intended for packaging/co-packing

- 10.1.1 Goods delivered to the Seller cannot be delivered on damaged/broken/unusable pallets.
- 10.1.2 Goods cannot protrude beyond the pallet.
- 10.1.3 The pallet label must be placed in a visible place.
- 10.1.4 Unless the provisions of the Order or Offer provide otherwise, the Goods will be delivered to the Seller on returnable EURO pallets 1200x800 mm.
- 10.1.5 The delivery of the Goods, detailing their quantity, will be notified to the Seller's company no later than 48 hours before delivery to prepare appropriate storage space.







- 10.1.6 The goods will be delivered in packaging that protects them against weather conditions, particularly moisture.
- 10.1.7 The Seller is not liable for loss, deficit or damage to Goods stored in the Seller's warehouses if they are caused by action or omission by the Customer or third parties used to complete the Order. In particular, the Seller shall not be liable for any damage resulting from the loss, deficit or damage of the Goods in cases where:

- a) the damage is a consequence of force majeure or is caused by reasons attributable to the Customer and/or third parties related to the Customer and/or acting on its behalf and/or its contractors,
- b) are natural loss or damage resulting from loss of mass or weight, hidden or internal defect, natural deterioration of the product not caused by any action on the part of the Seller,
- c) the damage is the result of insufficient, damaged or improper packaging,
- d) shortages and damage to the Goods already existed in the originally packed and intact collective packaging, provided that immediately after opening the collective packaging and finding any shortages or damage, the Seller will inform the Customer in writing or via e-mail to the e-mail address provided by the Customer, providing details, and the damage is not the result of the Seller's culpable action or omission,
- e) damage resulting from incorrect marking of the Goods by the Customer or from the Customer's instructions regarding marking.
- 10.1.8 In the case of the first delivery of Goods to the Seller's warehouse, the Customer is obliged to provide the Seller, along with the notification, with all logistics data of the products, such as packaging structure, storage conditions, indexes and trade names of the products, as well as additional information necessary for the proper provision of services.
- 10.1.9 The Seller does not calculate the quantity of the Customer's products when accepting the Goods into the warehouse. Any shortages and damages may only be revealed during the packaging service.
- 10.1.10 After completing the co-packing/packaging service of the Goods, the Customer is obliged to collect the Goods remaining after the above-mentioned service (surpluses, leftovers) within 3 business days from the end of the co-packing/packaging service.
- 10.1.11 In the event of a delay in the receipt of the Goods by the Customer, the Seller is entitled to charge a storage fee in the amount specified per pallet/day in accordance with the applicable price list. In this respect, the Customer is obliged to pay the storage fee within 7 days from the date of receipt of the VAT invoice from the Seller.
- 10.1.12 Notwithstanding the foregoing, in the event of a delay in receipt of the Goods by the Customer for more than 14 days, the Seller shall have the right to dispose of the Goods without further notice to the Customer or without the Customer's prior consent.







- 10.1.13 The Seller is entitled to charge additional storage fees in the amount specified per pallet/day in accordance with the applicable price list if the Customer delivers the Goods before the agreed date.
- 10.2 Storage/warehousing of the Seller's products that have not been collected by the Customer within the agreed date

- 10.2.1 If the Customer, in accordance with the content of the Offer or Order, is obliged to collect the Products from the Seller's warehouse, this collection will take place no later than 3 business days from informing the Customer about the execution of the Order and the possibility of collecting the Products by the Customer.
- In the event of a delay in receipt of the Product by the Customer, the Seller is entitled to charge a storage fee in the amount specified per pallet/day in accordance with the applicable price list. The Customer is obliged to pay the storage fee within 7 days from the date of receipt of the VAT invoice from the Seller in this respect.
- 10.2.3 Notwithstanding the above, in the event of a delay in receipt of the Product by the Customer for more than 14 days, the Seller has the right to dispose of the Product without additional notice to the Customer or without the Customer's prior consent. This does not release the Customer from the obligation to pay for the Order in accordance with the content of the Offer/Order.

# 10.3 Storage/warehousing of the Seller's products after leaving the Seller's warehouse

- 10.3.1 The Seller is not liable for the loss of usefulness of the Products if they are stored in a manner inconsistent with the following requirements.
- 10.3.2 In order to ensure and maintain the properties and assumed technological parameters of Products made of cardboard and corrugated board, they should be stored in accordance with the following requirements:
  - a) Temperature range: +10° C to +35° C
  - b) Humidity range: 40% to 60%
- 10.3.3 Products should be protected against the influence of factors, including atmospheric factors, that may cause the Product to get wet or excessively dry. Air that is too dry or humid leads to changes in the material's properties.
- 10.3.4 It is prohibited to expose the Products to sunlight and place them near heating, cooling and humidification devices.
- 10.3.5 Products should be stored to protect them against moisture, getting wet, stained, dirty and damaged.
- 10.3.6 The shelf life of Products stored in accordance with these GTCs is 6 months.
- 10.3.7 It is forbidden to "stack" pallets with the Product, as this may damage the Product on the lower pallet.











- 10.3.8 Be careful when removing protection from the pallet (foil, corners), especially when using sharp tools, e.g. knives, so as not to damage the Product.
- 10.3.9 After using some of the Products, the remaining Products on the pallet should be secured in a manner analogous to that used by the Seller (corners, foil).
- 10.3.10 Pallets should not be unpacked before the packaging reaches the temperature of the production hall. Otherwise, the absorption of water vapour by the cardboard will be very accelerated due to exceeding the "dew point" inside its structure.

10.3.11 You must keep all Product or pallet identification documents, i.e. labels, until the Product or all Products from a given pallet are used up.

### 11. Transport

### 11.1 General information

- 11.1.1 The Customer may use the transport service offered by the Seller or provide its own transport. The method of collection and transport of the Seller's Products to the Customer is specified in the Order or the Offer.
- 11.1.2 The Seller is not liable for the destruction of the Product during transport or unloading if the transport or unloading was carried out by an entity other than the Seller or on behalf of an entity other than the Seller.
- 11.1.3 Factors that may disqualify the Seller from collecting the Goods from the Customer's warehouse include:
  - a) mechanical damage (e.g. tears, punctures)
  - b) getting wet (e.g. visible getting wet or delaminating as a result of previous)
  - c) dirt (e.g. oil stains)
  - d) crushing the wave.
- 11.1.4 To secure the Products packaged at the Seller's, all cars are sealed after loading by the Seller's employee.

### 11.2 Collection of products by the Customer from the Seller's warehouse

- 11.2.1 Loading of the Seller's Products in the Seller's warehouse is carried out 7 days a week, 24 hours a day, excluding public holidays, after prior mandatory receipt notification. The pickup notification must occur no later than 24 hours before the planned pickup date and must be confirmed by the Seller.
- 11.2.2 Place of loading/collection: UDS S.A., Nowy Kawęczyn 32A, 96-115 Nowy Kawęczyn
- 11.2.3 Distribution in the side-ramp system.
- 11.2.4 The load box/semi-trailer cannot be damaged, must be clean and should not contain dirt, other Products or unnecessary objects, foreign odours, glass, knives, pests and traces of their existence, moisture, etc. If the load box does not meet the hygiene and temperature requirements, The Seller may refuse to load the Products until the driver brings the car to the required condition.









If the Customer's load box/trailer does not have a hardened floor and/or the Customer 11.2.5 does not wish the Products to be loaded with a trolley, it is obliged to record such information in the notification. In such a case, UDS reserves the right to charge the Customer an additional cost of special loading, in accordance with the Seller's current price list.

11.2.6 If the Customer collects the Products from the Seller's warehouse, the product release is considered to be the moment of loading the Products onto the Customer's car/trailer or a carrier acting on behalf of the Customer.

If the Customer transports the Products outside the territory of the Republic of Poland, 11.2.7 the Customer is obliged to provide the Seller with a CMR document with the stamp and signature of the recipient from outside the territory of the Republic of Poland and a statement using the Seller's "Delivery Confirmation" template - no later than 3 days from the date of receipt of the Products from the Seller's warehouse. Failure to deliver the above-mentioned documents by the Customer within the required deadline results in the Seller issuing an invoice for the Products using the basic VAT rate.

## Transport of products by the Seller and collection of products by the Customer at the Customer's warehouse

- 11.3.1 The Products are delivered to the address indicated by the Customer within the time agreed upon by the parties. Unless otherwise specified in the Offer or Order, the place of delivery is the Seller's registered office.
- 11.3.2 Deliveries of Products are made by the Seller every day on business days from Monday to Friday, excluding public holidays. Deliveries outside the indicated dates are possible after agreement and confirmation of the above by the Seller and the Customer.
- The Seller is obliged to notify deliveries no later than 24 hours before the planned 11.3.3 delivery date.
- 11.3.4 The Customer (or the Customer's warehouse) is obliged to immediately confirm the notification (planned delivery date), but no later than 2 hours after sending the notification by the Seller.
- 11.3.5 If it is impossible to accept the delivery within the time specified in the notification by the Seller, the Customer (or the Customer's warehouse) is obliged to immediately inform the Seller about this, but no later than within 2 hours of the notification. If there is no information about the impossibility of accepting the delivery within the time specified in the notification by the Seller or the lack of any response to the notification made by the Seller, the notification is considered confirmed.
- The Customer (or the Customer's warehouse) has no right to refuse to unload the 11.3.6 Products within the time specified in the confirmed notification. In the event of refusal to unload the Products within the time specified in the confirmed notification, the Customer is obliged to cover the costs of driver downtime per the applicable price list for each commenced hour of delay in unloading the Products.

UDS S.A. Biuro Handlowe

www.uds.com.pl

office@uds.com.pl







- 11.3.7 The unloading of the Products in the warehouse indicated by the Customer is carried out by the Customer's staff. The Seller is not liable for the destruction of the Product during transport or unloading, if the transport or unloading was carried out by an entity other than the Seller or on behalf of an entity other than the Seller.
- 11.3.8 Deliveries of Products by the Seller comply with the following principles:

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- a) Type of service: Distribution in the side-ramp system (exceptions agreed individually);
- b) Any installation (refrigerated, isothermal, tandem);
- c) The cargo space is dry, tight, odour-free;
- d) Transport temperature: ambient.
- 11.3.9 In the case of delivery of the Products by the Seller and collection of the Products by the Customer at the Customer's warehouse, the moment of unloading the Products from the Seller's car/trailer is considered to be the moment of Product release.
- 11.3.10 All risks related to loss or damage to the Product pass to the Customer upon product delivery.
- 11.3.11 The Products are deemed to have been received without reservations if the Customer does not notify the Seller of any irregularities in the quality or quantity of the Products within 7 days from the date of delivery of the Products.
- 11.3.12 In cases justified by technological or random reasons (resulting from circumstances beyond the Seller's control, e.g., strikes, riots, war, flood, hurricane, fire, lack of electricity supply lasting longer than 6 hours, serious machinery failure, lack of raw materials, import and communication restrictions) the deadline for completing the Order may exceed the deadline agreed in the Offer or Order. In such a case, the delay in the execution of the Order does not constitute the basis for pursuing any claims for damages or contractual penalties from the Seller.
- 11.3.13 In each case, the Seller's liability is limited to the amount constituting 100% of the value of the Order.
- 11.3.14 The Seller is not liable under the guarantee for the Product if it was made in accordance with the design or technological documentation provided by the Customer. The guarantee period is 6 months.
- 11.3.15 The delivery of a Product in which the number of defective Products does not exceed 0.5% of the delivered Order is not subject to complaint.

### 12. Packaging services (co-packing)

- 12.1 The Seller provides packaging/co-packing services for the Customer's Goods onto racks manufactured by the Seller or onto racks provided by the Customer.
- 12.2 If the packaging/co-packing services of the Customer's Goods are performed on racks manufactured by the Seller, the Customer is obliged to provide specifications of the Goods that are to be subject to the above service (in particular, the weight, size of the







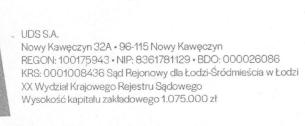


Goods, and arrangement of the Goods on the rack), before the Seller submits an offer for the production of the racks.

12.3 Within the deadline set by the Seller, the Customer is obliged to deliver a set of the Customer's Goods, which are to be subject to the packaging/co-packing service necessary to stock one signal stand and carry out transport tests.

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- 12.4 In the absence of other arrangements between the Customer and the Seller, the Customer is obliged to deliver all the Customer's Goods that are subject to the packaging/co-packing service no later than 2 business days before the date of commencement of the Goods packaging/co-packing service and no earlier than the agreed date between the Customer and the Seller.
- 12.5 The Customer is obliged to provide the labels for the stocked racks and the shipment schedule along with the list of delivery locations to the Seller no later than 3 business days before the planned date of launching the co-packing service.
- 12.6 The cost of delivery of the Customer's Goods that are subject to the packaging/co-packing service is covered by the Customer unless the contract with the Customer provides otherwise.
- 12.7 The Seller is not liable for damage to the stands delivered by the Customer if the damage to the stands (including trays, packaging or other elements of the stand) occurred due to the inability of the stands (including construction, manufacturing technology and materials used) to accommodate the Goods on the stand and their specifications.
- 12.8 The Seller is not liable for damage to the stands or Goods during their transport to the Seller.
- 12.9 The Seller has the right to charge additional costs in the event of discrepancies in the delivery of the Customer's products and if it is not possible to start the packaging service in accordance with the production plan due to the Customer's fault.
- 12.10 Each time, the Seller will provide the Customer with the required surplus of goods for co-packaging. If the Customer does not deliver the surplus of Goods previously determined by UDS, the Customer bears the risk of failure to complete the full co-packing Order within the declared deadline.
- 12.11 Quantitative limits are allowed for losses of the Customer's Goods incurred during the packaging service. Permissible losses amount to a maximum of as many Goods as the Customer delivered as the surplus required by the Seller. If the given limit is exceeded, the Seller, at the Customer's request, will refund the Customer the equivalent of the cost of manufacturing the damaged Goods.
- 12.12 The condition for starting the co-packing service is the Customer's acceptance of the signal. The acceptance must be made at least 24 hours before the co-packing service's planned date. Acceptance may be made at the Seller's office or on the basis of photos sent by the Seller.









### 13. Final provisions

- Contracts concluded with the Seller are concluded in Polish and according to Polish law. 13.1
- In the event of a possible dispute with the Customer, the competent court will be the 13.2 court competent for the Seller's registered office.
- The Seller reserves the right to make changes to the GTC for important reasons, i.e. Page | 17 13.3 changes in legal provisions, changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these GTCs. A new version of the General Terms and Conditions will be posted each time on the Seller's website. The new version of the General Terms and Conditions does not affect the content of contracts concluded on the basis of the General Terms and Conditions in force on the date of conclusion of the Sales Contract.
- The Annex to these GTCs also includes the Quality Requirements for Corrugated 13.4 Cardboard Products, constituting an integral part of these GTCs.
- In matters not regulated in these GTCs, the concluded Sales Contracts and/or Offer or 13.5 generally applicable provisions of Polish law, particularly the Civil Code, shall apply.
- The Seller has the right to transfer the rights and obligations under the Order to a bank, 13.6 receivables insurer and/or factor with which the Seller has concluded applicable contracts.

### 14. Reservation of property rights

- The delivered Product remains the property of the Seller until the price is paid 14.1 in the manner specified in point 4.
- Reservation of ownership rights in the Seller's favour does not exclude the Customer's 14.2 rights to use, modify and sell the delivered Product as part of its commercial activities. However, the Customer may not use such a Product as any security or pledge it.
- The Seller's property rights do not expire if the delivered Product is used as packaging 14.3 or is processed as packaging material. The Seller will remain the owner or co-owner of the new Product in the same relationship as the accounting value of the Product delivered by it or the processed packaging.
- Due to the reservation of ownership, if the Customer fails to pay the price, it shall 14.4 transfer to the Seller all receivables it is entitled to from other entities, regardless of the reason - up to the amount of the debt.
- However, if the value of the future security exceeds the value of the Seller's secured 14.5 receivables by 10%, the Seller may, at its discretion, release the Seller from the obligations described above at the express request of the Customer.

I, the undersigned, Piotr Szlaużys, a sworn translator of English and Polish since 2001, appointed by the Polish Ministry of Justice and registered in the Sworn Translators Official Register No. TP/4453/05, hereby certify that the foregoing English text is a true and faithful translation of the document submitted to me. Augustów, Poland, 23 April 2024. Repertory No. 846/24.

