

General terms and conditions of sale and delivery

Set of rules for distribution and supply of our products
from **01 January 2020**

These General Terms and Conditions of Sale and Delivery, hereinafter referred to as GTCSD, regulate the principles of sale and order execution. Acceptance of GTCSD by the Purchaser at the time of placing the first order shall be deemed their acceptance for all other orders, deliveries and sales agreements, until the time their content is changed. GTCSD constitute an integral part of each order, and the Seller shall make available to the Purchaser the current content of GTCSD also in writing at the registered office of the Seller, as well as in the electronic form on its website www.opackserwis.pl

Definitions

Seller - OPAK SERWIS Sp. z o.o. with its registered office in Zielona Góra, post code 65-133, at 20A Błotna Street, Poland, Tax Identification Number 0731058042, entered in the National Court Register kept by the District Court in Zielona Góra VIII Economic Division of the National Court Register under KRS number 0000728046, represented by:

Ewa Leciej - President of the Board, Jarosław Leciej - Member of the Board.

The Buyer - a natural person running business or a legal person or organizational unit without legal personality, being the other party to the sale agreement.

The Buyer remaining in permanent business relations with the Seller - the Buyer status, which he acquires upon application after prior completion of 3 sales agreements with the Seller, having the right to purchase with deferred payment.

Parties - Seller and Buyer.

Goods - objects offered by the Seller and also being the subject of the commercial transaction between the Parties.

Order - an offer addressed to the Seller by the Purchaser to purchase goods on the terms and in the form specified in these GTCSD.

Order Confirmation - the Seller's statement containing the response to the order, defining the final commercial terms of the transaction.

Agreement - an agreement for the sale of goods and/or provision of services concluded between the Seller and the Purchaser, whereby the specific commercial terms and conditions shall be defined each time in the Order Confirmation, and these GTCSD provisions shall be binding subsequently;

Force Majeure - an external event beyond the control of the parties to the legal relationship, the occurrence of which the party affected by the force majeure could not have reasonably foreseen and which it could not have prevented, and which makes it permanently or temporarily impossible for that party to perform its rights or obligations, in particular under the legal relationship in question such as, in particular, weather conditions, road traffic problems or problems with a production machine. (events related to acts of nature - e.g. floods, large-scale fires, volcanic eruptions, earthquakes or epidemics, connected with unusual behaviours of the community - riots, general strikes or armed actions or with actions of state authorities - import and export bans, border and port blockades, but also e.g. borders and ports, but also, for example, expropriation).

Packaging - a form of securing goods, which, depending on the order, takes the form of a pallet, divider, cardboard box, sheet, corner, stretch foil, plastic bag, metal basket, octabins, crates.

OPACK contact details

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General terms and conditions of cooperation

(1) Commercial relations between the parties shall be formed exclusively on the basis of these GTCSD and documents indicated in their content.

(2) For the purpose of interpretation of the contract concluded between the Parties, the Parties shall establish a hierarchy of documents constituting the contractual relationship between them, in such a way that the priority is given to arrangements contained in an individual Order Confirmation of the Seller, and then to conditions specified in these GTCSD.

(3) the GTCSD shall apply to all contracts the subject of which is effective purchase of Goods ordered by the Purchaser, including also all activities preceding conclusion of such contracts and/or provision of services.

(4) The GTCSD shall be valid throughout the duration of the delivery contract, including also any activities preceding the conclusion of such contracts and/or provision of services.

(5) If the Purchaser's order contains a provision which is inconsistent with or excludes any of the provisions of GTCSD, this provision shall be invalid, and in such a case the most similar provision of the regulation contained in GTCSD shall be applied in its place.

(6) If it is necessary to apply a template of the Purchaser's agreement to a given Order, the provisions contained therein shall be applicable only if the Seller consents to them and if they are not contrary to these GTCSD.

Information materials

Labels on goods as well as promotional and advertising materials (both in printed and digital form) do not constitute an offer within the meaning of the Civil Code and other relevant legal regulations and do not present the technical specification of the Goods and current stock levels.

Contract conclusion procedure

- 1) The offer addressed to the Purchaser shall be prepared on the basis of and in accordance with the following provisions of GTCSD.
- 2) Unless the Seller has stipulated otherwise, the price offer, as a rule, is valid for 30 days from the date of its effective submission to the Buyer by the Seller.
- 3) The price offer proposed by the Seller does not include the cost of transport (conditions EX Works Zielona Góra or another warehouse of the Seller indicated in the e-mail), as well as certificates, attestations, tests and packaging of goods, possibly required by the Buyer, which will be charged additionally.
- 4) The procedure for the conclusion of the contract is to submit a written Order by the Buyer and then its confirmation by the Seller in the form of a written Order Confirmation.
- 5) The Buyer submits the Order through:
 - a) electronic correspondence to the following e-mail addresses: j.leciej@opackserwis.pl, kontakt@opackserwis.pl, biuro@opackserwis.pl, sprzedarz@opackserwis.pl,
 - b) directly to the Seller's representatives.
- 6) Placing an Order means that the Purchaser has acknowledged and accepts the terms and conditions of the GTCSD.
- 7) An Order placed by the Purchaser shall consist of the following elements:
 - a) symbol of the ordered product,
 - b) colour,
 - c) quantity,
 - d) way of collecting the goods (at the Seller's premises or through a transport company)
 - e) full details of the Purchaser (registered office address, delivery address, full company name in accordance with the entry in the National Court Register (*KRS) or CEiDG, details for correspondence, including fax, e-mail).
 - f) a copy of a current extract from the Register of Entrepreneurs of the National Court Register or from the Central Register and Information on Business Activity (*CEiDG).
- 8) In the event of changes to the data of the Purchaser, such as company name, address, data of partners and persons representing the company and having the powers to submit statements in relation to the company, the Purchaser undertakes to immediately, no later than within 5 days of the change, notify the Seller in a manner prescribed for the submission of orders.

- 9) The obligation arising from the content of point V, subpoint 8, letter f of GTCSD shall not apply to orders submitted by Purchasers who remain with the Seller in permanent commercial relations.
- 10) The order submitted by the Purchaser shall not be binding for the Seller, and in the absence of the Seller's response to the submitted order, the possibility of tacit acceptance of the order shall be excluded.
- 11) The Seller's statement containing acceptance of the Order shall be sent to the Purchaser in the form provided for in point V sub-point 5 letters a-c of the GTCSD within 3 working days from the date of receipt of duly submitted Order and payment of the advance payment by the Purchaser.
- 12) A correctly submitted Order shall be understood as an Order supplemented with all information and documents, in particular those specified in point V subpoint 13, which will be requested by the Seller in the course of concluding the agreement.
- 13) Written Confirmation of Order shall consist of the following elements:
 - (a) the product name, the product symbol and its additional technical characteristics;
 - (b) colour
 - (c) quantity;
 - (d) net unit price
 - (e) payment deadline and method of payment
 - (f) date and place of collection of the goods
 - (g) the method of collecting the goods;
 - (h) the method of packing
 - (i) the number of pallets and their dimensions;
 - (j) the cost of any additional preparation of the goods for dispatch and the price of packing
 - k) the cost of transport in the event of an order for delivery of goods by the Purchaser;
 - l) the order execution date, indicating the number of the week in a calendar year.
- 14) The Seller shall consider an Order Confirmation as binding on the Seller, including data differing from those contained in a previous Order of the Purchaser, if the Purchaser does not object to its content within 3 working days from dispatch.

- 15) The deadline for the implementation of the order results from the content of the Order Confirmation.
- 16) In the case of a delay in the execution of an order beyond the Seller's control, the order deadline shall be extended by the time of removal of the obstacle preventing the Seller from timely execution of the order. In the case of a delay in the execution of an order, the Seller shall immediately inform the Purchaser about the reason for the delay and a new order execution date.
- 17) The Seller reserves the right to cancel an order at any time, without giving reasons. The Purchaser shall not be entitled to any compensation claims.
- 18) Orders shall be executed in quantities constituting a multiple of packages.
- 19) The Seller reserves the right to refuse to accept an order without giving any reason, while any claims of the Purchaser on this account shall be excluded.

Payment terms

(A) SALES DOCUMENT

- 1) Every sale shall be documented by a VAT Invoice.
- 2) The Purchaser authorises the Seller to issue a VAT invoice without the signature of the Purchaser.
- 3) The Purchaser shall pay for the goods and/or services, the price indicated in the VAT invoice.
- 4) The Purchaser shall bear the costs of all taxes, duties and other charges which he is obliged to pay upon receipt of delivery, unless the Seller has undertaken in writing to assume such costs.
- 5) Unless the Parties agree otherwise, the cost of pallets or additional packaging shall be included in the invoice.
- 6) In the case of delivery of preforms, the Seller will charge a deposit for the cost of metal baskets in which the preforms are delivered. The baskets remain the property of the seller. The cost of the basket, and thus the amount of the deposit, is 490.00 PLN (125.00 EUR) plus applicable VAT. The return of the basket shall take place, at the expense of the Purchaser, within 30 days after delivery of the order. The deposit for the basket will then be refunded to the Buyer on the basis of an adjustment invoice. If the basket is returned more than 30 days after receipt of the goods, the purchaser may return the basket at 50% of the deposit only on a resale basis.

- 7) All transport costs shall be borne by the Purchaser.

B) PAYMENTS

- 1) After placing an order, the Purchaser shall be obliged to pay the pro forma invoice issued by the Seller.
- 2) The date of execution of the Purchaser's financial obligations shall be the date of crediting the Seller's bank account.
- 3) In the case of prepayment, the date of commencement of the Seller's order shall be the date of receipt of prepayment to the Seller's bank account.
- 4) In case of refusal of prepayment by the Purchaser, the Seller shall have the right to withdraw from the agreement and claim compensation on general terms up to the amount of damage actually suffered, including damage due to lost profits.
- 5) After completion of three orders, the Purchaser may request deferment of the payment deadline for orders placed by him, after providing financial documents to be indicated by the Seller (e.g. profit and loss balance for the current period and/or the previous year or a report, bank opinion, etc.). Upon receiving the status of the Purchaser being in permanent business relations with the Seller, the Purchaser shall be exempt from the obligation to make advance payments when placing an order.
- 6) By placing an order, the Purchaser confirms his ability to pay and credit.
- 7) Payments made by the Purchaser may be counted by the Seller towards the earliest invoices due.
- 8) 8th If the price rates have been determined in a currency other than Polish zloty (PLN), the price on the invoice is the Polish equivalent of the currency rate according to the average exchange rate for that currency announced by the National Bank of Poland on the day preceding the date of invoice.
- 9) If the content of the parties' arrangements does not indicate whether the rates or prices are net or gross, it is assumed that they are net rates, to which the tax on goods and services will be added at rates in force at that time (VAT in particular).

C) CHANGES OF PRICES

In the event that, after prices have been agreed or an order has been placed, the following changes occur, in the form of:

- increase in production costs, such as raw material (increase by more than 5% according to Platts indexation), energy, - increase in production cycle time,

- a reduction in mould or machine output,

- introduction or change in the amount of any import duty or any other duty related to intra-Community acquisition of goods, tax or any other public and legal charge, - change in the exchange rate,

The Seller reserves the right to unilaterally adjust the price included in the offer or in the agreement concluded between the Parties accordingly to the change that has occurred, even if this possibility has not been included in the agreement between the Parties.

D) ADDITIONAL COSTS

- 1) The samples of colours, materials and assortment, which the Seller does not have in stock, made on behalf of the Purchaser, are chargeable. The cost of the sample is determined each time at the Purchaser's request. If the Purchaser decides to purchase a given product, the Seller shall charge a discount up to the amount of the costs incurred for the aforementioned sample. If several samples are ordered, the discount is granted for the sample whose final product is the subject of the order.
- 2) The colour conformity and its acceptance is made on the basis of the thread colour of the given package.

Seller's rights. Contractual penalties

A) COLLECTION OF GOODS

- 1) If the Purchaser fails, for reasons not attributable to the Seller, to collect the goods at the agreed time, the Purchaser is obliged to pay the price and other charges indicated in the VAT invoice, including, inter alia, all public charges and transport, storage and packaging, as if the release of goods was in accordance with the order.
- 2) Failure to collect the goods after 3 days from the agreed date of collection will result in additional charges for storage at the Seller's company in the amount of PLN 10.00 (EUR 2.50) per pallet for each day started.

B) PAYMENT OF RECEIVABLES

- 1) In the event that payment of an invoice is not made on time and after expiry of the time limit for providing certain guarantees or payment securities, the Seller shall have the right to:

(a) to withdraw from the contract without prior addressing any additional requests to the Purchaser.

- b) store the Goods in any place at the risk and expense of the Purchaser,
- c) suspend the execution of the Order until the outstanding payments are paid, which shall result in extending the time for delivery or performance accordingly,
- d) unilaterally make all receivables resulting from VAT invoices issued to the Purchaser immediately due,
- e) charge interest for delay at the current statutory interest rate for delay in payment, issuing and sending an interest note to the Purchaser,
- f) impose a contractual penalty of 50% (fifty percent) of the gross price resulting from the VAT invoice.

The application of one of the above-mentioned rights does not exclude the application of the others.

- 2) Where there is court enforcement or bankruptcy proceedings against the Purchaser, or the Seller has doubts as to the Purchaser's ability to pay, the Seller has the right to:

(a) immediately demand payment of all amounts due regardless of their due dates;

(b) hold all deliveries not yet made and suspend further deliveries until prepayment for the whole of the goods/services ordered/purchased has been received.

Packaging, storage conditions and shelf life

- 1) Unless the parties agree otherwise, the standard way of packing provides for placing the Goods on cardboard dividers (also called trays), on chargeable pallets, all wrapped in stretch foil. Under separate arrangements and for an extra charge, it is possible to pack the Goods in other ways: e.g. additional protection of pallets with cardboard corners; packing in cardboard boxes loose or stacked, etc. For an extra charge, it is possible to change the way the preforms are packed into cardboard boxes called octabins.
- 2) Seller reserves the right to unilaterally decide on the need for additional security goods and charge the appropriate costs to the Purchaser.

3) Goods should be stored in the following conditions:

- in a place protected from contamination and external factors,
- in a dry, well-ventilated place with no access to sunlight at temperatures above 0°C and below 35°C.

4) The goods have a shelf life of 3 years provided that they are stored in accordance with the above conditions.

5) Storage of goods contrary to the conditions specified in point VIII sub-point 3 of the GTCSD shall result in the loss of the right to claim the Goods.

Cancellation and amendment of an order

- 1) The change or cancellation of the order by the Purchaser requires the written consent of the Seller.
- 2) The Purchaser's request shall interrupt the term of the order. In case of any change to the order, the time limit for delivery of goods shall run from the time of written confirmation of the order change by the Seller.

Ownership rights

- 1) All designs, drawings, models, drawings, pictures, etc. remain the property of the Seller.
- 2) The Purchaser shall be obliged to verify at his own expense whether the manufacture, offering, marketing, export, import or any other form of use of the products supplied by the Seller constitutes an infringement of intellectual property rights vested in third parties.
- 3) The Seller shall not be liable to the Purchaser, in particular the liability for damages or liability under the warranty for legal defects of goods supplied, if it is found that the use of goods supplied to the Purchaser by the Seller results in an infringement of intellectual property rights of third parties.
- 4) (4) In the event of claims against the Seller for infringement of intellectual property rights of third parties in connection with the performance of the sales agreement concluded with the Purchaser, the Purchaser shall be obliged to cover any damage caused to the Seller's property in connection with the claims made against the Seller by third parties, including in particular amounts paid as compensation or on account of return of illegally obtained benefits and any other costs, including litigation costs, i.e. court costs and attorney's fees and costs of enforcement proceedings.

Moulds and tooling

- 1) Moulds and tooling are owned by the Seller. It is possible to transfer the ownership of moulds or tooling, used in the production of packaging by the Seller, to the Purchaser after the Purchaser has paid the full amount due for the moulds or tooling, except for inserts and plates, owned by the Seller and not subject to sale.
- 2) Moulds for which the full amount due has not been paid remain the property of the Seller.
- 3) The terms of payment for moulds shall be agreed upon individually by the

parties. Complaints

- 1) The Complaint Procedure, regulated in these GTCSD, constitutes a contractual modification of liability on account of warranty for defects of goods, regulated by the provisions of the Civil Code, and is the only source of the Purchaser's rights to complain about the Goods. The Purchaser's rights and corresponding obligations have been regulated in an exhaustive way. The Parties thus exclude the Seller's liability under warranty for physical and legal defects of the Goods.
- 2) Filing a suit or an application to the court or arbitration court, the subject of which are the claims for defects of the Goods, before the date of exhaustion of this complaint procedure, shall be treated as premature claim.
- 3) 3) The Purchaser shall be entitled to complain about the Goods, provided that it makes a thorough inspection at the time of acceptance/delivery and notifies the Seller of:
 - (a) any quantity deficiencies within 3 working days of receipt of the Goods;
 - b) any quality defects within 90 days of receipt of the goods;
 - c) any non-conformity of the goods with the order within 7 working days from the date of receipt of the goods.
(type of bottle, colour, thread type and weight).
- 4) The Seller shall be notified by contacting the Seller's Commercial Supervisor (*opiekun handlowy), and sending, within the time limit set forth in paragraph XII, point 3, letters a-c GTCSD, via e-mail, in writing to the registered address of the Seller or by fax, a correctly completed Complaint Form received from the Commercial Supervisor.
- 5) The Buyer is obliged to attach samples of defective goods with labels to the notification.
- 6) Submission by the Purchaser of any reservations, comments or complaints and their examination shall not suspend the course of the payment period.
- 7) Failure to observe the terms and conditions of complaints contained in these GTCSD shall result in the expiry of any claims of the Purchaser under the complaint.

- 8) In the case of deliveries by the Seller or the carrier, the fact of quantity discrepancy or damage to goods must be recorded and certified in the shipping note and signed by the driver and the person taking over the delivered goods, and then reported to the Seller no later than on the next business day after receipt of goods. In the absence of such an entry in the shipping note, quantity and quality complaints will not be considered.
- 9) The deadline for handling a properly submitted complaint is 10 working days from the date of its registration by the Seller.
- 10) Properly filed complaint means a complaint supplemented with all the information and documents requested by the Seller.
- 11) Lack of response to the complaint by the Seller within the aforementioned period is not tantamount to its tacit recognition.
- 12) In the course of the complaint, the Purchaser is obliged to:
 - make available to the Seller the samples of the defective goods necessary to carry out expert examination,
 - enable examination of the behaviour of the goods during and at the place of processing,
 - provide necessary information concerning the processing technology or the conditions in which the goods were used.
- 13) The decision of the Commercial Supervisor rejecting or accepting the complaint may be appealed by the Buyer. The time limit for consideration of the appeal against the Commercial Supervisor's decision is 10 days from its receipt. No objection from the Purchaser within 3 days of its sending means acceptance of the Seller's decision without reservation.
- 14) In the case of the necessity to verify the facts related to a defect of the Goods, in particular the need to subject the Goods to expert examination, the need to check the condition of the Goods, the way of their storage or processing, etc., as well as to hold a meeting with the participation of the Purchaser or any third parties, the term of the complaint procedure may be extended for the period not longer than 60 days. The Seller shall inform the Purchaser about this fact, stating the reason for extension of the complaint procedure and the new date for its completion.
- 15) The Seller's liability is limited exclusively to the obligations described in the content of these GTCS, and never includes monetary compensation. In particular, due to the above guarantee granted to the Purchaser, the provisions on warranty for defects of the sold item shall not apply.

- 16) The seller is liable for damages only in the case of intent or gross negligence. The Seller is not liable for consequential losses, in particular for lost profits.
- 17) 17th The Seller shall not be liable for defective Goods if they have been used contrary to their intended use, and the Purchaser has not followed the recommendations on the label.
- 18) The Customer, before placing the order, is obliged, on the basis of samples received, to carry out tests on their own in terms of filling the products into PET packaging and adjusting the closure and checking the possibility of labelling. If the Purchaser decides to purchase the Goods without prior acceptance of samples and the Goods do not meet his/her expectations, the Purchaser is not entitled to complain about it.
- 19) Coloured bottles for which the Purchaser did not provide a colouring pattern or for which such a colouring pattern was not made by the Seller and then delivered to the Purchaser for approval cannot be the subject of complaint.
- 20) Due to the nature of the product and production it is permissible:
- (a) delivery of an order with a quantity increased or decreased by up to 10% of the ordered goods in the scale of the whole order and it shall then be deemed to be fulfilled in accordance with the order. The Seller shall then issue an invoice for the actual quantity of the Goods delivered.
 - b) delivery of an order containing up to 0.5% of defective Goods.
 - c) delivery tolerance of up to 1% less than the order and in such case it shall be deemed to have been duly executed.

In other cases, the Purchaser shall be entitled to lodge a complaint pursuant to the rules provided for in these GTCSD.

- 21) Due to the nature of the product and production, the appearance of small flaws, scratches and smudges on the surface of the bottle is permissible, both on colourless and coloured packaging. The manufacturer has no influence on them, therefore these defects are not subject to complaint.
- 22) If during the processing or use of the goods the Purchaser notices defects, he/she is obliged in turn to:
- suspend further use of the goods,
 - secure the faulty goods and store them until the time of replacement or return in their original packaging or in the packaging that ensures unimpaired storage conditions, with the consent of the Seller,
 - check collective packaging for the existence of defective goods,

- if the quantity of defective goods in each of the checked collective packaging equals or exceeds 10%, the Purchaser is obliged to refrain from using the entire quantity of goods and to initiate the complaint process in accordance with the content of these GTCSD

- if the quantity of defective goods in each of the checked collective packaging does not exceed 10% or the problem does not concern each collective packaging, the Purchaser is obliged to use the remaining goods and initiate the complaint process covering only the defective goods.

23) If a notice of defect is properly submitted within the time limit specified in section XII, subsection 3, letters a-c GTCDS, the Seller, at his discretion and choice, may:

a) for defects not exceeding 10% of the order - produce the missing quantity at the next order

b) for defects exceeding 10% of the order - produce the missing quantity of Goods as soon as possible, or return funds in the amount corresponding to the quantity of defective Goods (invoice correction).

24) The Seller shall consider a complaint only at the original place of delivery of goods, specified in the order. In a situation where the Goods have been sent by the Purchaser to another place, the Seller shall not bear the costs of their redelivery to the place indicated in the order.

25) In the case of complaints, the Purchaser is obliged to protect and store defective goods until the complaint or clarification with the carrier or the Seller (in a dry place, not exposed to sunlight and a temperature of 0-35 ° C).

26) Return of defective Goods to the Seller is possible only with the express consent of the Seller, expressed in writing. If the Goods are returned by the Purchaser without prior consent, the Seller shall have the right to refuse to accept the returned Goods and their return shipment to the Purchaser at his expense.

27) In the case of positive response to the complaint, transport costs to the Seller's premises shall be covered by the Seller. If part of the complaint is accepted, the Seller shall bear the costs in an amount proportional to the scope of the accepted complaint, the remaining part of the transport costs shall be borne by the Purchaser.

28) At the express request of the Purchaser, he may return defective goods, paying in full the cost of transport, after obtaining prior permission from the Seller, and in the case of positive resolution of the complaint, these costs will be refunded to the Purchaser, in accordance with the principles set out in Section XII subsection 27.

29) If the Seller fully accepts the complaint and the cost of bringing the goods exceeds its value, he has the right to leave the goods at the disposal of the Purchaser, without additional charges. At the same time, the Purchaser waives any claims for storage and disposal of goods left behind.

- 30) The Seller has the right to suspend the implementation of claims against the Purchaser on account of complaints until the Purchaser settles all outstanding payments.
- 31) In the case of an unfounded complaint, the costs necessary to determine the existence of a defect of the Goods, including in particular the cost of the expertise, expert tests or tests carried out by the manufacturer, as well as the cost of transport of the Goods, shall be borne by the Purchaser, for which the Seller shall issue a VAT invoice.

Liability for damage

- 1) The Seller shall be liable to the Purchaser for non-performance or improper performance of the agreement only for material damage caused intentionally and only up to the value of the order.
- 2) Any liability of the Seller relating to the conclusion of the agreement or making a sale of goods, regardless of the title of such liability, shall not include compensation for damages relating to expected benefits, lost profits, production losses, loss of market reputation, etc.
- 3) Responsibility for the use of the goods shall be borne entirely by the Purchaser.
- 4) If a third party submits any claims against the Purchaser, which may be related to the goods sold by the Seller to the Purchaser or to the products, for the manufacture of which the goods sold by the Seller to the Purchaser have been used, the Purchaser should immediately notify the Seller, enabling him to participate in the proceedings related to the claims of this person, under the pain of exclusion of any liability of the Seller related to these claims.

Transport and logistics

- 1) Loading at the Seller's premises takes place on working days from 6.00 a.m. to 2.30 p.m.
- 2) A shift storekeeper's consent is required to enter the Seller's premises. Vehicles should be parked in the car park belonging to the Seller.
- 3) Loading takes place only from the loading ramp.
- 4) A maximum of 2 vehicles may be stored on the manoeuvring area and under the loading ramps.
- 5) Own collections must be notified by e-mail on the working day no later than 24 hours before planned loading.
- 6) Notifications will be accepted until 1.00 a.m. on the day prior to loading.
- 7) The notification must contain the name of the driver, the registration number of the vehicle or vehicle and trailer/semi-trailer.

- 8) Upon receipt of the written notification, the salesperson will provide information on available loading times.
- 9) A vehicle will not be admitted to the premises without prior advising/notification.
- 10) Upon entering the plant, the driver is obliged to complete the data required by the transport ordering party and then proceed to load the goods at the nearest available time, with the reservation that the warehouse is open between 6.00 a.m. and 2.30 p.m.
- 11) A written notification shall be submitted by the party ordering the goods - the Seller does not accept phone notifications or notifications submitted by a forwarder or carrier.
- 12) Once the vehicle has been positioned at the loading ramp, the shift warehouseman will place the goods (pallets/baskets/octabs/cartons) at the edge of the ramp. It is the responsibility of the driver to position the goods and secure them properly on the vehicle/semi-trailer/trailer. The seller will make a pallet truck available to position the goods.
- 13) After loading, the shift warehouseman shall issue appropriate shipping documents. The driver shall confirm receipt of the goods entrusted to him on the documents. Confirmation of the documents is equivalent to the fact that the driver does not object to the packaging of the goods and certifies the absence of damage.
- 14) After loading, securing the goods and receiving the documents, the driver must leave the premises of Opack Serwis Sp. z o.o. within 10 minutes. It is forbidden to make stops, breaks or repairs of the vehicle/trailer/semi-trailer on the premises.
- 15) After 14.30 on working days it is forbidden to enter the premises until 6.00 the following day. Exceptions are delivery, supplier and courier vehicles which are allowed on the premises until 3.00 p.m. On Saturdays, Sundays and Public Holidays there is a complete ban on entering the premises.

Final provisions

- 1) Notwithstanding the contents of these GTCSD, the Seller may invoke any changes in regulations and circumstances which may result in a change of operating costs or public and legal burdens, and thus in a change of the terms of the offer submitted by the Seller or the agreement already concluded between the parties.
- 2) The Seller reserves the right to:
 - (a) changes in prices;
 - (b) the modification and withdrawal of individual products;
 - (c) the introduction of new products.
- 3) These GTCSD shall apply to all contracts for the sale of goods and provision of services concluded from 01 March 2019.

- 4) These GTCSD, agreements and declarations between the parties are subject to the laws of the Republic of Poland, and the place of settlement of any disputes is the Polish court competent in terms of location and subject matter for the registered office of the Seller.
- 5) Regardless of the content of these GTCSD, the Seller may claim compensation in the scope in which the damage suffered by him exceeds the value of reserved contractual penalties.
- 6) The provisions of these GTCSD in no way exclude or limit the rights and claims of the Seller to the Purchaser, which result from the mandatory provisions of law.
- 7) The Purchaser shall not be entitled to submit a statement of deduction against the Seller, unless the Purchaser is a consumer within the meaning of the Act on Consumer Rights of 30 May 2014.
- 8) The Seller reserves the right to unilaterally amend the contents of GTCSD, without the need to notify the Customer, while attaching the current contents of GTCSD to each order and making them available in writing at the registered office of the Seller, as well as in electronic form on its website www.opackserwis.pl.