



[F6\_2 v. A dated 27.05.2024]

## GENERAL TERMS OF PURCHASE GTP

KB Folie Polska Spółka z ograniczoną odpowiedzialnością, based in Warsaw

These General Terms of Purchase are the exclusive basis for orders placed by KB FOLIE Polska Sp. z o.o. and for the contracts concluded.

### § 1

#### GENERAL PROVISIONS

1. The General Terms of Purchase (hereinafter referred to as GTP) specify the general rules under which all purchase agreements for goods for the needs of KB Folie Polska Spółka z ograniczoną odpowiedzialnością, based in Warsaw, are concluded and constitute an integral part of all agreements.
2. The terms used in these GTP mean:  
Supplier - an entity (natural person, legal person, or organisational unit without legal personality) that is a party to the purchase agreement, supplying goods and/or services to the Buyer. Buyer - KB Folie Polska Spółka z ograniczoną odpowiedzialnością, based in Warsaw, at ul. Biezuńska 2 B, 03-578 Warsaw, registered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register, under KRS number 0000087007.  
Parties - the Buyer and the Supplier.  
Goods - products and services supplied and provided by the Supplier on order of the Buyer according to the Buyer's type, quality, and quantity specification.  
Order - the purchase order between the Buyer and the Supplier.
3. The General Terms of Purchase are the complete and only regulations binding the parties regarding the purchase of goods from the Supplier's commercial offer and apply to all goods resulting from orders placed by the Buyer with the Supplier.
4. It is the Supplier's obligation to familiarise themselves with the General Terms of Purchase. The Supplier's failure to familiarise themselves with the General Terms of Purchase does not exempt them from the obligation to comply with their provisions.
5. Confirmation of the order by the Supplier signifies acceptance of the terms specified below.
6. The content of the General Terms of Purchase is available at the headquarters of KB Folie Polska Spółka z ograniczoną odpowiedzialnością and on the website [www.kbfolie.pl](http://www.kbfolie.pl).

### § 2

#### CONCLUSION OF CONTRACT - ORDERS

1. The condition for purchasing goods is the conclusion of a contract between the Supplier and the Buyer, along with the simultaneous agreement of the commercial terms applicable during its execution.
1. Offers communicated by phone, letter, fax, or email do not constitute the conclusion of a contract. A contract is concluded solely on the terms specified in points 3-5 below, i.e., after receiving a written order from the Buyer and sending a written confirmation of order acceptance by the Supplier.

2. The basis for concluding a supply contract is placing an order by the Buyer in response to the Supplier's offer. If the Supplier introduces any change or modification to the offer, the contract between the parties will be concluded only on the day of confirmation of acceptance of the modified terms by the Buyer.
3. If the Buyer places an order without a prior offer from the Supplier, the contract is concluded on the day the Supplier confirms the acceptance of the order. The Supplier confirms the acceptance of the order no later than within 2 business days from the date of its receipt. The parties exclude any legally provided possibilities of implied (silent) contract conclusion.
4. If an order is placed under the conditions specified in point 3 above, the Supplier may accept the order introducing modifications thereto. In such a case, the Buyer is obligated to confirm the modified order within 1 business day from the date of its delivery. If the Buyer does not confirm, it is considered that the order has been cancelled.
5. Orders placed by the Buyer are in any case treated as orders placed by a person authorized to make declarations of will on behalf of the Buyer.
6. The Buyer is obligated to provide in the order:
  - 6.1. order reference number,
  - 6.2. expected delivery date,
  - 6.3. exact delivery address,
  - 6.4. exact name of the goods,
  - 6.5. ordered quantities,
  - 6.6. net price of the goods.
7. The Buyer acknowledges that the Supplier executes production on individual orders. Therefore, and due to production technology limitations, the quantity specified in the order, in the absence of special arrangements regarding the admissibility of quantity deviations, may be considered only as an approximate quantity. The Supplier will adhere to the ordered quantities as closely as possible, but the following tolerances in the quantity of goods are allowed according to established technical conditions: - weight/quantity tolerance: +/- 3%, no negative tolerance.
8. The delivery must be made in accordance with the content of the order, regulations, and standards concerning the specific product. The Supplier confirms the originality of the product with appropriate documents, including, in particular, certificates and attestations. The absence or incompleteness of these documents constitutes grounds for considering the execution as incomplete, resulting in the possibility of the Buyer refusing to accept the goods.
9. The Supplier guarantees that all delivered goods comply with the placed order, are suitable for their intended purpose, and are free from defects. Additionally, the Supplier declares that the goods have undergone quality control.
10. Goods produced by the Supplier based on data or documents provided by the Buyer may only be used for the fulfilment of orders placed by the Buyer.

The Supplier is not allowed to use these goods for their own purposes or to offer or make them available to third parties.

### § 3

#### PRICE

1. The price of the goods is confirmed in the contract. Its change after the conclusion of the contract is not permissible.
2. The price includes the cost of delivering the goods to the place specified in the order.
3. The applicable value-added tax (VAT) is added to the price according to the relevant legal regulations.

### § 4

#### CONTRACT COMPLETION DEADLINE

1. The order is fulfilled within a time frame mutually agreed upon by the Supplier and the Buyer.
2. The Buyer reserves the right to withdraw from the contract.
3. If the delivery cannot be completed on time, the Supplier will notify the Buyer of the new delivery date.

### § 5

#### METHOD, PLACE, AND TIME OF GOODS DELIVERY

1. The quality and quantity of the goods, as well as the delivery time and punctuality, are of strategic importance from the Buyer's operational perspective.
2. The agreed dates are binding for the parties and mean delivering the goods to the place specified by the Buyer.
3. The method and place of delivery/receipt of the goods are determined by the Buyer in the order.
4. The Buyer reserves the right to make individual arrangements regarding the delivery date.
5. Failure to fulfill the delivery on the agreed date gives the Buyer the right to withdraw from the contract with the consequences indicated in paragraph 11 of the General Terms of Order.
6. In the case of goods delivered on returnable EPAL pallets, the Buyer will return the pallets to the Supplier in the condition in which they were received, within a time frame agreed with the Supplier and at the Supplier's expense.

### § 6

#### DOCUMENTATION OF DELIVERY/COLLECTION OF GOODS. DOCUMENTATION OF PURCHASE

1. The delivery/collection document for the Goods is the "Delivery Note," issued by the Supplier.
2. The Buyer acknowledges receipt/collection of the Goods by stamping the delivery document and providing a legible signature of the authorised person receiving the delivery. Additionally, the delivery acceptance date is recorded on the Delivery Note.
3. The Buyer has the right to refuse the acceptance of the goods if the delivery document issued by the Supplier does not include the Buyer's order number, specification of the shipped goods, quantity and value, and all necessary certificates and attestations. In such a case, the Buyer is entitled to contractual penalties indicated in section 11, point sub-point 2.2, and point 4 of the General Terms of Purchase.

4. Each delivery/collection requires the issuance of a VAT invoice.
5. VAT invoices are sent electronically to an email address agreed upon by mutual agreement or by mail to the address provided by the Buyer.
6. Quality certificates and attestations are attached to each delivery or sent before the delivery to the email address [jakosc@kbfolie.pl](mailto:jakosc@kbfolie.pl).

## § 7

### COMPLAINTS

1. Receipt of goods by the Buyer does not release the Supplier from responsibility for defects in the delivered goods and/or improper performance of the contract.
2. The Buyer is obligated to verify the quality of collective packaging (pallets) at the time of acceptance. In case of any discrepancies, the Buyer should prepare an appropriate report signed by representatives of both the Buyer and the Supplier. This report should also be noted on all documents attached to the delivery. The documents should be sent to the Supplier no later than 3 days after identifying the discrepancy.
3. The Buyer is obligated to verify the quantity of delivered goods no later than 24 hours after the acceptance date. In case of discrepancies, the Buyer should send an appropriate report to the Supplier no later than 3 days after identifying the shortfall.
4. All complaints should be submitted to the Supplier's email address.
5. The Supplier should review the complaint within 14 days from the date of receiving the complaint document and within this period send a response along with corrective actions to the Buyer.
6. The Buyer should make the entire defective goods available to the Supplier upon request.

## § 8

### FINANCIAL SETTLEMENTS

1. Payment for delivered goods will be made within the period specified in the order, via transfer to the bank account indicated by the Supplier, based on a VAT invoice.
2. Payment for accepted goods will be made provided that the delivered goods are free from quality defects. In the event of detecting and notifying the Supplier of detected defects in the goods, the Buyer will be entitled to withhold payment in whole or in part until the delivery of defect-free goods, without any consequences related to withholding payment.
3. The VAT invoice should include, among other things, the following information:
  - 3.1. order number and date,
  - 3.2. delivered quantity of goods, weight, and unit,
  - 3.3. unit price and value of each item on the invoice,
  - 3.4. delivery document number(s).
4. The Buyer reserves the right to withhold payment if the VAT invoice does not meet the requirements indicated in point 3 above.
5. The payment term for incomplete or incorrectly issued invoices will be calculated from the date of delivery of the corrected invoice.
6. Payment is considered made upon the issuance of the transfer order from the Buyer's account.

7. Payment of the amount resulting from the invoice is not equivalent to the proper performance of the contract by the Supplier.

§ 9

RISK OF LOSS OR DAMAGE

1. In the case of personal collection of goods by the Buyer, the risk of loss or damage to the goods passes to the Buyer upon signing the delivery/receipt document.
2. The Supplier is responsible for the loss of goods or damage resulting from delivery. The Buyer is not obligated to submit claims regarding damage or loss of goods to the carrier.

§ 10

SUPPLIER'S LIABILITY

1. The Supplier is responsible for any damages resulting from delays, loss, or damage caused by improper labelling, packaging, or identification of the shipment.
2. The Supplier is liable for non-performance or improper performance of the obligation resulting from the contract concluded by the Buyer, caused by wilful misconduct, omission, or hidden defects that can be detected during the processing of the goods. The Buyer has the right to demand that the Supplier also participates in the additional costs caused by defective goods.

§ 11

LIQUIDATED DAMAGES

1. The Supplier is liable to the Buyer for non-performance or improper performance of the order in the form of contractual penalties and compensation pursued on general principles.
2. The Supplier is obligated to pay the Buyer contractual penalties in the following cases:
  - 2.1. For withdrawal from the execution of an accepted order that is not fulfilled for reasons dependent on the Supplier or by the Supplier for reasons independent of the Buyer, a penalty of 10% of the gross order value;
  - 2.2. For delay in delivery, a penalty of 0.2% of the gross order value for each day of delay;
  - 2.3. for delay in rectifying defects identified upon receipt of the order or during the warranty and defect liability period, a penalty of 0.4% of the gross order value for each day of delay, calculated from the expiry of the deadline set by the Buyer for rectifying the defects.
3. The Buyer has the right to deduct the calculated contractual penalties from the claims due to the Supplier for the delivered goods.

4. In the event of a delay in the execution of the order by the Supplier, the Buyer may, without waiving the rights to calculate the contractual penalty and supplementary compensation, exercise one or more of the following rights:
  - 4.1. demand full or partial execution of the order;
  - 4.2. make a purchase from another entity at the cost and risk of the Supplier;
  - 4.3. Withdraw from the order due to reasons attributable to the Supplier without setting an additional deadline, by providing written notice to the Supplier.
5. If the contractual penalty does not cover the incurred damage, the Buyer has the right to claim compensation exceeding the stipulated contractual penalty on general principles.

§ 12

AUDIT

1. To verify production processes and control the quality of goods, the Buyer is entitled to conduct periodic audits at the Supplier's premises, with the schedule previously agreed upon with the Supplier. The audit will conclude with an audit report.
2. If the audit results indicate the need for corrective actions, the Supplier will immediately, no later than 14 days from the date of signing the audit protocol, develop an action plan and then implement its findings.
3. Individuals conducting the audit on behalf of the Buyer are obligated to maintain the confidentiality of information obtained during or in connection with the audit.

§ 13

TITLE OF OWNERSHIP

1. In the event of payment for the goods in advance before delivery, the title of ownership of the goods is transferred to the Buyer upon receipt of the goods.

§ 14

CONFIDENTIALITY

1. Information obtained by the Supplier during or in connection with the order placed by the Buyer, including, in particular, organisational, commercial, and technical information regarding the Buyer and not publicly disclosed, will be treated by the parties as confidential information.
2. Confidential information includes, in particular, information regarding the volume of trade, prices used, discounts, product specifications, logistical agreements, and processing data.
3. The Supplier declares that they will use confidential information solely for the purpose of executing the order.
4. The obligation to maintain information confidentiality remains in force after the order has been fulfilled and can only be waived with the written consent of the Buyer.

DELIVERY REQUIREMENTS

General requirements

1. The following requirements are an integral part of order number: ZZ/x/2x/xxxxxx
2. We recommend completing the order in full within a single delivery.

Confirmation:

1. We require urgent confirmation of order fulfilment, no later than 2 days from the date of its placement.

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2. Lack of confirmation of order fulfilment will be considered as a confirmed order. Delivery documents:
  1. The order number is the unloading reference number. It is recommended to include this number in the documents accompanying the delivery (delivery note, sales invoice, quality certificate, etc.).
  2. The delivery should include (or be sent before the delivery to the email address [kb zakupy@kbfolie.pl](mailto:kb_zakupy@kbfolie.pl))
    - 2.1. For each raw material, a Quality Certificate is mandatory, containing at least the name(s) of the raw material(s), the supplier, the date of issue, a complete list of batch numbers in the delivery along with the assigned quantities of each batch, and confirmation of the raw material's compliance with the approved specification. The certificate should be sent to the email address [iakosc@kbfolie.pl](mailto:iakosc@kbfolie.pl).
    - 2.2. Once a year, with the first delivery and whenever there is a change, the Supplier must also provide a Declaration of Conformity, GMO Statement, and REACH Statement.
    - 2.3. A written order confirmation is treated by the Buyer as confirmation of Product Authenticity.

Specifications:

1. The delivered raw material must comply with the specification signed by both parties: the Supplier and the Buyer.
2. The specification pertains to a single raw material and is identified by the symbol used by the Buyer.

Minimum shelf life:

1. All assortments must have at least 80% of their shelf life/expiry date remaining at the time of delivery to the Buyer.

The goods must be delivered on:

1. dry, undamaged pallets suitable for high stacking.
2. Wooden pallets must not have any barked elements.

Protection against contamination:

1. The goods/raw materials must be effectively protected against contamination by foreign bodies, including wood from the pallet. For this purpose:
  - 1.1. During loading/unloading and transport, the raw material should be placed on a cardboard separator, sized to the pallet dimensions.
  - 1.2. The external part of the product packaging must be secured with stretch film. Labelling:
1. Each raw material package must contain an identification label and a collective label, including at least:
  - 1.1. Name and type of raw material,
  - 1.2. Supplier's name,
  - 1.3. Weight/number of pieces on the pallet,
  - 1.4. Shelf life and/or production date and batch number,
  - 1.5. Storage conditions (e.g., temperature, humidity, others).

Required transport conditions:

1. Requirements for means of transport:

- 1.1. Adapted to the type of raw material being transported.
- 1.2. The transport means must not be combined with hazardous materials.
- 1.3. The Supplier/transport company assigned for the transport has current instructions for handling breakdowns.
- 1.4. The Supplier/transport company has appropriate recommendations and requirements for securing transported goods, particularly when vehicles are parked and unattended.

Delivery time:

1. The required delivery date must be adhered to. If not, unloading may occur later, after unloading all deliveries planned for that day.
2. The Buyer reserves the right to unload within 4 hours of the transport arrival without any additional costs.

Delivery notification:

1. Each driver must report to the gatehouse and present the delivery document.
2. The documents must clearly specify the unloading reference number, which is also our order number.
3. If there are any doubts, drivers can check the required delivery time by calling:
  - 3.1. Warsaw Warehouse: tel. 221026509
  - 3.2. Brzeziny Warehouse: tel. 221026655
4. The Supplier must notify the delivery 24 hours in advance, specifying the delivery contents (order number/call-off number, weight, number of pallets, delivery date). If there is no notification, the Buyer reserves the right to refuse unloading.

Labelling of film deliveries:

1. Film deliveries should be labelled as follows:
  - 1.1. Labels on individual rolls must include at least:
    - 1.1.1. Number of pieces per roll,
    - 1.1.2. Gross weight,
    - 1.1.3. Roll number,
    - 1.1.4. Batch number,
    - 1.1.5. Article name,
    - 1.1.6. Manufacturer's name,
  - 1.2. Additionally, indicate:
    - 1.2.1. Net weight,
    - 1.2.2. Tare weight
  - 1.3. Labels (two in total) should be placed:
    - 1.3.1. Inside the casing,
    - 1.3.2. Outside the roll.
  - 1.4. Collective labels (at least one per pallet) must include the total number of pieces, article name, manufacturer's name, and a summary of all rolls with roll numbers, batch number, and film weight organised and divided into each roll position.

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FINAL PROVISIONS

1. The Supplier is not entitled to transfer rights arising from the execution of the order to a third party without the prior written consent of the Buyer.
  1. Upon ordering, the parties will provide address data and telephone, fax, and email numbers. In the absence of these data, the parties will consider the address data from relevant registers and records as appropriate.
2. In case of an order, the terms and conditions of these General Terms of Purchase take precedence.
3. If any provision of the General Terms of Purchase is deemed invalid or legally ineffective, it does not affect the binding nature of the remaining provisions. In such a case, the parties agree to adopt provisions that will reflect the prior will of the parties effectively.



4. Any disputes arising between the parties related to the conclusion or execution of the contract will be exclusively resolved by Polish common courts, with the provision that within the jurisdiction of common courts, the parties submit all disputes to the court competent for the Buyer's headquarters.
5. The exclusively applicable law is Polish law.
6. The Buyer reserves the right to amend and/or supplement the General Terms of Purchase. In the event of changes to the provisions of the General Terms of Purchase, the terms in effect on the day the order was placed by the Buyer apply to orders placed before the date of the changes.
7. Any amendments or supplements to the General Terms of Purchase require a written form, otherwise being null and void.
8. The document "General Terms of Purchase" enters into force on the date indicated on the first page of the document.

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