

General delivery terms MULTI PACKAGING SOLUTIONS BIALYSTOK Sp. z o.o. (GDT)

§ 1. Preliminary provisions

1. In the meaning of hereof General Delivery Terms of the Goods (hereinafter: GDT) the Recipient is the subject who places an order for the goods of MULTI PACKAGING SOLUTIONS BIALYSTOK Sp. z o.o. (hereinafter: MULTI PACKAGING SOLUTIONS BIALYSTOK).
2. Deliveries of the goods by MULTI PACKAGING SOLUTIONS BIALYSTOK for the Recipient are subject to:
 - 1) the agreement and GDT,
 - 2) in case of no agreement – the Recipient's order accepted by MULTI PACKAGING SOLUTIONS BIALYSTOK for processing, and GDT.

In case the agreement mentioned in point 1 or the order mentioned in point 2 do not include a statement saying that hereof GDT are their integral part, the Recipient makes a separate statement to MULTI PACKAGING SOLUTIONS BIALYSTOK of the above reading/content.
3. Any rights or obligations resulting from the agreement between MULTI PACKAGING SOLUTIONS BIALYSTOK and the Recipient or the Recipient's order can be transferred upon a third party upon MULTI PACKAGING SOLUTIONS BIALYSTOK's written consent exclusively.
4. **GDT are applied in the scope in which the agreement with a particular Recipient does not specify otherwise.**

§ 2. Order

1. MULTI PACKAGING SOLUTIONS BIALYSTOK delivers the goods on the basis of the Recipient's order. The order shall be dispatched to MULTI PACKAGING SOLUTIONS BIALYSTOK by fax and, in addition, possibly by registered mail. The order should specify:
 - 1) kind of the goods,
 - 2) quantity of the goods,
 - 3) unit net price of the goods,
 - 4) delivery time and destination or a note on the goods receipt by the Recipient from the MULTI PACKAGING SOLUTIONS BIALYSTOK's warehouse.

If some data listed above result from the Parties agreement or GDT, they may be omitted in the order. Otherwise, an incomplete order will not be accepted for processing by MULTI PACKAGING SOLUTIONS BIALYSTOK.
2. Orders and agreements concerning alterations or supplements to written orders delivered by fax or registered mail in a/ by a:
 - 1) spoken form,
 - 2) e-mail,

must be confirmed by the Recipient in a way specified in item 1 sentence 2.
3. After MULTI PACKAGING SOLUTIONS BIALYSTOK receives the order:
 - 1) if Parties are bound by the agreement, MULTI PACKAGING SOLUTIONS BIALYSTOK accepts the order for processing in the term specified in the agreement or makes reservations about the order if it is inconsistent with the agreement,
 - 2) if Parties are not bound by the agreement, MULTI PACKAGING SOLUTIONS BIALYSTOK accepts the order for processing without delay or refuses to accept the order for processing, whereas reasons for refusal to accept the order for processing neither have to be provided for nor hold MULTI PACKAGING SOLUTIONS BIALYSTOK liable.

The statements hereof (mentioned in this item) are made by MULTI PACKAGING SOLUTIONS BIALYSTOK by a fax or an e-mail.
4. If the Recipient places the order for particular goods for the first time or he/she modifies a pattern/design according to which the goods have been produced by MULTI PACKAGING SOLUTIONS BIALYSTOK so far, the Recipient, entitled to property copyright, encloses a design in an electronic form to an order. MULTI PACKAGING SOLUTIONS BIALYSTOK shall start working on implementing the goods design into print after the Recipient delivers all and any information necessary to start working on particular implementation. MULTI PACKAGING SOLUTIONS BIALYSTOK shall provide technological study and preparation, then they shall submit it to the Recipient for his/her acceptance/approval in the form of a technological notebook in a written or electronic form and color designs/patterns. The acceptance/approval is made by a fax or an e-mail and, in case of need, additionally by registered mail. The time of implementing goods into printing will depend on the degree of this process complexity, and yet, it will not be longer than a time reasonable for a particular production type/kind.

§ 3. Delivery

1. MULTI PACKAGING SOLUTIONS BIALYSTOK delivers the goods subject to the terms provided for in the order accepted

- for processing, the agreement between the Parties - if it has been concluded – and GDT.
2. If not specified otherwise in the agreement with the Recipient, delivery time commences on the day the order's acceptance for processing by MULTI PACKAGING SOLUTIONS BIALYSTOK has been confirmed, whereas in case of a new shipment – on the day the technological notebook acceptance has been received from the Recipient.
3. MULTI PACKAGING SOLUTIONS BIALYSTOK is not liable for not complying with delivery time for reasons dependant on the Recipient or Force Majeure (in particular natural disasters, war, social unrest, strikes, electric power deficiency or restrictions imposed by the authorities).
4. Unless the Parties specify otherwise, if the Recipient changes data in the placed order, delivery time commences again on the day the altered order's acceptance for processing by MULTI PACKAGING SOLUTIONS BIALYSTOK has been confirmed, item 5 reserved.
5. If the design according to which the goods have been produced by MULTI PACKAGING SOLUTIONS BIALYSTOK so far has been altered, or the agreement has been terminated, the Recipient is obliged to collect from MULTI PACKAGING SOLUTIONS BIALYSTOK all the goods ordered in consistence with the design used so far for a payment, and pay for all encumbered cost mentioned in § 4 item 2 if the goods production has not been launched yet.
6. If MULTI PACKAGING SOLUTIONS BIALYSTOK is charged with delivery cost, the goods produced in consistence with a particular order shall be delivered at one go or in successive turns, accordingly to the agreement made between the Parties.
7. If the Parties do not specify otherwise, in case of successive deliveries of the goods covered by one order, all the goods will leave the MULTI PACKAGING SOLUTIONS BIALYSTOK's warehouse not later than the end of a calendar month in which delivery time is due according to the order or the agreement. If the goods do not leave the MULTI PACKAGING SOLUTIONS BIALYSTOK's warehouse in indicated time due to the default of the Recipient, MULTI PACKAGING SOLUTIONS BIALYSTOK will issue a VAT invoice on this time, whereas the Recipient will be charged with the costs of the goods storage. § 5 item 3 sentence 2 shall not apply.
8. A delivery note document (in Polish "WZ") made in two identical copies is a document confirming the goods delivery. A delivery note should, in particular, include: MULTI PACKAGING SOLUTIONS BIALYSTOK's warehouse dispatch date, MULTI PACKAGING SOLUTIONS BIALYSTOK's internal order number, a range of delivered goods, quantity of delivered goods, including the number of bulk package. A delivery note of the goods should also include an advice note confirming delivery acceptance bearing a legible signature and stamp of an official accepting delivered goods and the date on which a delivery has been accepted.
9. MULTI PACKAGING SOLUTIONS BIALYSTOK provides standard package of the goods securing the goods against damage in transport on its own cost. The goods may be packed differently, as ordered by the Recipient, for additional payment.
10. The moment the goods are released, the risk of accidental loss of the goods is transferred upon the Recipient.
11. The ownership of the goods is transferred upon the Recipient the moment the entire amount of the price has been paid for.

§ 4. Price

1. If the agreement with the Recipient does not specify otherwise, the price of the goods includes the cost of:
 - 1) production,
 - 2) package, § 3 item 9 of GDT restricted,
 - 3) storing, § 3 item 7 of GDT restricted,
 - 4) load,
 - 5) export duty, if delivery is exported, import duty is paid by the Recipient on his/her own.
2. If the Recipient places an order for particular goods for the first time or modifies a pattern/design according to which the goods have been produced by MULTI PACKAGING SOLUTIONS BIALYSTOK so far, the Recipient each time pays the costs of:
 - 1) technological study and preparation (positive films, assembly, colors design/pattern),
 - 2) counterparts and embossing dies set,
 - 3) punching/blanking dies set.

Before starting working on the implementation into printing MULTI PACKAGING SOLUTIONS BIALYSTOK will submit the Recipient a detailed statement of the above mentioned costs allocated into individual items.
3. If the Parties are bound by the agreement, the price of particular goods is fixed, however, MULTI PACKAGING SOLUTIONS BIALYSTOK has the right to change prices in

case of price generating factors change, once a quarter. Moreover, the prices change when the Recipient introduces changes in the design of the goods used so far leading to higher production costs of MULTI PACKAGING SOLUTIONS BIALYSTOK.

§ 5. Payment

1. Payment of the price is made by transfer into the MULTI PACKAGING SOLUTIONS BIALYSTOK's bank account.
2. Banking costs connected with payment on the part of the Recipient are paid by the Recipient, whereas those on the part of MULTI PACKAGING SOLUTIONS BIALYSTOK – by MULTI PACKAGING SOLUTIONS BIALYSTOK.
3. Term of payment is counted from the day a VAT invoice has been issued by MULTI PACKAGING SOLUTIONS BIALYSTOK. Term of payment is counted from the delivery day, if it comes later than a VAT invoice date.
4. Term of payment is 30 days, unless the agreement with the Recipient specifies otherwise. Any transgression of payment term may result in charging statutory interest by MULTI PACKAGING SOLUTIONS BIALYSTOK. Delay in payment for any VAT invoice by the Recipient authorizes MULTI PACKAGING SOLUTIONS BIALYSTOK to withhold orders processing; the length of such delay is specified by the agreement between the Parties.
5. The Parties may specify principles of awarding merit bonus for the Recipient for early payment.
6. The date money comes into the MULTI PACKAGING SOLUTIONS BIALYSTOK's bank account is the day of payment.

§ 6. Goods quality and complaints

1. MULTI PACKAGING SOLUTIONS BIALYSTOK is obliged to make appropriate effort resulting from a professional character of its activity while producing the goods.
2. Delivered goods quality and package shall meet valid norms, as well as requirements specified in the order accepted for processing or the agreement with the Recipient.
3. MULTI PACKAGING SOLUTIONS BIALYSTOK declares that they have the Quality System Assurance ISO 9001:2000. As MULTI PACKAGING SOLUTIONS BIALYSTOK guarantees constant and invariable quality of the goods confirmed by the Quality System Assurance ISO 9001:2000 they hold, the Recipient may retract from the procedure of quality acceptance of the goods in each shipment of delivered goods.
4. MULTI PACKAGING SOLUTIONS BIALYSTOK declares that they hold civil liability insurance up to 200.000,00 PLN.
5. MULTI PACKAGING SOLUTIONS BIALYSTOK is held responsible for quantity and quality defects of the goods under warranty. If the agreement with the Recipient does not specify otherwise, the upper limit of contractual as well as tort liability of MULTI PACKAGING SOLUTIONS BIALYSTOK for losses suffered by the Recipient in connection with the lack of the agreement execution or the order execution or inappropriate execution of the agreement or the order, including losses MULTI PACKAGING SOLUTIONS BIALYSTOK is liable for under warranty, is the amount of MULTI PACKAGING SOLUTIONS BIALYSTOK's remuneration for the shipment of the goods in connection with which the loss occurred. This limit does not refer to the losses brought about in result of MULTI PACKAGING SOLUTIONS BIALYSTOK's intentional guilt or gross negligence. MULTI PACKAGING SOLUTIONS BIALYSTOK's liability does not include lost benefits of the Recipient or defects originated in result of inappropriate use or storage of the goods by the Recipient. The conditions of the goods use and storage by the Recipient are specified in the Product Technical Card which is an integral part of GDT (Appendix No. 1).
6. MULTI PACKAGING SOLUTIONS BIALYSTOK provides the Recipient with the Certificate of Quality for each shipment of delivered goods.
7. If the agreement with the Recipient does not specify otherwise, the goods are not considered faulty if quantity defects or quality defects in individual pieces are within the norm limits PN-ISO 2859-1+AC1 May 1996 „Procedures of random inspection by an alternative method. Plans of research on the basis of acceptable quality level (AQL) applied during inspection shipment after shipment“.
8. Total price shall be adjusted according to the quantity of delivered goods.
9. Color scheme shall be at most near to the agreed pattern, according to the printing craftsmanship. In particular circumstances MULTI PACKAGING SOLUTIONS BIALYSTOK shall inform the Recipient of the requisite color deviations that have to be agreed upon by the Parties.
10. MULTI PACKAGING SOLUTIONS BIALYSTOK is held responsible for the products defects, including hidden defects, detected and reported to MULTI PACKAGING SOLUTIONS BIALYSTOK within:
 - 1) 3 weeks from the delivery date in case of quantity defects, that is the quantity of the goods in bulk containers;
 - 2) 4 weeks from the delivery date in case of quality defects.

The Recipient is obliged to keep/retain the goods he/she lodged a complaint about for MULTI PACKAGING SOLUTIONS BIALYSTOK's disposal, and he/she may not use them in production or in any other way unless the Parties specify otherwise.

11. A complaint should comprise the specification of the goods shipment the complaint has been lodged about, including: the order's internal number given in the delivery note, delivery date, reason for a complaint, specification of claim.
12. MULTI PACKAGING SOLUTIONS BIALYSTOK is obliged to consider a complaint made by the Recipient within 2 weeks from the date they have received the complaint. The lack of answer to the Recipient's complaint in the above time does not mean its approval. The time of a complaint's consideration may be reasonably prolonged, and MULTI PACKAGING SOLUTIONS BIALYSTOK will inform the Recipient about it if the consideration of a complaint requires specialist tests/examination which cannot be carried out by MULTI PACKAGING SOLUTIONS BIALYSTOK themselves.
13. According to the Parties agreement, the approval of a complaint results in lowering the price or delivery of the goods free of defects instead of faulty shipment of the goods on MULTI PACKAGING SOLUTIONS BIALYSTOK's cost.

§ 7. Merchant credit and security limit

1. The Recipient is entitled to a merchant credit limit, which is specified in the agreement with the Recipient. It means that MULTI PACKAGING SOLUTIONS BIALYSTOK may refuse to accept the orders for processing or to process accepted orders if the sum of payable and unpayable liabilities of the Recipient towards MULTI PACKAGING SOLUTIONS BIALYSTOK exceeds the limit of a merchant credit.
2. In case of the orders piling up at the time of season production peaks or single orders considerably exceeding the limit of a merchant credit specified in item 1, its level may be changed by the Parties' written agreement.
3. To secure possible MULTI PACKAGING SOLUTIONS BIALYSTOK's claims, the Recipient is obliged to provide MULTI PACKAGING SOLUTIONS BIALYSTOK with a blank promissory note which MULTI PACKAGING SOLUTIONS BIALYSTOK may fill in for a note/bill amount not higher than the amount of payable liabilities of the Recipient.
4. MULTI PACKAGING SOLUTIONS BIALYSTOK may condition the increase of a merchant credit, including the reasons specified in item 2, on the establishment of new additional security by the Recipient, that is according to the Recipient's choice and as agreed upon with MULTI PACKAGING SOLUTIONS BIALYSTOK:
 - 1) transfer to secure current or future liabilities the Recipient is entitled to under commercial trade / turnover up to the level of a merchant credit amount,
 - 2) lien / mortgage,
 - 3) transfer of ownership into security,
 - 4) submission to execution by a notary deed,
 - 5) joint debt or third party warranty,
 - 6) bank warranty.
5. If according to MULTI PACKAGING SOLUTIONS BIALYSTOK the Recipient's financial situation does not secure the execution of his/her liabilities, MULTI PACKAGING SOLUTIONS BIALYSTOK may condition the acceptance of the order for processing on the establishment of additional security by the Recipient upon the principles specified in item 4.

§ 8. Final provisions

1. Deliveries of the goods by MULTI PACKAGING SOLUTIONS BIALYSTOK are governed by Polish laws, in particular the Act of 23rd April 1964 – Civil Code (Law Journal No.16, item 93 with subsequent changes). The regulation of art. 385⁴ of the Civil Code is not applied, whereas this GDT prevail over any other terms and samples of agreements.
2. Each Party is obliged not to disclose any information regarding the other Party as well as technical, technological or other information of economic value that has been made available to the Party and that is a secret of the enterprise marked by the other Party as classified or secret (“confidential information”). Each Party is obliged not to transfer or disclose any confidential information in any scope and in any form to third parties, and not to use the confidential information himself/herself unless the other Party has earlier agreed to it in a written form, excluding:
 - 1) information which already is or is becoming publicly available for the reasons independent of the Party,
 - 2) disclosure to the people who due to their posts in state institutions or in the authorities of the Party have the right to look into the particular Party's documentation, or with reference to whom the obligation to disclose information results from the laws regulating court or administrative procedure (with the reservation that the Party obliged to disclose information should inform the other Party about this without delay),
 - 3) if the Party was earlier provided with the information without the obligation to keep it secret.

Each Party will oblige their employees, co-employees and consultants not to disclose any confidential information they have been provided with.

The above principles are in force until one Party dismisses the other Party from the obligation of non-disclosure.

3. If the agreement with the Recipient does not specify otherwise, hereof GDT are applied by the Parties in their cooperation for indefinite period of time with 1 month notice by each Party.
4. All declarations of will of the Party and notices made to the other Party shall be made at the address indicated in the agreement. The Parties are obliged to inform each other about every change of their address. Any declarations of will and notices sent at the recently given address shall be deemed efficiently made.
5. Any changes to the agreement must be made in writing for their validity.
6. Any disputes resulting from the agreement, the order or GDT are settled by a competent court in Bialystok, Poland.

Appendices:

- 1) Product Technical Cart – highly-processed label / package.

**Managing Board of MULTI PACKAGING SOLUTIONS
BIALYSTOK Sp. z o.o.**