

GENERAL SALES AND DELIVERY CONDITIONS

§ 1. General ruling. Entering into contract.

1. The terms and definitions used herein shall have the following meaning:
 - a) NPP or Supplier – NORDENIA POLSKA POZNAŃ Sp. z o.o. with a seat in Dopiewo,
 - b) Agreement– sales or delivery agreement, according to which NPP undertakes to sell or deliver packaging materials according to the provisions of the agreement and general sales and delivery conditions, and the Customer undertakes to buy and receive the aforementioned materials, according to the agreement and general sales and delivery conditions,
 - c) GSDC – this document, i.e. general sales and delivery conditions NPP,
 - d) Customer – natural person, legal person or an entity not having the status of a legal person, who signed or intends to sign an agreement with NPP,
 - e) Printing Proof – printout of an enlarged graphical design shown on a foil, whereas because of the differences in the base and technology some deviations are possible.
2. The following GSDC are an integral part of all offers proposed by NPP and agreements entered by NPP regardless their form.
3. GSDC, The conditions of contract listed under section 1 apply to each business relation between the customer and NORDENIA POLSKA POZNAŃ Sp. z o.o. irrespectively whether or not they have been referred to particularly when concluding the contract. The current version of the conditions shall be authoritative in any event and be either enclosed in the offer or sent to the customer.
4. Orders made by the Customer should indicate the date and (or) the number of the offer. Additionally an order specifies packaging type, amount, planned delivery date, means of shipment and other essential requirements together with a complete design (CD-rom with the design printout) and other requirements concerning the completion of an order.
5. An agreement is entered when an order placed by the Customer is confirmed by NPP in writing, by phone, fax or e-mail or when the supply is done without a separate confirmation. An order shall be executed on the conditions stipulated by NPP in the confirmation of the order.
6. On the day of entering the Agreement or before, the Customer is will submit to NPP the original or a certified copy of the following:
 - a) certificate from the register of companies – natural persons having their own business;
 - b) current excerpt from the National Register of Companies (KRS) – companies registered in KRS (in particular: partner companies, general partnerships, limited partnerships, limited partnership-joint-stock company, limited liability companies, joint stock companies, associations, funds);
 - c) Regon statistical number;
 - d) EU VAT Value Added Tax Identification Number together with a statement of VAT payer mentioned in § 2p6

§ 2. Prices.

1. All prices are in EURO and are understood as net prices, unless the parties have agreed otherwise. The prices do not include VAT, custom duties, other transportation costs and fees, costs of packaging, costs of insurance, and like, unless parties agree otherwise. These shall be added to the invoice.
2. The costs of preparation works (pre-press), costs of cylinder engraving, reproduction and cliché costs related to the order as well as other occasional expenses shall be added to the prime cost.
3. Additional costs of material (400rm/colour) and machine downtime (2hours since first print out is provided) created during print approval will remain as cost of NPP. Value of time and material exceeding agreed standards can be added to value of delivery. If mentioned cost will be created due to missed quality of cylinders or material those cost will remain as NPP cost.
4. The Customer declare to come to the seat of NPP for the acceptance of the specimen in a time agreed upon in writing. The costs of the machine shut-down resulting from the Customer's delay or the extension of the time of color corrections can be added to the order.
5. NPP prices are valid within not more than 3 months from the issue date of offer. In case within this period of time a change of price exceeding 3% occurs (whether decrease or increase), NPP shall be entitled to adjust offer prices accordingly. EURO exchange rate is understood as an alteration of the raw material price in PLN.
6. The Customer authorizes NPP to issue VAT invoices without the Customer's signature.

§ 3. Payment.

1. The Customer declare to pay for supply or sales within 30 days from the date of invoicing without a right to make any deductions, unless agreed upon otherwise. If the economic, legal or financial situation of the Customer deteriorates or if the Customer fails to observe the payment dates then NPP is authorized to make remaining supplies after a down payment by the Customer is made or a security or guarantee is laid down.
2. In case there is of a delay in payments NPP has a right to charge interests three times higher to the statutory interests. This shall not concern any other rights or claims of NPP on general conditions.
3. The Customer relinquish to hold in his/her possession any thing or hold any payment due to his claims towards NPP unless such claims prove to be indisputable or valid.
4. NPP has a right to charge the payments made by the Customer to balance the receivables of NPP that have been due for the longest period of time in the following order: procedure costs, interests, prime receivables. The Customer's indications as to any other way of charging the Customer's payments are not binding for NPP.
5. Transfer to any third party any Customer's receivables towards NPP due to the sales of supply of products may be done only after NPP agrees to it in writing.

§ 4. Withdrawal from the agreement.

1. The Customer has a right to withdraw from the agreement or execution from a given order on the condition that he covers the costs borne by NPP for their execution. In particular ordered film, pre-press, cylinder bases and engraving, trials and others.
2. The Customer declare to pay the above costs within 7 days since receiving the invoice or charging note from NPP.

§ 5. Completion of an order. Time of supply.

1. Completion of an order by NPP includes the following stages:
 - 1) Ordering foil from a raw material supplier – the delivery time of raw material, depending on the raw material type and dates currently confirmed by a supplier of the raw material
 - 2) Graphic processing including:
 - a) 10 working days for preparation of Printing Proof, measured from the reception of a complete art-work (from Customer)
 - b) 10 working days for preparation of printing cylinders' bases measured from the acceptance of Printing Proof by Customer
 - c) 10 working days for engraving of printing cylinders measured from the production of cylinders' bases by the cylinders' supplier.
 - 3) Depending on the foil structure up to 15 working days since cylinder are engraved and raw material is delivered for production and leaving the goods at the Customer's disposal in NPP's warehouse.
2. NPP has a right to make supplies in stages as well as to follow different specifications to those included in the orders, in particular when it comes to color differences from the Printing Proof, differences in foil width and thickness, its color and number, on the condition that these differences do not significantly hinder or make it impossible the use of goods according to its destination. and shall be given to the Customer for acceptance. The Customer has also a right to introduce changes from the Printing Proof.
3. The Customer declare to approve the quality of print, arrangement of elements and correctness of texts of a new design with a signature. A confirmed print is the final version annulling all the previous confirmations and materials. NPP stores „color standards” during the validity period of the above final version.
4. If the parties did not previously agreed upon the time of supply, the Customer will specify the time and place of supply within 2 days since the date of receiving from NPP the notification of the readiness to make the supply. If the customer does not indicate the date of the supply during 7 days since receiving the notification then NPP shall issue an invoice and make a supply to the nearest storehouse of the Customer. The Customer declare to cover the costs of storing starting from the eighth day since the date of receiving the above notification equaling 2,5€ for each square meter of the storing area used by the goods which were not collected. Additionally the Customer declare to cover the costs of ineffective supplies, insurance and fees connected with the storing of the goods which were not collected.
5. If the time of supply specified by NPP is not observed due to causes not resting on the side of NPP or its sub-suppliers (in particular in the case of force majeure), NPP shall specify a new time of supply, not sooner however than the above reasons causes cease to exist. In such case the Customer is not entitled to claim from NPP any compensation. In case of an inability to fulfill and obligation due to force majeure during the period of 2 months, each party may withdraw from the execution of an order.
6. If the delay in supply is caused by NPP, then the Customer is entitled to demand late fee for each full week of delay calculated in global sum to the equivalent of 1% of value of the delayed shipment whether full or partial and which shall not exceed 5% of the full value of order.

§ 6. Shipment, transfer of liability.

1. The shipment of goods takes place from the NPP factory in Dopiewo. Unless alternative agreement has been made, transportation cost shall be covered by the Customer.
2. Title and risk of loss shall pass from NPP to the Customer upon delivery.
3. In case delay in transportation or delivery has been caused by the Customer, the risk of loss of the contractual products shall pass from NPP to the Customer from the receipt of notification that the goods are ready for shipment.
4. The goods shall be put on a trays and labeled according to the Customer's requirements or in case there are no such requirements by the Customer in a regular way, and the packaging and labeling of the goods shall be done according to NPP standard.
5. Unless parties agree other, the pallets shall be returned. If within 2 months since the time of delivery the Customer fails to return the trays then NPP shall include their price in the invoice.

§ 7. Responsibility of inspection and warranty

1. If the Customer does not execute the right to accept the specimen during first print, this shall mean that the Customer waives the rights related to the guarantee and warranty as related to the correctness of the performed order.
2. The Customer shall be obliged to check the supplied goods thoroughly. The Customer shall notify NPP in writing of any detected defects within warranty period considering possibility to utilize by Customer a part of sort out quality goods. The Customer shall be responsible for unreported errors and defects or too late notification.
3. Defects in part of the shipment do not render the whole shipment improper.
4. NPP shall provide a quality guarantee for foils with cold seal lacquer for the period of 6 months, and for other foils a guarantee for the period of 12 months from the production date of the goods.
5. Customer complaints shall be based on a written notification which identifies defects in the foil delivered by NPP, on samples of the advertised goods, the description of the way in which the goods are to be stored and specifications of rolls with label descriptions.
6. Goods to which the complaint pertains shall be returned upon a visit of NPP's representative in the Customer's plant and upon a preliminary overview of the defects.
7. After previous notification of a delivery and NPP's permission, the Customer shall deliver the part of goods subject to complaint to NPP's warehouse. At the same time the Customer shall indicate the part of purchased goods that has already been used. A report shall be made for the examination and shall be submitted to the Customer
8. Quantity differences of +/- 10% in the ordered quantity or quality differences in foil/paper density +/- 10% are not subject to customer complaint.
9. NPP shall have the right to select the way in which the guarantee obligations shall be performed (repair of the goods with defects or replacement with goods free of defects). In such a case, NPP shall cover the costs of materials, workmanship and transport. Costs incurred due to unjustified customer complaints shall be borne solely by the Customer.
10. NPP shall not be liable for losses like lost profits or indirect costs.
11. Upon unsuccessful attempts to repair to replace the goods with goods free of defects, the Customer shall have the right to demand lower prices or the execution of the contract with retroactivity. If the contract covers multiple shipments or varied shipments, the demand for retroactivity shall pertain only to the part of shipment with defects. The Customer shall waive any other claims in relation to the above.
12. The Customer shall be entitled to block the payments only if the defects are indisputable and con-

firmed by NPP and if the blocked payments are reasonably proportionate to the value of defects.

13. The Customer shall be responsible for the use of delivered goods. NPP shall not be liable for losses incurred due to the use of delivered goods. The Customer shall hold NPP harmless of any possible claims against NPP put forward by any third parties.

§ 8. Reservation of title

1. The goods delivered shall remain the property of NPP until all receivables between the Customer and NPP are fully settled.
2. In case there be A/C, the Customer shall immediately notify NPP thereof.
3. The Customer shall have the right to continue the processing of delivered goods in the regular manufacturing process. However, he shall not have the right to claim the title thereof for security. If the goods are further resold, the Customer shall secure NPP's title to the delivered goods subject to the reservation of title.
4. The Customer hereby transfers to NPP his rights to his goods up to the value of the goods reserved for NPP. NPP accepts the transfer.
5. In case of further processing, alteration or unification or increase of the amount of the reserved goods through their combination with other goods not produced by NPP, the latter has a right to hold the title to the new manufactured goods according to the proportional value share of the NPP's goods in the new goods that were manufactured through combination, mix or unification with the new goods.
6. Cylinders remain the property of NPP. NPP is obliged to store them for the period of 6 months, counted from the day of their use for last production. After that period and in case of lack orders of particular design NPP has a right to use the cylinders' bases after removing the previous pattern.
7. After 6 month from last production Customer is entitle to purchase bases of cylinder and to rent warehousing space at NPP. Then cylinders' bases will remain a property of Customer.
8. Customer can resign from the right of property of bases and NPP declare to buy them considering last purchase/sales value

§ 9. Liability.

1. NPP shall be liable for any losses suffered by the Customer only if such losses are inflicted as a result of a serious breach of any contractual commitment by NPP or its sub-suppliers or cooperators.
2. Any liability for non-direct losses resulting from breaching contractual commitments such as: lost profits or any other indirect losses is excluded.
3. The limitation of liability refers also to the partners and cooperators of NPP.
4. NPP is not liable for breaching patents, reserved designs and other third persons' rights by the Customer as a result of ordering the goods.

§ 10. Miscellaneous.

1. Copyrights – the Customer is charged with the drawings, cliches, printing cylinders, forms, etc ordered by him, also if they are not used the Customer during the validity of the Agreement. Unless stipulated otherwise they are the property of NPP and the Customer cannot reclaim them both for

him or third persons.

2. Both the Customer and NPP shall keep in secrecy the conditions of the Agreements entered by them, unless revealing them is necessary according to the regulations or upon the request of proper authorities, with a reservation that the above conditions may be disclosed to the employees, tax and legal consultants and financing entities and potential investors.
3. If any provision of GSDC or the Agreement entered by the Customer and NPP is not valid because it breaches any provision of any legal Act it does not invalidate the remaining provisions of GSDC or the Agreement. In such case the parties shall jointly take necessary steps, in order to provide substitute provisions, aimed at achieving a similar economic goal to that of the provision that breaches any provision of any legal Act.
4. The provisions of the Civil Code apply in the matters not regulated by the these GSDC. The place of performance, the venue for legal disputes, the laws to be applied:
 - 1) The place of performance of the Agreement is the seat of NPP in Dopiewo
 - 2) Poznań shall be the venue for all legal disputes arising from the agreement;
 - 3) The laws of the Republic of Poland shall apply to all legal relations between the Customer and NPP.

Thank you for recognition of above General Sales and Delivery Conditions