

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

I. Definitions

1. The following terms and expressions used herein but not defined in the other provisions hereof shall have the following meanings:

"GTCSD"	shall mean these General Terms and Conditions of Sale and Delivery;
"Supplier", "ADAMS"	The company under the business name ADAMS Sp. z o.o. seated in Baranowo at Street Nowina 20 (62-081 Baranowo), National Court Register number 0000591581, VAT no. PL7811921223, and REGON No. [Company identification no.]: 363382434;
"Ordering Party"	shall mean (i) a legal person; or (ii) an organizational unit with legal capacity granted by law; or (iii) a natural person ordering the Goods;
"Parties"	shall mean the Supplier and the Ordering Party;
"Goods"	goods, products, batches of goods, raw materials, materials, packaging, etc. included in the ADAMS offer;
"Contract"	shall mean a contract for the sale of Goods or delivery of Goods concluded as a result of the Offer submitted by the Supplier and the Order placed by the Ordering Party;
"Inquiry"	shall mean invitation to submit a Price Offer;
"Offer"	shall mean a declaration made by ADAMS addressed to the Ordering Party in response to an Inquiry that may include information relating specifically to: product name / product code, price, dimensions, printing, design, description of Goods, terms of delivery, palletizing, costs. Price Offer is an offer within the meaning of Art. 66 of the Civil Code.
"Order"	shall mean the Ordering Party's statement of acceptance of the Supplier's offer;
"Delivery"	delivery or sale of the Goods ordered by the Ordering Party;
"Business Day"	shall mean any day from Mondays to Fridays, except for public holidays in the Territory of Poland and except for Saturdays and Sundays;
"Document form"	shall mean fixation of information on a carrier, allowing to read its content (e.g. e-mail, fax);
"Civil Code"	shall mean the Act of 23 April 1964 – Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended).

II. General Provisions

1. These General Terms and Conditions of Sale and Delivery shall set forth the rules for placing orders and concluding contracts between the Parties for the sale and delivery of the Goods offered by ADAMS. These GTCSD form an integral part of all Contracts concluded by ADAMS with the Ordering Party.

2. The provisions of the GTCSD shall be binding upon the Parties unless otherwise specified in the Contract between the Parties.
3. In case of any discrepancy between the provisions of the Contract and the GTCSD, the provisions of the Contract shall prevail.
4. The GTCSD excludes the possibility for the Ordering Party to use its own model contract forms, regulations or other general terms and conditions of contracts, unless otherwise agreed in writing under the pain of nullity.

III. Contract Conclusion

1. The agreement is concluded as the result of presentation of the Offer by the Supplier and placing the Order, with no reservations, by the Customer. The Offer may be preceded by the Customer's request for offer.
2. If there are any changes to the offer or any reservations are introduced to the Offer in the Customer's Order, the Agreement is concluded when the Supplier confirms the acceptance of the Order subject to the new terms and conditions. Failure to confirm such an Order means that the Agreement has not been concluded.
3. The Offer and the Order shall not be valid unless made in document form.
4. Art. 68² of the Civil Code shall not apply.
5. Items presented in the Price Offer shall remain valid for 30 days after its receipt by the ADAMS, unless stated otherwise therein.
6. Inquiries and Orders should be furnished to the ADAMS on Working Days:
 - a. by email (24 hours a day); or
 - b. by fax (24 hours a day); or
 - c. in writing.

IV. Price

1. The price indicated in the Price Offer includes the net price in PLN per unit / piece of Goods.
2. Depending on the provisions of the Price Offer, the costs of Delivery, i.e. the cost of transportation, packaging, palletising and preparing, if they are borne by the Ordering Party, may be included in the price or be expressed separately. The Price shall be binding upon the Parties and may not be changed unless the Parties otherwise agree in writing under the pain of nullity.
3. The price agreed by the Parties may be renegotiated if there are circumstances causing a material change in transport costs and production costs, in particular as regards: costs of raw materials, electricity, labor.

V. Terms of Delivery

1. Unless otherwise specified herein, the place of the Delivery shall be the Ordering Party's registered office.
2. The date of the Delivery shall each time be set forth in the Offer. If the Ordering Party wishes to receive the Delivery at any other time, the date proposed by the Ordering Party shall be confirmed by ADAMS.
3. Subject to section 4 below, the Parties may decide that the Delivery shall be made on the basis of the Ordering Party's release order confirmed by the Supplier. The decision as referred to in the preceding sentence, as well as the release order shall be in the form of a document on pain of nullity.
4. If the Deliveries are made according to section 3 above, ADAMS shall store the Goods for a maximum period:
 - a. 30 days - for unprinted packages,
 - b. 30 days - for packages with flexographic printing,
 - c. 90 days - for packages with offset printing,

starting from the day of production.

5. If the Delivery is not carried out within the period as referred to in section 2 or 4 above, ADAMS shall be entitled to issue an invoice for the packaging not collected within the period and to request the Ordering Party to release or collect the non-moving packaging within the period not exceeding five (5) business days. In case of the failure to comply with the request, ADAMS shall be entitled to transfer the undelivered Delivery to a third party providing warehouse space rental services for further storage at the expense and risk of the Ordering Party.
6. ADAMS shall attach to the Delivery a delivery document containing at least the Supplier's order number and a list of the delivered Goods and their quantities.
7. The Ordering Party shall confirm the receipt of the Delivery in the delivery document by the statement on confirmation of receipt of the Delivery, stamp of the receiving party, legible signature of the person collecting the Goods, date of collection of the Delivery, number of collected collective packages and number of received pallets, including the number of damaged pallets.
8. The Supplier shall deliver the Goods to the Ordering Party in quantities agreed individually between the Parties, subject, however, to possible quantity discrepancies in accordance with production tolerances:
 - a. up to 5000 pieces \pm 10%,
 - b. from 5000 to 10000 pieces \pm 7%,
 - c. over 10000 pieces \pm 5%.
9. The Supplier shall allow a manufacturing tolerance of the weight of 1 m² of the corrugated board surface of \pm 5%.

VI. Payment Terms

1. The payment for the delivered Goods shall be made following the Delivery within thirty (30) days from the invoice issuance to the Ordering Party, unless otherwise specified in the quotation or these General Sales and Delivery Terms and Conditions.
2. The Supplier shall issue an invoice to the Ordering Party immediately after issuing a delivery note.
3. The payment shall be made by bank transfer into the Supplier's bank account specified each time in the invoice issued. The date of payment shall be the date of crediting the bank account of ADAMS.
4. ADAMS may charge statutory interest for each day of late payment.
5. ADAMS may suspend the execution of orders in the event that the Ordering Party is in arrears with the timely payment of any of the invoices.
6. The ownership of the Goods shall be transferred to the Ordering Party upon payment and receipt of the Goods.

VII. Pallets

1. Unless otherwise agreed by the Parties, the Goods shall be delivered to the Ordering Party on EURO pallets 1200 * 800, pallets code 33.
2. In the case of Delivery of Goods using returnable pallets, they shall be prepared and submitted by the Ordering Party for acceptance by the Supplier immediately after delivery of the Goods. If the returned pallets are damaged or in a deteriorated condition, the Ordering Party shall be charged with a liquidated damages equivalent to the price of the pallet.
3. If the Purchaser fails to report the pallets for collection within 60 days of the Delivery Date, the Parties accept that the Purchaser has purchased pallets in accordance with the price list for pallets contained in the Price Offer. In such a situation, the ADAMS shall issue a separate invoice to the Ordering Party for the sale of pallets.

VIII. Tools and Designs

1. The production tools used to complete an Order and prepared at the expense of the Client shall be the property of the Client, unless the Parties decide otherwise.
2. The costs of initial preparation, i.e. production tools such as polymers and dies, shall be covered by the Ordering Party unless the Parties have agreed otherwise in the Contract.
3. Once the production tools are worn out, the Supplier shall be entitled to dispose of such tools and fabricate new ones at the Supplier's expense. The tool fabricated at Supplier's expense shall be the property of the Supplier.
4. If, after the completion of an Order, the Client does not intend to place any further Orders for the given goods, the Client may notify the Supplier by electronic mail of its intention to collect the production tools referred to in para. 1, used to manufacture these Goods. The Supplier shall make the collection of the aforementioned production tools possible to the Client within 7 days of the date of receipt of the notice regarding the collection of the production tools.
5. If the Client does not order a particular Product type within 1 year from the date of its last production, the Supplier shall be authorised to dispose of the production tools used to make the Product, after prior notice to the Client to collect them, to which the Client hereby agrees and waives all claims on this account. The Client shall communicate the intent to collect the production tools to the Supplier by e-mail 7 days in advance before the scheduled collection.
6. If the Supplier covers the preparation costs and the Ordering Party fails to order the declared amount of the Goods in a year, the Ordering Party will be charged proportionally with the preparation costs less the cost of consumption.
7. All technical drawings and graphic designs drawn up by ADAMS shall constitute its property, including the intellectual property.

IX. Storage Conditions of Goods

1. The Goods should be stored so as to protect it against moisture, dampness, stains, dirt and damage.
2. The Goods should be stored on pallets.
3. Storage air temperature should be 5 - 30°C.
4. The distance from heating devices shall ensure that the Goods are fully protected from drying out, deformation and loss of performance characteristics.
5. Storage humidity should be 30 - 70% RH.
6. If the temperature and humidity of the air in the warehouse do not correspond to the above values, the room should be air conditioned.
7. It is acceptable to stack the pallets originally secured after prior arrangement with Customer Service Department of the ADAMS.
8. The ADAMS shall not be liable for physical defects of the Goods caused by their improper storage by the Ordering Party.

X. Quality of the Goods

1. The packaging manufactured by ADAMS shall comply with all quality requirements arising under Polish and EU law. If the ordered packaging is to comply with other or additional requirements, *id est* arising under the law of the country of destination, in which it shall be used, the Ordering Party shall notify the Supplier of this fact in the Request for Tender or in the Purchase Order. In the event of the failure to do so, the Ordering Party shall indemnify and hold harmless the Supplier against all liability for any possible consequences resulting from the fact that the packaging delivered to the Ordering Party does not comply with the requirements as referred to in the preceding sentence.
2. The ADAMS quality standards shall constitute Appendix No 1 hereto.

3. The process of packaging production may be partly carried out in cooperation with qualified suppliers or subcontractors of ADAMS. In such a case, ADAMS shall be fully responsible for the quality of the final product delivered to the ordering Party, subject to the other provisions of these General Sales and Delivery Terms and Conditions.
4. The packaging manufactured by ADAMS shall not be intended for direct contact with food.

XI. Product defects complaint under statutory warranty

1. The Supplier is responsible for defects under statutory warranty, if identified within 6 (six) months from the date of Delivery. The Supplier's liability under statutory warranty shall be excluded after the expiry of the said period.
2. The Supplier's liability for defects under statutory warranty shall be limited to the obligation to:
 - a. replace the defective Goods with the same quantity of Goods free from defects, or
 - b. repair the goods, or
 - c. reduce the price of the defective goods, or
 - d. issue a correction invoice for the returned Goods.

The Buyer shall not have the right to file any further claims with this regard. The Buyer's right to withdraw from the Agreement is hereby excluded.

3. If the Goods supplied to the Buyer have any defects, in particular quality or quantity defects (which exceed the tolerances specified under Section V Item 6), the Buyer shall have the right to file a Complaint with the Supplier, observing the date specified above in Item 1.
4. To keep the statutory warranty rights, the complaint should be submitted to the Buyer in writing in the following timeframes:
 - a. with regard to the quantity of the Goods: promptly after the Delivery,
 - b. with regard to the quality of the Goods: promptly after the Delivery or within 10 working days from the Delivery date with regard to any complaints which could not have been identified at the time of Delivery.
5. The Supplier shall not be required to consider any complaints submitted with delay.
6. The complaint should specify the underlying reason (a detailed description of the defect with attached images / models of packaging) and data for identifying a specific delivery, in particular:
 - a. the name, quantity and code of the Goods,
 - b. the WZ number (Stock Issue Confirmation),
 - c. the date of Delivery,
 - d. the Order number.
5. Deliveries containing less than 0.5% of defective Goods in the delivered batch shall not be subject to any complaints.
6. ADAMS shall verify the grounds for the complaint within 14 business days from the date of filing the complaint, unless such verification requires the opinion of an expert appraiser. The Buyer shall make the Goods available to the Supplier in un-modified condition for the duration of verification.
7. ADAMS shall not be responsible under statutory warranty for any Goods manufactured according to the design or technological documentation received from the Buyer.
8. If a complaint is found to be justified, the selection of the method of removing the defect, as specified in Item 2 hereinabove, shall be at the Supplier's option. ADAMS shall have the right to refuse to remove the defect or supply Goods free from defects if the associated cost is disproportionately high.

XII. Liability

1. The liability for damaging, destroying or losing the ordered Goods shall be transferred from the Supplier to the Buyer upon their delivery.
2. The liability under statutory warranty shall be limited to the amount equivalent to 100% of the Agreement.
3. The Supplier's liability towards the Buyer shall be limited solely to the liability under statutory warranty, according to Section XI. The liability shall be excluded in the remaining scope, both in terms of contractual and tortious liability. In particular, the Supplier shall be indemnified towards the Buyer for any lost profits, contractual penalties and any other direct, indirect or consequential losses that the Buyer may or did suffer. The above liability limitation shall not apply to any damages caused by the Supplier on purpose.

XIII. Force Majeure

1. The Parties shall not be liable for non-performance or improper performance of the contract governed by these GTCSD if such non-performance or improper performance results from the occurrence of force majeure.
2. Force majeure shall be understood to mean an extraordinary external event, the consequences of which cannot be foreseen or prevented. In particular, force majeure shall include extraordinary forces of nature such as hurricanes, earthquakes, floods as well as wars, riots, radioactive contamination, epidemics, strikes and legislative acts or other situations rendering it impossible to perform contracts governed by these GTCSD.
3. A party claiming force majeure shall be obliged to immediately notify the other Party in writing, under the pain of nullity, of the conditions of force majeure, its nature, scope, and expected duration of such force majeure or removal of its consequences.

XIV. Final Provisions

1. The Parties accept that the term "in writing" or "written" or similar expressions used in these GTCSD shall mean written form under the pain of nullity, unless it is clear from the wording of a specific provision that the Parties have allowed a different form.
2. To matters not provided for herein, the provisions of the Polish law shall apply, in particular the provisions of the Polish Civil Code.
3. The Supplier reserves the right of ownership of any documentation provided to the Client in connection with performance of the Agreement, in particular, the technological documentation, including the objects of intellectual property rights established in it, especially any works within the meaning of the Copyrights and Related Rights Act of 4 February 1994 (consolidated text of the Journal of Laws of 2019, item 1231 as amended). Such documentation must not be made available to any third parties without prior written consent (written form under pain of being nullity) of ADAMS.
4. The Parties are obliged to keep confidentiality of the provisions of the Contracts governed by the GTCSD, as well as any information obtained, either directly or indirectly, in connection with the negotiations, the Price Offer, the Order, the conclusion and the performance of the Contracts, and in particular financial information relating to the other Party and information constituting a business secret, except for information which a Party is required to disclose in accordance with applicable law or the disclosure of which has been permitted by the other Party by way of prior written consent under the pain of nullity.
5. The rights and obligations under the Contract may not be assigned by the ADAMS to any third party without the other Party's prior written consent.

6. Any amendments or additions to the Contract shall not be valid unless made in the form prescribed in the Contract.
7. Any disputes that may arise between the Parties in connection with the conclusion or performance of the Contracts governed by the GTCSD shall be settled by the court having jurisdiction over the ADAMS seat.