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## General Sales and Supply Terms and Conditions

### § 1. GENERAL REGULATIONS

1. These General Sales and Supply Terms and Conditions, hereinafter referred to as the “GSSTC”, set out principles for sale and orders between CAST S.A., hereinafter referred to as the “Seller”, and an entity ordering products from the Seller, hereinafter referred to as the “Buyer”, hereinafter collectively referred to as the “Parties”.
2. For the purpose of these General Sales and Supply Terms and Conditions, the following definitions shall apply:
  - a) **Seller:** CAST S.A. with its registered office at ul. Ciernie 18b, 58-160 Świebodzice.
  - b) **Buyer:** a natural person carrying out business activity or a legal person or unincorporated business unit who or which is a counterparty to the sales agreement.
  - c) **Goods:** objects offered by the Seller and subject to a trade transaction between the Parties.
  - d) **Order:** an offer for the purchase of goods addressed to the Seller by the Buyer in the form set out herein.
  - e) **Order Confirmation:** the Seller’s statement containing a response to the order and providing for the final commercial terms and conditions of the transaction.
  - f) **Agreement:** a goods sales and/or service provision agreement entered into between the Seller and the Buyer, provided that special commercial terms and conditions are defined on case-by-case basis in the Order Confirmation, which prevails over these GSSTC.
  - g) **Force Majeure:** an external event which is independent of parties to the legal relationship and which could not be reasonably predicted and prevented by the affected party, and which prevents that party, permanently or temporarily, from exercising its rights or obligations, in particular those arising from the legal relationship, including, in particular: weather conditions, problems on the road or problems with a production machine, incidents connected with forces of nature, e.g. floods, large fires, volcano explosions, earthquakes or epidemics, circumstances connected with an unexpected way of conduct of population, like riots, general strikes or military actions, including wars, or with acts of public authorities, like import and export bans, blockades of borders and ports, as well as, for example, dispossession.
3. These General Sales and Supply Terms and Conditions apply to all sales agreements with those Buyers with which the Seller has not entered into a separate sales agreement excluding these GSSTC.
4. These General Sales and Delivery Terms and Conditions are available to the Buyers in the Seller’s website: [www.cast.pl](http://www.cast.pl).
5. The moment the Parties enter into the agreement, they are deemed to have accepted these General Sales and Supply Terms and Conditions.

6. If the Buyer does not accept the Seller's General Sales and Supply Terms and Conditions, it shall report that prior to placing any order.

## **§ 2. PURCHASE TERMS AND CONDITIONS**

1. The Buyer shall place an order for goods offered by the Seller in one of the following ways:
  - a. by sending an order by fax to the following number: +48 74 854 71 46;
  - b. by sending an order by e-mail to the following general e-mail address: [handlowy@cast.pl](mailto:handlowy@cast.pl);
  - c. by sending an order by e-mail to the direct e-mail address of one of employees of the Seller's Sales Department.
2. Every order shall include:
  - a. the Buyer's data (in particular: name, address, number in the National Court Register, VAT No.);
  - b. the precise address of delivery, if different than the Buyer's registered office;
  - c. the description of goods ordered: type, dimensions, weight and quantity;
  - d. the method of delivery;
  - e. a suggested delivery date;
  - f. contact data of the ordering person.
3. The order cannot be cancelled upon the confirmation of the order by the Seller. The Buyer shall collect the Goods shipped on the basis of the order. Otherwise, the Buyer shall be charged for the cost of transportation and storage of the goods ordered. No prepayment/advance payment made by the Buyer for the order shall be refunded.

## **§ 3. PAYMENTS**

1. The prices are given net and do not include VAT applicable as at the sales date.
2. The cost of delivery shall be agreed with the Buyer on a case-by-case basis when the order is placed.
3. The Buyer shall pay for the goods ordered within the payment due date specified in the invoice. The payment date shall be deemed to be a day on which the Seller's bank account is credited.
4. If the Buyer is late with the payment for the goods delivered, the Seller shall have the right to suspend further supplies until the payment of the whole debt with statutory default interest.
5. The complaint concerning the goods shall be without prejudice to the Buyer's obligation to pay the amounts due on time.
6. The Seller shall have the right to change prices of goods offered in order to adjust them to the existing market conditions. In that case, the Seller shall notify the Buyer by e-mail to the address specified in the order.
7. The Seller reserves the property right of goods until the whole price is paid by the Buyer.

8. The Buyer shall pay a pro forma invoice within 10 business days of the receipt thereof. Otherwise, the order shall be cancelled.

#### **§ 4. PALLETS**

1. The Seller shall keep a system register of returnable pallets. The register shall contain information about quantities and types of pallets and refer to each delivery document. At the Buyer's request, the Seller shall present the Buyer's present balance.
2. Depending on the Buyer's requirements, goods shall be delivered on the following types of pallets:
  - a. euro pallets (80 x 120) - returnable;
  - b. industrial pallets - non-returnable,
  - c. euro-like pallets (80 x 120) - non-returnable.
3. If the goods are delivered on EURO pallets by a carrier, the pallets shall be returned in the same way.

#### **§ 5. TERMS OF DELIVERY**

1. The Seller shall be responsible for consequences of delays in the delivery of goods as a result of circumstances caused by the carrier or forwarder.
2. The buyer shall confirm the acceptance of goods in one of the following documents: a certificate of acceptance, a copy of an invoice, a WZ document or a bill of lading. Having accepted the goods, the Buyer shall be deemed to confirm that there are no visible external defects.
3. Delivery dates given by the Seller while receiving the order from the Buyer shall be estimated and approximate and shall not be considered as a final deadline.
4. The Buyer acknowledges and agrees that given the technological conditions of stretch foil production, the thickness, width and weight of goods can differ from the ordered dimensions by no more than  $\pm 3\%$ . The weight of paper sleeves can differ within  $\pm 8\%$ .
5. The Buyer shall inspect the goods in terms of compliance of their quantity (number of pieces and weight) and quality (non-hidden defects) with the order as at the collection of the goods. In the event of irregularities in quantity, quality of external packaging, damages in transit or product type, the Buyer shall record those irregularities in the delivery document and immediately, however no later than within three (3) business days of the receipt of the goods, notify the Seller by sending a scanned document where the irregularity is recorded and photographic documentation reflecting and confirming the irregularity. All comments concerning the delivery shall be draw up in the presence of the driver that delivered the goods and signed by the driver in a legible way.
6. The Buyer shall be fully responsible to the Seller for damages arising from an unreasonable refusal of acceptance of the goods delivered to the Buyer.
7. The Buyer shall store and warehouse the goods in relevant conditions, i.e. in the dry and roofed place, on hardened surface, at the temperature of  $- 5^{\circ}\text{C}$  to  $+ 30^{\circ}\text{C}$ , and protect the goods against

weather conditions, in particular, the sun, humidity and precipitation. The goods shall be stored on the pallet protected with a cardboard divider.

## **§ 6. COMPLAINTS**

1. The complaint shall be made by e-mail in the complaint form, which is attached hereto as Appendix No. 1, and sent to the sales specialist being the Buyer's account manager, who will deliver the complaint to the Seller's Quality Department.
2. The Buyer shall provide the Seller with any and all information concerning defects in the goods, if any, within seven (7) business days of the receipt of the relevant information, however no later than within 3 months of the delivery date for FMNE stretch foils and 12 months for other goods. Upon the expiry of the above deadline, the Buyer's rights arising from the statutory warranty for physical defects shall expire.
3. The Seller shall be liable under statutory warranty for defects in accordance with these General Sales and Delivery Terms and Conditions. Any further liability of the Seller thereunder is excluded.
4. The Seller shall review the complaint if it refers to more than 3% of the goods under the order.
5. Within 14 business days of the receipt of a sample of the goods subject to the complaint, the Seller shall inform the Buyer how the complaint will be handled.
6. During the complaint procedures, the Buyer shall deliver a sample of the goods subject to the complaint at its own cost and provide all information that is requested by the Seller as necessary to handle the complaint.
7. In the case of foil rolls bought by number, a started roll shall not be subject to the complaint.
8. In the event the complaint is found legitimate, the Seller shall agree on the complaint handling method with the Buyer (adjustment of quantity or another form agreed with the Buyer).
9. The goods subject to the accepted complaint shall only be returned with the Seller's prior consent. In that case, the Seller shall collect the goods at its own cost from the place to which they have been delivered to the Buyer, unless the Parties agree on a different address of collection.
10. The goods subject to the complaint shall be collected upon the receipt of the certificate of complaint filled in and signed by the Buyer in the form attached hereto as Appendix No. 1, as well as photos of pallets prepared for return.
11. If the complaint provides for a price discount in relation to the goods, a corrective document to the invoice shall be issued upon the Buyer sending a signed certificate of complaint in the form attached hereto as Appendix No. 1.
12. If the tested sample is insufficient to handle the complaint, the Seller reserves the right to verify the goods in physical conditions, i.e. in the Buyer's enterprise. The details of the meeting shall be agreed with the Buyer.
13. All costs arising from defects in the goods, including, without limitation, the cost of re-packing and collection from final customers, shall only be payable by the Buyer.

14. The Seller shall not be liable for defects arising from inadequate storing/warehousing and using of the goods by the Buyer.
15. The Seller's liability to the Buyer for damages arising from the sale of defective goods shall be limited to the actual damage incurred by the Buyer up to the net value of the goods. If the goods subject to the complaint are returned, the Seller shall present the Buyer with the correction of an invoice for the actual quantity of the goods returned thereunder. In the case of products sold by number, the correction shall include full rolls. Any other liability shall be excluded, provided that the exclusion is consistent with absolutely applicable legal regulations.
16. The goods of incomplete value and discounted thereunder shall not be subject to complaint.
17. The complaint may be made solely with regard to original goods bought from the Seller. The goods that have been treated or processed shall not be subject to complaint.

### **§ 7. FORCE MAJEURE**

1. In the case of force majeure or any other unexpected or extraordinary circumstances and circumstances being beyond the parties' control, e.g. problems with materials, technical obstacles, strike, lockout, lack of means of transport, official interferences, power supply problems, etc., even if they refer to the first suppliers, the performance of the order shall be extended by the duration of the obstacle if it is difficult for the Seller to fulfil its obligations based on that order. If the order cannot be performed due to the above circumstances, the Seller shall be relieved from the performance of the agreement.
2. If the delay in the order exceeds 3 months, the Buyer shall have the right to withdraw from the agreement. If the performance of the order is prolonged or if the Seller is relieved from the performance of the agreement, the Buyer shall not request any compensation thereunder. The Seller shall have the right to rely on the above circumstances solely if the Buyer has been notified immediately, however no later than within 30 days of the occurrence.

### **§ 8. LEGAL REGULATIONS**

1. Business days are all days except statutory non-business days in Poland.
2. All matters not provided for herein shall only be governed by Polish law and all disputes hereunder shall be resolved by a Polish common court having jurisdiction over the Seller.

### **§ 9. MISCELLANEOUS**

1. These General Sales and Supply Terms and Conditions and sales and delivery documentation, including invoices, WZ documents, technical specifications, quality declarations, etc., shall form an entire understanding between the Parties with regard to the agreement entered into between the Seller and the Buyer.
2. These General Sales and Supply Terms and Conditions shall come into force as of 01.05.2023

3. The Parties agree that amendments to these General Sales and Supply Terms and Conditions made by the Seller shall not be subject to a written annex hereto and come into force as of their publication on the Seller's website: [www.cast.pl](http://www.cast.pl), without notice to the Buyer.
4. Legal relationships with the Buyer shall only be governed by Polish law.
5. If any of the provisions hereof or of the agreement is found invalid, illegal or unenforceable for any reason, the remaining provisions hereof or of the agreement shall be fully binding and effective as if they were in force without the illegal or unenforceable provision. Such provisions shall be replaced with relevant regulations of Polish civil law.
6. No rights arising from the agreement with the Seller or an order can be assigned to third parties without the Seller's prior written consent.
7. Having accepted these General Sales and Supply Terms and Conditions, the Buyer is deemed to have agreed that its personal data will be processed by the Seller and entities acting at the Seller's request in Poland and abroad in connection with the performance of agreements concerning the sale of goods offered by the Seller. The Buyer shall have all rights stemming from the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), including in particular the right to view and rectify its own data.
8. All matters not provided for herein shall be governed, respectively, by the Civil Code and the Act of 8 March 2013 on counteracting excessive delays in trade transactions (consolidated text: Journal of Laws No. 2022.893).
9. The Buyer shall immediately notify the Seller in writing of any change in its registered office or place of residence and address for service (including e-mail and fax, if given to the Seller). Otherwise, the notices made to the addresses specified in the order or agreements signed by the parties or any other commercial arrangements shall be deemed effectively delivered.