

**GENERAL TERMS OF SALES AGREEMENT
BIBP SP. Z O.O.**

I. DEFINITIONS

GTA – General Terms of Agreement – Regulations, which specify general terms of commercial relations between: Seller / Supplier and Buyer / Recipient;

SELLER – BIBP SP. Z O.O. [POLISH LIMITED LIABILITY COMPANY] duly organised and existing in accordance of the Polish law, having its registered office in Zator at ul. Stanisława Staszica 19, 32-640 Zator, Poland, registered in the District Court for Kraków-Śródmieście, 12th Commercial Division of the National Court Register under the number 0000502417, with the share capital of PLN 105,000, represented by the President of the Board Leszek Łysoń, NIP [Tax Identification Number]: 549-243-75-89, REGON [Business Statistical Number]: 123070407; hereinafter referred to as the Supplier;

BUYER – Business entity or natural person purchasing the Goods from the Seller in accordance with the GTA; otherwise referred to as the Recipient, the Purchaser, the Contractor, the Client;

GOODS – Articles and products manufactured and sold by BIBP SP. Z O.O.;

II. SALE OF GOODS

1. The Buyer acknowledges that these General Terms of Agreement form an integral part of any sales or delivery agreement concluded with the Buyer by the Seller. The Buyer shall be deemed to be in a continuing business relations with the Seller, who approved the GTA at the time of the first order, accepts the GTA for all regular orders, deliveries and sales agreements, until its content is changed. The current version of the GTA is publicly available at: www.bibp.pl;

2. The sale of goods is carried out on the basis of written order (letter, e-mail) in person or in the case of regular commercial contacts on the on the basis of a telephone order;

3. The following information should be included in the order placed by the Client:
– The type of goods, its quantity and planned delivery or collection dates
in the case of framework orders
– Company identification data
– Method of delivery of goods (shipment / collection in person);

4. The Seller, on the basis of the placed order and after analysis the possibility of realisation, prepares the confirmation of order acceptance for the client. The sales/delivery of goods agreement is only deemed to have been concluded upon order confirmation by the Seller. The confirmation contains the current price for the goods. The price is a net price to which 23% of VAT should be added. Delivery terms are normally defined as EXW; unless the offer presented indicates otherwise. In the case of shipment of goods, the Seller shall determine the cost of shipment depending on the destination and size of the load. Failure by the Buyer to respond in writing within 2 working days of receipt of the sales order confirmation is tantamount to consent to the execution of the order and acceptance of the General Terms of Sales Agreement;

5. The Seller shall specify in the order confirmation the quantity tolerance in relation to the quantity of goods ordered within +/- 10% limits;

6. Cancellation by the Buyer of all or part of the order after the conclusion of the sales agreement, as well as the introduction of changes to the order that are not the Buyer's resignation from the entire or part of the order after concluding the sales agreement, as well as introducing changes to the order which are not possible to carry out (due to manufacturing the product, ordering raw materials for a given production) shall not be taken into

consideration.

In the case of cancellation of an order by the Buyer after its confirmation

(for reasons not attributable to the Seller), the Buyer shall be obliged to pay for raw material prepared under the order.

Payment by the Buyer for the raw material prepared to order does not exclude or limit the Seller's right to claim damages exceeding the amount of the payment;

7. The Seller undertakes to protect the personal data of its clients in accordance in accordance with applicable laws in this regard.

III. METHOD, TERMS AND DEADLINES FOR DELIVERY

1. Ordered goods in stock shall be shipped within 2 working days from the date of order confirmation by the Seller, unless the individual agreement provides otherwise.

2. For each shipped/received goods, a Delivery Note is attached as well as the manufacturer's recommendations concerning the proper use of the product. The invoice is sent by email to the email address provided by the client. The Buyer, concluding an agreement with the Seller hereby agrees to use electronic invoices pursuant to Article 106n section 1 of the VAT Act. Only when the client indicates that they do not accept invoices sent electronically, the invoice is sent by post to the indicated address.

3. In the case of collection in person, the Seller shall prepare the ordered goods for collection at an agreed time and place.

4. The Buyer is obliged to examine the goods immediately upon receipt for conformity with the order. They are obliged to inspect, in particular, the condition of the shipment, quantity and assortment of the delivered goods, and immediately report any reservations in this respect in writing to the carrier and the Seller, as well as complete a damage report and take photographic documentation.

5. Failure to raise objections by the Buyer immediately upon receipt of the goods shall be deemed an acknowledgement of correct delivery.

6. The Seller takes full responsibility for the goods:

a) In the case of an order with transport, until the goods are delivered to the previously indicated address, but before unloading begins.

b) In the case of goods collection with the Buyer's own transport, until completion of loading; the Buyer is obliged to check whether the consignment has not been damaged during transport. In the case of suspected damage, it is required to write-off, at the time of delivery, in the presence of the courier, a report on of poor condition of the shipment. In the absence of such report a claim for damage in transit will automatically not be recognised.

7. The Seller shall not be liable for any delay in delivery caused by the carrier.

8. If the completion date is not met by the Seller as a result of force majeure, the Buyer shall not be entitled to compensation. Events defined as force majeure include, but are not limited to:

a) natural disasters,

b) strikes,

c) breaks in the operation of the plant not attributable to the Seller,

d) breaks in the supply of raw materials necessary for production not attributable to the Seller;

9. In the case of a delay in the delivery of the goods, which is independent of the Seller, the term of the order shall be extended by the duration of the obstacle preventing the Seller from the execution of the order in a timely manner. In the case of delay in delivery of goods the Seller shall inform the Buyer of the reason for the delay and the new expected completion date of the order.

10. The Buyer acknowledges that in the case of sea freight and

air transport the initial price quoted may differ from the actual price for transport. Therefore, if the price of transport increases by more than 5%, then the difference between the initial price specified in the offer and the current price is paid by the Buyer.

IV. PAYMENT TERMS AND DATES

1. The payment date shall be the date of crediting the account.
2. The first two transactions are carried out against payment or cash on delivery, unless individual arrangements provide otherwise.
3. In the case of failure to meet the payment deadlines, the supplier has the right to assign the overdue amount on the basis of an assignment of receivables agreement to a debt collection company, suspend the execution of orders and refuse permission for payment by bank transfer.

V. RETENTION OF TITLE

1. The delivered goods shall remain the property of the Seller until the Buyer has paid the entire amount due. These goods may not be pledged or otherwise encumbered.
2. In the case of breach of the agreement by the Buyer, in particular in the event of delay in payment, the Seller shall be entitled to set an additional final date for payment to the Buyer and in the case of its ineffective expiry, the Seller shall be entitled to submit notice of withdrawal from the sale/delivery agreement and to request the return of the goods.
3. In the case that the Buyer modify the product, the retention of title by the Seller shall be transferred to the modified product. In the case of reworking, combining or mixing the goods with another product, the Seller shall acquire the right of co-ownership in the newly created goods in such a proportion as results from the ratio of the value of the new goods to the value resulting from the sales invoice (including VAT). The retention of title shall apply to the modified product to the same extent as to the original one. In the case of combination or mixing with the principal product, it shall be deemed agreed that the Buyer shall transfer joint ownership of the goods to the Seller and this right secures.

VI. PRODUCT QUALITY GUARANTEE

1. With each delivery of goods, the Buyer receives a product quality certificate (sent by e-mail together with the invoice). The Seller confirms that the delivered goods conform to the mutually accepted Technical Data Sheet (TDS) and the Declaration of Conformity for packaging products.
2. The Buyer is obliged to know the parameters and intended use of the ordered goods. The Supplier shall not be held responsible for any use of the product other than for its intended use (the manufacturer's recommendations for the proper use of the product are included with the delivery of the product).
3. The Seller gives a written warranty for their products counting from the production date. Its duration depends on the type of product and its intended use. Detailed arrangements are contained in the Technical Data Sheet (TDS).
4. Product quality control is performed in accordance with PN-E2859 [ISO 2859-1: 1999 + AC1: 2001 (E)] with an acceptable quality limit AQL of 1.5 at the general control level-II.

VII. COMPLAINTS

1. Complaints are processed by sending complaint notification form to the address of Customer Service Centre ms@bibp.pl or bok@bibp.pl;

2. Such notification should include a description of the issue together with full identification data of the advertised product (imprint on the surface of the bag) and photographic documentation. In the case of any reservations as to the goods received, the Buyer shall be obliged to immediately guarantee to the Seller the possibility of checking the goods subject to complaint. The Buyer is also obliged, at the Seller's request, to send samples of the defective product in order to analyse the causes. The complaint processing time is 14 working days after samples delivery.

VIII. RETURNS OF ORDERED GOODS

1. In the case of the return a full-quality goods, please contact the Seller and confirm such possibility;
2. The decision as to whether the goods can be returned rests solely with the Seller. The Seller can only accept undamaged and unused goods. It does not accept goods manufactured to the Buyer's special order;
3. The return of goods shall be documented by issuing a correction invoice;
4. Transport costs for returned goods shall be borne by the Buyer.

IX. FINAL PROVISIONS

1. In the case of a possible dispute, the Buyer and the Seller undertake to use their best endeavours to resolve such disputes amicably through direct negotiations. The court of competent jurisdiction shall be the court having the jurisdiction over the Seller's registered office;
2. Sales/delivery agreements are subject to the jurisdiction of the laws of the Republic of Poland.
3. In the case that any provision of this GTA is found to be contrary to applicable law or is found to be invalid or unenforceable pursuant to a decision of a competent court, the validity and effectiveness of the remaining provisions shall not be affected validity and effectiveness of the remaining provisions. In such case, the parties undertake to amend the provision accordingly the parties undertake to amend the stipulation in accordance with the previous intention of the parties.
4. This GTA apply to agreements concluded as of The General Terms shall remain in force until revoked or amended.