

Section 1: Scope, general provisions

1. These General Terms and Conditions for Deliveries and Services (hereinafter "Terms of Delivery") shall apply to any and all deliveries and services, including ancillary services (hereinafter: "Delivery / Deliveries"), provided by Mauser Poland sp. z o.o., unless it is explicitly specified that other general terms and conditions shall apply (hereinafter "MAUSER"). Mauser does not acknowledge any conditions of the Contracting Partner, which deviate from or complement these Terms of Delivery, unless MAUSER explicitly agrees to the validity of such conditions in writing. These Terms of Delivery shall also apply in full if MAUSER executes Deliveries to the Contracting Partner in knowledge of deviating or complementing conditions of the Contracting Partner without any reservation.
2. These Terms of Delivery shall only apply in relationships with entrepreneurs in terms of Art. 43¹ of the Polish Civil Code, legal entities governed by public law and special trusts under public law (in these Terms of Delivery referred to as "Contracting Partner").
3. These Terms of Delivery shall apply within the scope of an ongoing business relationship also to any and all future transactions with the Contracting Partner without the need for an explicit declaration in each case.
4. MAUSER reserves the right to modify these Terms of Delivery which have become an integral part of the contract. Any modification of these Terms of Delivery shall become an integral part of the contract concluded by and between MAUSER and the Contracting Partner, if
 - a) MAUSER has notified the Contracting Partner of the modification in writing; and b) the Contracting Partner has not objected to the modification in writing within two weeks following the reception of the modification notification, in which reference is made to the consequences of any failure to object.
5. The INCOTERMS valid on the day of the conclusion of the contract shall apply to any interpretation of trade terms.
6. To the extent, that these Terms of Delivery refer to any written form requirement, text form specified in Art. 77² in connection with Art. 77³ of the Polish Civil Code shall be sufficient for the written form requirement, unless explicitly otherwise agreed upon.

Section 2: Offer, Order, Conclusion of Contract

1. Offers of MAUSER are without engagement and obligation.
2. The required quality and nature of the goods shall be indicated with sufficient precision in each order. MAUSER shall not be liable for mistakes, delays in delivery and damages which are caused by incomplete or imprecise detailed information contained in the content of the order (such as "as supplied before").

MAUSER provides information and recommendations regarding packing products to the best of its knowledge, but does not warrant the correctness of such information. The Contracting Partner shall examine whether the packaging produced by MAUSER is suitable for a given material. This shall, in particular, apply to hazardous materials. MAUSER advises the Contracting Partner hereby to commission a certified MAUSER inspecting authority with the execution of an appropriate suitability test.

3. Reconditioned, i.e. recycled goods, are not to be considered equal to new goods in terms of quality. Reconditioned goods are used, recycled goods, which might also contain other used packaging components (e.g. marking plates, crossbeams, as well as corner protectors). The Contracting Partner is obliged to check the suitability of the reconditioned goods delivered by Mauser, including the respective packaging components, for their intended use in advance.
4. Mauser shall be entitled to deliver a version of the ordered goods, whose construction has been modified, without having to inform the Contracting Partner of this separately, provided that the modification does not affect the usual utility value.
5. Any and all information provided in offers, order confirmations and other documents regarding measures, volume capacity, and weights include the usual tolerances, even if this is not explicitly indicated. The provisions of the German Institute for Standardization (DIN) shall apply to material thickness and quality.
6. Offers and declarations within the scope of the preparation for the conclusion of a contract shall only be valid if made in writing.
7. Any and all agreements made between MAUSER and the Contracting Partner in connection with the formation of the contract shall be made in writing. Any oral agreements prior to or during the conclusion of the contract shall not be binding.
8. Within the scope of framework agreements, MAUSER is only obliged to deliver if an individual executive agreement has been concluded. Cancellation of a purchase order by the Contracting Partner requires MAUSER's acceptance, provided that MAUSER is not obliged in any way to accept the Order cancellation.

Section 3: Conditions regarding Deliveries, Delivery

Periods, Delay in Delivery, Default of Acceptance

1. MAUSER shall be entitled to carry out partial shipments and services to the extent that is acceptable for the Contracting Partner.
2. The weights and lot sizes determined by MAUSER upon dispatch shall be decisive for the completeness of the Delivery.
3. In case of the delivery of several items, tolerances do not apply to individual items or a subset. MAUSER is entitled to make excess or short deliveries to the extent customary in trade.

4. Execution of the delivery by MAUSER depends on the completeness of its own deliveries in due time.
5. Delivery periods begin on the date of the order confirmation by MAUSER, but not prior to the clarification of all order details (such as amount, nature, specification, place of delivery etc.). If MAUSER issues an order confirmation following a purchase order of the Contracting Partner, which contains a delivery period, MAUSER shall be bound to the delivery period defined in the purchase order if MAUSER has quoted it in its order confirmation.
6. The date of the notification of readiness for shipment shall be decisive for the compliance with an agreed delivery period.
7. Any events of force majeure which concern MAUSER, a supplier or subcontractor of MAUSER, such as natural disasters, civil unrest, war, strikes, accidents, governmental orders, third party interference etc., postpone the delivery periods by the duration of the hindrance caused by the force majeure event plus a reasonable start-up time, without entitling the Contracting Partner to assert any compensation claims against MAUSER in connection with the occurrence of force majeure. Any and all unavoidable events which unreasonably complicate the Delivery or make it impossible, and which MAUSER could not avert despite reasonable care according to the circumstances of the individual case, such as lack of raw material or supplies, machinery breakage, lack of energy, obstruction of routes, unless they are only of a short term duration, shall be equal to such events of force majeure – even if they concern a supplier or a subcontractor of MAUSER. MAUSER will notify the Contracting Partner of the occurrence of a hindrance caused by a force majeure event or an equated event. If the hindrance takes longer than 3 months, the Contracting Partner's claims against MAUSER are excluded pursuant to Section 3 Subsection 7.
8. In the event of a delay of the Delivery, MAUSER's liability shall be governed by the statutory law subject to the following provisions: The claims for damages of the Contracting Partner due to delay shall be limited to 0.5% of the net order value of the delayed Delivery for each full week of delay, not to exceed a total of 5% of such net order value. This limitation shall not apply in case of intent or gross negligence. Irrespective of its right of rescission due to a defect pursuant to Art. 560 § 1 of the Polish Civil Code, the Contracting Partner shall only be entitled to rescind the contract due to the non-delivery or delayed delivery by MAUSER if MAUSER is at fault.
9. The Contracting Partner's default of acceptance or violation of other obligations to cooperate entitles MAUSER to claim the resulting damage, including covering additional

expenditures, unless the Contracting Party is not at fault for the default of acceptance or its obligations resulting from the cooperation.

Section 4: Prices, Payment Terms

1. Prices of MAUSER are calculated "ex works" (EXW), plus possibly payable statutory value added tax (VAT). Costs for transport, insurance, storage or external inspection are not included in the agreed prices.

The Contracting Partner shall reimburse any taxes, tariffs or any other fees in connection with the Delivery abroad, which MAUSER has to bear.

2. Any amounts invoiced by MAUSER are due for payment without deduction within 30 calendar days as of the invoice date. Unless otherwise agreed upon, payments shall be made by bank transfer.
3. The deduction of a discount is only allowed if explicitly agreed upon in writing.
4. The moment of crediting the bank account of MAUSER shall be decisive for the timeliness of the payment.
5. If the Contracting Partner is in default with the payment of amounts due, MAUSER shall be entitled to claim default interest at the rate of maximum interest. MAUSER expressly reserves the right to pursue further and complementary claims.
6. In case of a delay in payment of a claim arising from a contract concluded with the Contracting Partner, MAUSER shall, irrespective of other rights, be entitled to make due immediately all claims arising from such contract, to demand appropriate securities and to make the execution of still outstanding deliveries subject to the provision of an adequate security.
7. If, following the conclusion of the contract, a significant deterioration of the Contracting Partner's financial circumstances becomes apparent, which jeopardizes the claims of MAUSER, in particular, in case of a suspension of payments or a petition to open insolvency or restructuring proceedings against the assets of the Contracting Partner, MAUSER shall be entitled to request a security from the Contracting Partner. Should the Contracting Partner fail to provide a security within a reasonable period granted, MAUSER shall – irrespective of any other rights of rescission – be entitled to withdraw from the contract.

Section 5: Transfer of Risk

1. Risk of unintentional damage or loss of the Goods shall pass to the Contracting Partner, unless otherwise agreed upon, at the moment of notification on the readiness for shipment, at the latest when the Delivery leaves the supply plant.
2. Should MAUSER assume the settlement of transport damages against the carrier or the insurance company on the basis of a separate agreement, the Contracting Partner is obliged to immediately submit to MAUSER an assignment declaration and the waybills, together with an assessment of damages, in accordance with the statement of facts.
3. If the parties agreed on free delivery to destination, the transfer of risk pursuant to Subsection 1 of this Section 5 shall remain unaffected. In this case, MAUSER only collects the freight charges from the Contracting Partner. Even if the parties agree on a different INCOTERM than EXW, the transfer of risk pursuant to Subsection 1 of this Section 5 shall remain unaffected.

Section 6: Defects

1. If the Delivered Goods are defective at the time of transfer of risk, MAUSER is, at its own choice, entitled to remedy the defect or to deliver a replacement to the Contracting Partner (hereinafter "Supplementary Performance").

Should the Supplementary Performance be defective as well, the Contracting Partner shall be entitled to reduce the price or to rescind the contract. The Contracting Partner's claims for damages and compensation of expenses are subject to Section 7. Any further rights of the Contracting Partner shall be excluded.

2. The Contracting Partner shall only have rights to pursue claims arising from a material defect if the Contracting Partner notifies MAUSER in writing of the material defect immediately after receipt of the Delivery. Material defects, which cannot be discovered in the course of an ordinary inspection of received goods, shall be reported to MAUSER in writing immediately after their identification, otherwise the Delivery will be deemed as VAT-free. This provision shall not apply to contracts for construction works and services and if the defect was fraudulently concealed.
3. Place of performance of the Supplementary Performance is the supply plant of MAUSER where the Delivery derives from. MAUSER shall not be obliged to reimburse any shipping charges which were borne by the Contracting Partner as expenses for the purpose of the Supplementary Performance, to the extent that they are increased because the Delivery was transported to a different place than the initial place of destination of the Delivery.
4. The following circumstances rule out the possibility of finding a defect: a) if the Delivery was modified by the Contracting Partner or any other third party commissioned by the Contracting Partner after the transfer of risk, unless the defect was not caused by the modifications; b) if maintenance or repair work was not carried out properly, unless the defect was not caused by the improperly executed maintenance or repair work; or c) in case of minor hue errors and any other minor external impairments, such as flash rust.
5. Any information about the product life duration provided by MAUSER shall not be deemed to constitute warranted characteristics, a warranty or guarantee or a prolongation of the limitation period of defects.
6. In deviation from Section 6 Subsection 1 and subject to the provisions regarding any liability for damages and reimbursement of expenses set forth in Section 7, claims based on defects are excluded with regard to goods sold as used, i.e. reconditioned goods.
7. Unless agreed upon otherwise, MAUSER shall only be obliged to make Deliveries which are free of industrial property rights and copyrights held by third parties (hereinafter "Intellectual Property Rights") in the country of the place of delivery. Any rights of the Contracting Partner arising from infringements of Intellectual Property Rights shall be excluded, insofar as the Contracting Partner is at fault for the infringement of Intellectual Property Rights or if the Intellectual Property Rights are infringed upon as a result of special requirements laid down by the Contracting Partner. Moreover, MAUSER shall be liable for infringements of Intellectual Property Rights and any other defects of title resulting from the Subsections 1 and 3 to 5 of this Section 6.

Section 7: Liability for Damages and Reimbursement

of Expenses

Subject to Section 7 Subsection 4, the following provisions shall apply in case of MAUSER's liability for damages and reimbursement of expenses, irrespective of the legal grounds (violations of obligations, contract, indemnity, tort etc.):

1. MAUSER shall be liable without limitation and in accordance with the statutory provisions in case of intent and gross negligence, in case of culpably caused injury to life, limb or health, in accordance with the regulations concerning liability for dangerous products, as well as in the event of breach of material contractual obligations
2. In case of an infringement of essential contractual obligations, i.e. such obligations, whose infringement endangers the purpose of the contract and on the observation of which the Contracting Partner may duly rely on, MAUSER's liability shall be limited to the foreseeable, typical contractual damages, if and to the extent that MAUSER is not liable, unless in case of intent or gross negligence, in case of culpably caused injury to life, limb and health, in accordance with the provisions concerning liability for dangerous products.
3. In case of an infringement of non-essential contractual obligations, MAUSER's liability shall be excluded, unless in case when the damage is a result of intent or gross negligence, in case of culpably caused injury to life, limb and health or in accordance with the provisions concerning liability for dangerous products.
4. To the extent that MAUSER's liability is excluded or limited, this shall also apply to the respective personal liability of the executive bodies, representatives, employees, and proxies of MAUSER.

Section 8: Reservation of Ownership

1. MAUSER reserves ownership in any and all goods delivered by MAUSER (hereinafter "Reserved Goods"), until the complete satisfaction of any and all claims of the Contracting Partner against MAUSER.
2. If the Contracting Partner infringes its contractual obligations, in particular in case of delay in payment, MAUSER is entitled to take the Reserved Goods back. MAUSER's act of taking back the Reserved Goods does not constitute a rescission from the contract, unless MAUSER explicitly declares to rescind the contract in writing. MAUSER is entitled to dispose of the Reserved Goods it has taken back; the earnings from the disposal – minus reasonable disposal costs – shall be offset against the receivables of MAUSER towards the Contracting Party.
3. The processing or transformation of the Reserved Goods by the Contracting Partner will always be executed for MAUSER as manufacturer in terms of Art. 193 of the Polish Civil Code, without creating any obligation for MAUSER. If the Reserved Goods are processed together with items not belonging to MAUSER, MAUSER obtains co-ownership in the new items in the ratio of the invoice value of the Reserved Goods to the other processed items at the time of processing. Co-ownership rights of MAUSER, pursuant to this provision, shall be deemed as "Reserved Goods".

4. Should the Reserved Goods be inseparably combined or intermixed with other goods, which are not property of MAUSER, MAUSER shall acquire co-ownership of the new item at the ratio of the value of the Reserved Goods to the other combined or intermixed goods at the time of combination or intermixture. If the combining or intermixing is carried out in a way that the property of MAUSER disappears due to the processing or intermixture, the Contracting Partner assigns MAUSER co-ownership in the new item, already at this moment, at the ratio of the value of the Reserved Goods to the other combined or intermixed goods at the time of the combination or intermixture. The Contracting Partner shall store the created co-ownership for MAUSER. Co-ownership rights of MAUSER pursuant to this provision shall be deemed as "Reserved Goods".
5. The Contracting Partner shall immediately notify MAUSER in writing in case of seizure or directing claims by third parties in relation to the Reserved Goods.
6. The Contracting Partner is entitled to resell the Reserved Goods in the ordinary course of business; however, already at this moment, the Contracting Partner assigns to MAUSER any claims against its purchasers from the resale of the Reserved Goods. If the Reserved Goods are sold together with other items, which are not property of MAUSER, the assignment of the claim from

the resale is limited to the invoice value of the Reserved Goods. In the event of a resale of Reserved Goods, in which MAUSER holds co-ownership rights, the assignment of the claim is limited to the value of the co-ownership shares.

7. The Contracting Partner is entitled to collect the claims from the resale of the Reserved Goods.
8. MAUSER shall be entitled to revoke the authorization to resell the goods and to collect claims from the resale if the Contracting Partner is in delay with payment, or if, following the conclusion of the contract, a significant deterioration of the Contracting Partner's financial circumstances becomes apparent, which jeopardizes a claim of MAUSER, in particular in case of a suspension of payments or a petition to open insolvency or restructuring proceedings against the assets of the Contracting Partner. In such cases, MAUSER may request the Contracting Partner to inform MAUSER immediately about the assigned claims and the respective debtors, provide any and all information necessary to collect the claims, hand out the corresponding documents, and inform the debtors of the Contracting Partner about the assignment.
9. MAUSER undertakes to release the securities MAUSER is entitled to upon request by the Contracting Partner to the extent that the realizable value of the securities exceeds the secured claims by more than 10%.

Section 9: Refusal of Performance, Retention, Set-off, Warranty

1. The Contracting Partner shall not be entitled to assert a right of retention, to refuse performance, or to a set-off against a claim of MAUSER, unless the counterclaim of the Contracting Partner is undisputed or has been validly decided by a final and non-appealable decision.
2. The parties to the contract agree that the warranty for physical defects of the sold goods shall be excluded.

Section 10: Data Privacy

MAUSER hereby informs that personal information (such as the name, occupational title, industry sector or business designation, phone number and email address) of the Contracting Partner or their employees will be saved in order to establish, execute, or terminate any contractual or similar obligations with the Contracting Partner.

Section 11: Place of Jurisdiction, Place of Performance, Applicable Law, Language, Severability

1. Place of jurisdiction for any and all disputes arising out of or in connection with the contract shall be the court competent for the registered office of MAUSER. However, MAUSER shall also be entitled to pursue claims against the Contracting Partner at the place of general jurisdiction of the Contracting Partner or before any other competent court.
2. Place of performance is the place of business of the supply plant of MAUSER, where the Delivery derives from.
3. Any and all legal relations between MAUSER and the Contracting Partner shall be exclusively governed by the Polish law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Should one or several provision(s) of these Terms of Delivery or of the contract be or become invalid, the validity of the remaining provisions shall not be affected. The Parties undertake to replace the invalid provision with a provision that best corresponds to the economic purpose of the invalid provision and the will and intentions of the Parties.