

General terms and conditions of cooperation

1. The terms used (both singular and plural) in these general terms and conditions shall have the following meaning: GTCs - these general terms and conditions of cooperation; KAMIX (the Supplier) - KAMIX OPAKOWANIA Borysewicz i Wspólnicy Spółka jawna seated in Toruń at the following address: ul. Wapienna 6/8, 87-100 Toruń entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Toruń, 7th Commercial Division of the National Court Register at the National Court Register No. (pol. KRS): 0000904363, Statistical Id. No. (pol. REGON): 34020960400000, Tax Id. No. (pol. NIP): 34020960400000; Customer - an entity entering into an agreement with KAMIX; Parties - KAMIX and the Customer; Agreement - an individual agreement or a framework agreement concluded by the Parties in order to perform the delivery of Goods, based on an Order placed by the Customer and confirmed by KAMIX; Goods - commercial goods which are covered by the Agreement concluded with the Customer; Order - an order placed by the Customer for Goods supplied by KAMIX.
2. These GTCs shall apply from 1 July 2021 and shall be an integral part of all Agreements concluded by KAMIX with Customers upon this date. The Customer may individually agree with KAMIX on terms and conditions of cooperation other than these GTCs. It may only be made in writing, in particular in the framework agreement, otherwise being null and void. If the Customer uses its own model agreement, the provisions of these GTCs exclude the application of conflicting provisions of the model used by the Customer.
3. In order to deliver Goods to Customers, KAMIX shall enter into Agreements with them. Agreement shall be concluded as a result of the Customer placing an Order in response to the Supplier's offer. In the case of any discrepancy in the Customer's order with the submitted offer, the Agreement shall be concluded only when the Supplier confirms that this Order is accepted with changes. Failure to confirm such an order shall mean that the Agreement has not been concluded.
4. Any settlements, assurances, promises or guarantees made orally by KAMIX in connection with the conclusion and/or performance of the Agreement shall not bind the Parties.
5. If KAMIX does not respond to the Order, it shall mean that the Order has not been accepted for processing (the Order may not be accepted tacitly/implicitly for processing).
6. The Customer may revoke the Order placed no later than within 24 hours from the date on which KAMIX has confirmed to accept the Order for processing. In the case of cancellation of the Order, KAMIX may charge the Customer a handling fee of 30% of the value of the cancelled Order.
7. The Customer shall be obliged to provide KAMIX with all the information required for the proper delivery of Goods by KAMIX. KAMIX shall also not be liable for the completeness, truthfulness and legality of such data, information, materials or media provided by the Customer.
8. The delivery of Goods can take place directly from KAMIX or from KAMIX's contractors, whereby in the latter case a VAT invoice for the Goods ordered by the Customer shall be issued by KAMIX. The costs of unloading the Goods shall be borne by the Customer. The risk of damage and/or loss of the Goods shall pass from KAMIX to the Customer when they are made available for unloading.
9. The Customer shall undertake to pay the agreed price for the Goods to KAMIX; this price shall be increased by VAT at the rate applicable on the day of delivery of the Goods and shall be payable by transfer to the bank-account specified on the VAT invoice within 21 days of receipt by the

Customer of the VAT invoice issued by KAMIX, unless otherwise specified in the Agreement. The day on which the due remuneration is credited to the KAMIX's bank account shall be deemed the day of payment. KAMIX shall declare to be a VAT payer and be entitled to issue VAT invoices. The Customer shall authorise KAMIX to issue VAT invoices without signature and to issue and e-mail invoices to one of the Customer's e-mail addresses. KAMIX shall charge interest for delayed payment, as well as compensation for the cost of outstanding payment recovery in line with the provisions of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions. Moreover, in the event of any delay in payment exceeding 14 days, KAMIX shall be entitled to suspend the processing of orders and deliveries until the Customer has made full payment to KAMIX.

10. KAMIX shall deliver the Goods in line with the Order. KAMIX does not guarantee the suitability of the Goods for a specific application. The risk of use and application of the Goods shall rest solely with the Customer. The Customer shall be obliged to carefully examine the Goods delivered upon their receipt, in particular as regards the quantity and quality of such Goods. The Customer shall be obliged to notify KAMIX about any defects of the Goods which has not been able to detect upon their receipt, in spite of their careful examination, within a maximum period of 14 days from the date of delivery. The notification shall be made in the form of a written complaint, otherwise being null and void. In the case of failure to comply with the specified time limit for filing such a complaint, the Customer shall lose its rights and claims on account of defects of the Goods, including claims under the warranty for physical defects. The Customer shall also lose the above-mentioned rights in the case of wear and tear, processing or combining the Goods with other items, as well as if the Customer has repaired the Goods without the prior consent of KAMIX. KAMIX shall respond to the complaint immediately upon examination of the Goods and, if necessary, immediately upon being provided with relevant expertise. The Customer shall be obliged to make the Goods available to KAMIX for inspection in the condition in which they were on the day of delivery. If the complaint is accepted, KAMIX shall replace the Goods with Goods free from defects, at its own expense, within the period agreed upon by the Parties. If the Goods cannot be replaced or it involves excessive difficulties or costs for KAMIX, KAMIX shall refund an adequate part of the price to the Customer. Filing a complaint shall not release the Customer from the obligation to pay the full price for the Goods delivered. Such a complaint shall only be considered if it is made in writing, otherwise null and void.

11. The liability borne by KAMIX towards the Customer for the non-performance or improper performance of the Agreement (as well as for any other reason) shall be limited, for each event, to the net value of the Goods covered by the Agreement and delivered to the Customer. In the case, for reasons beyond the control of KAMIX, KAMIX shall be unable to perform the Agreement (in whole or in part), KAMIX may withdraw from this Agreement (in whole or in part), without being held liable for any damages on this account. The liability borne by KAMIX for the Customer's lost profits shall be excluded.

12. KAMIX shall be released from the liability for the non-performance or improper performance of the Agreement, including on the warranty basis, if the Goods have been defectively produced by their manufacturer. KAMIX shall not be liable for any delay in delivery caused by a delay in the production of such Goods.

13. If agreed in writing (by e-mail), KAMIX shall issue and deliver to the Customer together with the Goods all the attestations, approvals, certificates and other documents agreed upon with the Customer. Any issued attestations, approvals, certificates and other documents agreed with the Customer specifying the quality of the Goods, their parameters and technical properties, shall not

confirm the Supplier's fulfilment of the criteria contained in these documents, but only a statement that such Goods have been produced in line with these criteria.

14. Orders should be submitted by the Customer in person, by registered mail (courier) or by e-mail to the seat /e-mail address of KAMIX.

15. The assignment of rights and obligations derived from the Agreement between KAMIX and the Customer shall require the consent of the other Party, with the proviso that KAMIX may, at its own discretion and risk, subcontract the supply of Goods to third parties.

16. The ownership of Goods shall not pass to the Customer until the Customer has paid the full price for them. In case of combination or mixing of items, KAMIX and the Customer shall become co-owners of such items, whereby the application of Article 193 § 2 of the Civil Code shall be excluded.

17. Each Party shall undertake to keep confidential all the information and data referring to the other Party, received and obtained under the performance of the Agreement. By the information and data referred to in the preceding clause, the Parties shall mean all the information disclosed (whether in writing, orally, electronically or otherwise, and whether directly or indirectly) by one Party or its contractors and co-operators to the other Party, whether prior to or upon the date of this Agreement, including information on products, operations, processes, plans or intentions, know-how, industrial and intellectual property rights, trade secrets, market potentials, work organisation flows, details on the other Party's contractors and co-operators or other issues. The transfer, disclosure and use of information received by one Party from the other Party may only be made to entities entitled under the applicable law and within the scope set out in this Agreement or with the prior written consent of the Party concerned.

18. Should any provision of the Agreement concluded on the basis of the GTCs prove to be invalid or unenforceable, it shall not render the entire Agreement invalid or unenforceable, and the Agreement shall be interpreted as if the invalid or unenforceable provision had not been included. The rights and obligations of the Parties shall be adequately assigned. The Parties shall endeavour to change the provisions in question so that the objective of this Agreement is achieved to the fullest extent permitted by law.

19. Correspondence shall be deemed to have been effectively delivered to the other Party if posted to the address set out in the Agreement and, if the address changes, to a new address, provided that the other Party has been notified of the new address in writing. If such correspondence is not collected, the provisions on the delivery of judicial documents by post shall apply.

20. KAMIX shall conclude Agreements with Customers exclusively in line with to the terms and conditions set forth in the GTCs. The conclusion of Agreements in any other manner, in particular by failure to reply to the Order placed by the Customer, shall be excluded. Subject to the other provisions of the GTCs, any declarations made by KAMIX or the Customer relating to the Goods delivered by KAMIX (or by KAMIX's contractors), as well as any amendments or additions to Agreements concluded on the grounds of the GTCs, shall be made in writing or in electronic form, otherwise null and void. Any disputes shall be settled by the courts in Poland having jurisdiction over the seat of KAMIX. If the Agreement is drawn up in two language versions, the Polish version shall prevail for its interpretation. In any matters not covered by the Agreement, the provisions of Polish law, in particular of the Civil Code, shall apply.