



GENERAL TERMS AND CONDITIONS OF SALE
applied at “Guala Closures DGS Poland” S.A.
with its registered office in Włocławek, Poland
dated 30th June 2023

*[these GTC are available at the website of Guala-DGS
https://gualaclosuresdgs.pl/en/?page_id=1299]*

These General Terms and Conditions of Sale apply to all orders placed by the Client at Guala -DGS :

1. DEFINITIONS

“Guala - DGS”- shall mean a Polish company operating under the name: “Guala Closures DGS Poland” S.A. with its registered office in Poland, in Włocławek 87-800, at Aleja Kazimierza Wielkiego 6,

“Client”- shall mean each entity which places orders at Guala - DGS,

“Product” – shall mean each product which Guala- DGS is bound to deliver to the Client according to a placed and confirmed order,

“End User”-each entity which is a final recipient of the Products, and which is not the Client of Guala-DGS, in particular, the End User shall include a recipient of the Client where such Client acts as a distributor of the Products,

“General Specification of Delivery”- shall mean a document delivered to the Client by Guala-DGS together with the first delivery of the Product or also with the order and each subsequent delivery/order, provided that the Client requests so, which shall regulate the terms and conditions for packaging, storage, transport and other terms and conditions concerning the Product and its properties, including the Product specification (hereinafter the **“Specification”**),

“GTC”- shall mean these General Terms and Conditions of Sale which shall take effect each time upon Client’s order placement,

“Agreement” – written (i.e. signed by both parties) agreement between Guala-DGS and the Client,

“Defect”/“Defective” - shall mean any Product incompliance with the General Specification of Delivery and the attachments to the General Specification of Delivery, including the Product Specification.

2. BASIC COVENANTS, APPLICABILITY OF THE GTC

- 2.1. Upon placement of an order, the Client accepts these GTC with no objections and in their entirety, save for any other documents from the Client or from Guala-DGS, including any brochures or catalogues. Unless the Client and Guala-DGS explicitly agree otherwise under the Agreement, these GTC shall take precedence over any other agreements binding on the parties. Should the Client and Guala - DGS conclude the Agreement, the Agreement shall take precedence over these GTC. Unless the parties explicitly agree otherwise, any provisions to the contrary shall not, therefore, bind Guala-DGS, irrespective of the time when Guala-DGS received such agreements

from the Client, in particular Guala – DGS shall not be bound by any other general terms and conditions, standards, specifications delivered by the Client, unless it specifies in writing that such terms and conditions are applicable. In the event that the Client's terms and conditions apply – both documents, GTC and the Client's terms and conditions, shall apply, however, should any irreconcilable discrepancies and controversies occur, both documents shall apply solely to such extent where no irreconcilable discrepancies and controversies occur.

- 2.2. Guala-DGS shall sell and the Client shall buy the Products according to the order accepted by Guala-DGS and according to the Agreement (if concluded by the parties) and these GTC.

3. ORDERS

3.1. The Client shall notify Guala-DGS of any special norms and provisions applicable to the performance of Products deliveries as well as of the purpose of the Products not later than upon order placement. Unless the parties agree otherwise, the Products should comply with such special norms and provisions at the place where the Client (or its End User) operates, provided that Guala-DGS was notified thereof by the Client.

3.2. The Client shall be liable toward Guala-DGS for compliance of the ordered Products, including the applicable specifications, samples or drawings with any and all applicable laws concerning occupational health and safety and any other legal requirements at the place of the Products destination (including in the place where the End User operates), in this respect the Client shall bear sole liability for compliance of the Products parameters, in particular their Specifications, with the purpose and use of the Products, which shall mean that the Client shall provide Guala-DGS with any and all necessary information pertaining to the ordered Products upon order placement to enable Guala-DGS to perform such order.

3.3. The Client shall place an order at Guala-DGS (by fax, email, or traditional mail) not later than 30 days prior to the planned date of delivery, subject to Section 3.8 below. Orders placed by the Client at Guala-DGS shall be binding solely upon acceptance thereof by Guala-DGS.

3.4. All the order should include:

- name of the ordering Client,
- determination of the type and number of the Products,
- with respect to deliveries of screw cups: specification of the lithography design, and with respect to recurring orders: Guala-DGS index of the design in accordance with lithography and / or "Specimen Card" prepared by Guala -DGS,
- determination of any particular requirements and regulations concerning the ordered Products as well as the purpose thereof,
- place of delivery,
- date of order performance (binding solely after order acceptance by Guala-DGS),
- other data necessary to perform the order.

3.5. GUALA-DGS shall make any endeavours to confirm the order, including the date of Products delivery, within 2 business days.

3.6. In specially justified cases, the Client may, upon consent of Guala -DGS, change the date of delivery of a given order. Should such change give rise to any

additional costs, such costs shall be paid by the Client upon the first demand by Guala-DGS.

3.7. The Client may annul an order solely upon consent of Guala-DGS and not later than 14 days prior to the scheduled date of dispatch of the Products and solely and exclusively in the event that the manufacture of the ordered Products has not been commenced and that no raw materials for such manufacture have been ordered. In the event that the manufacture has been commenced and/or the raw materials for performance of the order have been ordered and Guala-DGS consented to annul such order, the Client shall pay all the costs of Guala-DGS connected with performance of such order (in particular: costs of materials and labour).

3.8. In the event that an order involves closures with new lithographic designs, the following procedure shall apply:

- i. at the Client's order, GUALA-DGS shall prepare an e-version of the new lithography within 7 days of receiving from the Client all necessary information and materials (including samples and files),
- ii. within 30 days of approval of the e-version by the Client (provided that Guala - DGS has the necessary materials, components and tools) GUALA-DGS shall prepare product samples with the new lithography. The product samples are carried out at the express request of the Client and they are payable,
- iii. after the Client approves the samples, Guala – DGS shall confirm placement of an order by the Client.

3.9. Due to the production process, Guala - DGS reserves the right to produce and deliver orders within +/- 5% volume tolerance.

4. PRODUCT COLLECTION AND STORAGE COSTS

- 4.1. The Client shall collect the Products where and when agreed with Guala-DGS. If such time is not specified in the order, it shall be deemed that the obligation to accept the delivery by the Client arises upon the end of the manufacture of a given batch of the goods by Guala-DGS.
- 4.2. Should the Client fail to collect or delay in collection of the Products, the Client shall pay all the costs of Guala-DGS resulting from such failure or delay.
- 4.3. In the event that the delay by the Client in collection of the ordered Products exceeds 30 days, Guala-DGS reserves a right to send the Products at the cost and risk of the Client or to destroy (scrape) Products and charge the Client with all production and destruction costs.
- 4.4. In each case of failure to collect or delay in collection of the Products, Guala – DGS may, in addition to any other right vested therein (including those provided for under Section 4.2. above and reimbursement of any and all costs), charge the Client with the storage costs pertaining to the non-collected Products at the rates applied at Guala-DGS.

5. DELIVERIES

- 5.1. The terms and conditions of delivery of Guala – DGS and Client comply with Incoterms 2010.
- 5.2. Unless the parties agree otherwise, any delivery shall be performed according to EXW – warehouse at the registered office of Guala-DGS.

- 5.3. Dispatches of Products shall be performed solely on business days within the procedure set forth in Section 5.4 – 5.6. below.
- 5.4. The Client shall notify of the deliveries to the Customer Service Department of Guala-DGS by 10.00 a.m. on the business day preceding the dispatch. Any dispatches notified after 10:00 a.m. shall be performed within two business days of reporting thereof.
- 5.5. In the event that the Client organises the delivery, the Client shall have an obligation to ensure that the procured means of transport are free of any damage, clean and compliant with the HACCP requirements and other norms applied to transport of such Products; otherwise Guala-DGS may refuse to upload the Products to any vehicles which fail to comply with such requirements. In such case, the Client shall be immediately notified of such event in order to agree further course of action.
- 5.6. In the event that the means of transport notified by the Client fail to arrive at Guala-DGS on the agreed date by:
 - 12.00 a.m. – with respect to export dispatches,
 - 13.00 p.m. – with respect to intra-EU and domestic dispatchesthe agreed date of delivery/upload may be postponed to the following business day, and the Client shall bear full liability in this respect, in particular it shall pay any costs of such postponement.

6. PRICES AND TERMS OF PAYMENT

- 6.1. The prices of the Products shall be each time agreed with the Client. Guala-DGS reserves the right to perform an order at prices higher than as agreed in the event that the Client orders a small batch of the Products (less than 100.000 pieces).
- 6.2. The dates of payment shall be each time agreed between Guala-DGS and the Client. In the absence of such agreement, the Client shall make the payment within the time set forth on the invoice issued by Guala-DGS.
- 6.3. Should the Client delay in payment for the Products above 14 days, Guala-DGS may charge default interest to the Client at the rate in the statutory amount per annum.
- 6.4. Save for the right provided for in Section 6.3 above, Guala-DGS reserves a right to withhold order performance or delivery of the Products in the event of any overdue payments by the Client, until such payments are paid.
- 6.5. The Client shall pay the entire amount specified on the invoice for the Products ordered at Guala – DGS; the Client may not make any unilateral set-offs without an explicit, written approval of Guala-DGS.

7. LABELS, DOCUMENTATION

- 7.1. Guala-DGS shall designate all the boxes and pallets with labels bearing bar codes. Standard bar codes at GUALA-DGS are EAN 128 system bar codes.
- 7.2. With respect to the first delivery, the Client shall receive with each Product the General Terms and Conditions of Delivery which the Client shall read and comply with. Upon the Client's request, the General Specification of Delivery shall be provided for each batch of the Products.

8. COMPLAINTS, LIABILITY

- 8.1. Unless the parties agree otherwise in the Agreement, the warranty for the purchased Products shall be for 12 months of delivery of the Products to the Client (delivery

- according to the agreed Incoterms) however, no longer than 15 months from the date of production of the given batch of Products, subject that the Product is deal with according to the General Specification of Delivery. The statutory warranty for the Products is excluded.
- 8.2. The Client shall carry out tests and control the quantity and quality of the delivered Products at the delivery. The Client shall notify any patent Defects (including quantitative Defects) immediately after the delivery thereof to the Client, not later than within 14 days of the delivery of the Products, and any latent Defects within 3 days of discovery thereof. In the event that a specified number of the Products are Defective, the Client shall file a complaint at Guala-DGS on the complaint form. The Client shall append the complaint form with relevant evidence and send samples of such Products to Guala-DGS. Each complaint sent in such form shall be given its respective number.
 - 8.3. Guala-DGS shall review the complaint notified by the Client within 4 business weeks of receipt of any and all information from the Client with respect to the Defects of the Products. In certain, complicated cases, Guala-DGS reserves a right to extend the time for complaint review, however, not more than by subsequent 4 weeks. Only if the complaint is accepted by Guala-DGS, the Client may demand:
 - (i) decrease in the price of the Defective Products or, if the price was already paid, refund of a portion of such price, or
 - (ii) that the Defective Products be changed to non-defective Products – in such case, Guala – DGS shall change the Products immediately, however, not later than within 30 days of notification of such demand.
 - 8.4. Should the circumstances referred to in Section 8.3(ii) above occur, the Client shall take any action as instructed by Guala-DGS with respect to the Defective Products, at the cost of Guala-DGS. In the event that Guala-DGS fails to provide such instructions, the Client may: send the Defective Products to Guala-DGS at the cost of Guala-DGS or with respect to a material Defect: destroy the Products and send respective evidence of such actions to Guala-DGS. Any financial benefit awarded to the Client due to destruction of the Products shall decrease the amount of the damages to be paid by Guala-DGS due to the Defective Products.
 - 8.5. The Client may set off certain amount against the claim of Guala-DGS under the sale of the Product with the Defect solely upon consent of Guala – DGS and solely in the case that the complaint is accepted by Guala - DGS and Guala-DGS issues respective credit documents.
 - 8.6. Guala-DGS shall be liable solely for the Defects which occurred before the risk was transferred to the Client and those which result solely from defective manufacture of the Products at Guala-DGS, in particular Guala-DGS shall not be liable for any Defects of the Products which result from:
 - (i) improper storage of the Products,
 - (ii) repackaging the Products for further delivery thereof to the End Users,
 - (iii) improper bottle sealing equipment,
 - (iv) improper quality of bottles.
 - 8.7. The Client shall be solely and exclusively liable for setting forth the complaint terms and conditions with respect to the End Users which shall be the same as the terms and conditions set forth by Guala-DGS; in particular, the Client may notify Guala – DGS of only such complaints which correspond with the dates and regulations provided for in this Section 8.

- 8.8. The Client may seek damages due to delivery by Guala-DGS of the Products with the Defects or which caused damage, however, the amount of such due damages shall not exceed the value of a given order of the Products.
- 8.9. Guala-DGS, to the extent prescribed by Section 8.2. above, shall be liable solely for actual and direct damage inflicted by the Client which were caused by the Products, in particular it shall not be liable for any Client's loss of earnings or indirect damage.

9. INTELLECTUAL PROPERTY

The Client shall ensure that any lithographic designs, trade names, trademarks, utility designs and any other expression of intellectual property provided to Guala-DGS by the Client for performance of an order of the Products, be free of any legal defects. The Client shall be solely and fully liable for any third-party claims against Guala-DGS in the above respect, in particular the Client shall pay for any damages and expenses sustained by Guala-DGS in result of such third-party claims.

10. GOVERNING LAW, DISPUTE RESOLUTION

- 10.1. The relation between Guala-DGS and the Client shall be governed by the Polish law.
- 10.2. In the event of any disputes, the competent courts shall be the Polish common courts having jurisdiction over the registered office of Guala-DGS.