

General Terms and Conditions
Export Pack Polska Spółka z ograniczoną odpowiedzialnością & Co.
spółka komandytowa with registered office in Zabrze

§ 1 Definitions

The terms used in these General Terms and Conditions of Contracts (hereinafter the "GTC") shall mean:

- 1) **EPP:** Export Pack Polska Spółka z ograniczoną odpowiedzialnością & Co. Spółka komandytowa with its registered office in Zabrze, ul. Alberta Borsiga 6, 41-807 Zabrze, registered in the register of entrepreneurs of the Krajowy Rejestr Sądowy kept by the Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy Krajowego Rejestru Sądowego, register under KRS number 0000695634, holding NIP number: 6482784746 and REGON number: 368445100;
- 2) **Contracting party:** a natural person who does not conduct business activity, a natural person who conducts business activity, a legal person, an organisational entity without legal personality, to which separate regulations grant legal capacity, purchasing EPP Products or Services, with which EPP has entered into an Contract;
- 3) **Offer:** a statement by the EPP addressed to the Contracting party via electronic mail or submitted in writing in person or sent by post, in response to a Request for Quotation (including a price enquiry) or without such a request, containing the date, details of the Parties, information about Products or Services including the price, expected completion date and rules for performance of the Contract, method and date of payment and the term of validity of the offer, to which the GTC are attached
- 4) **Product:** any tangible good commissioned by the Contracting party to be manufactured by the EPP based on its own design or according to a design prepared by the EPP, in particular wooden boxes and other transport packaging manufactured by the EPP, as well as pallets;
- 5) **Force Majeure:** any sudden external event which the Parties could not have foreseen and which prevented or delayed the performance of the Contract in whole or in part, either permanently or for a certain period of time, and which the Parties, exercising due diligence, could not have prevented or counteracted. In particular, the following shall be deemed "force majeure": war, riots, coup d'état, civil commotion, earthquake, fire, explosion, flood, epidemic, confiscation, strike, lockout, labour disputes, states of emergency (martial law, state of emergency and state of natural disaster) imposed by relevant authorities, disturbances in the operation of the enterprise, including those caused by interruptions in the supply of energy, gas, damage to or breakdown of machinery or equipment and other acts, as well as deliberate failure to act by the authorities of the Republic of Poland and the authorities of other countries, including the central and local government administration, which will prevent or hinder a given Party from performing its obligations;
- 6) **Parties:** the Contracting party and the EPP;
- 7) **Contract:** a contract for works or a contract for the provision of services concluded between EPP and the Contracting party based on the Offer and the Order. Within the framework of a works Contract, EPP undertakes to manufacture Products and deliver them to the Contracting party, and the Contracting party undertakes to collect the Products and pay the agreed remuneration. Within the framework of a Services Contract, the EPP undertakes to provide the Services and the Contracting party undertakes to pay the agreed remuneration;
- 8) **Services:** services provided by the EPP, in particular:
 - a) packing for sea transport;
 - b) packaging for inland transport;
 - c) packing for air transport;

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- d) the organisation of transports;
 - e) securing and packaging of dangerous goods;
 - f) load securing and stowage in road transport;
 - g) timber storage;
 - h) storage, stowage, container unloading;
 - i) timber processing / IPPC;
 - j) project management;
 - k) equipment hire;
 - l) ordering goods on behalf of the Contracting party.
- 9) **Order:** a Contracting party statement submitted to the EPP in response to the Offer, specifying the Product or Service ordered by a Contracting party, submitted in any form, in particular by e-mail, telephone or in writing.
- 10) **Offer inquiry:** a Contracting party's declaration submitted to the EPP via electronic mail, submitted in writing in person or sent by post, including all data necessary for the preparation of an Offer by the EPP, including the quantity of the Product, technical specification with respect to material, design and functional features as well as the expected date and place, if any, for the delivery of the Products or provision of Services.

§ 2 General Provisions

1. The GTC set out the rules for the provision of Products and Services by the EPP.
2. No information contained in EPP catalogues, brochures, leaflets or advertisements shall constitute an offer within the meaning of the Civil Code. Information relating to dimensions, weight or other parameters, as well as illustrations, descriptions and drawings contained in or attached to EPP's commercial materials is for information purposes only, unless expressly stated otherwise. Differences between the visualisation of a Product in catalogues, folders, leaflets and advertisements and its actual appearance cannot constitute the basis for Contracting party's claims against EPP.
3. The GTC form an integral part of all Contracts concluded between the EPP and the Contracting Parties and define their mutual relations. These GTC shall apply exclusively to all Offers submitted by the EPP, unless the Parties decide otherwise in writing.
4. The GTC shall apply to the Contracting party as of the moment they are delivered to the Contracting party prior to the conclusion of the Contract or as of the moment they are made available to the Contracting party prior to the conclusion of the Contract.
5. The GTC shall be available on the EPP website: <https://export-pack.pl>.
6. In the event of conflict between the Contract concluded by the EPP and the GTC, the Parties shall be bound by the Contract.
7. All Contracts, especially oral or telephone Contracts, shall be binding on the Parties only if confirmed in writing by the EPP.
8. Acceptance of an Offer or submission of an Order shall be equivalent to the Contracting party's acceptance of these GTC.

§ 3 Offer, Orders and Contract conclusion terms

1. The provisions of Article 66¹ § 1-3 of the Civil Code shall not apply to Offers submitted electronically.
2. The Offer shall be binding for the period specified in the Offer, subject to the EPP's right to amend the Offer during its validity period if the dimensions of the Product or the scope of Services change. Failure to indicate the period of validity of the Offer shall mean that the Offer is valid for 30 days from the date of submission.
3. The Contracting party's acceptance of the Offer and submission of the Order shall mean that the Contracting party has read the Offer and accepts the terms set out in the Offer and the provisions of these GTC.

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4. The Contract is concluded when EPP confirms acceptance of the Order for execution. Confirmation of acceptance of the Order may be in writing or by e-mail.
5. An offer may be accepted only without reservations. In the event of reservations or modifications submitted by the Contracting party, the Contract shall come into effect after the submission by EPP of an Offer incorporating the modifications resulting from the contents of the Order or after confirmation by EPP of acceptance of the Order incorporating the modifications.
6. The Order shall be signed or confirmed (e.g. by e-mail) by a person authorised to represent the Contracting party or a person holding a relevant power of attorney, and the power of attorney shall be attached to the Order.

§ 4 Order completion conditions and deadlines

1. The Order completion deadline shall be determined individually, depending on the subject of the Contract.
2. Packaging of Products - depending on arrangements made between the Parties - takes place at the EPP headquarters or at a location indicated by the Contracting party. Packing of Products shall each time be confirmed by a packing protocol, and if the Products are packed into a container - by a container packing protocol, signed by the EPP employee participating in the packing of the Products and by the Contracting party. Templates of the packing report and container packing report are attached as Attachments 1 and 2 respectively to these GTC.
3. The proper location for collection and delivery of the Products shall be - depending on the arrangements made between the Parties:
 - a) the place indicated by the Contracting party - in the event of ordering the Products together with an order to transport them to the place indicated by the Contracting party;
 - b) the EPP registered office - in the event of independent collection of the Products by the Contracting party at the EPP registered office.
4. The occurrence of Force Majeure as defined in § 1 item 5 of these GTC or untimely delivery of materials for the completion of the Products to EPP, as well as unforeseeable disruptions in EPP work shall entitle EPP to extend the Order completion date by the duration of the impediment, of which the Contracting party shall be immediately notified.
5. If the Contracting party orders EPP to transport the Products to the designated place, the Contracting party's placement of the Order shall mean acceptance of the cost of delivery.
6. If the Contract subject matter includes delivery, it shall be understood that unless the Parties agree otherwise in writing, the Products shall be delivered to the address provided by the Contracting party after prior notification to the Contracting party of the expected delivery date.
7. EPP shall not be responsible for any delay in delivery or non-delivery of the Products due to incorrect recipient details.
8. During acceptance of the Product delivered by the EPP carrier, the Contracting party shall check the condition of the Product. If any **damage** is found on the Product, the Contracting party shall immediately notify EPP of this fact by sending a notice along with photographic documentation of the damage to info@exportpack.pl. The Contracting party shall make a relevant note on the carrier's transport document. The document should contain an accurate description of the damage, vehicle registration number, driver's name, date and time of the event and signatures of persons participating in the collection.
9. Where the place of delivery of the Products is the EPP's registered office, the EPP shall not be responsible for any damage to the Products incurred during transport after the Products have been delivered from the EPP's registered office.
10. Transport costs shall be borne by the Customer unless otherwise agreed by the Parties in writing.
11. If the Contracting party has undertaken to collect the Product on the agreed date or after being notified by EPP that the Product is ready for collection, and subsequently fails to collect the Product for more than 14 days after the agreed date of collection, EPP shall be entitled to charge the Customer for the cost of storing the Product. Cost of Storage of Unclaimed Work

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the amount for each day of storage shall be PLN 10 per square meter of storage space occupied by an uncollected Product.

12. The above entitlements shall not limit the rights of EPP under the provisions of the Civil Code relating to entitlements in the event of non-performance or undue performance of the Contract by the other party.

§ 5 Remuneration and payment terms

1. The remuneration specified in the offer is net and does not include value added tax (VAT), which shall be added to the remuneration at the rate in force as at the date of issuing a VAT invoice.

2. If the EPP stipulates that the Contracting party must make a full or partial prepayment, the Contracting party which has accepted the Offer and submitted an Order shall make a prepayment in the amount and within the time limit specified in the Offer.

3. Unless the Parties have agreed otherwise, all payments shall be made by bank transfer to the EPP bank account specified in the VAT invoice or in the Offer.

4. The Contracting party shall make timely payment. If payment is not made, the EPP shall be entitled to charge:

- statutory interest for delay in commercial transactions - if the Contracting party is an entrepreneur;
- statutory interest for the delay - if the Contracting party is a natural person not conducting any business activity.

5. EPP reserves the right to withdraw from the Contract in the event the Contracting party fails to make the required prepayment within 5 days of the payment deadline.

6. The prepayment made by the Contracting party shall constitute an advance payment and shall not be returned, except for the situation where the Contract cannot be performed for reasons attributable to the EPP.

7. A complaint shall not entitle the Contracting party to withhold any payment due to the EPP.

8. The date of payment shall be the date on which the EPP's bank account is credited or, if paid in cash, the date on which cash is received by the EPP cash desk.

§ 6 Improper performance of the Contract and right of withdrawal

1. In the event Contracting party delays in paying for the Products or Services under any Order, EPP shall have the right to suspend the performance of that Order, as well as any other Orders of Contracting party, until all amounts due from Contracting party are paid.

2. The EPP shall have the right to withdraw from the Contract in the event the Contracting party faces financial difficulties which may result in its insolvency, in particular when liquidation of the Contracting party has commenced, enforcement proceedings have been initiated against the Contracting party, or an application has been submitted for the initiation of bankruptcy or restructuring proceedings. The EPP may withdraw from the Contract within 5 days of becoming aware of the above-mentioned reasons.

3. In the event of withdrawal from the Contract by EPP due to the Contracting party's fault, the Contracting party shall cover any related damage incurred by EPP, and EPP shall have the right to retain the advance payments made by the Contracting party.

4. The liability of EPP for non-performance or improper performance of the Contract shall cover only the losses incurred by the Contracting party, and not the lost profits. The liability of EPP shall be limited to the price for a Product or Service unless the Parties agrees otherwise in writing.

§ 7 Guarantee and warranty

1. EPP shall guarantee the Products for the period agreed each time with the Contracting party, depending on the characteristics and purpose of the Products.
2. The Contracting party shall, immediately after the release of the Products, check them in terms of quantity and quality. The Contracting party shall notify EPP in writing of any possible discrepancies between the delivered and ordered Products within 7 days of the Products issue date, otherwise they shall not be taken into consideration by EPP.
3. EPP represents that it holds civil liability insurance for property and business to the amount of EUR 3,000,000.00.

§ 8 Reservation of Ownership

1. The Products supplied shall remain the property of EPP until paid in full by the Contracting party unless otherwise agreed by the Parties in writing.
2. The Contracting party may not sell, pledge or encumber the Products with liens or rights of third parties until the Products are owned by EPP unless otherwise agreed by EPP in writing.
3. In the event of delay in payment of the price, EPP may demand immediate return of the Products. The Contracting party shall then be obliged at its own cost to return the Products to EPP and to compensate for any damage caused to EPP due to non-performance of the Contract. The Contracting party shall be obliged to cover all costs caused by wear and tear or damage to the Products.

§ 9 Assignability of Claims

1. Any claims you may have against EPP in connection with the Contract may not be assigned to any third party without the written consent of EPP.
2. The Contracting party may not, without the consent of EPP, set off any claims to which it is entitled against EPP in respect of the remuneration.

§ 10 Industrial property rights and confidentiality

1. The EPP trademarks may not be used by the Contracting party without the prior written consent of the EPP.
2. Any information disclosed by the EPP to the Contracting party, its employees and subcontractor, in particular technical, technological, industrial, commercial and financial information, regardless of the manner of its communication, shall be confidential and shall not be disclosed to third parties without the written consent of the EPP, both during the performance of the Contract and thereafter.
3. The EPP reserves the ownership of all documentation provided to the Contracting party in connection with the execution of the Contract, in particular designs, photographs, drawings and calculations for the execution of the Contract. Such documentation may not be made available to third parties without the written consent of the EPP. If such documentation constitutes a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (i.e. of 6 June 2019, Journal of Laws of 2019, item 1231 as amended) then the author's economic rights to such work shall vest in EPP.
4. All content on the EPP website [<https://export-pack.pl>] including text, photos, graphics, audio and video files are the property of the EPP and are covered by the EPP's copyright, unless expressly stated otherwise.

§ 11 Protection of personal data

1. Personal data shall be protected in accordance with the Data Protection Act of 10 May 2018. (Journal of Laws of 2018, item 1000 as amended), Regulation (EU) 2016/679 of the European Parliament and of the Council 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 and the Act of 18 July 2002 on the provision of electronic services (i.e. of 9 June 2017, Journal of Laws of 2017, item 1219) in a manner that prevents access by third parties.
 2. By accepting these GTC, the Contracting party agrees to receive commercial information from EPP regarding EPP's offer and current promotions, provided that it may opt out of receiving such information at any time by submitting an appropriate statement to EPP.
 3. Contracting party's personal data may be disclosed to entities authorised to receive them under applicable laws, including competent judicial authorities.
 4. Within the framework of exercising the right to control the processing of own personal data, the data subject shall have the right to information on the processed data, access to the data, data rectification, withdrawal of consent to the processing of personal data, request to delete the data, limit data processing and object to the processing of data.
 5. The Contracting party declares that he has read the Information on Processing of Personal Data, constituting Annex 3 to these GTC, and consents to the processing of his personal data by the EPP for the purpose of performance of contractual obligations.
- If the need arises, a Contracting party which is an entrepreneur shall undertake to conclude an Contract with the EPP on the entrustment of personal data processing.

§ 12 Governing Law and Dispute Resolution

1. The Contract between a Contracting party and the EPP shall be governed by Polish law.
2. Any disputes arising in connection with the application of these GTC and performance of the Contracts shall be settled by the competent court with jurisdiction over the EPP registered office.

§ 13 Final Provisions

1. All notices and other communications to be delivered to the relevant Party shall be addressed to the addresses indicated in the Offer or Purchase Order, respectively.
2. If any provision of these GTC is or becomes wholly or partially ineffective or invalid, the validity and effectiveness of the remaining provisions shall not be affected thereby. The ineffective or invalid provision shall be replaced by the relevant statutory provision.
3. These GTC shall be effective as of 08.03.2021r.

Attachments:

1. Attachment No. 1 – Template of the packing report
2. Attachment No. 2 - Template of packing report for a container
3. Attachment No. 3 - Information on personal data processing