

GENERAL TERMS OF SALE AND DELIVERIES AT DIEVISION POLSKA SPÓŁKA Z O.O. BASED IN KONIN

I GENERAL PROVISIONS

- Unless the context expressly states otherwise, the terms used here will have the following meaning:
 - ✓ **Dievision:** Dievision Polska Spółka z o.o. based in Konin, ul. Szarych Szeregów 15, 62-500 Konin
 - ✓ **Contract:** the contract concluded between Dievision and the Recipient for the delivery of Dievision's Products;
 - ✓ **Recipient:** each party (including representatives, agents or successors) to which Dievision sends its sales offer or from which it receives a purchase offer or with which it has a legal relationship
 - ✓ **General Terms:** these are the general terms of sales and deliveries at Dievision
 - ✓ **Offer:** proposal or offer for Product delivery
 - ✓ **Order confirmation:** confirmation of the offer accepted by the Recipient /by Dievision
 - ✓ **Parties:** Dievision and Recipient
 - ✓ **Price:** purchase price for the Product
 - ✓ **Products:** all products and services provided by Dievision
- The General Terms specified in Dievision's offer or the confirmation of accepting the order by Dievision for implementation or for the contract have priority before these General Terms of Deliveries if it has agreed directly.
- The General Terms are considered accepted as of the day of accepting the offer or receiving the order confirmation or as of the day of concluding the contract.
- The General Terms apply to all offers, preliminary contracts, order confirmations and other contracts or legal relationships as part of which Dievision delivers the products to the Recipient, as well as to repairs and replacements conducted by Dievision or ordered by Dievision as part of the guarantee. Deviations from the General Terms are accepted only by means of a separate, written agreement under pain of invalidity. Any deviations or additional conditions to the General Terms need to be agreed in writing under pain of invalidity.
- The general terms of the Recipient or other general conditions do not apply to legal relationships to which Dievision is a party unless the Parties to the legal relationship directly agreed otherwise in writing under pain of invalidity.
- If the provision of one of the General Terms is cancelled or becomes invalid, the remaining provisions of the General Terms continue to be valid.
- If an order/order confirmation of the Recipient/by the Recipient differs from Dievision's Offer, it will constitute the Recipient's new offer and will be considered a rejection of Dievision's entire Offer, even if the change applies to secondary Products or parameters.
- Any price proposals, any details placed in advertisements and printed leaflets, descriptions and illustrations for products delivered by Dievision as well as other technical data provided by Dievision and concerning the Products are estimate data, are only of an information character and are not binding, unless both Parties agreed otherwise in writing under pain of invalidity.
- The Recipient guarantees accuracy and completeness of measurements, requirements, specifications and other data which have been submitted to Dievision.
- Dievision's employees are not authorized to conclude contracts on behalf of Dievision, unless they have a special, written authorization properly issued by Dievision.
- The notion "force majeure" covers, among others, all causes not controlled by Dievision, which prevent the complete or partial implementation of the Contract/order/order confirmation etc. These are circumstances of which Dievision was not aware and, as a result of which, it would be unwise on the part of the Recipient to request a regular implementation of the Contract, such as (but not limited to) war, terrorist attack or a threat of a terrorist attack, riots, sabotage, fire, flood, lockouts, occupation of the company, strikes, amended legislation and other measures undertaken by the government, pauses in power supply, failures of machines and equipment, or loss or damage during transport. "Force majeure" also covers "force majeure" towards Dievision's suppliers, improper performance of the obligations by suppliers recommended by the Recipient as well as faults in third-party objects, materials and software used by Dievision.

II PRICES

- The specified prices are net prices EXW (loaded in Dievision's warehouse in Konin) according to Incoterms 2000, valid during the contract's duration. VAT according to the rate valid as at the day of issuing the invoice should be added to the prices.
- Dievision reserves the right to change the prices during the implementation of the contract in the following cases: changes in the order/order, significant changes in prices of materials, significant foreign exchange rate changes, force majeure.
- If the implementation of the Contract is made impossible for reasons controlled by the Recipient, Dievision will have the right to claim for payment of the price plus any arising costs minus costs not incurred due to non-performance of the Contract/order, etc.
- The following items are added separately and not included in the Prices: costs of preparation for transport, packing costs, installation and service costs, loading costs, shipment costs, costs of transport and unloading and costs of insurance and / or storage of any goods made available by the Recipient.
- The Recipient will balance any increase in Dievision's costs to Dievision caused by amendments and / or additions to the contract/order/order confirmation, etc. introduced as requested by the Recipient, difficulty in the implementation of the Contract on the part of the Recipient and / or circumstances or difficulties assigned to the Recipient – unless the contract concluded between the Parties suggests otherwise.

- Discounts refer to Prices only when they have been previously confirmed by an authorized Dievision representative in writing under pain of invalidity.

III SHIPMENT

- The ordered products are sent at the Recipient's cost and risk. Unless it has been agreed otherwise, the shipment is conducted by the carrier which is usually used by Dievision.
- Dievision is not bound by any delivery or other deadlines which cannot be met for reasons not controlled by Dievision, which occurred after the Contract had been concluded or if the Parties agreed any modifications concerning the nature or the scope of the Contract after the Contract had been concluded (additional works, change in technical details, etc.)
- In justified cases, Dievision has the right to use of other materials or of introduction of changes to of the project, if meet they requirements to the Recipient. The Recipient does not have any claims from Dievision due to the introduction of such changes.
- Dievision has the right to partial deliveries. In this case, Dievision will define the delivery dates for each partial delivery.
- The delivery will be ex-works (unless it has been agreed otherwise in writing under pain of invalidity) on the day specified to the Recipient by Dievision.
- The Recipient is obliged to receive the Products within the specified delivery time. Products not received by the Recipient are considered delivered, after the delivery time has expired. They remain at the disposal of Dievision and will be stored by Dievision or third parties at the Recipient's cost and risk. Failure to receive the Products will create additional related costs (e.g. costs of storage, insurance, costs of transport, etc.) with which the Recipient will be charged according to Dievision's own rates or local rates.
- Upon delivery, all risks, including the risk of loss, theft or damage to the Products transfers to the Recipient even when Dievision is still the owner of the Products.

IV PAYMENT DEADLINE

- The payment deadline is 14 days from the date of issuing the invoice.
- The payment should be made to Dievision's bank account indicated on the invoice. The date when Dievision's account is credited is considered the payment date.
- Dievision may charge interest for each day of delay in payment twice as high as statutory interest.
- The products remain the property of Dievision until all payment obligations have been settled. When Dievision delivers the Products to the Recipient, which Products remain the property of Dievision, the Recipient is obliged to make the real estate in which these products are stored available to Dievision, if Deviations requests so.
- The Recipient has no right to deduct mutual receivables or to withhold payment, unless the Parties directly agree otherwise in writing under pain of invalidity.
- The Recipient's payments in the first place used cover due interest and costs, and then as payment for the Recipient's other liabilities, starting from those due and payable at the earliest date. The Recipient's any other statements in this respect have meaning only when they are recognized by Dievision.
- Pursuant to the law, each payment liability on the part of the Recipient (regardless of the source of and date when this obligation occurred) becomes immediately due, without the requirement for any notification, when the following events take place:
 - a) the lack of payment or an untimely payment of even one amount;
 - b) the Recipient's declaration of bankruptcy or obtaining reliable information about the Recipient's insolvency;
 - c) the Recipient's requests for withholding (suspending) payment;
 - d) placing the Recipient in any register of debtors;
 - e) the Recipient's confiscation (seizure) of products and / or claims;
 - f) the Recipient's company termination or liquidation for reasons other than its reorganization or merger.

V CHANGES IN ORDER

- Changes in the order may be introduced only with Dievision's approval. Introducing changes to the order entitles Dievision to implement the amended order after the deadline indicated in the order/order confirmation, etc.
- In the case of order termination for reasons not controlled by Dievision, the Recipient is obliged to pay Dievision the incurred costs according to the current commercial offer. Dievision reserves the right to claim compensation from the Recipient exceeding the amount of the contractual penalty. These costs are determined by Dievision.
- Changes in the order or resignation from the order need to be done in writing under pain of invalidity.

VI ORDER IMPLEMENTATION

- Dievision is not responsible for changes in the delivery date resulting from reasons not controlled by Dievision.
- Dievision reserves the right not to implement the order in the case of shifts in the production plan independent of Dievision, machine failures, pauses in power supply lasting more than 30 minutes during the day and force majeure. If it is impossible to implement the order, Dievision will immediately notify the Recipient about this fact.

VII PRODUCT QUALITY, GUARANTEE, RESPONSIBILITY

- Dievision grants a 12-month guarantee for its Products, but not longer than until the end of the first production cycle (i.e. from the moment when the Product is placed on the machine for the first time to the moment when it is taken off it for the first time). The guarantee is granted provided that the Recipient correctly prepares the Product for operation, namely according to the recommendations of the manufacturer of the machine on which the Product is used. If the

manufacturer's recommendations do not exist, the Bobst standard recommendations are considered correct. The guarantee is granted provided that Dievision's Products are stored in closed rooms and are not exposed to weather factors (temperature, humidity, etc.) and are stored in conditions relevant for storing moisture resistant plywood.

- The guarantee period starts from the date when the Recipient collects the product and covers only defects resulting from this Product's hidden defects. The Product's natural wear and tear, as well as consumables (e.g. knives, pertinaxes, etc.), are not covered by the Guarantee.
- The amount of claims on account of the Product's quality and its compliance with the order, offer, order confirmation, etc. cannot exceed the direct damage ("direct damage" means only justified expenses which the Recipient would have to sustain to make the Product delivered by Dievision consistent with the offer/order/order confirmation/contract, etc.), and in each case it is limited to three times the net value of the Product delivered by Dievision (determined on the basis of the Product's net price agreed between the Parties). In addition, in each case Dievision's responsibility for damages related to the loss of revenue is excluded. Dievision's responsibility for direct damages arising without Dievision's fault is excluded.
- The costs of delivering the complained products to Dievision will be borne by the Recipient.
- The Recipient is obliged to immediately report the observed defects, and in any case not later than within 48 hours from detecting them or from the day when they could have been detected under pain of losing the rights resulting from the guarantee.
- The complaint notifications are examined within 21 days. The complained products need to be delivered to Dievision along with a written complaint and information about the circumstances in which the defect was observed.
- Products regarded by Dievision as defective will be repaired or replaced with ones free from defects at the discretion of Dievision.
- Dievision excludes liability on account of warranty. The prices proposed by Dievision are determined taking into account the provisions of the previous sentence.
- When receiving the products, the Recipient is obliged to immediately examine the delivered product and manufacture the product's test batch under pain of losing claims on account of possible defects. The Recipient is obliged to verify the content and completeness of the shipment at the time of delivery, in the presence of the courier, and any possible damage in transport should be reported to the courier. The Recipient is obliged to report the defects or shortages to Dievision on the day of the Product's delivery, which defects or shortages prevent him from using the Product and defects visible "with the naked eye". Before starting the so-called "mass production" the Recipient is obliged to manufacture the test batch and verify the Product's compliance with his order. Dievision bears no responsibility for damage related to using a defective Product in mass production, unless the Recipient was not able to detect the defects before starting the so-called "mass production" despite performing obligations resulting from these general terms and binding legal regulations and prevailing habits.
- Guarantee claims expire
 - a) if the Recipient does not inform Dievision about defects within the deadline indicated in item 4 above;
 - b) if the Recipient performs repairs, replacements, etc. on his own without Dievision's written consent under pain of invalidity;
 - c) after the guarantee period has expired.
- If, as a result of guarantee repairs, Dievision replace a part of the Product, the entire Product - the replaced parts/Products are the property of Dievision.
- Dievision may refuse to perform the guarantee obligations if the Recipient is in arrears with any payments due to Dievision.

VIII COPYRIGHTS

- All copyrights, intellectual and industrial property rights referring to the Product or other products or materials developed or delivered as part of the Contract (offer, legal relationship, etc.), such as analyses, designs, documentation, reports, as well as related preparatory materials will only be in the possession of Dievision and Dievision's suppliers. The Recipient purchases only the right to use the delivered Product. Any other or wider rights to use or reproduce the Products or materials are excluded. The right to use to which the Recipient is entitled is not an exclusive right and is a right which may not be transferred to third parties.
- Any deviations from the item above need to be expressly agreed by the Parties in writing under pain of invalidity. They will not affect Dievision's right to use the general principles, ideas, designs, documents, works relating to products and materials for other purposes. The transfer of intellectual or industrial property rights will not affect Dievision's rights to undertake development actions towards itself or third parties, similar to those relating to the Recipient.

IX FINAL PROVISIONS

- The legal relationships to which Dievision is a party are subject to the Polish law, unless the Parties have directly reserved otherwise in writing under pain of invalidity.
- Any disputes between the Parties which cannot be settled amicably, and which may arise as a result of the General Terms, all Offers, Preliminary Contracts, Order Confirmations, Contracts and other legal relationships to which these General Terms completely or partially apply will be examined by the Court competent for Dievision's registered office.
- The language competent for performing the legal relationships to which Dievision Spółka is a party is Polish.
- Any correspondence should be delivered directly to the address of a given Party or send by registered mail, unless the Parties decide otherwise in writing under pain of invalidity.
- The general terms are available at Dievision's registered office and at www.dievision.eu