

General conditions of sale of Mimas Technik's products effective since 01/01/2016

1. General provisions

- a. The General Conditions of Sale presented herein determine the policies governing the conclusion of sales contract regarding goods offered by Mimas Technik F.P.H. Producent Opakowań Kartonowych Mirosław Staśko with registered office in 32-202 Wieliczka, at ul. Narutowicza 24, National Business Registry Number (REGON) 350735880, hereinafter referred to as "Mimas Technik".
- b. The General Conditions of Sale, hereinafter referred to as "GCS", constitute an integral part of all the agreements concluded by Mimas Technik.

2. Order placement and conclusion of contracts

- a. The Buyer shall place a written order (via e-mail, fax or in another way). In a case when the Buyer decides to place a verbal order, it is the Buyer who shall be held responsible for any errors resulting from this type of communication (including the quantity, size, packaging and materials used). In such situation the Buyer has only the right to make a quality complaint in accordance with the rules defined in section 10 herein.
- b. A given contract is concluded upon a Buyer's order if Mimas Technik informs the Buyer that the order has been accepted. This shall be performed via e-mail, fax or in another way suitable for this kind of contracts. The GCS shall bind Mimas Technik and the Buyer unless the parties decide otherwise and sign a separate agreement on this matter.
- c. By placing an order the Buyer simultaneously accepts the sales proposal outlined in the GSC.

3. Offers and patterns

The offer describing goods manufactured by Mimas Technis is provided for information purposes only (i.e. the contract is concluded upon the order placement acceptance by Mimas Technik). Both patterns and samples of the packages and cardboards serve informatory functions.



4. Terms of payment

- a. Payment for the goods should be transferred by the time agreed by both parties. The deadline is determined in days and is counted from the invoice date.
- b. The Buyer becomes the owner of ordered goods after the full payment for the goods in question has been made. In the case of a payment default Mimas Technik is entitled to request the return of disputed goods. Mimas Technik is also entitled to apply for compensation if the goods have been used or broken by the Buyer.
- c. In the event of late payment statutory interest may be charged, moreover Mimas Technik will be entitled to claim the return of court fees, execution costs, legal charges and the eviction costs.
- d. The complaints procedure does not entitle the Buyer to withhold the payment for the delivered goods, or for the part of delivery.
- e. The Buyer is obliged to inform Mimas Technik in writing of any changes in its headquarters address or location. Disobeying this requirement shall result in assuming that the addresses provided in the order and contracts or other agreements are binding.

5. Terms of delivery

- a. The delivery shall be executed in accordance with the order and the sales proposal provisions. Provided that the parties did not agree otherwise, Mimas Technik shall sell the goods on an ex-works basis.
- b. If a shipment ordered by the Buyer cannot be delivered or collected by the Buyer on the agreed date due to reasons attributable to the Buyer, the shipment itself shall be warehoused by Mimas Technik or by a third party at Buyer's cost and risk.
- c. If Mimas Technik delivers the previously agreed shipment and the Buyer declares he or she is not ready to collect the shipment, the Buyer shall be charged with the two way transportation costs.
- d. If the delivery has been commissioned to a third-party courier or a forwarding company, the goods to be shipped shall be prepared for the shipment by Mimas Technik on a date specified in the preceding agreements. Mimas Technik shall not be held responsible for any delays in delivery resulting from the third-party companies' operations.



- e. Should there be any overdue payments from a particular customer, the execution of orders placed by this Buyer might be suspended until all the payments are settled.

6. Order completion date

- a. The order completion date is determined individually depending on the complexity of the order in question and on the current circumstances.
- b. Mimas Technik commits to make every effort to deliver the order without any delays. If however such delays occur, they do not constitute a basis for any further claims made by the Buyer toward Mimas Technik, compensation and contract cancellation in particular.
- c. If the order cannot be completed by Mimas Technik due to any force majeure related event, the Buyer shall not be entitled to claim damages to cover the repair costs resulting from not completing or not entirely completing the order. Mimas Technik shall be held responsible for notifying the Buyer of any events that might result in not completing the order. The mentioned above force majeure related events include: disruption of plant operations that have not been caused by Mimas Technik, limitations imposed by authorities, natural disasters, strikes, power outages, etc.

7. Pallet return policy

- a. Provided the parties did not agree otherwise, the goods shall be delivered on returnable pallets.
- b. In a situation when the Buyer does not return the pallets for more than 6 months, he or she shall be charged with the cost of 10 PLN net / 1 pallet and 40 PLN net / 1 EURO pallet.

8. Tools and equipment

- a. Cutting dies become the property of the Buyer after he or she settles the payment for the dies in question. These cutting dies shall be warehoused by Mimas Technik unless the parties decide otherwise.
- b. Cutting dies might require regeneration or replacement after 5 years of exploitation. The cost of this regeneration / replacement shall be covered by the Buyer.
- c. When a given cutting die is not being utilized for over 2 years, Mimas Technik shall submit a written inquiry whether the Buyer wishes the cutting die to be reprocessed or collected by the Buyer. Should the



Buyer not respond for more than 30 civil days the cutting die in question shall be reprocessed. The aforementioned inquiry shall be sent via e-mail or fax.

- d. Screen printing stencil films shall be kept by Mimas Technik for 5 years. After this time they will have to be manufactured again. If these stencil films are not utilized for over 2 years they shall be reprocessed.
- e. Mimas Technik does not archive the print designs, thus it is up to the Buyer to archive the print designs.

9. Features of ordered goods

- a. Delivery quantity tolerance: +/- 10% individually for each item in the order
- b. Cardboard boxes size tolerance:
 - b.i. Wave E: +/- 1.5 mm
 - b.ii. Wave B: +/- 3 mm
 - b.iii. Wave C: +/- 4 mm
 - b.iv. Wave BE: +/- 5 mm
 - b.v. Wave BC: +/- 7 mm
- c. Mimas Technik cannot assure the exact identity in the color of paper used to manufacture ordered packages.
- d. Basis cardboard grammage tolerance is +/- 5%.
- e. Packages and the cardboard are very sensitive to both too high and to low humidity. Too high humidity results in the decreased packaging stiffness, while the too low humidity causes the packing surface to crack.
- f. The sizes of packages are quoted in mm, in the following order: length, width and height. Both length and width determine the base of a package.
- g. Provided the parties did not agree otherwise, the dimensions quoted are treated as the inner dimensions.

10. Customer complaints

- a. Any complaints should be filed immediately to Mimas Technik. Such complaints have to be in writing.



- b. In a case when packages have been damaged in transportation, an appropriate annotation, signed by the driver who transported the goods, should be in the inland bill of lading.
- c. Quality complaints may be filed by the Buyer within 14 days after the delivery date.
- d. Failure to file a complaint within the above mentioned time frame causes the Buyer to lose any rights to file a complaint.
- e. Mimas Technik shall not be held responsible for damage to the shipment that occurred during unloading.
- f. Mimas Technik shall not be held responsible for damage to the goods caused by improper utilization or warehousing performed by the Buyer.

11. Final Provisions

- a. Any matter not specified by the GCS shall be regulated by the Polish Law.
- b. Mimas Technik along with the Buyer shall seek for an amicable dispute resolution. When this proves impossible, the proper way to resolve a dispute will be through the common court of law located nearest to the Mimas Technik headquarters at the day of bringing a civil action.
- c. The Buyer shall not follow his or her purchase regulations while concluding a contract with Mimas Technik.