

DS SMITH POLSKA SP. Z O.O. GENERAL TERMS OF SALE

1. INTRODUCTION

- a. This document comprises the General Terms of Sale of DS Smith Polska sp. z o.o. and is hereinafter referred to as the "General Terms". The General Terms govern the rights and obligations of DS Smith Polska sp. z o.o. and of the Buyer arising out of the agreement concluded between the parties.
- b. **DS Smith Polska sp. z o.o.** (hereinafter referred to as "DS Smith") with registered seat in Warsaw, at ul. Komitetu Obrony Robotników 45D, 02-146 Warsaw, tax identification number 951-158-92-86, statistical number 012192007, BDO No: 000010561, is entered in the Register of Entrepreneurs of the National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number 0000085747 with share capital of 384 460 500,00 PLN.
- c. Unless otherwise agreed in writing between the parties, these General Terms shall prevail over any and all other terms and conditions which may be contained in any general terms, quotation, catalogue, price list, order, acknowledgement or any other document (including, without limitation, any terms or conditions which the Buyer purports to apply).
- d. DS Smith, as a professional manufacturer of the goods purchased by the Buyer, shall take all necessary measures to ensure defect-free and timely production of goods for the Buyer.

2. APPLICATION OF THE GENERAL TERMS AND CONTRACT FORMATION

- a. These General Terms fall within the scope of general contractual terms as described in Article 384 of the Civil Code and are applicable to any sale of goods and supply agreement (hereinafter referred to as "agreement") between DS Smith and the Buyer.
- b. These General Terms are provided to the Buyer as an integral part of a quotation prepared by DS Smith, handed over in the course of negotiations leading up to conclusion of an agreement or attached as an integral part (Appendix) to agreements concluded by signing a separate document. The Buyer is also deemed to have received the General Terms effectively upon a notification made to the Buyer of their availability at the DS Smith website: www.dsmith.com/pl/packaging.
- c. Placing an order by the Buyer amounts to an offer made by the Buyer on the basis of the General Terms. The Buyer is responsible for ensuring that each Order is complete and accurate. Each Order shall set out:
- a specification of the Goods (if not, the standard DS Smith specification will apply);
 - the price agreed; and
 - the delivery or collection details.
- By placing an Order the Buyer is deemed to have consented to be bound by the General Terms also with respect to future orders.
- d. These General Terms shall apply insofar as their application has not been excluded by the Parties in writing. Any deviation from these General Terms is effective only when it is based on an offer made by DS Smith, constituting an offer within the meaning as defined by the Civil Code or when it has been approved by the parties explicitly in writing.
- e. Unless otherwise agreed, an agreement is made upon confirmation by DS Smith of acceptance of the order. The order confirmation is a response by DS Smith to an order placed by the Buyer or to an acceptance of an offer by the Buyer. Any subsequent orders, confirmations of their acceptance together with the General Terms in force on the date of placing the order, constitute a separate contract with regard to the goods covered by the order.
- f. If there is any inconsistency between the parts of the Agreement, then the confirmation of order shall prevail over the General Terms, which shall prevail over the Order, which shall prevail over any other document of the Buyer.
- g. By concluding an agreement the Buyer confirms that their financial condition is satisfactory and that the payment of the price is not doubtful.
- h. Where DS Smith and the Buyer remain in regular business relations, lack of swift response to the Buyer's order shall not be understood as conclusion of agreement by the parties.
- i. If the Buyer who is a natural person purchases the goods in connection with the conducted business activity, it is considered that the concluded contract is of a professional nature for the Buyer, unless the Parties have agreed otherwise.
- j. DS Smith hereby declares pursuant to Art. 4c of the Act of March 8, 2013 on Counteracting excessive delays in commercial transactions (Journal of Laws 2021.424 consolidated text), that it has the status of a large entrepreneur within the meaning of art. 4 point 6 of the above-mentioned act.

3. CANCELLATION AND VARIATION OF ORDER

- a. The Buyer may cancel an order subject to the consent by DS Smith. In any case of order cancellation by the Buyer, the Buyer is obliged to pay DS Smith on demand and within the time prescribed by DS Smith, a charge which takes into account all costs incurred by DS Smith under the Agreement and any costs which DS Smith is committed to pay.
- b. If DS Smith and the Buyer have agreed an appropriate variation of an order with respect to the price and to the time scale for delivery, DS Smith is obliged to make the supply in accordance with those variations provided that the variation has been agreed by the authorized representative of DS Smith.
- c. DS Smith is entitled to vary the prices of the goods to take account of increases in the cost of materials or other costs DS Smith incurs to make a supply. The price of the goods agreed by the parties under the agreement may vary from the prices set out in the price list or from previous prices offered to the Buyer or otherwise agreed under other agreements. The prices offered at the time of the Buyer's request to vary an order pursuant to clause 3 b may differ from the price of the goods agreed at the time of the order.
- d. DS Smith may also substitute suitable alternative materials provided that any agreed parameters of materials are met and subject to prior notification and consent given by the Buyer. If DS Smith is unable to fulfill an order within a reasonable time due to materials being unavailable for reasons beyond DS Smith's reasonable control, DS Smith may substitute alternative materials provided that any agreed parameters of materials are met and subject to prior notification of the Buyer. In case the Buyer refuses to give their consent to substitute the materials, DS Smith is entitled to cancel the order with no further liability to the Buyer.

4. PRICE AND TAX

- a. Unless otherwise stated the Buyer is to pay, in addition to the agreed price:
- all applicable VAT, import or export duties and any and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory (either directly or indirectly) in respect of the sale, supply, delivery or use of the goods,
 - the cost of packaging and delivery of the goods,

- the cost of insurance with respect to EXW orders (INCOTERMS 2020)
 - the cost of any artwork, origination and production of tooling specifically required to fulfil an order.
- b. All the Prices for the supply of Goods and any associated services are quoted without VAT.
 - c. Any VAT due on the supply of goods or services shall be computed on the price and be invoiced by DS Smith to the Buyer in addition to the price.
 - d. DS Smith shall issue invoices complying with applicable legislation on contents of invoices, to ensure that the Buyer will be able to deduct/recover the VAT charged on the invoice by DS Smith. If any such compulsory contents are missing, DS Smith shall issue corrective invoices within one month following the Buyer's written request.
 - e. In the event that VAT is charged in error, a valid VAT amending invoice shall be issued, and the VAT amount will be adjusted accordingly. If VAT was not charged but subsequently it is found that it should have been charged or VAT is assessed by the relevant tax authority as being due on the price, the VAT due upon that price will be paid upon presentation of a valid VAT invoice.
 - f. If the Buyer is arranging or responsible for the transport of goods cross-border then, prior to dispatch of the Goods, the Buyer shall provide DS Smith with satisfactory evidence of exporting the goods outside Poland; otherwise the Buyer is obliged to provide transport documents of the carrier.
 - g. If a deduction or withholding for or on account of tax is required by law to be made by the Buyer, the amount of payment due from you to DS Smith shall be equal to the payment which would have been due if no such tax deduction or withholding had been required.

5. PAYMENT

- a. DS Smith will invoice the Buyer once the goods have been delivered unless the Parties have entered into a self-billing agreement in which case the Buyer will issue the invoice. The Buyer is obliged to pay the invoice within 30 days following issuance of invoice unless agreed otherwise. If the Buyer has a claim against DS Smith, the Buyer is obliged to notify DS Smith of it before setting off the claim and to make all reasonable efforts to resolve any dispute amicably.
- b. In case of settlements with the use of electronic invoices, DS Smith shall issue and send all invoices to the Buyer's e-mail address from the DS Smith's mailing address fakturydssmith@dssmith.com (or from another e-mail address accepted by the Parties) payable to the Supplier's bank account, whose integrity and authenticity of the origin of the content will be guaranteed by the form of a pdf file. The Parties declare that the procedures and security measures implemented and maintained at the level of their enterprises and IT systems guarantee confidentiality and protection of electronic invoices sent against unauthorized access, modification, delay, destruction or loss, including the identification of origin and integrity of electronic invoices. The Parties guarantee additionally that invoices will be sent only by authorized employees, from devices and software protected with login and password, which only authorized employees have access to.
- c. DS Smith is not obliged to supply any goods or services to the Buyer if the Buyer has failed to make any payment to DS Smith or any other entity belonging to the DS Smith Group within the prescribed period.
- d. If any payment is late DS Smith may charge the Buyer statutory interest for delay in payment in commercial transactions on any overdue payment together with all costs incurred in recovering the outstanding payment.
- e. DS Smith may set off any sums owed by the Buyer to DS Smith against any sums owed by DS Smith to the Buyer in accordance with relevant legal provisions.
- f. If the Buyer has previously made a late payment to DS Smith, DS Smith may also at its discretion require the Buyer to pay any future amounts upfront, or may require security for any payment, before continuing with or delivering any order.

6. WARRANTY AGAINST DEFECTS AND SHORTAGES

- a. DS Smith warrants that the goods at the time of delivery will not infringe the intellectual property rights of a third party within the territory of Poland, provided that this warranty shall not apply to the extent that the goods (or any part of them) contain, derive from or otherwise embody any intellectual property rights subsisting in Materials belonging to the Buyer. The Materials belonging to the Buyer shall be understood to mean: any goods, specifications, designs, logos, trademarks, prints, artwork, instructions or other information provided by the Buyer or on its behalf to DS Smith.
- b. Due to the nature of the goods manufactured by DS Smith, any claim relating to shortages or quality must be submitted by the Buyer within 3 days from the date of delivery, which is a non-negotiable deadline. DS Smith is not liable for defects caused by normal wear and tear, improper or careless storage, use, or excessive stressing or the like, as deemed by the Seller or where the quality of the Packaging has deteriorated following the date of delivery. In the case of water damage, this must be endorsed on the delivery note at the time of delivery. The storage instructions will be provided by DS Smith upon the Buyer's request.
- c. In case the Seller has deemed the claim justified, the Seller shall be obliged, at the Seller's discretion, to deliver goods free from defects or missing, or reduce the price due for the goods within the time agreed with the Buyer, the Buyer's right to withdraw from the Agreement being excluded, unless the Parties have agreed otherwise.
- d. Any right the Buyer may have relating to warranty and shortages shall lapse following 3 months from the date of delivery of the goods.
- e. All implied warranties or conditions are excluded to the fullest extent permitted by law.
- f. The Buyer undertakes to indemnify and hold DS Smith harmless from and against any and all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses), actions, proceedings, claims and demands incurred by or brought against DS Smith:
 - arising directly or indirectly out of or in connection with any breach of any of the Buyer's obligations under any contract or any default or negligence on the Buyer's part or on the part of any person used by the Buyer in the course of executing the agreement;
 - for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with DS Smith's acting in accordance with the Buyer's instructions or use of Materials belonging to the Buyer.
- g. The Buyer's rights arising from any defect of the goods are excluded in case the goods vary from the specification in a way which is not material to the use or functionality of the Goods.

7. DELIVERY OR COLLECTION

- a. Unless agreed otherwise in writing, DS Smith shall use reasonable endeavors to have the goods ready for the Buyer at the agreed time in accordance with the order, confirmation of order or as agreed pursuant to clause 3 b. but this is only an estimate of the delivery or collection

date, time is not of the essence and, to the maximum extent permitted by law, DS Smith shall not be liable for any loss or damage arising as a result of failure to deliver the Goods by that time, save as otherwise provided in the General Terms. The Buyer can only refuse to accept delivery after that time if:

- the Buyer has sent DS Smith a written notice specifying a deadline date; and
- DS Smith has specifically accepted that deadline date in writing.

b. DS Smith shall not be liable for any delay in delivery of the goods, or failure to deliver, that is caused by: (i) an event, circumstance or cause beyond DS Smith's reasonable control; (ii) a shortage of raw materials; or (iii) the Buyer's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the goods.

c. The Buyer is responsible for unloading the goods delivered by DS Smith.

d. Where the Buyer has failed to take delivery or collect goods from DS Smith in accordance with the Agreement, the Buyer must pay on demand DS Smith's storage and additional carriage costs, as well as costs of disposal, to which DS Smith is entitled upon expiration of the deadline prescribed by DS Smith for accepting delivery or collection. In addition, DS Smith is also entitled to terminate the agreement with immediate effect.

e. The Buyer has no right to reject the goods if the quantity of goods delivered is up to and including 10% more or less than the quantity ordered ("Range") provided that DS Smith will make a pro-rata adjustment to the invoice for the Goods.

f. In the event that the quantity of goods delivered is above the Range, the Buyer may: (i) reject and return to DS Smith the excess goods above the Range; or (ii) accept the excess goods above the Range, in which case DS Smith will have the right to make a pro-rata adjustment to the invoice for the goods. DS Smith shall not have any further liability to the Buyer for the delivery of goods above the Range.

g. In the event that the quantity of Goods delivered is less than the Range, the Buyer shall notify DS Smith in writing and DS Smith shall supply the Buyer with the shortfall within a reasonable period and shall have no further liability in respect of such shortfall.

h. When collecting the goods from DS Smith, the Buyer will, and will ensure that persons acting on behalf of the Buyer will, comply with any and all rules and regulations on health and safety at work, protection and other laws and procedures in place at DS Smith. The rules, regulations, laws and procedures referred to in the preceding sentence will be provided upon the Buyer's request. The Buyer shall also take every precaution in order to protect the Buyer's employees as well as the employees of DS Smith during performance of services and delivery of goods.

8. PACKAGING

a. DS Smith decides the appropriate method of packaging. Packages and wrappers are non-returnable, unless agreed otherwise.

b. Pallets identified in the delivery note as belonging to DS Smith remain the property of DS Smith and must be returned to DS Smith within one month of delivery, failing which DS Smith will invoice the Buyer for their replacement cost. If not DS Smith shall have the right to invoice the Buyer for their replacement cost and the Buyer shall pay such invoice within 30 days from the date of issuance unless otherwise agreed in writing.

9. CUSTOMER APPROVALS

a. Where the Buyer supplies DS Smith with Materials belonging to the Buyer or intellectual property rights to be printed on or incorporated into the goods, the Buyer shall be solely responsible for their accuracy and the existence of such rights.

b. Where DS Smith supplies proofs, printing details, artwork or other specimens for the Buyer to approve as complying with the order the Buyer must do so promptly. DS Smith is not responsible for any delay the Buyer causes or any errors which the Buyer does not identify at the time of giving the approval.

c. All prices DS Smith gives the Buyer for printing are made subject to our receiving suitable copy matter, and are on the basis that DS Smith can use its standard range of ink colours. The buyer shall bear all costs if any deviations from the DS Smith's standard range of ink colours are required for the goods.

d. The Buyer acknowledges and agrees that the final price agreed by the parties may vary from the prices set out in the price list or previously applied prices if any deviations from the DS Smith's standard range of ink colours are required for the goods.

e. The Buyer hereby grants DS Smith a non-exclusive, fully paid up, royalty-free licence (together with the right to grant sub-licences to other DS Smith Group Companies and our or its subcontractors) to copy, use and modify the intellectual property rights embodied in the Materials belonging to the Buyer to the extent necessary for DS Smith to fulfil its obligations and provide the goods under the agreement. The Buyer represents and warrants to DS Smith that the licence of the rights granted hereunder does not infringe the intellectual property rights of any third party.

10. PASSING OF RISK AND TITLE

a. Risk for loss or damage to the Goods shall pass to the Buyer:

- if the Goods are being delivered to the Buyer, in accordance with Incoterms 2020: DAP; or
- if the Goods are being collected by the Buyer, in accordance with Incoterms 2020: EXW.

b. The goods do not belong to the Buyer until DS Smith has received payment of the price due and all payments relating to delivery in full.

11. TERMINATION

a. Either Party may terminate an agreement immediately on written notice if the other party is in material breach of an obligation and does not put it right within 21 days of receiving a notice to do so. On termination any then existing claims which either party has against the other remain in force.

b. Without limiting its other rights or remedies, DS Smith may terminate the agreement with immediate effect by written notice to the Buyer if the Buyer fails to pay any amount due under the Agreement on the due date for payment.

c. On termination of the agreement, the Buyer shall immediately pay to DS Smith all indebtedness to DS Smith with applicable interest.

d. DS Smith may terminate an agreement immediately on notice in writing if the Buyer has become insolvent or if DS Smith believes that the Buyer will not be able to pay the price or other payments when due and the Buyer shall provide DS Smith with such information in relation to its financial position as DS Smith may reasonably request from time to time, or if the Buyer has committed a breach of confidentiality referred to in clause 14 m. of the General Terms or has failed to comply with the obligation to comply with the sanctions and regulations referred to in clause 14 o. of the General Terms.

e. DS Smith may also terminate an agreement with immediate effect by a notice in writing in case of acquisition, transformation or division of the Buyer's enterprise.

f. DS Smith may terminate an agreement in writing with 3-months' notice made in writing.

g. Provisions relating to warranties, limitation of liability, intellectual and industrial property, confidentiality and obligations on termination shall survive the termination or expiration of the Agreement.

12. LIABILITIES

- a. Neither Party may exclude or restrict its liability for: fraud, willful misrepresentation, death or personal injury caused by such party's negligence nor in any other circumstances where the it is not legally permissible to exclude or restrict liability.
- b. Subject to clause 12 a., DS Smith shall have no liability to the Buyer for any of the following types of loss: loss of profit; loss of sales or business; loss of revenue; loss of opportunity; loss of contracts; loss of or damage to goodwill and/or reputation; loss of anticipated savings or wasted expenditure; corruption or destruction of computer data; or indirect or consequential loss.
- c. Subject to clauses 7, 12 a. and 12 b. and to the specific obligations resulting from the warranty for defects of the goods referred to in clause 6, any other total aggregate liability of DS Smith to the Buyer shall, to the maximum extent permitted by law, not exceed 10% of the price payable for the supply giving rise to the claim.
- d. DS Smith is not liable for any improper performance or failure to fulfill its obligations toward the Buyer where such improper performance or failure is due to circumstances which are extraordinary and beyond the control of DS Smith and which could not have been expected and avoided (Force Majeure). By circumstances of Force Majeure the parties understand in particular: disasters, flood, earthquake, fire, riot, war, state of emergency, terrorist attack, epidemics, embargo, orders, restrictions and regulations issued by the government and other appropriate bodies and entities.
- e. The Buyer acknowledges that the above provisions of this clause 12 are reasonable and reflected in the price which would be higher without those provisions and the Buyer shall accept such risk and/or insure accordingly.
- f. In this clause 12, references to liability include every kind of liability arising under or in connection with the agreement, including but not limited to liability in contract, tort (including negligence), restitution or otherwise.

13. COMPLIANCE

a. In addition to the obligations to comply with applicable laws and regulations, the Buyer shall and shall procure that your officers and employees shall:

- comply with the UK's Bribery Act 2010 and all anti-corruption laws in any jurisdiction applicable to the Buyer or DS Smith ("**Anti-corruption Laws**");
 - not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this or any other agreement between DS Smith and the Buyer and/or to obtain any benefit for DS Smith which would violate any Anti-corruption Laws;
 - comply with the UK's Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any jurisdiction applicable to you or DS Smith;
 - ensure that neither the Buyer nor any of its senior officers have been convicted of any offence involving slavery and human trafficking, nor have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
 - not, when acting in the capacity of a person associated with DS Smith, engage in any act or omission which would constitute a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence as those terms are defined in Part 3 of the UK's Criminal Finances Act 2017; and
 - not cause, facilitate or contribute to the commission of an offence of failing to prevent the facilitation of tax evasion under section 45 or 46 of the UK's Criminal Finances Act 2017 or any other legal and regulatory anti-facilitation of tax evasion obligations.
- b. If the Buyer becomes aware of any breach or suspected breach of this clause 13, the Buyer shall promptly notify DS Smith and DS Smith may immediately suspend operation of the agreement by giving written notice to the Buyer, pending an investigation into the breach or suspected breach. The Buyer shall assist DS Smith in any such investigation, including by providing DS Smith with access to the Buyer's personnel, documents and systems.
- c. In addition to DS Smith's rights in clause 11, if, in DS Smith's reasonable opinion, the Buyer has breached this clause 13, DS Smith may, in its sole discretion, on written notice, immediately: (i) terminate any or all agreements between DS Smith and the Buyer; and (ii) suspend operation of the agreement.
- d. The question of whether a person is associated with another person shall be determined in accordance with section 44 of the UK's Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act)
- e. Each party to the agreement acknowledges that they act as independent controllers of any personal data processed in the course of this agreement and shall comply with their respective obligations under the Data Protection Legislation. The Buyer agrees not to provide or otherwise make available personal data to DS Smith, other than business contact information (for example, business, telephone number, job title and email address). In the event that any personal data is processed by a party in the capacity of a processor in relation to this Agreement, the parties shall enter into a separate written agreement regulating such process in accordance with Article 28 of the GDPR. For the purpose of this clause, "**Data Protection Legislation**" shall mean the EU General Data Protection Regulation 2016/679 ("**GDPR**") and the UK Data Protection Act 2018 (notwithstanding the UK's exit from the European Union), and the terms "**controller**", "**personal data**" "**processed**" and "**processor**" shall have the same meaning as they are given in the Data Protection Legislation.

14. GENERAL

- a. If any license or consent of any government or other authority shall be required for the acquisition, carriage, storage or use of the goods by the Buyer, the Buyer shall obtain the same at the Buyer's own expense and if requested by DS Smith, produce evidence of the same to DS Smith.
- b. Any notice hereunder and any notice given under the Agreement, except for notices referred to in clause e., shall be in writing and served by delivering it personally or sending it by recorded delivery or letter with acknowledgment of receipt to the correspondence address of DS Smith: DS Smith Polska sp. z o.o. Oddział w Kielcach, 25-639 Kielce, ul. Malików 150 and the address of the Buyer (as applicable). Any such notice shall be deemed to have been delivered:
 - if delivered personally, at the time of delivery; and
 - in the case of recorded delivery or delivery with acknowledgment of receipt, at the time of delivery and where the notice has not been delivered, upon the expiration of the last day for collection of mail at the postal service operator's facility on the basis of a notification on leaving the mail at the facility.
- c. If the Buyer has chosen an address for service different from the registered office, the Buyer shall promptly notify DS Smith of this fact in writing. In case of failure to fulfill this obligation, any correspondence sent to the address of the registered office shall be deemed effectively delivered.
- d. Submitting statements between the parties in electronic form is allowed where in accordance with legal provisions such form is equivalent to written form.
- e. In the cases identified in the agreement, or agreed in writing by the parties and insofar as day-to-day servicing of orders is concerned, in particular in cases referred to in clauses: 3, 4, 5 a and b, 6, 7, 8, 9 of these General Terms, the parties may give notices in documentary form (e-mail or fax). Any correspondence in documentary form (e-mail) of the Buyer addressed to DS Smith should be sent to the address indicated

in DS Smith's offer and is effective when it appears in the mailbox of DS Smith unless agreed otherwise. Any correspondence in documentary form (e-mail) sent by DS Smith is effective if sent to any address within the Buyer's domain unless agreed otherwise. Any correspondence made in documentary form (e-mail) shall be deemed sent by DS Smith when it leaves the mailbox of DS Smith. Any correspondence made in documentary form (e-mail) is effective when it appears in the mailbox of DS Smith. Any correspondence in documentary form (fax) is deemed to be delivered effectively upon receipt of the confirmation of electronic transfer of data by the sender.

f. Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any times becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another. In its sole discretion, DS Smith may terminate the agreement by not less than seven (7) days' written notice to the Buyer in the event that DS Smith considers that such deletion or amendment will have a materially adverse effect on its rights under the Agreement.

g. Where the Buyer leaves any of the Buyer's property with DS Smith, the Buyer does so at its own risk and must get a receipt for it.

h. No waiver by DS Smith of any breach of the Agreement by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. Exercise of one of the rights available to DS Smith under an agreement, General Terms or at law does not preclude DS Smith from exercising other available rights.

i. Except for the intellectual property rights embodied in the Materials belonging to the Buyer, DS Smith owns all intellectual and industrial property created under this agreement. Where necessary, the Buyer shall assign or procure the assignment of all such rights (including moral rights) to DS Smith. Subject to payment by the Buyer in full for the goods, DS Smith may grant the Buyer a non-exclusive, non sub-licensable right to use the goods in the course of the Buyer's business within the territory of Poland. "**Intellectual Property Rights**" means copyright and related rights, trademarks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

j. DS Smith may arrange to carry out its obligations in part or fully through subcontractors.

k. The Buyer must not novate, assign or otherwise transfer any or all of the Buyer's rights, interests or obligations under the Agreement without DS Smith's prior written consent.

l. The Agreement and its subject matter as well as contents of any offer are confidential and must not be disclosed to any person without DS Smith's permission given in advance in writing except to the extent that disclosure is required by law or any governmental or regulatory authority.

m. Any change to the agreement must be made in writing by both parties.

n. By accepting these General Terms, the Buyer agrees that the Buyer shall not, directly or indirectly (a) sell, export, distribute, transfer or otherwise provide the goods to any country, entity or person or (b) conduct business on behalf of DS Smith entity –

in contravention of any current economic or trade sanctions, laws, or regulations of the European Union, the United Nations or any other applicable sanctions authority, as amended from time to time.

o. In case of any variation of these General Terms, DS Smith shall provide the Buyer with an updated version of the General Terms or notify the Buyer of their availability on the DS Smith website: www.dssmith.com/pl/packaging. The Parties are bound by the updated version of the General Terms from the moment when the Buyer had an opportunity to become acquainted with them.

15. GOVERNING LAW AND JURISDICTION

a. The Agreement, General Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by and construed with the laws of Poland to the exclusion of the United Nations Convention on contracts for the International Sale of Goods dated 11th April, 1980.

b. Any dispute arising out of or in connection with these General Terms or the Agreement shall be settled exclusively by the appropriate court in Kielce in accordance with Polish law and in Polish, subject to the jurisdiction in intellectual property matters resulting from relevant legal provisions.

c. Nothing in this clause shall limit the right of DS Smith to take proceedings against the Buyer in the courts of any country in which the Buyer has assets or to conduct proceedings in more than one jurisdiction to the extent permitted by applicable law.

Warsaw, January 2022