

General Terms and Conditions of Purchasing Materials and Services for Gerresheimer Bolesławiec S.A.

1. Finally binding effect of the terms and conditions

1.1. These purchasing terms and conditions shall apply to any and all commercial issues connected with the Supplier or with other Contractors (hereinafter jointly referred to as the "Supplier") even if they are not included in future agreements.

1.2. The aforesaid terms and conditions shall also apply if the Supplier resorts to its own business activity conditions, specifically if an order is accepted or if an order is confirmed, unless the Supplier's conditions have been explicitly approved in advance.

2. Procedure of placing and processing orders

2.1. An order is deemed placed only if the order is made by our company in writing. Orders that are placed orally or on the phone shall be binding upon our company only after we have confirmed them in writing. Drawings presented by our company for each and every order, including the information on tolerances, shall be binding. By accepting an order, after having reviewed and analyzed existing plans, the Supplier confirms that the Supplier is aware of the nature and scope of a service to be provided.

2.2. Obvious formal errors, typos or calculation errors included in our documents, drawings and designs shall not be binding upon our company. The Supplier shall be obligated to notify our company on any such errors and mistakes to make it possible for our company to correct and make changes to an order. The above provision shall also apply in case of missing documents and drawings.

2.3. Unless otherwise agreed, orders should be confirmed within 3 working days as from the day on which the order was sent. If an order is confirmation is not received. If no objections are raised by the supplier, the order is deemed accepted for processing by the supplier after the lapse of 4 working days as from the order date.

2.4. Any quality and quantity discrepancies or irregularities contradictory to the provisions and content of our order and to any future amendments to the agreement shall be deemed existing only after we have acknowledged them in writing.

2.5. Information on the dimensions, weight and quantity, prices as well as other descriptions and data, e.g. information included in e-mail correspondence, shall be regarded as approximate information which shall not be binding upon our company until explicitly confirmed in an order or in a technical specification that follows the order sent / that is appended to the order. The said data shall be provided to the Supplier before entering into the agreement and shall remain the sole property of our company. The said data must not be disclosed to any third party.

2.6. Drawings, tools, samples, models, brand names, presentations or similar materials, as well as finished products or semi-finished products delivered by our company or produced on the basis of our order shall remain our property and shall be delivered to third parties only after we have explicitly consented thereto in writing. Subject to agreements the provisions of which stipulate otherwise, the said materials shall be returned to our company immediately after the order has been performed, without it being necessary to send an additional request with that regard. Products manufactured or labeled with such production means, brands and presentations may be delivered to third parties only after we have explicitly consented thereto in writing.

3. Delivery deadlines

3.1. All agreed delivery deadlines shall be binding. All delivery deadlines are included in the orders. Goods must be delivered to a location and within a delivery deadline specified by our company. Should there be any risk of late delivery, the Supplier shall be obligated to notify our company without delay and wait for our decisions regarding upholding the order.

3.2. In the case of moulds and tools ordered by Gerresheimer Bolesławiec S.A., if the Supplier fails to timely perform the Supplier's obligations, we shall be entitled, after having sent a reminder, to charge contractual penalties amounting to 0.5% of the net value of an order for each commenced week of delay (with the total value of contractual penalties never exceeding 5% of the net value of the order) and/or to demand the delivery to be performed and/or to withdraw from the agreement. Contractual penalties paid shall be set off from any potential claims pertaining to damages.

3.3. We shall not be obligated to accept goods before the order deadline.

4. Delivery/packaging

4.1. The Supplier shall be obligated to maintain high quality of materials delivered and to mitigate the risk of damages to goods in transport. Goods delivered to Gerresheimer Bolesławiec must be intact, properly labeled and packed in original packages. To allow correct identification of materials,

please include our order number in all shipping documents and invoices. No order number in documents provided may result in late payments for the goods delivered.

4.2. Any damages in transport (depending on the agreed Incoterms) shall constitute the basis for a complaint and shall be reported to the supplier immediately after a defect has been discovered by Gerresheimer Bolesławiec S.A.

4.3. The goods shall be delivered under DDP (INCOTERMS 2017) to a target destination specified by our company. In exceptional cases, if we are obligated to incur transportation costs, the Supplier shall use a forwarding company selected by our company or forwarding services that are the most beneficial and convenient for our company. If the goods are sold ExWorks (EXW), the supplier shall be obligated to provide our company with all information necessary to organize the procedure of accepting the goods.

4.4. The risk shall pass on to our company after we have collected the goods in a delivery target destination specified by our company.

4.5. The price shall include the costs of packaging. If, as an exception, it has been agreed otherwise, the costs of packaging charged by the Supplier shall not exceed the costs of packaging actually incurred by the Supplier. The Supplier undertakes to use packages chosen by our company and to ensure that the packages shall protect the goods from damages.

4.6. The Supplier shall not be entitled to perform partial deliveries without a prior approval of Gerresheimer Bolesławiec S.A.

4.7. Pallets

All raw materials, packaging materials and goods shall be shipped to Gerresheimer Bolesławiec S.A. on pallets. Wooden pallets shall be made of wood that are certified as free from 2,4,6-tribromophenol (TBP) and from any other substances used to counter fungicidal phenols. Pallets shall comply with ISPM 15 standard. No pallets fumigated with methyl bromide are allowed. All wooden pallets must be correctly labeled with approval markings compliant with ISPM 15 standard. Original EPAL pallets shall be the only exception to the rule above. Failure to meet the aforementioned requirement shall result in a refusal to accept a delivery, with all costs connected therewith charged to the supplier.

5. Documentation

5.1. Invoices, proofs of delivery and shipment specifications should be appended to each and every shipment. The said documents should:

- include an order number,
- specify the quantity and quantity units,
- specify the gross weight, net weight and, if required, reference mass,
- contain information on the material identifiable with our number of the material,
- specify the remaining quantity (in the case of partial deliveries),
- include the delivery address / recipient of the goods,
- include the statistical number of goods, if necessary,
- include a certificate of quality / certificate of origin containing the production date issued for each batch of the goods delivered.

Deliveries with no certificates of quality shall not be accepted by Gerresheimer Bolesławiec S.A. All raw materials, packaging materials and commercial goods are subject to the quality control procedure. If they do not meet technical specifications, if goods delivered are damaged or if it is impossible to identify the goods, the delivery shall be rejected of which the supplier shall be notified in a complaint report.

5.2. Should the supplier fail to perform the obligations referred to in the sections above, we shall not be liable for any delays in the procedure thereafter.

6. Prices

6.1. If not explicitly agreed otherwise, agreed prices shall be lump sum prices, unless the Supplier decides to generally lower its prices.

6.2. The price included in an order shall be binding and shall be determined on the basis of the agreement under DDP (INCOTERMS 2017). The agreed purchase price shall be a net price and including all costs connected with performance of the order.

7. Invoices/payments

7.1. Invoices shall be issued separately for each order. Payments shall be made only after all goods without defects have been delivered or after all services without defects have been provided and only after an invoice has been received. The above provisions shall also be applied accordingly in the case of partial deliveries. Delays resulted from incorrect or incomplete invoices shall not affect the discount periods. If a discount is granted the payments shall be made within the following deadlines:

- discount of 2% - within 14 days
- net within 60 days

7.2. To the extent prescribed by the rules of law, we shall be entitled to setoff and to keep the goods.

7.3. The Supplier should check if all data regarding Gerresheimer to be included in the invoice are correct. Invoices containing incorrect data or incorrectly issued may not constitute the basis for payment. Payment deadlines agreed with Gerresheimer Boleslawiec S.A. shall commence on the day on which a correct VAT invoice is issued.

7.4. Invoices may be sent electronically as PDF files. For more information contact us at faktury@gerresheimer.com.

7.5. Assignment of receivables, debt collection services or other forms of payment consisting in transferring the amounts due for delivered goods or services to a bank or any other business entity specified in the invoice shall be subject to an approval of Gerresheimer Boleslawiec S.A.

8. Quality / identification of defects / liability for defects

8.1. The Supplier shall be obligated to maintain high quality of materials delivered and to mitigate the risk of damages to goods in transport. Goods delivered to Gerresheimer Boleslawiec must be intact, properly labeled and packed in original packages.

8.2. Within a given deadline we shall be obligated to check the goods for any quality and quantity discrepancy or irregularity; notifications concerning defects shall be provided to the Supplier within 10 (ten) working days as from the day of receiving the goods or, in case of latent defects, as from the day on which a defect was discovered.

8.3. We shall be entitled to claims regarding latent defects without any limitation. Irrespective of the case, we shall be entitled to request of the Supplier, at our discretion, to remedy a defect or to deliver new defect-free goods. We shall maintain the right to claims for damages, specifically to claims for damages on account of substitute performance.

8.4. Should there be a risk of delay or in case of any other emergency, we shall be entitled to remedy a defect in our own capacity or to have the defect remedied by a third party at the cost of the Supplier. The costs connected with activities specified in this sections shall be incurred by the Supplier.

8.5. Should it prove impossible for the Supplier to remedy the defect / to have the goods delivered by a third party or to perform the activities referred to above without undue delay after having provided the Supplier with a request to do so and after having determined a deadline to perform such activities, we shall be entitled, irrespective of our statutory claims, to send the goods back at the cost and risk of the Supplier and to have our needs satisfied by third parties.

8.6. The bar of limitation is agreed 12 months as from the day on which the risk is transferred.

8.7. To the exclusion of the above provisions, the warranty shall be based on statutory regulations.

9. Producer's liability / compensation / third-party liability insurance

9.1. The Supplier undertakes to hold a valid product liability insurance to the amount of at least EUR 5,000,000 (five million euros) as a total one-off (lump) limit for damages to people and property for each event and to EUR 10,000,000 (ten million euros) for each insurance period (one year); In case of claims for damages to which we are entitled but which exceed the amounts referred to above, such claims shall be maintained.

10. Protection rights

10.1. The Supplier declares that the delivery of the goods and the use of the goods for our productions purposes shall not breach any patents or other intellectual property rights (including copyrights and other related rights in property) of any third party. The Supplier undertakes to hold us and our clients harmless from any claims regarding the use of any protective rights referred to above. The provisions above shall not apply if the Supplier produced delivered goods according to our drawings, technical specifications models or other descriptions or orders and was not or could not have been aware of the fact that the protective rights had been breached in connection with the products manufactured by the Supplier. At the request of the Supplier, we undertake to inform the Supplier about the countries to which the goods are delivered.

10.2. The Supplier declares that signing separate purchase agreements shall not result in any breach of legal regulations, including in any breach of acts, ordinances or any other regulations established by any public administration body.

10.3. The Supplier declares that all subject matters of purchase agreements are Supplier's sole property and that they are not encumbered with any third-party rights (e.g. pledges, rights of other creditors arising from the transfer of claims or other instruments to secure loans, acquisition of receivables, hire purchase, conditional purchase etc.).

11. Force Majeure

Wars, civil wars, export or trade limitations caused by changes of the political situation, strikes, lockouts, disruptions in business activity, restrictions pertaining to business activity and other similar circumstances which make performance of the agreement impossible or difficult shall be regarded as Force Majeure and shall release us from the obligation to timely accept the goods throughout the period during which the said circumstances persist. The parties to the agreement shall be obligated to inform one another about the foregoing and to adapt, in good faith, their obligations a changing situation.

12. Storage / ownership rights

The materials and goods provided to the supplier to perform the order for Gerresheimer Boleslawiec S.A. shall remain our property. The above materials shall be stored separately and used solely to perform our orders. The Supplier shall be liable for decreased value of or for the loss of the said materials even if it is caused by third parties. Products manufactured with the use materials we delivered shall remain our property at all production stages. The Supplier shall be obligated to store such products on our behalf. The costs of products and materials stored on our behalf shall be included in the purchase price.

13. Trade secret

The Supplier undertakes to treat our orders and all commercial and technical data connected with the orders as trade secret.

14. General conditions

14.1. Invalidity of any provision shall not affect the validity of the remaining provisions.

14.2. As far as all legal relations between our company and the Supplier are concerned, the rules of law of a country in which our registered seat is located shall apply (including the provisions of the United Nations Convention on International Sale of Goods (CISG)), even if the registered seat of the Supplier is located abroad.

14.3. Orders and agreements shall be performed in our registered seat. For each delivery, it shall be possible to enter into an agreement whose provisions are divergent from the content hereof.

14.4. The courts competent for our registered seat shall have jurisdiction over the matters covered herein.