

**General Sales Conditions for goods of companies from the VPK Packaging Group NV,  
namely VPK Packaging Sp. z o.o., Aquila sp. z o.o. and Aquila Radomsko sp. z o.o.,  
applicable as of 1 March 2010**

**§ 1. General Provisions**

1. These General Sales Conditions stipulate principles of entering into sales agreements for products offered by VPK Packaging Group NV companies having their seat in Poland, namely: 1) VPK Packaging Sp. z o.o. seated in Września (address: 62-300 Września, 6A Objazdowa Street), entered to the register of business entities under number KRS 0000136994, 2) Aquila sp. z o.o. seated in Września (address: 62-300 Września, 6A Objazdowa Street), entered to the register of business entities under number KRS 0000236658, 3) Aquila Radomsko sp. z o.o. seated in Września (address: 62-300 Września, 6A Objazdowa Street), entered to the register of business entities under number KRS 0000305498, hereinafter referred to (each of them separately) “**VPK**”.
2. These General Sales Conditions, hereinafter referred to as the “**GSC**”, represent an integral part of all sales agreements concluded with VPK.
3. An agreement is entered into based on an order placed by a Purchaser. An agreement becomes effectively concluded when VPK informs the Purchaser about the order acceptance within 24 hours from the moment when the order was placed. The Purchaser shall be informed about the order acceptance via e-mail, fax or via another medium applicable for this type of agreements and such information shall bear a link to an Internet website where these GSC can be found. As at the date of writing these GSC, they are presented at the [www.aquila.vpk.pl/ows](http://www.aquila.vpk.pl/ows) website. The GSC shall be binding for both, VPK and the Purchaser, unless the parties separately, explicitly and in writing agree that all or some provisions of these General Sales Conditions shall not apply to a particular order or agreement.

**§ 2. Offers, Templates and Price Lists**

Offers, advertisements, price lists and other announcements concerning products offered by VPK shall be informative only. Templates and samples displayed by VPK shall be considered exclusively as visual and presentational materials.

### § 3. Payment Terms

1. A payment for the received goods shall be settled within 30 days from the date of an invoice issue by VPK. In each case, that date shall be expressed in days and counted from the invoice issue date.
2. The Purchaser shall become an owner of the ordered goods at the moment of effecting total payment for the goods made at the due time. VPK hereby reserves the ownership right to the sold product as stipulated by art. 589 of the Civil Code. Should the Purchaser fail to make a payment on the due date, VPK shall have the right to request return of the non-paid goods from the Purchaser. Moreover, VPK may request compensation if the product was used or damaged, in particular when the value of the product collected from the Purchaser is lower than the payment that should be made by the Purchaser for the received product.
3. The effective date of payment by the Purchaser shall be the date of funds inflow to VPOK bank account indicated each time on VAT invoice.
4. When the payment is overdue, VPK shall have the right, without sending additional payment demands, to request penalty interest of 5 (five) percentage points above the statutory interest applicable as at the date of invoice payment (on an annual basis). Penalty interest for overdue payment shall be accrued beginning from the date following a date when the payment became matured.
5. When the payment is overdue, VPK shall have the right to claim, apart from the main receivables and penalty interest, also the reimbursement of court fees, execution fees and legal representation costs. Moreover, VPK shall have the right to request and claim from the Purchaser a flat rate repayment of costs related to collection of these receivables in the amount representing maximum 10% of the receivables subject to collection.
6. Should the Purchaser go into arrears with payment due pursuant to more than one invoice, VPK shall have the right to take any payment made by the Purchaser under any invoice, to penalty interest first and then, to the payment of oldest overdue receivables. This provision shall waive the Purchaser's (the debtor's) right referred to in art. 451 §1 of the Civil Code. At the same time, VPK reserves the right to offset other receivables and liabilities, in compliance with provisions of the Civil Code.
7. The Purchaser shall not have the right to make an offset statement towards VPK.
8. When the Purchaser misses a product payment deadline stipulated by even one invoice, VPK shall have the right to request immediate payment of all sums stipulated by other invoices even when their original payment date has not matured yet.
9. Making a complaint shall not entitle the Purchaser to withhold a payment for the delivered goods or part of such goods.

10. The Purchaser shall immediately inform VPK in writing about each change in the Purchaser's seat or place of residence or correspondence address. In the absence of such a notification, deliveries made to addresses indicated in orders or, in signed agreements or other arrangements shall be considered duly delivered.

#### **§ 4. Terms of Delivery**

1. Goods purchased by the Purchaser shall be delivered based on an order for such goods.
2. An order shall be placed via the Internet website [WWW.aquila.vpk.pl](http://WWW.aquila.vpk.pl) – via Web Shop system or in another written form (by e-mail or fax) and it shall specify an exact name and address of the Purchaser, the assortment, the volume of the ordered goods, as well as, delivery date and time.
3. VPK may accept an order in full or in part.
4. VPK shall act with due diligence to deliver the ordered goods to the Purchaser without any delay. Delays in the delivery of goods may not represent grounds for any claims of the Purchaser against VPK, in particular claims for compensation or termination of the agreement.
5. If VPK was not able to deliver the goods as a result of force majeure occurrence, then the Purchaser shall not be entitled to claim any compensation for damage resulting from non-fulfilment or improper fulfilment of the obligation. VPK shall immediately advise the Purchaser about circumstances that made the delivery impossible. The force majeure circumstances shall include, amongst others, disruption to operations of the plant not caused by VPK, limitations resulting from governmental decisions, from a natural disaster, strike or stoppage in the electric power supply, etc..
6. Should the Purchaser have any payments in arrears or fail to settle penalty interest accrued on overdue payments or, should VPK obtain information about deterioration of the Purchaser's financial standing that could have an adverse impact on the delivery of the Purchaser's obligation under this agreement signed with VPK, delivery of further goods may be withheld until the due payments are settled or, until the payments are secured in a manner agreed with VPK.

#### **§ 5. Delivery of Goods**

1. Unless the Parties agreed otherwise, VPK goods are sold *ex works*.
2. Pallets on which the cardboard is delivered, shall be owned by VPK. At each VPK request, the Purchaser shall prepare pallets currently held by the Purchaser to be handed over to VPK and shall load the pallets onto means of transportation sent to the Purchaser for the purpose of collecting the pallets. Should the Purchaser fail to return/ hand over the

pallets, VPK shall charge the Purchaser with costs of non-returned pallets, in accordance with the currently applicable VPK price list.

3. The goods that may not be delivered to the Purchaser within the agreed timeframes for reasons caused by the Purchaser, shall be stored by VPK at the Purchaser's cost and risk. VPK hereby reserves the right to put such goods into third party warehouses at the Purchaser's cost if after sending a request to collect the goods to the Purchaser, the Purchaser failed to collect the goods within 8 days from the date of receiving such a request.

## § 6. Characteristics of the Ordered Goods

1. The ordered goods shall be compliant with relevant Standards (paper: CEPI standards, *corrugated cardboard: FEFCO standards, solid cardboard: ASSCO standards*)
2. The following tolerance shall be permissible for the following orders:
  - a. Up to 500 items: 50%;
  - b. From 501 to 1,000 items: 20%;
  - c. From 1,001 to 5,000 items: 15%;
  - d. Above 5,000 items: 10%.

The above figures shall refer separately to each format, each type/ sort of cardboard and each delivery.

3. Tolerance of sizes of formats delivered by VPK shall be presented in the content of VPK pricing offers.
4. As a result of automation of goods production, some copies of the manufactured goods may be defective. The Parties hereby agree on a 1% tolerance for defective goods for each order, without the Purchaser's right to change a price agreed for a given order.
5. VPK shall not ensure the absolute colour uniformity of paper used for manufacturing the ordered goods. Moreover, VPK hereby reserves the permissible 8% (up or down) difference in the weight of components (expressed in grams) used for manufacturing the ordered goods.
6. VPK shall not guarantee the sameness of colours of the ordered goods.
7. All orders shall be placed by the Purchaser at the Purchaser's risk. In particular, VPK shall not take responsibility towards third parties for breaching, in relation to the ordered goods, industrial ownership rights, such as rights related to a patent, a utility model, a geographical mark or copyrights and ancillary rights. The Purchasers shall exempt VPK from any liability and any claims that may be lodged against VPK as a result of breaching any of the aforementioned rights in relation to the ordered goods.

**§ 7. Complaints**

1. All complaints shall be reported to VPK immediately and in writing.
2. In the case of quantity-related complaints, a complaint may be effective:
  - a) for complaints resulting from incorrect loading of the goods – on a day following the day when goods were unloaded, at the latest;
  - b) for complaints related to damages which occurred during transportation – on the goods unloading date, at the latest.
3. In the case of quantity and quality-related complaints, the Purchaser must put a note on the bill of landing, such note describing a type of damage to the purchased goods (statement of missing goods or damaged goods). The note on the bill of landing must be signed by a driver who delivered the goods.
4. Quality-related complaints may be lodged by the Purchaser within 8 days from the date when a defect was detected, however not later than within 14 days from the date when goods were handed over to the Purchaser. When making a complaint, the Purchaser must provide a sample of the questioned product.
5. When a complaint is accepted and considered as justified, VPK may, at its own discretion, either replace the defective product with a new, flawless one or, agree on a relevant compensation. When a complaint is processed in the above-described manner, any further claims or compensations shall be excluded.
6. Until the final settlement of a complaint, the Purchaser shall store the questioned goods in proper conditions, preventing any potential damages or reductions.
7. Should a complaint not be filed within the above timeframes, the Purchaser shall lose the right to effectively make a complaint.
8. In each case, a complaint shall be processed by VPK on the basis of a complaint report and photographic documentation to be made by a VPK trading representative immediately after a complaint is filed by the Purchaser.
9. VPK shall not be liable for damages occurring during the unloading of goods.
10. VPK shall not be liable for damages caused by improper use or storage of goods by the Purchaser.
11. VPK shall have the right to withhold the settlement of the Purchaser's claims under a complaint until the Purchaser settles all overdue payments towards VPK.
12. By accepting the above complaint procedure, the Purchaser shall resign from the right to offset its claims against VPK's receivables.

13. In matters concerning VPK's liability for defects of the sold products, relevant provisions of the Civil Code shall apply, in particular those related to surety for physical and legal defects, with the consideration of provisions of this paragraph.

**§ 8 Final Provisions**

1. In matters not regulated in these General Sales Conditions, relevant provisions of the Polish law shall apply. These GSC shall exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention of 11 April 1980).
2. VPK and the Purchaser shall attempt to amicably settle all potential disputes arising from the execution of agreements subject to these General Sales Conditions. Should the Parties fail to settle a dispute amicably, it shall be settled by a court of general jurisdiction relevant for the seat of VPK as at the date of bringing an action against a party.
3. The Purchaser hereby excludes the application of its own sales or purchase terms and conditions when executing the agreement with VPK.