

GENERAL TERMS AND CONDITIONS OF SALE OF ODYSSEY SP. Z O.O.

§ 1 GENERAL PROVISIONS

- 1) These General Terms and Conditions of Sale of Odyssey Sp. z o.o. (hereinafter: "GTC") govern the conclusion and performance of sales contracts and any other named or unnamed agreements (hereinafter: "Agreements") concluded between the Seller and the Buyer concerning any goods of the Seller that are the subject of the Agreements (hereinafter: "Goods").
- 2) Where the following definitions are used elsewhere in the GTC, they shall be understood as follows:
 - a) Seller: Odyssey Sp. z o.o., ul. Zimorodka 7, 87-100 Toruń, registered with the District Court in Toruń, 7th Commercial Division of the National Court Register under KRS number: 0000401684;
 - b) Buyer: a legal person or a natural person conducting business activity;
 - c) Price: the unit value of the goods expressed in Polish zloty or another currency, quoted excluding applicable taxes and fees (in the case of conversion of foreign currencies to PLN, the NBP selling rate applicable on the day preceding the issuance of the VAT invoice shall be used);
 - d) Goods: raw material or product which is the subject of sales agreements concluded between the Seller and the Buyer;
 - e) Transport: means of transport employed by entities acting on the Seller's order and at the Seller's risk;
 - f) Net value: the amount of goods sold and delivered after deduction of taxes, discounts and other charges from the gross amount;
 - g) Distribution fee: a lump-sum fee for the organisation and execution of the transport process;
 - h) Seller's website: the website available at the electronic address odyspap.pl.
- 3) Where the Buyer has concluded a separate commercial agreement with the Seller regarding cooperation, and the provisions of that agreement are inconsistent with the GTC, the provisions of that commercial agreement shall apply.
- 4) These GTC form an integral part of all offers made by the Seller, as well as of the Seller's acceptance and fulfilment of any orders placed by the Buyer.
- 5) The GTC are available, prior to the conclusion of the contract, in electronic form on the Seller's website, where they are made available to the Buyer in such a way that the Buyer can read, store and reproduce the GTC in the ordinary course of business by downloading them from the site in PDF format. If, in exceptional cases, transactions are concluded orally, these GTC shall also apply.
- 6) The Seller does not accept any general terms and conditions used by the Buyer. The Seller's offer, the order placed by the Buyer, the Seller's confirmation of acceptance of the order for execution and these GTC constitute the complete set of rights and obligations of the Parties.

§ 2 CONCLUSION OF THE CONTRACT

- 1) A contract between the Seller and the Buyer is concluded after agreement of all key terms of the contract, including any additional terms, and after confirmation of such arrangements by persons authorised by both Parties.
- 2) The Buyer's orders may be placed by telephone, in person or by e-mail. They should contain the data necessary for their execution and, in particular:
 - a) information enabling full identification of the Buyer, including address details and tax identification number (NIP);
 - b) delivery place (address) if different from the Buyer's registered office;
 - c) delivery date;
 - d) the quantity, unit of measure and type of the ordered goods together with all characteristics necessary for proper identification of the subject of sale;
 - e) reference to the agreed price offer.
- 3) Orders and their acceptance for the purpose of concluding a contract must be confirmed by a person authorised by the Seller in accordance with § 2 para. 1 of the GTC.
- 4) The Seller may raise remarks concerning an order placed by the Buyer or refuse to enter into a sales contract. If the Seller raises remarks, the order shall be accepted for execution after their acceptance by the Buyer.
- 5) If the Buyer cancels the order, the Buyer shall be liable for all costs incurred by the Seller in connection with the commencement of order execution.
- 6) Each sale shall be documented by a VAT invoice.

§ 3 DELIVERY TERMS

- 1) The place of delivery shall be the address indicated by the Buyer, within the term confirmed by the Seller.
- 2) If a specific day is not indicated as the binding delivery date in the order confirmation, all dates given shall be treated as the earliest possible delivery date, which may also be met after that date.
- 3) The delivery time indicated in the order confirmation may be extended by the duration of any obstacle preventing order fulfilment, e.g. in the event of force majeure.
- 4) Partial delivery of goods is permitted.
- 5) The person authorised by the Buyer to receive the goods is obliged to check the conformity of the goods with the order in terms of quantity and quality in the presence of the carrier, driver or the person releasing the goods in the event of collection using the Buyer's own transport from the Seller's warehouse.
- 6) The sales contract specifies the party that organises delivery and at the same time bears its cost and risk.
- 7) If organisation of delivery is the Seller's responsibility, a distribution fee in the amount specified in the document "Distribution Fee", available in electronic form on the Seller's website, shall be added to the net value of each good listed on a given VAT invoice.
- 8) The distribution fee referred to in § 3 point 7 is an element of the contract, within the meaning of § 1 point 1 subpoint (g) of the GTC, separate from the price.
- 9) The risk of loss or damage to the goods passes to the Buyer at the moment of:
 - a) release of the goods at the place of delivery;
 - b) release from the Seller's warehouse in the event of collection of the goods by the Buyer.
- 10) As part of the delivery service, the Seller does not provide unloading services.

- 11) If, while fulfilling the sales contract, the Seller:
- a) performs the delivery and the Buyer fails to collect or refuses to accept the goods, the Seller shall have the right to charge the Buyer for all costs resulting from the Buyer's decision;
 - b) makes the goods available to the Buyer and the Buyer does not collect them within 5 business days from the date of availability, the Seller reserves the right to store the goods in its warehouse at the Buyer's cost and risk or to withdraw from the contract;
- 12) A delivery shall be deemed to conform to the order if the delivered quantity and quality of the goods fall within the following tolerance margins¹:

- a) Paper and board intended for printing – standard types, grammages and formats;

Ordered quantity	Permissible deviation
more than 20 tonnes	± 2,5% but not more than 1 tonne
from 10 to 20 tonnes inclusive	± 4,0%
from 5 to 10 tonnes inclusive	± 5,0%
from 3 to 5 tonnes inclusive	± 7,0%
less than 3 tonnes	± 8,0%

- b) Paper and board intended for printing – standard types and grammages, special formats;

Ordered quantity	Permissible deviation
more than 100 tonnes	Dedicated agreement
from 50 to 100 tonnes inclusive	± 4.0%
from 20 to 50 tonnes inclusive	± 6.0%
from 10 to 20 tonnes inclusive	± 8,0%
from 5 to 10 tonnes inclusive	± 10,0%
from 3 to 5 tonnes inclusive	± 15,0%
less than 3 tonnes	± 20,0%

- c) Cartons and boards other than those intended for printing;

Ordered quantity	Permissible deviation
more than 100 tonnes	Dedicated agreement
from 50 to 100 tonnes inclusive	± 5.0%
from 20 to 50 tonnes inclusive	± 10.0%
from 10 to 20 tonnes inclusive	± 12,0%
from 5 to 10 tonnes inclusive	± 15,0%
less than 5 tonnes	Dedicated agreement containing a tolerance higher than ± 15.0%

¹ CEPAC, General Conditions of Sale of Paper and Board Manufacturers in EEC, Bruxelles, 1991

- d) Where billing is based on the number of sheets – the number of invoiced sheets shall not deviate from the number of delivered sheets by:
 - i. not more than 3% in the case of a lot below 1 tonne or a number of sheets fewer than 5000 sheets;
 - ii. not more than 2% in the case of a lot equal to or greater than 1 tonne or a number of sheets greater than 5000 sheets.
- 13) The Seller does not accept returns of goods and raw materials, except where all the following conditions are met simultaneously:
 - a) the return concerns raw material or goods with parameters regarded by the parties to the transaction as standard, i.e. commonly used in the industry (e.g. a sheet in a popular format);
 - b) the raw material or goods are in their original, undamaged packaging;
 - c) the Customer bears all costs associated with delivery and return to the Seller.

§ 4 LIABILITY FOR DEFECTS (POLISH: „RĘKOJMIA”)

- 1) The Seller does not grant any warranty for the sold goods.
- 2) If the Buyer detects a transport, quantity or quality defect in the goods purchased from the Seller, the Buyer shall have the right to submit a claim.
 - a) In the case of detection of a transport or quantity defect, the claim must be filed in writing immediately after delivery (no later than the end of the next business day following the day of delivery). An annotation describing the defect in the delivery document (waybill, CMR, WZ or other delivery document) confirmed by the truck driver is required. Any claims submitted after the specified deadline will not be considered;
 - b) In the case of detection of a quality defect, the claim must be filed in writing no later than 60 days from the date of delivery of the goods. Any claims submitted after the specified deadline will not be considered;
 - c) To lodge a claim due to a transport, quantity or quality defect, the documentation indicated in the document “Complaint Report”, which is available for download from the Seller’s website, must be collected and sent to the Seller;
 - d) If the requirements set out in § 4 point 2 subpoint (c) of the GTC are not fulfilled, the complaint procedure will not be initiated.
- 3) Sheets or reels or samples constituting the complaint documentation must not be bent or folded.
 - a) Such evidence, e.g. sheet or samples, should be packed flat, preferably between two sheets of cardboard or solid board and protected against the influences of weather conditions;
 - b) Evidence such as reels should be rolled and shipped in a secured tube;
 - c) In the case of evidence not listed above or in case of doubt as to how to pack them, contact the Seller.
- 4) If the claim is upheld, the Seller may:
 - a) reduce the price;
 - b) replace the defective goods with goods free from defects;
 - c) remedy the defect.
- 5) The Seller shall not be liable for defects in the case of sale of substandard goods or end-of-series items of a given assortment by the producer. The Seller informs about such characteristics of the goods before conclusion of the contract.
- 6) The Seller shall be exempt from liability for defects in the goods if the Buyer knew of the defects at the time of concluding the contract.

- 7) Goods submitted for complaint shall remain at the place of detection of the defect until the complaint is considered. The goods must be stored in a manner consistent with the standards appropriate for the given type of material so that their original properties are not impaired.
- 8) Filing claims under the statutory liability for defects does not entitle the Buyer to cancel, suspend or delay payment for the goods, nor to reduce or set off invoices issued for the sold goods.
- 9) The Seller's liability for damages towards the Buyer for losses, indirect and consequential damages, as well as lost profits, is excluded to the extent permitted by applicable law. In any case the Seller's liability is limited to an amount equal to the net value of the sales invoice for the complained goods.
- 10) The provisions of this paragraph (§ 4 LIABILITY FOR DEFECTS (POLISH: „RĘKOJMIA”)) replace and exclude the application of the provisions of the Civil Code concerning statutory liability for defects.

§ 5 TRADE CREDIT

- 1) The Seller conducts sales of its products on the basis of prepayment or trade credit.
- 2) Terms of sales financing are within the Seller's exclusive competence, who has the right, according to its own risk assessment, to modify these terms or temporarily suspend deliveries of goods.
- 3) The date of payment is the date of crediting the Seller's bank account.
- 4) The payment term is counted from the date of issuance of the VAT invoice.
- 5) The Buyer may not set off any of its claims against the Seller against amounts due to the Seller for the price of the goods without the Seller's consent.

§ 6 FINAL PROVISIONS

- 1) All disputes which may arise as a result of economic cooperation shall be heard by the courts functionally competent for the Seller's registered office.
- 2) The law governing these GTC and the agreements concluded by the Seller and the Buyer is Polish law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Matters not regulated by these GTC shall be governed by the provisions of the Civil Code and other generally applicable laws.
- 3) These GTC come into force on 30 of April 2025 and apply to agreements concluded from that date.