

GENERAL TERMS AND CONDITIONS OF SALE

ALU LIDS GROUP sp. z o.o., with its registered office in Rzeplin



Rzeplin, 01.04.2026

§1. GENERAL PROVISIONS OF THE GTCS

1. These General Terms and Conditions of Sale constitute general terms of contracts within the meaning of Article 384 of the Civil Code and shall apply to all contracts for the sale of goods and contracts related to the provision of services concluded by ALU LIDS sp. z o.o. with its registered office in Rzeplin, unless specific provisions arising from such contracts modify these GTCS.
2. The provisions of these GTCS shall apply in commercial transactions between Parties who are entrepreneurs within the meaning of Article 431 of the Civil Code.
3. ALU LIDS declares that it has implemented and certified quality management and product safety systems. These systems constitute an integral part of the GTCS, and the requirements and obligations arising therefrom shall be complied with by both ALU LIDS and the Client. The current certification standards applied by ALU LIDS determine the standard for the performance of obligations arising from the GTCS and shall be made available to the Client upon request or via the ALU LIDS website.
4. The provisions of these GTCS shall not apply where the ordering party is a natural person acquiring goods and concluding service-related contracts for purposes not related to their business or professional activity.
5. Terms used in these GTCS, as well as in any other documentation governing the cooperation between the Parties in accordance with § 2 of the GTCS (including the Framework Cooperation Agreement, Quality Agreement, offers and Orders), which are capitalised shall have the meanings assigned to them in the glossary, unless a specific Agreement expressly assigns them a different meaning:
 - 1) **ALU LIDS** – ALU LIDS Group spółka z ograniczoną odpowiedzialnością with its registered office in Rzeplin, entered in the National Court Register (KRS) under number 0001179138, al. Kalifornijska 7, 55-020 Rzeplin, Poland.
 - 2) **Delivery** – the release by ALU LIDS of the Products to the Client in accordance with the GTCS or as otherwise agreed in a separate Agreement between the Parties.
 - 3) **Business Day** – days from Monday to Friday excluding public holidays, between 8:00 a.m. and 4:00 p.m.
 - 4) **Incoterms 2020** – international trade rules defining the terms of transport and sale.
 - 5) **Confidential Information** – any information, documents or data relating to the business of ALU LIDS, including detailed technical, technological (formulations, compositions), organisational, know-how, financial, legal or other information of economic value, constituting trade secrets within the meaning of the Act on Combating Unfair Competition.
 - 6) **Civil Code** – the Polish Act of 23 April 1964 – Civil Code (consolidated text: Journal of Laws of 2024, items 1061, 1237).
 - 7) **Client** – a Party to an Agreement with ALU LIDS, ordering Products from ALU LIDS, to whom ALU LIDS supplies Products, not being a consumer within the meaning of Article 22¹ of the Civil Code.
 - 8) **Offer** – an offer relating to Products submitted to the Client by ALU LIDS.
 - 9) **Packaging** – the external covering of ALU LIDS Products and Client Samples (individual or collective), including protective and auxiliary materials, prepared for release to the Client in order to secure the Products during transport and storage.
 - 10) **GTCS** – General Terms and Conditions of Sale.
 - 11) **Batch** – a single roll or a single package of Product bearing an individual marking enabling unambiguous identification.
 - 12) **Graphic File** – a print design approved by the Client in digital PDF or JPG format together with a proof (if required), specifying the visual and colour standard of the Product, serving as the basis for setting printing parameters in the Manufacturing process.
 - 13) **Product** – goods or services offered and provided by ALU LIDS in connection with the performance of the Agreement, including, in particular, packaging materials with or without print intended for direct contact with food, cosmetic, or pharmaceutical products, as well as any items and results of services arising from the Client's Order.
 - 14) **Client's Final Product** – a product manufactured by the Client or by an entity acting on the Client's behalf, using the Product and other components or materials, intended for marketing, consumption, or use by the end user, for which the Client is responsible for compliance with applicable law and its safety within the scope of their industry (food, cosmetic, or pharmaceutical).
 - 15) **Client Sample** – a portion or limited quantity representative of a given Product batch provided to the Client for the purpose of conducting stability, compatibility, quality and compliance tests, and assessing its impact on the Client's Final Product prior to the commencement of Product use or where expressly required by the Client – in particular in connection with modifications to the Order, Product, or Manufacturing process.
 - 16) **Industrial Property Act** – the Polish Act of 30 June 2000 on Industrial Property Rights (consolidated text: Journal of Laws of 2023, item 1170).
 - 17) **Copyright Act** – the Polish Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2022, item 2509; 2024, items 1222, 1254).

- 18) **Product Recall Procedure** – the process of withdrawing a Product from the market or use, initiated based on a decision of the Client or the competent supervisory authority, and, with respect to Products in the direct possession of ALU LIDS, also on the basis of a decision of ALU LIDS, including informational and logistical measures aimed at minimising risks associated with a defect or non-compliance of the Product.
 - 19) **Complaint** – a non-conformity of the Product with the specification or the concluded Agreement.
 - 20) **Series** – a specified quantity of Product produced in a single process or series of processes, having homogeneous properties and the same series number in the format: day, month, four-digit year. A Series may consist of several Product Batches.
 - 21) **Force Majeure** – extraordinary events which prevent the performance or proper performance of any obligations arising under the Agreement by either Party, unforeseeable at the time of entering into the Agreement, including, but not limited to: fires, floods, storms, earthquakes or other adverse weather conditions, acts of civil or military authority, quarantine restrictions, embargoes, riots, strikes, lockouts, blockades, explosions and bombings, acts of war and terrorism, mechanical failures, power supply interruptions, or any other cause or causes beyond the reasonable control of the Party seeking relief from performance of the Agreement.
 - 22) **Parties** – ALU LIDS and the Client.
 - 23) **Raw Material** – foil, laminate without print.
 - 24) **Raw Material Specification** – a document detailing the requirements to which the Product, the raw material used, or obtained during production conforms (serves as the basis for quality assessment).
 - 25) **Agreement** – an agreement concluded in accordance with § 2 of the GTCS between ALU LIDS and the Client, the subject of which is Products, and, where applicable, also includes the Framework Cooperation Agreement, Quality Agreement with all annexes constituting an integral part of the obligations binding the Parties.
 - 26) **Quality Agreement** – a separate agreement concluded between the Parties, regulating in particular the quality, technical, and organisational requirements relating to the Manufacturing of Products, including, in particular, quality assurance, change control, audits, handling of non-conformities, and the Parties' quality responsibility, to which the GTCS applies to the extent regulated therein or by reference to the GTCS.
 - 27) **Cooperation Agreement** – the Framework Cooperation Agreement, a separate agreement concluded between the Parties, regulating in particular the rules for ordering, delivery, settlement, commercial liability, complaints, and other terms of cooperation individually agreed by the Parties, supplemented by the GTCS to the extent not regulated therein or by reference to the GTCS, and to which the Quality Agreement provides further specification to the extent explicitly defined therein.
 - 28) **Non-Disclosure Agreement** – an agreement signed by ALU LIDS and the Client in connection with the execution of the Agreement.
 - 29) **Manufacturing** – means every stage of the process leading to the production of the Product, in accordance with the quality standards and regulations applicable at ALU LIDS, including: verification of the Order, preparation and submission of the Graphic File, Client Samples, Product production – including printing and trimming of the Product, performing quality control, verification of compliance with the Order, and Product Packaging.
 - 30) **Production Facility** – the location at which activities related to the Manufacturing of Products are conducted, at the address: ALU-LIDS Group Sp. z o.o. Al. Kalifornijska 7 and 25, 55-020 Rzeplin.
 - 31) **Order** – the effective acceptance by the Client of an Offer submitted by ALU LIDS, on terms in accordance with the GTCS or as specified in the Agreement, specifying, in particular, the required quantities of Products and the proposed date and place of Delivery, the template of which constitutes Appendix No. 1 to the GTCS.
 - 32) **Inquiry** – a message sent by the Client to ALU LIDS' e-mail address regarding Products, together with a completed Order constituting Appendix No. 1 to the GTCS.
6. The GTCS shall bind the Client upon their delivery at the time of entering into the Agreement within the meaning of § 2 of the GTCS or upon the Client being enabled to familiarise themselves with their content, including by indicating the location where they are available. The current GTCS are available on the website: www.alulids.com and shall be provided to the Client upon each request to the indicated e-mail address. The Order confirmation shall also include information on the application of the GTCS and the location of the current version of the GTCS.
 7. The GTCS and the Agreement concluded between the Parties, together with the Order and Order confirmation and further appendices, constitute the complete and sole contractual regulation binding the Parties in respect of Product sales agreements and exclude the application of any other contractual provisions, including, in particular, any standard form contracts, rules, general terms and conditions of purchase or sale, or service terms applied by the Client, unless the Parties have agreed otherwise under a separate agreement.
 8. The GTCS form the basis of cooperation in respect of all matters and definitions not otherwise regulated in the Agreements. In the event of any conflict or discrepancy between the provisions of the Agreement and the GTCS, the relevant provisions of the Agreement shall prevail.

§2. CONCLUSION OF THE AGREEMENT [HOW TO START WORKING WITH US?]

1. An Agreement may be concluded by:
 - a. the execution of a separate, written Agreement by the Parties;
 - b. submission by ALU LIDS of an Offer to the Client together with contractual terms, either on ALU LIDS' own initiative or in response to an Inquiry submitted by the Client to ALU LIDS in any form, and the Client's acceptance of the Offer or placement of an Order based on that Offer; acceptance of the ALU LIDS Offer by the Client with modifications to its terms shall not constitute conclusion of an Agreement (and shall not be treated as an Order), but shall be considered as a submission of an Offer by the Client, with the Agreement deemed concluded upon ALU LIDS' unconditional confirmation thereof;
 - c. the Client submitting an Inquiry, ALU LIDS submitting an Offer, and the Client expressly (by e-mail) accepting that Offer and placing an Order.
2. An Agreement shall be deemed concluded at the moment of:
 - a. in the case referred to in section 1(a) – the signing of the last signature on the document containing the content of the Agreement;
 - b. in the case referred to in section 1(b) – ALU LIDS being informed by the Client of their unconditional acceptance of the ALU LIDS Offer or of placing an Order based on the ALU LIDS Offer;
 - c. in the case referred to in section 1(c) – upon ALU LIDS informing the Client of acceptance without amendment of its Inquiry, submission of an Offer by ALU LIDS, and confirmation of its terms by the Client by placing an Order.
3. In the event that either Party introduces changes to a received Offer, the Agreement shall be deemed concluded upon the unconditional acceptance and agreement of all terms and conditions by both Parties. Failure by ALU LIDS to respond to an Inquiry shall not constitute acceptance of the Offer, and the Parties hereby exclude the application of Article 682 of the Civil Code in this respect.
4. In all cases, any legal possibility of tacit (implied) conclusion of the Agreement is excluded.
5. ALU LIDS may withdraw from the performance of the Agreement (or placed Order) if it considers that it is unable to perform the Agreement on the agreed terms, by notifying the Client within 5 (five) Business Days from the date of Order confirmation. The Client shall not be entitled to any claims against ALU LIDS on this account, including contractual penalties, claims for damages, or any other claims.
6. The Client may, within 3 (three) Business Days of receiving ALU LIDS' confirmation of acceptance of the Order, either by e-mail or in writing under pain of nullity, withdraw from all or part of the Order; however, this shall not release the Client from the obligation to pay the full price specified in the Agreement with ALU LIDS. The Client shall be liable to ALU LIDS for any damages resulting from withdrawal from all or part of the Order after the Agreement has been concluded. In the event of withdrawal by the Client, the Client shall also be obliged to pay for the storage costs of the Products by ALU LIDS. ALU LIDS shall additionally be entitled to dispose of the Products at the Client's cost and risk.

§3. PRICE AND PAYMENT TERMS [WHAT AND HOW WILL YOU PAY?]

1. Unless otherwise provided in the Agreement, all prices arising therefrom are net prices, to which value added tax (VAT) shall be added in each case at the rates applicable at the time of conclusion of the Agreement.
2. The Delivery price is comprehensive; therefore, all costs related to the Delivery of the Products are included within the Delivery price.
3. Where the Client holds documents exempting it from the obligation to pay customs duties or value added tax, the Client shall provide such documents to ALU LIDS at the time of submitting the Inquiry or Order or upon execution of the Agreement, failing which it shall be deemed that the Client is not exempt from the obligation to pay such charges. Failure by the Client to comply with this obligation shall release ALU LIDS from any liability in this respect.
4. Unless otherwise provided in the Agreement, the agreed price shall be an EXW price in accordance with Incoterms 2020.
5. Preparation and release of the Products at a location other than the registered office of ALU LIDS shall be subject to separate remuneration, unless the Agreement or the ALU LIDS Offer expressly provides otherwise.
6. The terms and remuneration for Delivery of the Products shall be specified in the Order in accordance with Appendix No. 1 to the GTCS.
7. Unless otherwise provided in the Agreement or in the VAT invoice issued by ALU LIDS, the payment term for the final VAT invoice shall be 14 (fourteen) days from the date of its issue, subject to §3(8) of the GTCS.
8. Unless otherwise provided in the Agreement, the Client shall be obliged to pay the full amount arising from the Agreement within 14 (fourteen) days from the date of conclusion of the Agreement; such amount shall be credited as an advance payment on the basis of a Pro Forma invoice issued by ALU LIDS and delivered to the Client. In the event of failure to make payment of the advance based on the Pro Forma invoice within the specified time limit, the Agreement shall be terminated without the need for any additional declarations by the Parties. The procedure described in this point shall apply to every first Agreement concluded or first Order placed between the Parties, and in any case where ALU LIDS determines such payment terms and informs the Client accordingly.
9. The ineffective lapse of the payment deadline for any receivable due to ALU LIDS from the Client, exceeding 7 (seven) calendar days, shall entitle ALU LIDS to unilaterally withdraw from the performance of the relevant Order without setting an additional time limit. A notice of withdrawal may be made in documentary form (e-mail) and shall not prejudice ALU

LIDS' right to claim damages under general principles if ALU LIDS has incurred costs related to preparation for the performance of that Order.

10. The date of payment shall be deemed to be the date on which the bank account of ALU LIDS, indicated in the VAT invoice, is credited.
11. The date of delivery of the VAT invoice shall be deemed to be the date on which it is made available in the KSeF system, and in cases permitted by law or the Agreement (in particular such as system failure or invoices issued to foreign entities) – the date of sending an e-mail with a PDF attachment from the @alulids.com domain.
12. ALU LIDS reserves the right at any time to change the prices of the Products, in particular in the event of circumstances causing an increase in Product prices, such as, for example, an increase in the costs of materials used in production, energy costs, changes in foreign exchange rates, increases in transport costs, the introduction of other public law charges, delays attributable to the Client, and increases in other operating costs. ALU LIDS shall inform the Client of any price changes, together with the necessary justification, by e-mail. For the avoidance of doubt, the right to increase prices shall not apply where the Client has placed a single Order, the performance period of which does not exceed 3 months, and ALU LIDS has confirmed its performance and has not withdrawn from its performance within the time limit specified in §2(5) of the GTCS, and no circumstances constituting Force Majeure have occurred, unless the increase in the cost of production materials exceeds 10% or the change in foreign exchange rates exceeds 6%.

§4. PERFORMANCE OF THE AGREEMENT [HOW DO WE PERFORM THE AGREEMENT FOR YOU?]

1. ALU LIDS ensures that it exercises due diligence so that Orders placed by the Client are performed in a timely manner and in accordance with the Order, taking into account the professional nature of ALU LIDS' business activity.
2. ALU LIDS ensures that the Products delivered shall comply with the Order. The template of the Order constitutes Appendix No. 1 to the GTCS or an equivalent document prepared by the Client.
3. The Order should contain at least the following information:
 - the name of the ordered Product,
 - the quantity of the ordered Products,
 - the Delivery date(s),
 - agreed price or reference to the applicable price list/offer,
 - place of Delivery of the Product (where different from that specified in the GTCS),
 - specific Delivery conditions (where different from those specified in the GTCS),
 - any special procedures,
 - information whether the Order is "new, resumed with changes, resumed without changes".
4. Each Product subject to the Agreement and performed under the Order should include a Specification or a reference to the Raw Material from which it will be made.
5. ALU LIDS undertakes to ensure proper flow of information regarding the ordered and delivered Products subject to the Agreement during its performance and each Order. Upon conclusion of the Agreement and after the Client places an Order, ALU LIDS shall send a return message (by e-mail) to the Client confirming acceptance of the Order for performance within the scope indicated by ALU LIDS. Failure to respond to the Order within 7 Business Days from the date of receipt of the Order from the Client shall mean that ALU LIDS has not accepted the Order for performance.
6. Where the Client places an Order after 2:00 p.m., it shall be deemed to have been placed on the next Business Day.
7. Where the Product is to be manufactured for the first time, the Client, in addition to the Order, shall also send to the e-mail address zamowienie@alulids.com an approved file in pdf/jpg format or a proof of the print design on the Product, which shall constitute the Graphic File.
8. Orders should be sent to the e-mail address: zamowienia@alulids.com
9. The Products shall be free from physical and legal defects and from any third-party claims, properly secured with Packaging, and stored until Delivery in such a way as not to lose their properties.
10. The Parties undertake to cooperate. ALU LIDS shall, where possible, follow the Client's instructions, unless their implementation is not possible, in which case ALU LIDS shall promptly inform the Client. The Client, in turn, shall inform ALU LIDS in a clear and unambiguous manner of any concerns, to which ALU LIDS shall respond, where possible, without undue delay in the course of ongoing contact with the Client, and shall also inform the Client of any potential technical or technological obstacles related to the performance of the Agreement, in order to make mutual arrangements, subject to the provisions set out in §6 of the GTCS.

§5. DELIVERY

1. The Products specified in the Agreement shall be prepared and made available at the registered office of ALU LIDS, namely:
 - a. al. Kalifornijska 7, 55-020 Rzeplin – with respect to aluminium foil intended for blister packaging and laminate;
 - b. al. Kalifornijska 25, 55-020 Rzeplin – with respect to aluminium lids.

2. The Products shall be made available at the registered office of ALU LIDS on an EXW basis (in accordance with the latest version of the INCOTERMS rules applicable as at the date of the Order confirmation), unless the Agreement provides otherwise and the Client expressly indicates in Appendix No. 1 to the GTCS a different place and conditions of Delivery, and ALU LIDS accepts such place and the Delivery costs. Upon Delivery, the risk of accidental loss or damage to the Products, as well as all related costs and burdens, shall pass to the Client.
3. Any need to change the Delivery date shall be notified by ALU LIDS no later than 3 days prior to the confirmed Delivery date; however, a delay not exceeding 72 (seventy-two) hours shall not be deemed a delay in Delivery.
4. ALU LIDS – irrespective of any other rights and claims available to it – may place the Products in storage with a third party at the sole cost and risk of the Client in any of the following cases:
 - a. failure by the Client to collect the Products manufactured in accordance with the Agreement;
 - b. failure by the Client to collect the Products after completion of the complaint procedure in which ALU LIDS has refused to accept the Complaint;
 - c. failure by the Client to collect defect-free Products (replaced or repaired) after ALU LIDS has accepted the Complaint.
5. Prior to placing the Products in storage with a third party, ALU LIDS shall grant the Client an additional 7 (seven)-day period for their collection. Upon ineffective expiry of this period, the risk of accidental loss or damage to the Products shall pass in full to the Client. ALU LIDS shall not be liable for any acts or omissions of the third party (warehouse keeper) entrusted with the storage of the Products, and the Client shall reimburse ALU LIDS for all incurred transport, insurance and storage costs within 7 (seven) days of receipt of the relevant debit note or invoice.
6. ALU LIDS may store Products not collected by the Client on its own premises, provided that the Client shall be obliged to pay an amount of EUR 25.00 (twenty-five euros 00/100) net for each day of storage per one pallet space.
7. In the event that the Products are not collected within 14 (fourteen) days from the date on which they were to be collected, ALU LIDS shall be entitled to dispose of them at the Client's cost and risk, irrespective of the Client's obligation to pay storage or warehousing costs for the Products. Disposal of the Products shall not release the Client from the obligation to pay for the Products or any other costs arising from the terms of the Agreement agreed between the Parties.
8. Delivery shall be documented by a WZ document (packing list) provided by ALU LIDS together with the Delivery. The absence of confirmation of receipt of the Delivery by the Client on the WZ document shall not affect the effectiveness of the Delivery and shall not constitute a presumption of non-release or non-delivery of the Products, if delivery has in fact taken place.
9. The Client shall be obliged to inspect the condition of the Packaging of the Products immediately upon their Delivery and to notify ALU LIDS of any damage, quantitative shortages or other reservations within 2 (two) Business Days from the date of Delivery.
10. Failure to report damage, quantitative shortages or other reservations concerning the Products and their Packaging within the time limit specified in section 9 above shall be deemed as confirmation that the Delivery of the Products was performed on time and in an undamaged condition.
11. Where Delivery is to take place at a location other than that specified in the GTCS, as agreed by the Parties, and has been entrusted by ALU LIDS to a carrier or freight forwarder, a duly made notification of non-delivery, damage or quantitative shortages of the Products or part thereof during Delivery shall constitute the basis for ALU LIDS to pursue claims against the carrier or freight forwarder entrusted with the performance of the Delivery, unless the carrier or freight forwarder was appointed by the Client. Until the completion of such proceedings and clarification of its circumstances, any rights of the Client to pursue any claims against ALU LIDS arising from non-performance or improper performance of the Agreement shall be suspended.
12. ALU LIDS shall promptly inform the Client of the completion of the proceedings against the carrier or freight forwarder and of its outcome. The findings of such proceedings shall constitute the basis for providing the Client with:
 - a. a new Product in the event of non-delivery,
 - b. a new Product or part of the Product in the event of damage to the Products,
 - in place of the Product which was not delivered or was damaged,
 - or, alternatively, for rejection of the Client's claims.

§6. MUTUAL ARRANGEMENTS OF THE PARTIES REGARDING ORDER PERFORMANCE. EXCLUSION OF LIABILITY

1. Any liability of ALU LIDS for any damage arising in connection with non-performance of obligations under the Agreement is excluded, unless such damage has occurred as a result of wilful misconduct on the part of ALU LIDS.
2. All exclusions and limitations of liability contained in the GTCS shall also apply to exclusions and limitations of liability of employees, associates of ALU LIDS and other natural and legal persons acting on behalf of or for the benefit of ALU LIDS, including, in particular, sales representatives, contractors, service providers and agents.
3. ALU LIDS shall not be liable for the suitability of the Product for the Client's intended purpose or for its chemical or physical interaction with the Client's Final Product. ALU LIDS does not interfere with the manner in which the Product is used or the purpose for which it is intended. Any technical advice and recommendations provided by persons acting

on behalf of ALU LIDS shall not constitute the performance of any contractual obligations incumbent upon ALU LIDS, nor binding assessments of the suitability of the Products, but are provided in good faith and constitute non-binding proposals for the use of the Products; accordingly, ALU LIDS shall bear no liability in this respect.

4. The solutions offered by ALU LIDS for the Products constitute only recommendations (proposals), based on the best knowledge and experience of ALU LIDS or are strictly specified by the Client. All statements, technical information and recommendations concerning the Products are based on tests carried out by ALU LIDS or its suppliers and shall not constitute grounds for making any claims against ALU LIDS. Prior to placing an Order, the Client shall be obliged to carry out appropriate compatibility and stability tests of the Product in order to confirm the selection of the appropriate product before placing the Order or Manufacturing, the absence of interaction between the Product and the Client's Final Product, and to determine the appropriate shelf life of the product in the packaging of the Client's Final Product. Placing an Order shall constitute confirmation that the Client has carried out positive tests of the Products or has waived such tests at the Client's sole risk. Given that the Products are used under conditions beyond the control of ALU LIDS, ALU LIDS shall not bear any liability for improper performance of the Products or the consequences thereof, inability to use them, or failure to meet expectations under the conditions of use or application of the Products together with the Client's Final Product. Any other liability, including financial liability of ALU LIDS in this respect, is excluded. In particular, ALU LIDS shall not bear any direct or indirect liability for damage to life or health related to the use of the Products in the Client's goods or services or in the production of goods or provision of services by the Client, in particular where the Client was required by law or in connection with information obtained from ALU LIDS to carry out additional tests, compatibility and stability tests, or other actions prior to placing its goods or the Client's Final Product on the market or providing services by the Client.
5. ALU LIDS shall not be liable for errors or defects in Products manufactured in accordance with Graphic Designs approved by the Client, nor for errors resulting from the content of materials provided, including source files, nor for any content, descriptions or markings, or for their compliance with the actual state of affairs, standards or applicable laws.
6. The Client represents that it holds the economic copyrights, rights arising from the registration of trademarks and all other intellectual property rights to the Graphic Designs provided to ALU LIDS, or holds appropriate licences for their use for the purpose of performance of the Agreement. ALU LIDS shall not be liable for any infringement of third-party rights resulting from the use of materials supplied by the Client.
7. In the event that a third party brings claims against ALU LIDS in connection with an infringement of its intellectual property rights (including copyrights, patents or trademarks), the Client undertakes to:
 - a. join the dispute on the side of ALU LIDS and take all necessary actions to defend against the claims;
 - b. indemnify ALU LIDS against any liability in this respect;
 - c. fully cover the costs of legal defence, damages, compensation and any penalties imposed on ALU LIDS in connection with such infringement.
8. In all cases, the liability of ALU LIDS shall be limited to the amount of ALU LIDS' net remuneration under the Agreement and shall not cover the Client's loss of profits.

§7. RIGHT TO REFUSE ORDER FULFILMENT [WHEN MAY WE REFUSE TO FULFIL YOUR ORDER?]

1. In the event of circumstances unforeseen at the time of concluding the Agreement, after acceptance of the Order, as well as in the event of inability to procure materials necessary for the performance of the Agreement, the performance period for the Order of Products may be changed, of which ALU LIDS shall promptly inform the Client. The Client shall not be entitled to any claims against ALU LIDS on this account, including claims for damages or contractual penalties.
2. ALU LIDS shall have the right to refuse to perform the Agreement or to execute the Order in whole or in part where the total amount of the Client's liabilities towards ALU LIDS exceeds the trade credit (limit) established by ALU LIDS. The Client shall not be entitled to any claims against ALU LIDS on this account, including claims for damages or contractual penalties. The amount of liabilities referred to in the preceding sentence shall include Orders placed but not yet performed under the Agreement, delivered but not yet invoiced obligations arising from the sale or provision of services, i.e. obligations arising from invoices for completed Deliveries of Products. ALU LIDS shall inform the Client in writing or by e-mail of the granting, amendment or withdrawal of trade credit.
3. ALU LIDS shall have the right to refuse to perform the Agreement in whole or in part where any overdue liabilities of the Client towards ALU LIDS exist. The Client shall not be entitled to any claims against ALU LIDS on this account, including claims for damages or contractual penalties.
4. The Client shall bear the costs related to the suspension of performance of Agreements, including costs of storage, warehousing, insurance, preparation of printing plates, individual designs, purchase of materials, etc.
5. ALU LIDS shall have the right to refuse to perform the Agreement in whole or in part in the event of obtaining information about the Client's poor financial standing, initiation of enforcement proceedings against the Client, filing of a petition for the Client's bankruptcy, declaration of the Client's bankruptcy, initiation of restructuring or arrangement proceedings, etc. The Client shall not be entitled to any claims against ALU LIDS on this account, including claims for damages or contractual penalties.

§ 8. COMPLAINT PROCEDURE [HOW TO REPORT QUALITY AND QUANTITY DEFECTS?]

1. A Complaint shall be submitted by e-mail by means of a completed and signed complaint notification form template available at www.alulids.com in accordance with Appendix No. 2 to the GTCS, or an equivalent document of the Client (provided it contains all information included in the ALU LIDS complaint form). Complaints regarding the Product shall be submitted in writing, by e-mail to: zgloszenia@alulids.com
2. Complaints shall be considered only if accompanied by the Product information label located on the individual packaging or on the outside/inside of the roll.
3. Quantity complaints:
 - A. A quantity Complaint shall be understood by the Parties as a discrepancy between the quantity of the delivered Product and the quantity data specified in the Delivery document (WZ – packing list) or in the consignment note and in the confirmed and accepted Order by ALU LIDS, in particular:
 - 1) incorrect number of lids in individual packaging (tolerance: +/- 10%),
 - 2) incorrect weight of foil (tolerance: +/- 10%),
 - 3) incorrect number of running metres (tolerance: +/- 10%),
 - 4) incorrect number of individual packages (tolerance: +/- 10%),
 - 5) incorrect number of bulk packages (tolerance: +/- 10%).
 - B. Quantity Complaints regarding the Product shall be submitted by the Client no later than within 2 (two) Business Days from the Delivery of the Product to the Client.
 - C. If a quantity Complaint is not submitted by the Client within the time limit specified above, this shall mean that the quantity of the Product is consistent with the ALU LIDS Delivery documentation and the Order.
4. Quality complaints:

A quality defect shall be understood as any measurable non-compliance of the Product with the requirements of the Specification and the placed and approved Order, in particular:

 - 1) incorrect colour printing on lids/foil. Due to the fact that differences between paper and foil proofs may result in the colour presentation in PDF files visually differing from the print by up to 10%, such differences shall not constitute a quality defect of the Product. Metallic colours are reproduced only approximately, which shall not constitute grounds for a quality Complaint. The reference standard for Pantone colours shall be the appropriate colour chart. Colour deviations with a Delta E value not exceeding 3 result from printing technology and shall not constitute a Product defect.
 - 2) in the case of Products being lids: incorrect parameters, including in particular lid size; shape; lid diameter outside the tolerance of +/- 0.2 mm,
 - 3) damaged individual packaging or damaged bulk packaging affecting the cleanliness and integrity of the Product.
5. The Client shall be obliged to inspect the delivered Product at the moment of its receipt under the penalty of losing these rights, including the rights under a Complaint in the future, and to report any visible damage to the Packaging or the Product. The notification must be made, under pain of ineffectiveness, in writing in the document confirming receipt of the Product from the supplier and in accordance with section 1 above. However, if under the Agreement the risk of damage to and loss of the Products until Delivery to the Client rests with ALU LIDS, the Client shall be obliged, without undue delay, but no later than within 2 (two) Business Days from the date of Delivery or the date on which Delivery was to be effected, to verify the integrity of the Delivery and carry out a quantity inspection, as well as to notify ALU LIDS of any damage to the Product or non-delivery of the Product. In the event of reporting damage, the Client shall be obliged to prepare and provide detailed photographic documentation, as well as documentation signed by a representative of the entity providing the Delivery (carrier or freight forwarder). Notification of non-delivery or damage shall, under pain of nullity, be made without delay by e-mail, using the form in accordance with Appendix No. 2 to the GTCS. Complaints relating to damage to the Product in transport shall be considered if reported to ALU LIDS without delay, whereas complaints regarding incorrect quantities of Products shall be considered only if reported within 2 (two) Business Days from Delivery. Notifications of transport damage must be recorded in the transport documents, under pain of nullity.
6. Hidden physical defects which could not have been identified upon acceptance of the Delivery into the Client's warehouse, as well as hidden quality defects, must be reported by e-mail, using the form in accordance with Appendix No. 2 to the GTCS and in accordance with section 5 above and the provisions below, within 3 (three) Business Days of their discovery to the e-mail address: zgloszenia@alulids.com, on pain of losing the right to invoke these defects, including the forfeiture of rights under the warranty.
7. All quality Complaints shall be examined by ALU LIDS, and the results of the investigation shall be communicated to the Client within 14 (fourteen) Business Days.
8. A Complaint shall be submitted together with documents confirming the defects or damage, including, but not limited to, documents such as certificates of analysis, reports or other evidence (e.g. photographic documentation, samples). Complaints shall be considered only if accompanied by the information label located on the individual Delivery carton, inside or outside the roll.

9. When preparing and submitting the Complaint Report, the Client shall secure the disputed batch of the Product so as to prevent the occurrence of further defects.
10. If, for the purposes of examining the Complaint, it is necessary to provide a sample of the Product from the complained batch, the Client shall prepare the sample in the quantity specified by ALU LIDS and deliver it to the address agreed with ALU LIDS within the agreed timeframe.
11. ALU LIDS undertakes to provide information on the results of the investigation concerning the Complaint, together with written justification of the decision to accept or reject the Complaint, within no more than fourteen (14) Business Days from the date of notification of the defect.
12. The date of resolution of the Complaint shall be deemed to be the date of dispatch of written information regarding the decision on the Complaint.
13. The Parties shall be obliged to provide substantive responses to the questions of the other Party in order to ensure the best possible cooperation between the Parties.
14. In the event that a Complaint relating to quality defects or quantity shortages is resolved in favour of the Client, ALU LIDS shall be obliged, at the earliest possible date agreed with the Client, to:
 - a. replace the Product with a defect-free Product, in the case of quality defects,
 - b. deliver the appropriate quantity of the Product, in the case of quantity shortages,
 - and
 - c. in the event that a quantity or quality Complaint is resolved in favour of the Client, the cost of Delivery of the missing or defect-free part of the Product or replacement of the entire delivered Product shall be borne by ALU LIDS.
15. In the event that a quantity or quality Complaint is resolved in favour of the Client, ALU LIDS shall issue a corrective invoice or a credit note to the invoice for the Product to which the Complaint related, in an amount equivalent to the amount resulting from the Complaint, following the physical return of the Products to ALU LIDS or their disposal under supervision.
16. Refund of the amount paid by the Client for the missing or defective Product shall be made within no more than 30 (thirty) days from the issuance by ALU LIDS of the corrective invoice or credit note.
17. In the event that a Complaint is resolved in favour of the Client, the details regarding the organisation of the return of the Product (deadlines, documents, carrier details) shall be agreed individually between the Parties.
18. In the event of an unfounded Complaint, ALU LIDS shall have the right to charge the Client with the costs of the complaint procedure. Such costs shall be determined by ALU LIDS and shall depend on the workload incurred by ALU LIDS in connection with the unfounded complaint.

§9. CONTRACTUAL PENALTIES

1. ALU LIDS shall pay the Client a contractual penalty in the event of delay in the Delivery of the ordered Product in the amount of 0.1% of the net value of each Order in respect of which ALU LIDS is in delay, for each day of delay after 72 hours from the Delivery date, however not more than 2% of the net value of the entire individual Order.
2. In the event of non-performance or improper performance of the Agreement, the Client shall pay contractual penalties to ALU LIDS:
 - a. for withdrawal from the Agreement by ALU LIDS for reasons attributable to the Client, in the amount of 30% of the net price of the entire Order;
 - b. as agreed and expressly specified in the Agreement or the Order.
3. ALU LIDS shall in all cases be entitled to claim damages exceeding the amount of the stipulated contractual penalties. Settlement of any penalties or interest charged by the Parties may be made exclusively on the basis of appropriate accounting notes.

§10. WITHDRAWAL FROM THE AGREEMENT/PERFORMANCE OF THE ORDER

1. ALU LIDS shall be entitled to withdraw from the Agreement with immediate effect in the event of a material breach by the Client of its obligations under the Agreement, despite a written notice from ALU LIDS requesting proper performance thereof or cessation of the breaches of the Agreement.
2. Material breaches referred to in section 1 shall include, in particular, but not exclusively:
 - a. arrears in payment for at least 2 (two) settlement periods;
 - b. actions or omissions of the Client leading to infringement of the good name of ALU LIDS, intellectual property rights, trade secrets, Confidential Information or other rights protected by ALU LIDS under applicable law as well as agreements concluded between the Parties, including in particular:
 - breach of the non-disclosure agreement constituting Appendix No. 3 to the GTCS;
 - use of Confidential Information or trade secrets in a manner contrary to the purpose of the Agreement or without the prior written and explicit consent of ALU LIDS;

- infringement of copyrights, trademarks, trade designations or other intellectual property rights of ALU LIDS;
 - undertaking actions that may harm the reputation, standing or good name of ALU LIDS, including through public, unfounded or misleading statements.
3. The notice referred to in section 1 shall be sent to the Client in writing or by e-mail and shall include at least a 7 (seven)-day period to commence proper performance of the obligations under the Agreement or to cease the breaches thereof. The notice shall be deemed received by the Client upon sending the e-mail by ALU LIDS or delivery of the written notice. ALU LIDS shall have the sole discretion to determine whether a material breach of contractual obligations by the Client has occurred.
 4. The Client shall be entitled to withdraw from the Agreement with immediate effect, despite a written notice from the Client requesting proper performance or cessation of breaches of the Agreement. The notice referred to herein shall be sent to ALU LIDS in writing or by e-mail and shall include at least a 7 (seven)-day period to commence proper performance of the obligations under the Agreement or to cease the breaches thereof. The notice shall be deemed received by ALU LIDS upon sending the e-mail by the Client or delivery of the written notice. A material breach by ALU LIDS shall be deemed to include a delay in Delivery of at least 21 (twenty-one) days.
 5. Termination of the Agreement by ALU LIDS due to circumstances for which the Client is responsible shall also entitle ALU LIDS to unilaterally cancel Orders or Deliveries of Products not yet performed in whole or in part.
 6. The Agreement shall also terminate in the event of:
 - a. the Client being declared bankrupt or placed into liquidation;
 - b. the Client's insolvency;
 - c. the occurrence of Force Majeure and its continuation for a period of at least 3 (in words: three) months.
 7. Termination of the Agreement, in the absence of different written arrangements between the Parties, shall not release the Parties from the obligation to perform obligations arising and accepted prior to the date of termination, except where termination occurs for reasons resulting in the lack of legal possibility to perform them – as indicated in section 6 above.
 8. For Products delivered in accordance with the terms of the Agreement, to which the Client raises no quality or quantity objections, the Client shall be obliged to pay the agreed remuneration within the time limit specified in the Agreement, unless under the Agreement or applicable law the Recipient is entitled to refuse acceptance of all or part of the Products. In such case, the Recipient shall be obliged to pay the amount due for the remaining part of the Products in respect of which no right of refusal applies. In the event of termination of the Agreement after ordering the production of Products but before their delivery to the Recipient, the provisions of the Agreement shall apply to the delivery of such Products and settlement between the Parties. Termination of the Agreement shall not entitle the Client to cancel Products previously ordered.

§11. TRADE SECRETS

1. Each Party to the Agreement shall be obliged to keep confidential the provisions of the Agreement and the manner of its performance.
2. The obligation referred to in section 1 above shall also apply to the employees and associates of the Parties.
3. Detailed confidentiality provisions are set out in Appendix No. 3 to the GTCS, which shall in each case constitute an element of the Agreement/Order and form an integral part of the GTCS.

§12. COPYRIGHT

1. ALU LIDS shall retain all rights, including copyright in all fields of exploitation not expressly and in writing transferred to the Client or any third party, or in respect of which no licence has been expressly granted for specified fields of exploitation, to all its designs, illustrations, photographs, drawings, data sets and other documents, including unfinished versions, as well as any other works within the meaning of copyright law, in particular Article 1 of the Copyright Act, or inventive projects within the meaning of the Industrial Property Act.
2. The provisions of section 1 shall also apply to designs, illustrations, drawings and other documents developed with the participation of ALU LIDS, including works within the meaning of copyright law or inventive projects within the meaning of the Industrial Property Act.
3. The Client warrants that it holds the economic copyrights or appropriate licences, as well as industrial property rights, to all designs and graphic templates provided to ALU LIDS for the performance of the Subject Matter of the Agreement, entitling it to reproduce and use them. The Client warrants that any templates or graphic files provided by it in any form do not infringe the rights of third parties in commercial marks, trademarks, legally protected designs, trade names, copyrights, or any inventive designs within the meaning of Industrial Property Act.
4. ALU LIDS grants the Client a non-exclusive licence to use the works created in connection with the performance of the Order solely to the extent necessary for the use of the Products delivered by ALU LIDS under the Agreement. The licence

shall not include the right to modify, reproduce, transfer to third parties or use such works for production by other manufacturers without the prior written consent of ALU LIDS.

5. The Client shall bear full civil, criminal, financial and administrative liability for providing templates infringing third-party rights under the above-mentioned titles. The Client undertakes to join the proceedings on the side of ALU LIDS, to assume and cover all costs of ALU LIDS' legal defence, compensation and other expenses related to such claims, to indemnify ALU LIDS against all liability for the performance of the Agreement using any materials, works, graphic designs and other items protected by copyright, related rights, industrial property rights, etc., provided by the Buyer in any form. In the event that ALU LIDS satisfies such claims, the Client shall, upon request of ALU LIDS, reimburse the amount of such claims and all related expenses, including both indirect and direct costs, including legal fees, costs of court or arbitration proceedings, imposed penalties and fines, etc.
6. All production materials prepared by ALU LIDS in connection with the performance of the Order, in particular production files, technological designs, technical drawings, printing forms, cylinders, matrices, dies, production tools and other technological elements, shall remain the exclusive property of ALU LIDS.
7. The Client grants ALU LIDS a non-exclusive, royalty-free and territorially unrestricted licence to use trademarks, logos, trade designations and graphic materials (including the image of the finished Product manufactured for the Client) for the following purposes:
 - a. to the extent necessary for the proper performance of Orders;
 - b. for marketing and promotional purposes, including in particular the publication of information about the cooperation in ALU LIDS' portfolio, on websites, in social media, in commercial presentations and in printed materials.
8. The licence referred to in section 8(b) is granted for an indefinite period. In the event of termination of the Agreement, ALU LIDS shall retain the right to continue to disseminate promotional and informational materials prepared prior to the date of termination of the Agreement, unless the Parties agree otherwise in writing.

§13. FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations caused by unforeseen circumstances beyond its control – Force Majeure, provided that the Party unable to perform its obligations shall promptly notify the other Party of such circumstance and indicate the expected duration thereof.

§14. AMENDMENTS TO THE GTCS

1. The GTCS may be amended by ALU LIDS at any time. ALU LIDS shall notify the Client by e-mail of the planned amendment at least 14 days prior to its announcement, indicating which provisions shall be amended.
2. The amended GTCS shall enter into force upon their publication on the website www.alulids.com.
3. The entry into force of amendments to the GTCS shall not apply to Agreements/Orders concluded prior to the entry into force of the amended GTCS, unless the Parties jointly decide that the Agreement/Order shall be adjusted to the provisions of the GTCS by way of an annex.
4. In the event of changes in legal regulations, the Parties shall adapt the sales Agreement to the currently applicable provisions by means of an appropriate annex to the Agreement. ALU LIDS shall propose a draft annex to the Agreement.

§15 FINAL PROVISIONS

1. All statements of the Parties in connection with the Agreement shall be made and delivered by one Party to the other Party in the manner specified in the Agreement, by e-mail or in writing, which shall mean sending the statement by registered letter or courier to the address indicated in the Agreement or Appendix No. 1 to the GTCS. The address indicated by the Client in Appendix No. 1 to the GTCS shall be deemed the current correspondence address, unless the Client has expressly indicated to ALU LIDS another correspondence address by e-mail, under pain of nullity.
2. The Parties undertake to keep each other informed on an ongoing basis of any changes to their address and contact details, failing which notifications or deliveries made to the previous address shall be deemed effective. Notification of such change should be made in writing or by e-mail and submitted to the other Party at least 7 days prior to the change of correspondence address or contact persons. Notices which are advised but not collected shall be deemed delivered on the date of the first delivery attempt notice.
3. The Client shall be obliged, where possible, to inform in advance of any planned changes to the legal form in which it conducts its business, as well as of any other circumstances that may affect the performance of the provisions of the Agreement.
4. ALU LIDS shall be authorised to assign the rights and obligations arising from the Agreement to another entity, in particular to an entity in respect of which it is a parent entity, to an entity in respect of which it is a subsidiary, or to an entity with which it is affiliated within the meaning of the relevant provisions of Polish law.

5. The Parties undertake to use their best efforts to resolve any disputes arising from the interpretation and performance of the GTCS amicably between themselves. The court competent to resolve any disputes shall be the common court having jurisdiction over the registered office of ALU LIDS. All disputes between the Parties shall be governed by the provisions of Polish law.
6. The assignment by the Client of any rights and obligations arising from the Agreement to a third party shall require the prior written consent of ALU LIDS, failing which it shall be null and void.
7. The Client shall not be entitled to set off any claims it may have against ALU LIDS against the claims of ALU LIDS without the prior written consent of ALU LIDS, under pain of nullity.
8. In matters not regulated in the GTCS, exclusively the provisions of Polish law shall apply, including in particular the Civil Code. The application of any international conventions and international agreements is excluded.
9. The GTCS have been drawn up in Polish and English. In the event of discrepancies or interpretative doubts, the Polish version of the GTCS shall prevail and shall constitute the binding and decisive version for the Parties.
10. List of Appendices:
 - a. Appendix No. 1 to the GTCS Order Template;
 - b. Appendix No. 2 to the GTCS Complaint Form Template;
 - c. Appendix No. 3 to the GTCS Non-Disclosure Agreement;
 - d. Appendix No. 4 to the GTCS Statement of Acknowledgement of the GTCS;
 - e. Appendix No. 5 to the GTCS Statement regarding the rules for issuing e-invoices using KSeF applied by ALU LIDS from 1 April 2026;
 - f. APPENDIX No. 5a in the case of a foreign Client (with its registered office outside Poland) Statement of acceptance of electronic invoices.

The logo for ALU LIDS is displayed in a light blue, sans-serif font. The word "ALU" is on the left, followed by a small teal circle, and then "LIDS" on the right. The entire logo is centered within a light gray rounded rectangular box.

APPENDIX NO. 1 TO THE GENERAL TERMS AND CONDITIONS OF SALE

Order

Order No: _____

[to be completed by ALU LIDS]

Date: _____

ORDERING PARTY (CLIENT) DETAILS

Full company name:

NIP (Tax ID):

Registered address:

- All letters and notices provided for in the Agreement or issued in performance of this Agreement shall be sent by registered mail or courier, as well as by fax or e-mail, if the nature of the letter or notice does not require delivery by registered mail or courier.
- The address indicated shall be the correspondence address, unless a Party has expressly indicated to the other Party another correspondence address in writing. Each Party shall be obliged to notify the other Party of any change to its correspondence address. Letters delivered prior to notification of a change of address shall be deemed effectively delivered.

a. The Client's address for service is:

b. Contact person for operational matters related to the performance of the Agreement:

E-mail:

Telephone No.:

c. E-mail address for sending invoices:

Products:

| No. | Product name / designation with reference to raw material specification | Quantity [pcs/kg/rm] | Delivery date | Place of delivery * | New product, repeat order with changes, repeat order without changes |
|-----|---|----------------------|---------------|---------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Detailed delivery terms:

*The place of delivery should be specified if different from that indicated in the GTCS.

1. Prices of Products and payment terms

| No. | Product name | Net unit price | Number of units | Net price of ordered Products | Amount of prepayment | Prepayment due date |
|-----|--------------|----------------|-----------------|-------------------------------|----------------------|---------------------|
| | | | | | | |
| | | | | | | |

Date and signature of the Client

The logo for ALU LIDS is displayed in a light gray font. The word 'ALU' is followed by a small teal square, and then the word 'LIDS'.

APPENDIX NO. 2 TO THE GENERAL TERMS AND CONDITIONS OF SALE
Complaint Notification

TO BE COMPLETED WITH AN UP-TO-DATE FORM

ALU • LIDS

APPENDIX NO. 3 TO THE GENERAL TERMS AND CONDITIONS OF SALE
Non-Disclosure Agreement

§ 1. Confidentiality obligations

1. The Parties (ALU LIDS and the Client) undertake to:
 - a. keep confidential any Confidential Information obtained directly from the Disclosing Party or in any other manner;
 - b. maintain the confidentiality of all information relating directly or indirectly to the business, enterprise or assets of the Disclosing Party (including its affiliated entities);
 - c. use Confidential Information solely for the purpose of the proper performance of the commercial cooperation (including Orders), taking into account the interests of the other Party;
 - d. refrain from disclosing, revealing or using Confidential Information for any other purposes;
 - e. return to the Disclosing Party or destroy all materials obtained upon termination of the cooperation, except for those which are required to be retained under applicable law.

§ 2. Exclusion from confidentiality obligation

1. The obligation set out in §1 above shall not apply to information:
 - a. the disclosure of which is required by law or by competent authorities (following prior written notification to the Disclosing Party);
 - b. which is or becomes publicly available without breach of this Agreement;
 - c. which is disclosed with the prior written consent of the Disclosing Party.

§ 3. Protection and disclosure of Confidential Information

1. For the avoidance of any doubt, the Parties agree that each Party shall be entitled to disclose Confidential Information to its employees, associates and subcontractors, where this is necessary for the proper performance of the commercial cooperation for the benefit of the other Party, and solely to the extent necessary for the achievement of such purposes, provided that the Receiving Party ensures compliance with the provisions of this clause by such persons.
2. In other cases, disclosure of Confidential Information to third parties shall require the prior consent of the Disclosing Party in documentary or written form.
3. Disclosure of Confidential Information may in particular take place in written or electronic form, by delivery of a specific item, granting access to a database, or by oral/visual presentation. Any such information shall acquire the status of Confidential Information at the moment of its disclosure, without the need for any additional confidentiality marking.
4. Confidential Information shall remain the exclusive property of the Disclosing Party. Disclosure of Confidential Information shall not be deemed to grant any rights thereto (including any licence or transfer of economic copyright), other than the right to use it for the purpose of the cooperation.
5. In the event of a suspicion that a third party has obtained unauthorised access to Confidential Information, the Receiving Party shall be obliged to immediately notify the Disclosing Party and to take appropriate protective measures.
6. Upon written instruction of the Disclosing Party, the Receiving Party undertakes to permanently delete or return the received Confidential Information.
7. The Receiving Party shall apply to the Confidential Information at least the same level of care and safeguards as it applies to its own confidential information, ensuring appropriate protection against unauthorised copying or use.
8. The obligation to maintain confidentiality and not to use Confidential Information shall remain in force for the duration of the cooperation and for 5 (five) years from the date of its termination or expiry.

§ 4. Final provisions

1. This Confidentiality Clause constitutes an integral part of the ALU LIDS GTCS. Acceptance of the GTCS shall be deemed acceptance of this Appendix.
2. Any amendments to this clause shall require written or documentary form, failing which they shall be null and void.
3. Disputes shall in the first instance be resolved amicably, and in the absence of agreement within 60 days – by the common court having jurisdiction over the registered office of ALU LIDS.

APPENDIX NO. 4 TO THE GTCS
Statement of Acknowledgement of the GTCS

**STATEMENT OF ACKNOWLEDGEMENT AND COMPLIANCE WITH THE GENERAL TERMS AND CONDITIONS OF SALE OF
ALU LIDS SP. Z O.O. WITH ITS REGISTERED OFFICE IN RZEPLIN**

Acting _____ on _____ behalf _____ of:

(details of the contracting party and manner of representation)

I hereby declare that I/we have read the General Terms and Conditions of Sale of ALU LIDS sp. z o.o., that their provisions are understandable and constitute an integral part of the agreement concluded between ALU LIDS and the Client, and define the detailed rules for the provision of services as well as the rights and obligations of the Parties.

Date and signature of the Client

APPENDIX NO. 5 TO THE GTCS
STATEMENT REGARDING THE RULES FOR ISSUING E-INVOICES USING KSeF APPLIED BY ALU LIDS FROM 1 APRIL 2026

CLIENT DETAILS:

Name: _____

Address: _____

NIP (Tax ID): _____

CONTENT OF THE STATEMENT:

Acting on behalf of the Client, I hereby acknowledge and accept that, in accordance with the applicable tax regulations, as of 1 April 2026 ALU LIDS shall be subject to the obligation to issue invoices exclusively via the National e-Invoicing System (KSeF).

1. The Parties agree that invoices shall be issued by ALU LIDS in a structured form and transmitted to the KSeF system, from which the Client shall be obliged to download them, subject to point 3 below.
2. The date of receipt of a structured invoice by the Client shall be deemed to be the date on which the invoice is assigned an identification number in the KSeF system.
3. **Method of receipt of invoices by the Client (please select as appropriate):**

- Option A:** The Client has access to KSeF and shall download structured invoices directly from the KSeF system. Notwithstanding the above, ALU LIDS may send a visualisation of the invoice (PDF format), which is for auxiliary purposes only, to the e-mail address indicated below.
- Option B:** The Client declares that it does not use the KSeF system. Accordingly, ALU LIDS shall provide the Client with a visualisation of the structured invoice (PDF format), bearing a QR code enabling access to the invoice in the KSeF system and identification data, to the e-mail address indicated below.

4. **E-mail address for sending invoices/visualisations:**

5. The Client undertakes to promptly notify ALU LIDS of any change to the above e-mail address. In the absence of such notification, delivery to the existing address shall be deemed effective.
6. In the event of a failure of the KSeF system or lack of technical capability to issue a structured invoice, the Client consents to receiving electronic invoices (PDF format) at the e-mail address indicated above.
7. Withdrawal of consent to receive structured invoices via the KSeF system (to the extent permitted by law) or PDF visualisations may be made in documentary form (e-mail) subject to a 30-day notice period effective at the end of a calendar month. In such case, the Parties shall agree within 7 days on an alternative method of invoice delivery; however, this shall not affect ALU LIDS' right to issue invoices via KSeF where such obligation arises from applicable law.
8. ALU LIDS shall have the right to send an invoice in paper form (by post) if, due to technical reasons, other unforeseen events or Force Majeure, it is not possible to issue or transmit it electronically.

On behalf of the Client:

Date and signature of the Client

APPENDIX NO. 5

***in the case of a foreign Client (with its registered office outside Poland)
STATEMENT OF ACCEPTANCE OF ELECTRONIC INVOICES**

CLIENT DETAILS:

Name: _____

Address: _____

NIP (Tax ID): _____

CONTENT OF THE STATEMENT:

1. The Client hereby consents to the issuance and transmission by ALU LIDS of invoices, corrective invoices and duplicate invoices in electronic form (PDF format).
2. The Parties agree that invoices shall be sent from the ALU LIDS e-mail address to the following Client e-mail address:
 - E-mail: _____
3. The date of delivery of an invoice shall be deemed to be the date on which the e-mail is sent by ALU LIDS.
4. The Client undertakes to promptly notify of any change to the e-mail address. In the absence of such notification, delivery to the existing address shall be deemed effective.
5. Acceptance of electronic invoices shall not exclude the right of ALU LIDS to issue and send invoices in paper form in cases justified by technical reasons or unforeseen circumstances.
6. Withdrawal of this acceptance may be made by way of a written statement sent by e-mail to ALU LIDS, subject to a 30-day notice period effective at the end of a calendar month.
7. Acceptance of electronic invoices shall not exclude the right of ALU LIDS to issue and send invoices in paper form in cases justified by technical reasons or unforeseen circumstances.

On behalf of the Client:

ALU LIDS

Date and signature of the Client
