

General Terms and Conditions of Sale

1. Scope of application of the General Terms and Conditions of Sale

- 1.1 The General Terms and Conditions of Sale shall apply in relations between DOT2DOT SA hereinafter referred to as the Seller, and its customers, hereinafter referred to as the Buyer, unless the parties agreed otherwise in separate agreements.
- 1.2 The General Terms and Conditions of Sale, hereinafter referred to as the GTCS, shall apply for the entire period of commercial cooperation.
- 1.3 The GTCS are available at: <http://www.dot2dot.pl/>
- 1.4 The Seller does not accept any general terms and conditions applied by the Buyer. The Seller's offer, the Buyer's order, the confirmation of acceptance of the order for performance by the Seller and these GTCS, as well as the documents, conditions, specifications, etc., indicated therein, define all rights and obligations of the Parties in connection with the Products.
- 1.5 The United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980 shall not apply.

2. Offering and a sales contract

- 2.1 An offer shall mean an offer in a written or document form for delivery of the Seller's product, hereinafter referred to as the Product, specifying the price, quantity, specification thereof, method of packing and palletising, place and terms of delivery, terms of payment, and the remaining terms thereof in accordance with this document.
- 2.2 Sales contracts are concluded in a written or document form, duly signed by the parties, or by exchange of e-mail correspondence – placing an order by the Buyer, referring to the Seller's offer, and its confirmation by the Seller. The Contract shall be deemed concluded upon confirmation of the order by the Seller.
- 2.3 If the order is withdrawn, the Buyer shall cover all costs incurred by the Seller in connection with the order execution.
- 2.4 Conclusion of the sale contract is tantamount to acceptance of the GTCS included herein.

3. Prices and payments

- 3.1 The prices stated in the offer apply ex Seller's warehouse and do not include VAT.
- 3.2 Any additional costs that may result from changes in the order in relation to the offer, in particular reduction of quantity, acceleration of order execution, additional services shall be borne proportionally by the Buyer and shall be submitted for acceptance to the Buyer.
- 3.3 In the event of a significant increase in the manufacturing costs of the Products, prices may be renegotiated.
- 3.4 Invoices are issued in accordance with arrangements with the Buyer in paper form or on the basis of a separate agreement in electronic form, in accordance with the applicable regulations in Poland.
- 3.5 In the event of delay in payment, the Seller may suspend deliveries or charge statutory interest for delay from the day following the date on which the payment deadline specified in the invoice expired.
- 3.6 The Buyer undertakes to provide the Seller, within 5 working days from the date of delivery of the Products to the place of completion of shipment or transport of the Products to the Buyer within the meaning of Article 40 of the COUNCIL Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, with any documentation confirming their delivery to the said place, in particular the waybills, under pain of assuming that the Products were delivered at the Seller's warehouse. The Buyer acknowledges that in such case the delivery of the Products does not constitute an intra-Community supply of goods within the meaning of the COUNCIL Directive 2006/112/EC of 28 November 2006 on the common system of value added tax and the Seller is entitled to correct the VAT invoice issued for the sale of the Products and charge the Buyer with VAT at the rate applicable to the delivery of goods in the territory of the Republic of Poland.
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4. Delivery conditions and palletising

- 4.1 The place of delivery shall be the Buyer's warehouse, within the time limit confirmed by the Seller.
- 4.2 If the acceptance of the Product is delayed for more than 5 days, the Seller may charge the costs of returning the Product to the Seller's warehouse and storage. Storage of the Product takes place at the expense and risk of the Buyer. After the next 14 days, the Seller shall have the right to re-execute the shipment and issue an invoice for the Product and the costs of transport and storage, payable within 14 days.
- 4.3 Deliveries are made on returnable pallets. The Buyer shall return the pallets in a non-deteriorated condition within 30 days from the date of acceptance of the Product. If the pallets are not returned on time, the Buyer shall be charged for them.
- 4.4 The delivery date specified in the order confirmation shall be extended by the duration of the obstacle preventing manufacturing, e.g. occurrence of force majeure.
- 4.5 Risks related to the Product, including its loss or damage, shall pass to the Buyer upon its handover for collection to a representative of the Buyer or a forwarder or carrier.
- 4.6 The delivered Product shall remain the property of the Seller until it is fully paid for, together with any interest and additional costs.

5. Quantity of goods in delivery

- 5.1 The Seller shall perform the delivery in the agreed quantity, however, the Parties agree that the quantity delivered and invoiced shall be within the following tolerances:

Number of pieces	Tolerance
0-10,000	+/- 20%
10,001-25,000	+/- 10%
25,001-100,000	+/- 5%
100,001-250,000	+/- 3%
More than 250,000	+/- 2%

6. Storage conditions and warranty

- 6.1 The warranty period for solid cardboard Products is 12 months, for corrugated cardboard Products 6 months, provided that they are stored by the Buyer in appropriate conditions.
- 6.2 The storage area must be dry and clean, with a temperature of 10-30°C and humidity of 30-60%.
- 6.3 If the above conditions are not met, the packaging must be air-conditioned in accordance with the packaging storage and air-conditioning conditions and the foil must be removed from the pallet immediately before manufacturing.

7. Tools

- 7.1 The cost of purchasing additional tools necessary to manufacture the Product, e.g.: die-cutting machine, photopolymers, dies, etc., shall be borne by the Buyer. During the manufacture period, they are at the Seller's disposal and are stored in the Seller's warehouse for 2 years from the date of receiving the last order. After the expiry of this period, after prior information, the tools shall be collected by the Buyer within the next 30 days, and if they are not collected, they shall be disposed of.

8. Intellectual property

8.1 All designs, structures, drawings and prototypes not provided by the Buyer are the property of the Seller and may not be used by the Buyer or made available to third parties without the Seller's consent.

9. Marks on packagings:

9.1 FSC® Trademark:

Unless otherwise agreed, the Customer of DOT2DOT SA is obliged to comply with the rules for the protection of the FSC® trademark applicable in all target countries to which the certified products are supplied. The Customer is also obliged to provide DOT2DOT SA with artworks with correctly inserted trademark on FSC labels.

9.2 Other trademarks, logos, pictograms, etc.

Unless otherwise agreed, DOT2DOT SA Customer is obliged to provide artwork with properly inserted and approved (if required) logos, MSC marks, recycling marks, disposal marks, etc.

10. Quality and complaints

10.1 The Product shall be delivered in quality consistent with the Buyer's order and in tolerance referred to in point 5.1. of the GTCS and resulting from the technological process specified in the Quality Specification of the Seller's Product.

10.2 Non-compliance of the product with the order and/or Quality Specification of the Seller's Product shall be reported by the Buyer in writing within 3 days from delivery for quantity complaints and 14 days for quality complaints.

10.3 The delivery in which the quantity of the defective Product does not exceed 1% of the volume is not subject to complaint.

10.4 The Seller shall examine the legitimacy of the complaint within 7 days from the receipt of the notification. If necessary, the Buyer shall provide access to the batch subject to the complaint within this time limit. If further examinations and expert opinions are not necessary to resolve the complaint, the decision on the complaint should take place within 14 consecutive days.

10.5 As part of accepting the complaint, the Seller may remove the defect, replace the defective Product with a consistent one or lower the price if the Buyer accepts the defective Product.

10.6 The defect shall be repaired within 30 days.

10.7 The Product shall be replaced immediately if it is stored in the Seller's warehouse or within 30 days from the date of accepting the complaint if the Product that is free from defects is not in the warehouse.

10.8 If during the complaint a decision is made to return the Products, they must be properly secured for transport and delivered to the Seller intact, within the agreed time limit. The risk associated with the returned Product shall pass to the Seller upon making the Product available at the Seller's warehouse.

10.9 The Buyer shall have the right to withdraw from the agreement concerning the performance of their order only if the Seller fails to deliver goods free from defects within the above-mentioned deadlines.

10.10 Submitting a complaint is not the basis for withholding payment for completed deliveries.

11. Settlement of disputes

11.1 Any disputes shall be settled amicably. If an amicable solution is not possible, the dispute shall be settled by a court having jurisdiction over the Seller's registered office.

11.2 The law of the Republic of Poland shall apply to the cooperation of the parties with respect to the Products.

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Issue: 1	Symbol: KZSZ.Z7.1	Valid from: 01/05/2021	Prepared by: Quality Manager	Checked by: Chief Process Engineer	Approved by: Chief Operating Officer
DOT 2 DOT QUALITY TOLERANCE STANDARD					

The OPERATOR and the Shift Manager/Foreman of a given production process stage are responsible for controlling and releasing the production process at each stage. The Operator cannot start his process without confirming in the order report the completion of inspections of previous production processes.

Additional verification is carried out by the Quality Control Department in the following cases:

- Tests - Quality Control Department participates in the control of the conducted tests - after receiving information from NPD that such control is required. Samples from the tests are delivered and stored by the Quality Control Department (Production is obliged to collect samples from tests for Quality Control). Test orders are marked as a printout on blue paper.
- New works – the Quality Control Department controls each new production. In the register of controlled orders, Quality Control marks which orders are new implementations and what the novelty applies to (e.g. graphics, construction).

Other works are inspected randomly – at least 1/change control of each process and record in quality control registers. The scope of control at the individual stage of the production process is described by the control manual and the control plan.

Inspection frequency:

- printing - 1st sheet + inspection every 1000 sheets + last sheet from the run
- lamination - 1st sheet + inspection every 500 sheets + last sheet from the run
- hot stamping - 1st sheet; inspection of 1 sheet from each pallet (all uses)
- die cutting – 1st sheet; inspection of 1 sheet from each pallet (all uses)
- pasting windows – 10 pcs. at the beginning of the process checked after 1-2 hours from gluing + at least 2-3 collections of 5 samples from the pallet (approx. every 500 pieces)
- gluing - acc. to AQL + 1 CARTON at the beginning of the process checked after 1-2 hours from gluing + additional inspection after each stop of the machine
- packaging – acc. to AQL
- BHS (Batorowo) - 1st sheet; check of 1 sheet per pallet
- Backing (Batorowo) - 1st sheet; inspection every 500 sheets
- Wheel – according to the inspection plan – cross-check of labels
- Cutting – according to the inspection plan
- Pulling – according to the inspection plan

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Sampling – finished products – AQL (for finished product at the last stage of the process)

	Sample size			
		Reduced inspection	Normal inspection	Strict inspection
Batch size (pcs.)	Up to 10,000	80	200	315
	10,001-35,000	125	315	500
	35,001-150,000	200	500	800
	150,001 – 500,000	315	800	1,250
	500,001 and above	500	1,250	2,000

Statistical quality control according to ISO 2859, level II.

Limit of accepted AQL quality, in percentage of non-conforming units:

- critical defects 0.1%
- significant defects 1.00%
- minor defects 2.50%

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DEFECT CLASSIFICATION			
Types of defects	Critical	Significant	Minor
Mixing patterns	X		
Incorrect dimension	X		
Ungluing of cartons in the entire run	X		
Incorrect texts	X		
Illegible barcode throughout the run	X		
Lack of varnish throughout the use	X		
Gluing inside the carton		X	
Varnish with streaks or stains, varnish partially missing		X	
Sticking the cartridges together		X	
Partial ungluing on adhesive strip		X	
Cracks on bigs		X	
Colour deviations ($\Delta E < 2$ to template (Panton) CMYK optical density +/- 10% 1.4-1.6) >3 colour deviations unacceptable		X	
Uneven gluing / incorrect folding		X	
Cracks of the substrate from embossing		X	
Incorrect quantity in collective carton			X
Underembossed HS elements			X
Spots, dots			X
Embossing mismatch with print or stamping			X
Flooded small elements			X

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PRINT				
Parameter	Criterion	OK	NOK	Method
Optical density	Density difference from reference sheet	+/-10% 1.4-1.6	<1.4 >1.6	Densitometer
ΔE CMYK	Colour difference ΔE in relation to the reference sheet	$\Delta E \leq 3.5$ Black ≤ 5	$\Delta E > 3.5$ Black > 5	Spectrophotometer
ΔE Pantone	Colour difference ΔE in relation to the reference sheet	$\Delta E \leq 2$	$\Delta E > 2$	Spectrophotometer
ΔE Pantone	Colour difference E in run	$\Delta E \leq 3$	$\Delta E > 3$	Spectrophotometer
Image matching	Matching deviation	$\leq 0.2\text{mm}$	$>0.2\text{mm}$	Visually / printing magnifier
Print sheet defects (defect on use)	Visible to the 'naked' eye	Small singular dots	Numerous pulls, stains, streaks, toning, delamination	Visual evaluation
Bar code	Bar code legibility	A,B,C	D,E,F	Barcode reader
Gloss	Matt varnishing Gloss varnishing	According to the specification, comparison to the reference (if specified)	Difference greater than +/-15 units for packaging measurement in relation to the reference	Gloss meter / Visually

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REFINEMENTS – GILDING / STAMPING				
Parameter	Criterion	OK	NOK	Method
Matching according to the reference	Offset fit relative to graphics	≤ 0.5mm	>0.5mm	Visually / printing magnifier
Faults of gilding / stamping on the front of the packaging	Visible to the 'naked' eye	No acceptable defects	Uneven film coverage, no film surface damage, significant scratches, minor film losses, slight scratches	Visual evaluation
Defects of gilding / stamping on other surfaces visible after forming	Visible to the 'naked' eye	Minor film losses, minor scratches	Uneven film coverage, no film damage to the surface, significant scratches,	Visual evaluation
Selective varnishing	Offset of selectively varnished elements in relation to the reference	≤ 0.5mm	>0.5mm	Visually / printing magnifier
Defects of sheet with selective varnish	Visible to the 'naked' eye	Small, single dots	Rough surface / bubbles on varnish	Visual evaluation
Complete varnishing	Visible to the 'naked' eye	Sheet surface smooth without peeling	Surface with scratches	Tesa tape test according to internal instructions

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DIE CUTTING				
Parameter	Criterion	OK	NOK	Method
Position of die cutting / creasing line	Moving the die-cut element in relation to the specified place on the sheet	≤ 1 mm	>1 mm	Visually / printing magnifier
Defects of blanks	Visible to the 'naked' eye	Small cracks in the corners of the blank	Cracking of material on bigs when folding, undercut blanks, undercut perforation	Visual evaluation
Crease / Ryca	The quality of creasing measured by the force needed to bend the crease	No creases No cracks. Crease must not be cut	Crushing, longitudinal cracks cuts of the crease / ryca	Device for measuring the creasing force according to the Customer's requirements

GLUING				
Parameter	Criterion	OK	NOK	Method
Adhesive application	Adhesive strength	Permanently glued elements break after degluing with disturbance of the substrate in 90-100% for non-laminated surfaces	Unglued edges, sticking together, adhesive stains	Visual evaluation
Gluing line	Evenness of gluing – shifts on the gluing line that do not cause problems with forming	≤ 1 mm	>1 mm	Visual evaluation
Forming	Proper bonding / breaking process	Breaking during bonding acc. to Standard and reference	No breakage or breakage contrary to guidelines / reference	Operator verification when setting

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PACKING				
Parameter	Criterion	OK	NOK	Method
Packing	Packaging, palletisation, marking – as agreed with the Customer	According to the specification – developed palletization	Non-compliant with palletizing	Visual evaluation

Shortages for run / surplus - in accordance with the arrangements individually with the Customer / depending on the quantity ordered for production.

Visual evaluation:

Visual assessment is treated as a supporting method of colour assessment.

CONDITIONS OF VISUAL ASSESSMENT in accordance with ISO 3664:2009:

- colour temperature 5000K (D50)
- CRI factor greater than 90,
- lighting intensity 2000 lx ± 250 lx,
- neutrality of the environment in which the visual assessment is carried out

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Limit of acceptable quality – **NORMAL AQL** - valid as standard for each order

NORMAL AQL control level	Sample size	Qualifying number	Disqualifying number
AQL-1.0	125	3	4
	200	5	6
	315	7	8
	500	10	11
	800	14	15
	1,250	21	22

Limit of acceptable quality – **AQL STRICT** - applicable at the request of the QC for orders on which a quality problem or complaint was recorded (for 3 subsequent production orders)

AQL STRICT control level	Sample size	Qualifying number	Disqualifying number
AQL-1.0	125	2	3
	200	3	4
	315	5	6
	500	8	9
	800	12	13
	1,250	18	19

Limit of acceptable quality - **AQL REDUCED** - valid only for orders on which there are no quality problems, only with the consent of quality control

AQL REDUCED control level	Sample size	Qualifying number	Disqualifying number
AQL-1.0	125	5	6
	200	6	7
	315	8	9
	500	10	11
	800	10	11
	1,250	10	11