



GENERAL TERMS AND CONDITIONS FOR ORDER FULFILMENT (GTC)

Effective from
16.06.2026

1. GENERAL PROVISIONS

1. General terms and conditions of order fulfilment (hereinafter: GTC) apply to all orders accepted for fulfilment, both one-off and recurring.
2. Where the following provisions refer to the "Supplier", this is understood as the company YANKO Sp. z o.o. with its registered office in Głogów Małopolski.
3. The Client may be a natural person conducting business activity, a legal person, or an organisational unit without legal personality.
4. The subject of the order is a product manufactured by the Supplier on the basis of these GTC.
5. These GTC constitute general terms and conditions of contracts within the meaning of Article 384 of the Civil Code and are applied to the sale of goods (referred to in the further content of the GTC as "products") manufactured by the Supplier for the Client.
6. The GTC are binding on the Supplier and the Client from the moment of confirmation of acceptance of the placed order for fulfilment. Changes and deviations from the GTC require the consent of both parties in writing to be valid and apply only to the given order.
7. The Supplier may use the services of subcontractors to fulfil orders.
8. Placing an order is equivalent to the Client accepting the terms of these GTC.

2. ORDERS

1. Orders are accepted:
 - a) electronically by sending the order to the email address of the sales representative or to the address ...@yanko.pl provided on the website www.yanko.pl/kontakt,
 - b) in writing, with the proviso that the Client is obliged to provide an email address for further correspondence in the order.
2. All correspondence after the order has been accepted by the Supplier takes place via email.
3. The order must be signed by persons authorised to represent the Client in accordance with the National Court Register (KRS) or the Central Register and Information on Economic Activity (CEIDG). In the event that an order is placed by an authorised representative, the person signing the order should hold appropriate power of attorney or authorisation and present it upon the Supplier's request. In the absence of authorisation or exceeding its scope, the person signing the order is liable without limitation for any damage caused to the Supplier as a result.



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4. If the Client is in arrears with payments for at least 10 days, the Supplier reserves the right not to accept a subsequent order, to suspend further production until the outstanding amounts are paid, or to fulfil the order upon prior prepayment.

5. Upon receipt of an enquiry from the Client regarding products, the Supplier sends the Client an offer containing the essential terms of its execution – the offer. Further execution of the subject of the order is carried out after the Supplier has received confirmation of the offer from the Client.

3. GRAPHIC DESIGNS

1. The subject of the order is executed on the basis of:

- a) designs provided by the Client,
- b) the Supplier's own designs.

2. The proposed designs of the Supplier are their property. Any copying or partial use of the aforementioned designs without the Supplier's consent is prohibited and infringes the Supplier's copyright.

3. If it is necessary for the Supplier to make changes or corrections to a design provided by the Client in order to execute the subject of the order, this may result in the Client having to incur additional costs in this respect. The Client has no right to use the aforementioned changes or corrections to the design without the Supplier's consent.

4. The Supplier is not liable for errors in graphic designs or text owned by the Client, on the basis of which the order is executed. The Supplier is under no obligation to inform the Client of any errors noticed in the graphic designs provided by the Client.

5. By placing an order, the Client declares that they hold the unrestricted right to use the materials (graphics, logotype, sign, etc.) submitted for printing. In the event that any third party makes a claim against the Supplier related to the infringement of their rights by the Supplier, the Client undertakes to release the Supplier from such liability in full and to reimburse them for expenses necessary for purposeful defence, including legal costs.

6. The Supplier is not liable for differences in the colour of prints on manufactured packaging compared to the agreed standard, which are conditioned by printing technology. After accepting the order, the Supplier produces a visualisation of the subject of the order (proof), which is presented to the Client for approval. Graphic differences in the executed subject of the order, including in terms of colour, compared to the aforementioned visualisation may result from the colour identification system guide specified in the Pantone colour table.

7. Approval of graphic designs by the Client takes place on the basis of a graphic file or proof provided by the Supplier. These serve for the general assessment of the graphic layout and



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verification of packaging dimensions, print placement and text correctness. The Supplier is not liable for errors not noticed by the Client during the approval process.

8. The Supplier undertakes to properly store and use the printing dies owned by the Client for a period of 5 years from the last print. If 5 years have passed since the last use of the die by the Supplier, it is disposed of without the need to inform the Client.

9. The Supplier is not liable for the quality of the print made using dies provided by the Client.

10. Placing an order by the Client constitutes confirmation that they have validated the artwork and verified the product (packaging) for the goods to be packed.

4. PRICES AND PAYMENTS

1. All prices quoted in offers are to be understood as net prices, to which VAT (23%) must be added.

2. Standard collective packaging is included in the price. In the case of specific collective packaging requirements, their cost will be added to the order in a separate offer.

3. The price does not include any potential extras (clips, etc.) or equipment required due to special delivery conditions (EURO pallets, transport, forwarding, and others).

4. The offer indicated in point 2.5 is valid for 1 month from the date of its preparation and submission to the Client. In the event of an order being placed after this date, the Supplier presents the Client with an offer current as of the date of placing the Order.

5. For new clients, production commences after the prepayment specified in the offer has been made.

6. In the event of the Client withdrawing an order that is in progress or has been completed, the Client is charged for the costs incurred by the Supplier.

7. Making a complaint does not release the claimant from the obligation to fulfil their performance – payment of the amount due for the subject of the order.

5. DELIVERY DATE

1. Delivery takes place within the time limit specified in the offer, with the possibility of a postponement of no more than 4 working days.

2. In cases justified by technological circumstances and force majeure, including delays in execution or the impossibility of executing orders resulting from circumstances beyond the



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Supplier's control (fire, flood, import or transport restrictions, epidemic, etc.), the order execution deadline may extend beyond the deadline indicated in point 5.1. In such a case, the Supplier informs the Client of these circumstances within the time limit specified in point 5.1. The delay in the execution of the order caused by those presented in sentence 1 does not constitute grounds for claiming any damages from the Supplier.

6. DELIVERY TERMS AND CONDITIONS

1. The subject of the order is collected from the Supplier's warehouse, unless the parties mutually agree on a different place of collection.
2. In the event that the subject of the order is sent to the Client using a carrier or a forwarding company, the Supplier is not liable for any damage that may occur during transport.
3. In the event of entrusting the ordered goods for transport to a carrier or a forwarding company, the Supplier is not liable for any delay caused by them.
4. Any damage occurring during transport must be reported to the carrier upon unloading and a complaint report must be drawn up with an annotation signed by the driver who carried out the delivery.
5. The title to the goods passes to the Client at the moment of handing over the subject of the order to the Client or to a carrier acting on behalf of the Client – at the Supplier's premises, unless the Parties agree otherwise. Delivery is carried out under INCOTERMS 2020 CPT.
6. The Client is obliged to cover storage costs if they fail to collect the subject of the order within the designated time limit, in the amount of PLN 50 for each day.

7. DELIVERY DOCUMENTS

1. With the Delivery, the Supplier provides the Client with a dispatch note and/or a VAT invoice, which specifies the payment deadline and method.
2. Certificates, declarations of conformity or other documents confirming the quality (properties) of the goods are attached to the subject of the order or sent in electronic form, if such a requirement is indicated in the order or contract.

8. COMPLAINTS

1. The Supplier guarantees the quality of goods and services.



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2. The shelf life (durability of the packaging) of the packaging for use is included in the declarations of conformity, quality certificates, quality attestations or technical specifications and depends on the type of packaging and storage conditions.

3. The Client is obliged to check the quality and quantity of the goods immediately upon receipt.

4. Complaints must be submitted immediately after the discovery of any defects, but no later than within 30 days from the date of receipt in the case of quantity complaints and 3 months from the date of receipt in the case of quality complaints.

5. The complaint must include a precise description of the defect (see: general quality requirements), illustrate the defect in the form of a photograph attached to the message and specify the quantity of the claimed product, as well as include the product label under, otherwise the complaint will not be accepted. In the case of a quantity discrepancy, a photograph showing the material on a scale with a visible weight indication must be attached to the complaint notification. Any irregularities in a part of the delivered goods do not entitle the Client to lodge a complaint regarding the entire delivery.

6. The Client is obliged to secure the claimed goods at the Supplier's disposal and, if necessary, make a sample of the claimed goods available for the purpose of subjecting it to appropriate tests. The Client is responsible for properly securing the claimed product for transport (in particular, placing the goods on a pallet with a cardboard separator to protect against damage and wrapping the goods with protective film on every side).

7. Lodging a complaint does not give the right to withhold payment for the completed order. Lodging a complaint also does not give the right to make claims regarding potential compensation before the completion of the process of reviewing the submitted complaint.

8. The collected defective goods are subject to verification at Yanko Sp. z o. o., and if, during verification, a part is deemed free from defects, this part will be sent back to the Client as goods free from defects. If, during verification, the Supplier finds no defect in the entirety of the returned goods, the Client will be charged with the cost of the unjustified collection of material, assuming an amount of PLN 150 net per pallet on which the material collected for verification was placed.

9. In the event of quality defects being identified, the Supplier is liable only up to the net price paid by the Client for the claimed item of the order. Any further claims are excluded; in particular, the Supplier is not liable for indirect damages and lost profits.

9.18. After identifying a defect, the Client may not process or use the claimed material until the Supplier's position is obtained; violation of this obligation results in the refusal to accept the complaint, except in situations agreed upon in writing with the Supplier.

9.17. A complaint cannot be made in relation to material that has been processed, used, or introduced into further production/trade by the Client, unless the Supplier has previously



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agreed in writing to such use of the material after the defect was reported and has confirmed the terms and scope of liability. In every case where the Client identifies a defect, they are obliged to immediately cease using the questioned material, secure it at the Supplier's disposal, and enable verification to be carried out in accordance with these GTC.

10. The Supplier is not liable for the suitability of the goods for the purpose expected by the Client in a situation where the Client has not specified all conditions regarding the goods in writing and the Supplier has not confirmed them.

11. In the event that the Supplier acknowledges the validity of the complaint, the claimant, following prior agreement with the Supplier, may obtain a credit note exclusively for the returned goods that are the subject of the complaint or a price discount.

12. The return of the claimed goods may only be made after prior agreement with the Supplier.

13. In the event that the complaint proves to be unjustified, the Supplier is entitled to charge the Client for the costs of the complaint procedure, including the costs of travel to the Client, transport, and testing of the goods.

14. The time for processing a complaint should not exceed 30 days from the moment the defective batch of the order item is delivered to the Supplier's warehouse. In the case of a decision not to bring the defective goods to the Supplier's warehouse, the time for processing the complaint is calculated from the date of notification to the Client's Quality Department.

15. If the Client identifies a defect in the goods but considers conditional approval of the goods for production, which would involve additional costs that they wish to charge to the Supplier, the Client should notify the Supplier of the problem and should not commence production using the defective product without the Supplier's consent to cover the additional costs incurred. Otherwise, the Supplier will not acknowledge claims for the coverage of additional costs.

16. The Supplier is not liable for defects resulting from the inadequate design of the packaging by the Client for a specific use, taking into account the packaging process, transport conditions, and the sale of the finished product. In the case of materials entrusted for a service, the Supplier is not liable for the quality of the raw materials supplied by the Client for the service.

17. Samples or patterns are only examples of the packaging produced and do not constitute a basis for formulating claims regarding the completed order concerning quality, suitability for use in specific conditions, or for a specific purpose.

18. The Client loses all warranty rights for a product that they damaged or stored in a manner inconsistent with the recommendations set out in the Declarations for the product issued by Yanko.

19. Regardless of the provisions contained above, a complaint will not be considered in a situation where the subject of the order falls within the scope of the General Quality Requirements specified in point 10.



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9. FINAL PROVISIONS

1. The Client may not, without the Supplier's consent, disclose knowledge, information, and documents obtained as a result of commercial contacts with the Supplier to third parties.
2. In matters not regulated by the GTC, the provisions of the Civil Code and other relevant regulations apply accordingly.
3. In every case, the law applicable to the execution of orders covered by these GTC is Polish law.
4. All disputes will be settled by way of amicable arrangements. In the absence of an agreement, the dispute will be settled in court competent for the Supplier's registered office.

10. GENERAL QUALITY REQUIREMENTS

1. Due to the production technological process, the quantity of delivered products may differ from the quantity indicated in the order within the limits of the following quantity tolerances ($\pm$):

- a) for orders up to 30,000 units or up to 200 kg – $\pm 20\%$
- b) for orders over 30,000 units and up to 100,000 units or over 200 kg and up to 500 kg – $\pm 15\%$
- c) for orders over 100,000 units or over 500 kg – $\pm 10\%$

Delivery completion within the above tolerance limits is considered compliant with the order and does not constitute a basis for complaints or quantity claims.

2. Due to the specificity of individual technological operations and tolerances imposed on raw materials by their manufacturer, the permissible quantity of defective packaging or quantity shortages in the delivered batch, not subject to complaint, is max. 1.5%. In connection with this, the following tolerances for the finished product are accepted:

a) Film tolerances:

- width $\pm 2\text{mm}$, for LDPE film $\pm 5\text{mm}$
- grammage $\pm 10\%$
- colour registration 0.4 mm
- margin displacement $\pm 3\text{ mm}$ for LDPE film $\pm 5\text{mm}$
- repeat +2, -5 mm



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- delta colour 5 on the CIELab scale

b) Bag tolerance:

- dimensions $\pm 2\text{mm}$, for LDPE film $\pm 5\text{mm}$

- fold displacement $\pm 2\text{mm}$

- tear notch 0.5 mm

- seal strength min 2 N/15mm

- euro-slot displacement $\pm 2\text{mm}$

- delta colour 5 on the CIELab scale

- due to the specific properties of the film, especially in the case of prolonged storage in bulk packaging, slight sticking of the film layers may occur, which does not constitute grounds for a complaint.

c) Tolerances for paper in sheets and paper bags:

- paper grammage $\pm 15\%$

- dimensions $\pm 5\text{mm}$

- delta colour 5 on the CIELab scale