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Intesa Sanpaolo Banka d.d., Sarajevo Transaction account 154-200-11000385-07 SWIFT: UF BK BA 22 IBAN BA39 1542 0011 0003 8507 Identification number 4209031120005 Entry in the court register: Municipal Court of Tuzla; CRN: 1-1224. VAT payer identification number 209031120005

GENERAL TERMS AND CONDITIONS OF SALE

PLASTEX d.o.o. Gračanica

1. General information and scope

- (1) General Conditions of Sale within the meaning of Article 142 of the Law on Obligations (hereinafter referred to as LoO) shall apply between PLASTEX d.o.o. (hereinafter: the Seller) and legal entities and natural persons (hereinafter referred to as the "Buyer") with which the Seller does business within the registered activity.
- (2) The General Conditions of Sale shall form an integral part of all offers and contracts concluded between the Seller and the Buyer. They are visibly stated on www.plastex.ba, or submitted as an annex to the contract in Bosnian, English or German.
- (3) The Buyer accepts the General Conditions of Sale at the time of concluding the contract, i.e., by concluding the purchase (confirmation of the offer/order).

2. Offer (contract or order)

- (1) The offer is subject to confirmation and is not binding.
- (2) The offer is made electronically and is valid without a signature and stamp.
- (3) Contract means any agreement between the contracting parties, concluded in writing between the Seller and the Buyer, the signing of the contract by the Seller and the Buyer, the issuance of a purchase order or any other valid acceptance of the offer by which the Buyer accepts the Seller's offer.
- (4) If the order must be classified as an offer within the meaning of Article 32 of the LoO, the Seller reserves the right to accept the order within 7 days of receiving the order, otherwise the order is not accepted.
- (5) The Seller retains all ownership rights and copyright in the images, drawings, calculations and other documents prepared by the Seller personally, including all written documents marked as "confidential", which the Buyer cannot disclose or assign to third parties without the written consent of the Buyer.



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3. Prices, price changes, payment terms

- (1) Unless otherwise stated in the contract, offer/order confirmation, our prices are valid "ex-works".
- (2) The Seller reserves the right to change our prices in accordance with the increase in costs after the conclusion of the contract, confirmation of the offer/order, for example due to changes in the prices of raw materials, electricity, etc.
- (3) Statutory Value Added Tax (VAT) is not included in our prices; it will be stated separately on the invoice at the legal rate applicable on the invoice date.
- (4) The application of the discount requires a separate written agreement, which must be stated on the invoice in the form of a Contract and which must be signed by both parties in their own handwriting.
- (5) Unless otherwise stated in the contract, the Seller's offer, the confirmation of the order, the debtor's monetary obligation without the creditor's invitation to perform shall be due within 15 days from the date of issuance of the invoice, and the legal regulations on the consequences of non-payment in accordance with Article 13 and Article 14 of the Law on Financial Operations ("Official Gazette of FBiH", No. 48/2016) shall apply.
- (6) In the event that the Buyer is also the supplier, it can compensate the claims it has against PLASTEX d.o.o. only if its claim has been indisputably or legally established and there is a written consent in the form of a "set-off" document signed by the Seller and the Buyer/Supplier

4. Delivery time, delay, liability in case of delay

- (1) The condition for the beginning of the delivery period indicated on the contract, the confirmation of the offer/order shall be understood as the day when all the necessary information is submitted, which includes:
 - Submission of a purchase order by the Buyer
 - Submission of the confirmation of acceptance of the purchase order,
 - Submission of the confirmation of the correctness of the graphic design for printing
 - Payment made in accordance with the contract, confirmation of the offer/order
 - Any other information provided by the Buyer and necessary for the production of the ordered products
- (2) Our delivery obligation is subject to the condition of timely and proper fulfilment of all obligations by the Buyer. We reserve the right to complain about non-fulfilment of the contract or obligations under the issued invoices.



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(3) If we are obliged to provide a new delivery, and there are open, outstanding debts of the Buyer within the agreed deadline, also under other orders, or if after the conclusion of the contract the Buyer lacks ability to pay, we have the right to refuse delivery until payment is made for the already issued invoices or until delivery insurance is provided.

(4) As long as we have the right to refuse delivery, we may set an appropriate deadline during which the Buyer must make payment against invoices already issued or insurance for delivery. After the deadline expiry, we may withdraw from the contract, offer/order.

(5) If the Buyer is late in accepting the offer or if it violates other obligations of cooperation through its own fault, we are entitled to claim compensation for any damage we have suffered.

(6) The risk of accidental loss or accidental deterioration of the purchased item is transferred to the Buyer at the time the goods are delivered to the Buyer, i.e., on CPT parity.

(7) We will be liable for material defects of the goods in accordance with Article 478 through Article 500 of the LoO, and in the case of complaints given within the legal deadlines.

(8) Furthermore, we will be liable in accordance with legal provisions if the delay in delivery is caused by a deliberate or grossly negligent breach of contract or breach of contract for which we are responsible; the fault of our representatives or our contractors will be attributed to us. If the delay in delivery is caused by a grossly negligent breach of contract on our part, our liability for damages will be limited to the damages that can typically be expected for this type of contract worth up to 5% of the expected invoice to the buyer.

(9) We shall not be responsible for delays in the delivery deadline in conditions of force majeure, natural disasters, and other disasters.

5. Place of performance, risk transfer

(1) In accordance with the provisions of the General Conditions of Sale, the place of performance of obligations between the Seller and the Buyer shall be determined according to the CPT (Carriage Paid To) terms.

(2) The risk is transferred at the place of performance.

6. Cancelling an order

(1) If the Buyer cancels a confirmed order, we have the right to invoice a fixed cancellation fee of 5% of the value of the order and in addition all goods produced by the time of cancellation must be fully accepted and paid for by the Buyer, unless we are responsible for the reason for the cancellation and the cancellation is not the result of a right regarding defects.



PLASTEX
PRODUCTION OF FLEXIBLE PACKAGING

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(2) The Buyer is not entitled to cancel a confirmed order, including but not limited to the following cases:

- a) If the price of the product or service depends on changes in the market that cannot be influenced by the Seller.
- b) If it has concluded a contract for the delivery of goods made to the specifications of the Buyer or it is obvious that it is tailored to the personal needs of the Buyer, i.e., when the Buyer has made a personal written order or product specification.
- c) Goods that due to their nature cannot be returned or are subject to rapid deterioration.

7. Claim for defects and other liability in case of complaint

(1) The Seller undertakes to deliver to the Buyer the goods corresponding to the characteristics specified in the contract, the confirmation of the offer/purchase order.

(2) The Buyer is obliged to notify the Seller of any defects in the goods immediately upon receipt of the goods, or no later than 8 days from the moment of receipt of the goods, if these are hidden defects in the goods that could not be noticed at the time of taking over the goods.

(3) The Buyer is obliged to provide appropriate evidence of the observed defects in the goods, as follows: the goods that are the subject of the complaint, the record of the observed defects in the goods, photos and video of the product with the defect.

(4) Upon receipt of the complaint record, the Seller's Quality Control Department will examine the justification of the complaint, and inform the Buyer of the results of the conducted tests within 8 days from the moment when the Buyer makes available to the Seller the goods that are subject of complaint together with other evidence listed in paragraph 3 of this section.

(5) If it is determined that the Buyer's complaint is justified, it has the right to request the following:

- Replacement of defective goods with other goods of appropriate quality, or
- Reasonable price reduction for defective goods (rebate),

(6) In the cases referred to in paragraph 5, indent 1 of this Article, the Buyer shall be obliged to return the defective goods at the Seller's request.

(7) In the event of a return of the goods due to the identified defects by recalling the goods, the Buyer, as the distributor of the goods it places in the market, is obliged to take out and activate its own insurance for the recall of the goods, which would avoid additional costs for both parties.



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- (8) The Buyer shall not be entitled to arbitrarily suspend the payment of the issued invoices, until the moment of determining the justification of the complaint by the Seller and the issuance of a credit note
- (9) If it is determined that the Buyer's complaint is not justified, the Buyer undertakes to reimburse the Seller for all costs incurred on the basis of the disputed complaint.
- (10) The Seller shall not be liable for damage caused to third parties.
- (11) The limitation period for material defects is 6 months starting from the date of delivery of the goods themselves

8. Recommendations, suitability, specifications

- (1) All information and instructions regarding the use /suitability of the delivered goods are - unless otherwise agreed in writing - only non-binding recommendations based on the current level of development of our products. This will not relieve our Buyer from conducting its own inspections and tests regarding the delivered goods for suitability for the technical and economic purposes that it intends to use the said goods. Furthermore, our Buyer will be obliged to comply with legal and official provisions when using the delivered goods at its own risk.
- (2) The product specifications issued by us will be decisive for all characteristics of the delivered goods. In case of unspecified characteristics, the standard values commonly applied in the industry are applicable.
- (3) All product specifications deviating from (2) will only be accepted if submitted in writing and signed by at least one legal representative of the parties involved.

9. Quantity and dimension tolerances

- (1) In the case of order-based production, a +/-10% reduction or increase in the quantity of delivery for production or material reasons will be considered acceptable.
- (2) By way of derogation from (1), a reduction or increase of +/- 20% in the quantity of delivery for production or material reasons will be allowed for unprinted and printed small orders (extruded products up to 100.00 kg)
- (3) By way of derogation from (1) and (2), a +/-30% reduction or increase in the quantity of delivery for production or material reasons will be allowed for unprinted and printed small orders (extruded products up to 50.00 kg)

(4) Expected tolerances in dimensions can be found in the following table :

from/ width mm /to	%	tolerance -/+		from/ length mm /to	%	tolerance -/+		from/ thickness mm /to	%	tolerance -/+	
100	4,0%	96	104	100	4,0%	96	104	0,010	12,0%	0,0088	0,0112
101 200	3,0%	194	206	101 200	3,0%	194	206	0,011 0,020	11,0%	0,0178	0,0222
201 300	3,0%	291	309	201 300	3,0%	291	309	0,021 0,030	10,0%	0,0270	0,0330
301 400	2,5%	390	410	301 400	2,5%	390	410	0,031 0,040	9,0%	0,0364	0,0436
401 500	2,0%	490	510	401 500	2,0%	490	510	0,041 0,050	8,0%	0,0460	0,0540
501 600	2,0%	588	612	501 600	1,8%	589	611	0,051 0,060	7,0%	0,0558	0,0642
601 700	1,5%	690	711	601 700	1,6%	689	711	0,061 0,070	6,0%	0,0658	0,0742
701 800	1,5%	788	812	701 800	1,5%	788	812	0,071 0,080	5,0%	0,0760	0,0840
801 900	1,5%	887	914	801 900	1,5%	887	914	0,081 0,090	5,0%	0,0855	0,0945
901 1000	1,5%	985	1015	901 1000	1,4%	986	1014	0,091 0,100	5,0%	0,0950	0,1050
1001 1100	1,0%	1089	1111	1001 1100	1,3%	1086	1114	0,101 0,110	5,0%	0,1045	0,1155
1101 1200	1,0%	1188	1212	1101 1200	1,2%	1186	1214	0,111 0,120	5,0%	0,1140	0,1260
1201 1300	1,0%	1287	1313	1201 1300	1,1%	1286	1314	0,121 0,130	5,0%	0,1235	0,1365
1301 1400	1,0%	1386	1414	1301 1400	1,0%	1386	1414	0,131 0,140	5,0%	0,1330	0,1470
1401 1500	1,0%	1485	1515	1401 1500	1,0%	1485	1515	0,141 0,150	5,0%	0,1425	0,1575
1501 1600	1,0%	1584	1616	1501 1600	1,0%	1584	1616	0,151 0,160	5,0%	0,1520	0,1680
1601 1700	1,0%	1683	1717	1601 1700	1,0%	1683	1717	0,161 0,170	5,0%	0,1615	0,1785
1701 1800	1,0%	1782	1818	1701 1800	1,0%	1782	1818	0,171 0,180	5,0%	0,1710	0,1890
1801 1900	1,0%	1881	1919	1801 1900	1,0%	1881	1919	0,181 0,190	5,0%	0,1805	0,1995
1901 2000	1,0%	1980	2020	1901 2000	1,0%	1980	2020	0,191 0,200	5,0%	0,1900	0,2100
2011 3000	1,0%	2970	3030	2011 3000	1,0%	2970	3030	0,201 0,220	5,0%	0,2090	0,2310
3001 4000	1,0%	3960	4040	3001 4000	1,0%	3960	4040			0,0000	0,0000



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- 5) Regarding the European Union Directives and the Law on the Prohibition of the Production of Plastic Bags Above 15 microns, which entered into force in 2021, in order to facilitate communication due to all possible ambiguities regarding the production of 14-micron bags, we would like to inform you about the problems and shortcomings that occur or may occur during the production of this type of product:
- First of all, no polymer manufacturer can guarantee the quality and functionality of such thin LDPE bags. Polyethylene manufacturers recommend extrusion of the polyethylene film at least up to 20 microns.
- The production process during the processing of 0.014 mm foils encounters certain limitations and shortcomings that impair the quality of the final product
- Latent hazards are:
 - reduced capacity and increased scrappiness and downtime during production by as much as 48.8%
 - special care when ionizing the film to allow the paint to be applied to the film
 - poorer opening of foils and finished products,
 - significantly higher film stretching due to lower film thickness
 - slight stacking disorder due to low film thickness
 - poorer print quality due to low film stretching and poor stacking
 - greater employee engagement in the same job.
- In addition to the complexity of the production process, which takes place in several stages, and since not all conditions (changes in external conditions such as temperature, humidity) can be controlled, transport to the end user, other factors that affect the quality of the film product also oscillate. Starting with the granulate itself, the quality of which must be constant in order to be able to produce a high-quality product, because even small oscillations on such a thin product bring negative effects and emphasize defects.
- The above impairs the quality of the bag, so we cannot guarantee the complete correctness of the product, whereby complaints of 14-micron bags are not accepted, where the buyer buys them at his own risk being aware of all the above risks, but we stay at your disposal for any suggestions, unless the Seller as a manufacturer confirms on the basis of a written statement that the bags are 100% unusable.
- In conclusion, given the above limitations of the production process and the influence of various factors, the tolerances of the technical characteristics of the products are increased. Tolerances in product dimensions 0.014 may be in a higher percentage than listed in Table (4)



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10. Retention of ownership

(1) The Seller reserves the right over the purchased goods until receipt of all our current and future claims under the contract, confirmed offer/order and current business relationship. In the event of a breach of contract by the Buyer, especially in the event of late payment, we are entitled to retain the purchased goods. After the retention of the purchased goods, we have the right to use those goods, if they are not purpose-built for the Buyer and are not usable for another purpose.

(2) The Buyer is obliged to handle the purchased goods carefully, in particular, it is obliged to sufficiently insure the goods against damage caused by climatic conditions, fire, water, theft

11. Place of jurisdiction, applicable law and place of performance

(1) All matters not regulated by the General Conditions of Sale shall be governed by the parties' agreement and the law governing the matters in question.

(2) In the event of a dispute regarding the interpretation, application, justification, duration, validity or consequences of the General Conditions of Sale, the parties will try to resolve the dispute amicably. Otherwise, the Municipal Court of Tuzla shall have jurisdiction unless

Gračanica, 12 October 2024

Amira Buljubašić dipl.ecc.

Commercial Director