



General Terms and Conditions 1/2025

Mondi Bags Świecie Sp. z o.o., Mondi Bags, Mielec Sp. z o.o., Mondi Wierzbica Sp. z o.o. .

Entry.

Mondi is an international Group that employs approximately 26,000 people. We operate in over 100 production plants and we are present in over 30 countries. Key activities are located on the markets of Central Europe, Russia, North America and South Africa.

Our products accompany millions of people – every day.

Watch the new video presenting the Mondi Europe & International division: "In TouchEvery Day" by clicking on the link: <https://www.youtube.com/watch?v=4hLSz9blypQ>

We have a Bag Application Center that uses

our technologies and industrial processes to meet the challenges our customers face.

Discover the world of Mondi - the world of innovative industrial bags by clicking on the links below: https://www.youtube.com/watch?v=LSTsotL3OfU&index=7&list=PLLTVVPEIXUIa2ZAb0_Y4rQzf_a63s83uQ

https://www.youtube.com/watch?v=dExvQycd1EM&index=15&list=PLLTVVPEIXUIa2ZAb0_Y4rQzfa63s83uQ

Mondi is a competent and reliable partner also in the segment of industrial paper bags.

Provides local service in 29 countries through:

— direct, tailor-made service offered by experienced professionals

Sales Representatives with extensive knowledge in the field of paper production and bags and filling machines,

— effective production carried out in 42 plants

<https://www.youtube.com/watch?v=6ySqEktqJCE&list=UUTsbCXTSbhxahuPnNumUGQA>

Mondi Bags Świecie Sp. z o.o., Mondi Bags Mielec Sp. z o.o. and Mondi Wierzbica Sp. z o.o. - companies belonging to the Mondi group (Flexible Packaging Business Unit □ Paper Bags Business Segment) – form a group of manufacturers of industrial paper bags, which is a leader on the Polish market. In our activities, we rely on the following standards: ISO 9001:2015 - in the field of the quality management system, ISO 14001:2015 - in the field of environmental management system, ISO 22000:2018 and additional requirements of FSSC 22000 v.5.1 - in the field of food safety management system, ISO 45001:2018 - in the field of occupational safety management system and FSC-STD-40-004 - in the scope of the FSC product chain of custody system.

1. General provisions.

These General Terms and Conditions define the rules for the sale of industrial paper bags offered by the following Mondi Group companies:

— Mondi Bags Świecie Sp. z o. o.

Bydgoska 12, 86-100 Świecie, KRS 0000097180, NIP 559-18-08-830, BDO 000047654

— Mondi Bags Mielec Sp. z o. o.

Wojska Polskiego 12, 39-300 Mielec, KRS 0000068033, NIP 817-17-54-767, BDO 000045119

— Mondi Wierzbica Sp. z o. o.

Rzeczków-Kolonia 76, 26-680 Wierzbica, KRS 0000051730, NIP 525-20-66-952, BDO 000058685.

The General Terms and Conditions are an integral part of all offers made by Mondi to customers. The General Terms and Conditions govern the commercial relationship between Mondi and customers, unless the offer submitted provides otherwise.

2. Placing orders.

The minimum order quantity is: 20,000 pieces per product.

Each order must be placed via the internet platform - myMondi or at the Customer Service Office via e-mail, specifying the unambiguous product specification, quantity, printing on the bag and expected delivery date.

An order must be placed in advance so that it can be completed no later than by the end of the offer period.

Depending on the size of the order placed for each product (the distinguishing feature is a specific print), there is a technological tolerance of the quantities actually produced/delivered in relation to the quantities ordered at the level of:

Quantity ordered (the distinguishing feature is a specific print)	Technological tolerance
≤10000 pcs	± 15%
>10000 and ≤50000 pcs	± 10%
>50000 pcs	± 5%

Apart from the persons authorized on the basis of the entry in the National Court Register, the customer may authorize persons to place and cancel the order for paper bags, including the acceptance of the print, by entering them in the confirmation of acceptance of the offer.

Acceptance of the print by the customer is tantamount to starting the process of preparing the print.

3. Terms of delivery.

Minimalna wielkość dostawy worków wynosi: 22 palety.

Sposób dostawy worków będzie określony w ofercie handlowej. W zależności od ustaleń będzie realizowany wg poniższych zasad:

DAP zakłady produkcyjne klienta w Polsce (wg Incoterms 2020).

FCA zakłady produkcyjne Mondi w Polsce (wg Incoterms 2020).

W przypadku uzgodnionych dostaw na zasadach FCA zakład produkcyjny dostawcy (wg Incoterms 2020) i nieodebrania towaru w uzgodnionym terminie (zgodnie z potwierdzeniem zamówienia określonym w punkcie 6 Ogólnych Warunków Handlowych), dostawcy przysługuje prawo, po wcześniejszym powiadomieniu klienta, do wysyłki na jego koszt i zafakturowania całości nieodebranego towaru zgodnie z zamówieniem.

W przypadku uzgodnionych dostaw DAP zakład produkcyjny klienta (wg Incoterms 2020) i odmowy przyjęcia towaru przez klienta w uzgodnionym terminie (zgodnie z potwierdzeniem zamówienia), dostawca wystawi fakturę na wysłany towar i będzie go przechowywał we własnym magazynie na koszt klienta, przy czym koszt przechowania towaru wynosi 5 zł za jedną paletę za każdy dzień.

Dostawca nie ponosi odpowiedzialności za brak realizacji lub opóźnienia w dostawie w wyniku działania siły wyższej.

4. Terms of payment

Terms and payment terms will be specified in the commercial offer.

Payment for the delivered goods will be made by bank transfer within the period specified in the offer, starting from the date of shipment of the goods. The payment date is the date of crediting the supplier's bank account.

In the event of a delay in payment within the specified period, the supplier has the right to block the execution of subsequent customer orders, as well as to change the payment terms until the overdue receivables are settled.

In the event of a delay in payment, the customer undertakes to pay statutory interest for the delay.

In the case of payment terms in the form of prepayment, in order to make the prepayment by the customer, the supplier will issue a pro forma invoice for the value of the ordered bags increased by the value resulting from the additional quantity determined by the technological tolerance depending on the quantity of the order.

Technological tolerance results from technological limitations in the production of bags.

After production, in the absence or less of the additional quantity resulting from the technological tolerance, the supplier will return the overpaid value to the customer's bank account.

For this purpose, the customer will provide a bank account number on the order.

The prepayment by the customer will be the condition for starting the execution of the order within the period stated on the pro forma invoice.

5. Packaging.

The minimum number of bags on a pallet will be specified in the offer.

In the event that the customer requires the delivery of smaller than the minimum number of bags on a pallet, an additional fee of PLN 10/1000 will be applied.

The cost of the pallet is included in the price of the bags. The bags on the pallet are covered with a cardboard hood and wrapped with fastening tapes.

6. Delivery time.

The time between placing an order and the moment of delivery of the products to the customer has been defined as the delivery time.

The delivery time takes into account the customer's expectations (delivery date specified in the order), but also depends on the moment of placing the order (seasonality).

The final delivery date of the products to the customer will be agreed during the ordering process and its acceptance for each order separately and will be indicated on the myMondi platform or, in the event of technical problems, on the order confirmation (electronic confirmation or report from the SAP system that does not require signature) sent to the customer by the supplier.

In the event of a delay on the part of the customer in collecting the bags and therefore carrying out the delivery after the agreed delivery date, the prices of the bags given in the table increase depending on the additional storage time of the bags produced for the customer:

— by +5% if the time of additional storage of bags exceeds 30 days,

— by +10% if the time of additional storage of bags exceeds 60 days.

The period of additional storage of bags is defined in days as the difference between the date of delivery / collection of bags to / by the customer and the date of agreed delivery or readiness of bags for collection stated in the order confirmation or on the myMondi platform.

The standard delivery time is up to 14 weeks.

7. The process of preparing the print

The print on the bag is made in the flexographic technique.

The condition for starting the process of preparing the print is:

— placing an order for bags, the production of which will be carried out based on the technical design of the overprint,

— delivery of the graphic design by the client, in a format agreed with the supplier, on an electronic data carrier; graphic design is the basis for the supplier to develop a technical design for printing on the bag,

— acceptance of the technical design of the print (acceptance of the print also means consent to the production of the necessary materials for the print).

The costs of the printing preparation process are borne by the customer on the basis of an invoice issued by the supplier for the printing preparation process. The customer will receive information about the costs together with the technical project sent for approval.

The process of preparing the print includes:

- development of a technical print design,
- production of photopolymer plates as a necessary tool for printing, (photopolymer plates are an unstable tool in the production of industrial bags with overprint, which is subject to natural wear in the production process, during logistics and transport operations and during storage),
- servicing of photopolymer plates (cleaning and maintenance),
- storage of photopolymer plates while maintaining the technical conditions necessary to maintain their efficiency,
- logistics of plates between Mondi Group production plants,
- reconstruction of photopolymer plates in case of their wear,
- utilization of used polymers,
- utilization of polymers after a storage period of more than 12 months without using them for the production of bags (due to the lack of an order from the customer).

If the customer resigns from making the bags during the printing preparation process, before the materials necessary for the printing are physically made, the supplier will charge the customer PLN 1,000 net, issuing an invoice for the commenced work related to the printing preparation process.

All materials used in the process of preparing the print are always the property of the supplier.

The overprints have limited resistance to direct UV radiation, therefore the supplier is not responsible for changes in the colour of the overprint that result from improper storage of bags by the customer.

The supplier allows the use of photopolymer plates sent by the customer in the printing process. The correct technical parameters of the supplied clichés are a prerequisite for starting the printing process.

8. Quality of deliveries.

Overprint.

Intellectual property and patent rights.

— the customer is solely responsible for infringements of third party rights, in particular with regard to any copyrights and trademarks or registered trademarks relating to brands, names, patents and designs, which the customer decides on his own and obliges the supplier to include them on the ordered bags,

— the customer guarantees that he takes full responsibility for the consequences of violating the above-mentioned rights and obligations, in the event of any conduct with a third party,

— in accordance with the law on intellectual property, any work related to creativity (drawings, photos, prints, films or printing projects) made by the supplier remains the exclusive property of the supplier and will not be transferred to the client, unless otherwise agreed by the parties.

Supplier logo and information.

— the supplier may, by printing / placing his brand and/or reference code and/or other symbols on the bag, identify his bags also in the recycling process; visible elements of the supplier's logo and additional information will be included in the technical design of the print, which will be subject to customer approval.

Dimensional tolerances.

General information on bags is given in ISO 8367-1:2011.

Quality indicators.

The qualitative indicators determine the acceptable tolerances depending on the size of the production batch:

production batch size	allowable tolerance
equal to or more than 5,000 and less than 10,000 bags	1,5 %
equal to or more than 10,000 and less than 20,000 bags	0,8 %
equal to or more than 20,000 and less than 100,000 bags	0,5 %
equal to or more than 100,000 bags	0,3 %

Quality indicators are determined for the entire production batch, not for its parts or individual pallets.

When changing the technical specifications of bags, changing palletizers or machines packing customer products into bags, the acceptable level of the quality indicator will be agreed again between the supplier and the customer.

In case of discrepancies, the customer will inform the supplier about the need to carry out a test to check the quality indicator. If the level of the qualitative indicator exceeds the allowable tolerances, the customer will file a complaint.

9. Complaints.

Complaints and comments regarding the quality of the delivered products and the quantity must be immediately reported to the supplier in writing within 5 working days from the date of their discovery. It is necessary to hand over the control tag located on each pallet. In the absence of it, provide the order number. The customer is obliged to provide the number of bags complained about. The claimed products should be secured and presented to the supplier for inspection and analysis.

The bags must be stored by the customer in accordance with the conditions specified by the supplier. If these conditions are not indicated, the bags must be stored under the following conditions:

- minimum ambient temperature: 10 °C,
- relative humidity of the environment: 40 ÷ 60%,
- lack of packaging foil on pallets with bags to allow further seasoning / drying of bags,
- it is recommended that pallets with bags should not be stacked on top of each other, and if necessary, the customer should take all due care to ensure that the quality parameters of the bag are maintained
- in areas not exposed to sunlight (under a roof), due to the limited resistance to UV radiation.

10. Legal aspects.

Each order must be placed via the internet platform - myMondi or at the Customer Service Office via e-mail, specifying the unambiguous product specification, quantity, printing on the bag and expected delivery date.

The customer declares that he is a VAT payer and is authorized to receive VAT invoices. At the same time, it authorizes the supplier to issue VAT invoices without his signature and deliver them by post or electronically (after signing a separate consent to receive invoices electronically).

Regardless of where the order is placed by the customer, the supplier decides in which of the companies - Mondi Bags Świecie Sp. z o. o. or Mondi Bags Mielec Sp. z o. o. or Mondi Wierzbica Sp. z o. o. - the order will be completed and a VAT invoice will be issued.

Invoices for the deliveries of bags will be issued by the supplier company that executes the order.

Changes to the offer require a written form under pain of nullity.

In matters not covered by this offer, the provisions of the Civil Code shall apply.

The parties agree that any disputes shall be settled by the court competent for the supplier.

The Supplier declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

The presented conditions are valid from 01/01/2022 until they are changed.