

INSTRUCTIONS FOR THE RETURN OF ALUPROF SA PACKAGING

MANUFACTURING FACILITY IN OPOLE, POLAND

1. These Instructions aim at defining the conditions for the use of returnable packaging under sales and delivery contracts concluded by Aluprof S.A. Opole Manufacturing Facility (the Seller) with other entities (the Buyer).
2. These Instructions shall apply to all sales and delivery contracts concluded between the Buyer and the Seller.
3. The Seller records three types of returnable packaging (carriers) owned by the Seller:
 - 6m-long steel baskets with individual identification number **PT6X-xxxxx**;
 - 7m-long steel baskets with individual identification number **PT7X-xxxxx**;
 - Safety flaps with individual identification number **ZBPT-xxxxx**;
4. The flow of returnable packaging is recorded in the electronic Returnable Packaging System (RPS).
5. The system recording is carried out through the use of scanners to read individual returnable packaging numbers by authorised persons, and, if scanners cannot be used, then manual entries into the system are allowed.
6. There are two forms of settling the flow of returnable packaging, depending on the agreed delivery terms and the specific terms of business agreed between the Seller and the Buyer:
 - settlement with a granted returnable packaging limit;
 - settlement without a granted returnable packaging limit.
7. The decision to grant a returnable packaging limit is made by the Seller on the basis of the value of the purchases made by the Buyer from the Seller.
8. If the goods are delivered to a location designated by the Buyer with granted returnable packaging limit, the carriers in which the goods have been delivered will be stored at the Buyer's location until the next delivery of the goods. The current status of returnable packaging at the Buyer's premises is sent from RPS in the form of notifications to the email addresses and/or mobile phones indicated by the Buyer in the Goods Collection Authorisation, in the following order:
 - 1) 'Carrier balance' – in the middle of each month;
 - 2) 'Carrier balance exceeded' – when the limit is exceeded before delivery;
 - 3) 'Carrier balance exceeded after delivery' – when the balance is exceeded after unloading;
 - 4) 'Request for return' – sent on the first day of each month to clients with an exceeded limit in the previous month;
 - 5) 'Parcel on the way' – once the route has been activated in the system;
 - 6) 'Parcel will be delivered soon' – 30km before delivery.
9. At the Seller's request, the Buyer is obliged to confirm the balance of the returnable packaging in his possession. In the event that the Seller requests from the Buyer to confirm the balance of the returnable carriers held by the Buyer, indicating their quantity and numbers, and the Buyer fails to

provide the requested information within 7 days of receipt of the aforementioned request, the balance of the returnable packaging held by the Buyer shall be deemed to correspond to the balance of the carriers indicated by the Seller in their request.

10. It is the Seller's responsibility to collect the returnable packaging from the Buyer from the place of delivery, with the Buyer being obliged to hand over the carriers and provide all information about the place of their storage. It is the Buyer's responsibility to load the returnable packaging onto the Supplier's vehicle. The Buyer shall bear full responsibility for the returnable packaging until it is collected by the Seller.
11. In the event that the Buyer with granted returnable packaging limit does not return the packaging or declare it ready for collection, or prevents its collection, resulting in exceeding the granted limit, the Seller has the right to charge the Buyer with a contractual penalty of 1% of the gross value of each unreturned returnable packaging, for each day of delay. The price list for returnable packaging can be found on the website „www.aluprof.eu” or „www.aluprof.com”.
12. If the goods are delivered to the place of delivery indicated by the Buyer without granted returnable packaging limit, the person authorised to accept the goods is obliged to unload them 'manually' (without the possibility of retaining the returnable packaging). Otherwise, the Seller is entitled to charge the Buyer with a contractual penalty of 1% of the gross value of each returnable packaging retained, for each day of delay. The Seller's price list for returnable packaging can be found at „www.aluprof.eu” or „www.aluprof.com”.
13. If, during the storage of returnable packaging at the Buyer's premises or at the place of delivery of the goods indicated by the Buyer in the Authorisation, the carriers are lost or damaged, the Seller has the right to charge the Buyer with a contractual penalty in the amount of the current gross price in PLN of a new returnable packaging indicated in the valid price list for returnable packaging available on the website „www.aluprof.eu” or „www.aluprof.com”.
14. The contractual penalty may be charged in a foreign currency specified by the Seller. In such a case, the Seller shall convert the contractual penalty from PLN into the currency in question at the average exchange rate of the National Bank of Poland applicable on the day preceding the issuance of the debit note.
15. The Seller is entitled to claim damages in excess of the stipulated contractual penalties.

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