(GTC No 2016/1)

INTRODUCTORY PROVISIONS For the purposes of these Ge 1.1 ses of these General Terms and Conditions of Delivery of Goods and Services of the Supplier, the following terms

1.1 For the purposes of these General Terms and Conditions of Delivery of Goods and Services of the Supplier, the following terms have the following meanings: "Delivery" – all deliveries of the Supplier to the Buyer, including deliveries of Goods and/or the performance of Services; "Buyer" – the contracting party that purchases Delivery, including, if this follows from the context, its presentative or sub-supplier; "Supplier" – Smufit Kappa Czech s.r.o., with the registered office at 2ebrak, Skandinávská 1000, Beroun district, postal code: 267 53, reg. no. 251 05 582, recorded in the Commercial Register kept by the Municipal Court in Prague, Section C, Rider S0063, or its Žebrak plant; "Purchase Order" – a purchas ender of the Buyer placed with the Supplier. The Supplier is entitled to determine the detailed content that must be met by every order placed with the Supplier;

must be met by every order placed with the Supplier; "Godd" - products made of corrugated, smooth, and coated cardboard, wooden or plastic packaging, and the other goods supplied by the Supplier to the Buyer (including products supplied by the Supplier within Services performed if need be); "Services" - all services performed by the Supplier of the Buyer, sepcially design consulting; "GTC" - means these General Terms and Conditions of Delivery of Goods and Services of the Supplier, including special conditions of Deliveres from particular plants of the Supplier that specify in more detail the generally binding general terms and conditions of delivery of Goods and Services of the Supplier with regard to a particular plant of the Supplier concerning Delivery and sales contracts concluded for the sale and purchase of Goods supplied by the Supplier and/or contracts for the provision of Services as well as general sales contracts if these have been concluded between the contracting parties. The sales or purchase conditions contailed in the special part of the GTC. These relates the general terms and conditions are at valance, the terms and conditions contailed in the special part of the GTC. take precedence. Any alterations of the GTC are only valid if they are made in writing and duly signed by the person authorized to do so or authorized by the Supplier. Different terms and conditions agreed in writing between the Supplier and the Buyer take precedence over the

 GTC.

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 The GTC and changes thereof can be published on the relevant web pages of the Supplier, www.smurfitkappa.com, and to be binding, only a relevant reference k to the www pages on which the GTC are published is required.

 2.
 OPERING GOODS AND SENDING SAMPLES

 2.1
 On the basis of the Buyer's inquiry, the Supplier will send the Buyer an offer of Goods and/or Services in the form of a catalogue and/or quotation, with the prices offered for the Goods and printing blocks being the expected prices, the final price will be determined after realisation.

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realization.
2.2 Offer prices are given without any related taxes, especially the value added tax, state and/or local consumption taxes, levies, and customs duties of any kind, which apply to the Goods and Services (hereinafter referred to as "Taxes"). All Taxes are paid by the Buyer, except where the Buyer submits the related tax exemption certificate to the Supplier.
2.3 The Supplier reserves the right to after or cancel an offer of Goods and Services sent or disclosed by the Supplier to the Buyer as for the quantity, price, material, or delivery time until the sales contract is concluded. The Supplier is not bound by an offer of Goods and Services unless otherwise stated in the offer sent.
2.4 On the basis of the Buyer's inquiry meant seriously and on the basis of the Buyer's request, the Supplier can send the Buyer Spices of Samples of Goods SALES CONTRACT
3. To CONCLUDING A SALES CONTRACT
3. The Supple of Coods Detween the Supplier and the Buyer to familiarize itself with their parameters.
3. CONCLUDING A SALES CONTRACT

CONCUMPS A SALES CONTRACT
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 The contractual relation between the Supplier and the Buyer (oncerning particular Delivery is entered into either (i) on the basis of a written sales contract signed by the Supplier and by the Buyer (hereinafter referred to as a "Sales Contract") or (ii) on the basis of a written sales contract signed by the Supplier and by the Buyer (hereinafter referred to as a "Sales Contract"), by which the a Sales Contract is concluded. A Sales Contract is concluded. A Sales Contract to the Supplier and the Buyer (hereinafter referred to as a "Sales Contract"), by which the Sales Contract is concluded. A Sales Contract to the Supplier and the Buyer is concluded at the moment when the Sales Contract is concluded. A Sales Contract is signed by both contracting parties and when the Sales Contract is signed by both contracting parties and when the Sales Contract is parties to deliver in the Supplier and the Buyer, incl. a Purchase Order and an Order Confirmation, can take place also through fax, e-mail, or electronic data interchange (ED). To be valid, all telephone or oral orders and confirmation does not have all elements according to the GTC, one contracting part will notify the other party of the defect and proposes a remedy for its solia to its possible to conditive the Sales Contract confirmation after the Purchase Order and/or the Order Confirmation there or the Sales Contract confirmation the Contract confirmation simale more accurate. This procedure also applies to possible to accurate and the Sale.
 All Purchase Orders are subject to acceptance by the Supplier by the Order Confirmation that contains defaults from the Purchase Order sale subject to acceptance by the Supplier by the Order Confirmation that contains defaults from the Purchase Order sales part of the default or possible to possible top

PURCHASE PRICE

price is set by agreement of the parties in the Sales Contract (hereinafter referred to as 4.1 purchase

An portion price is set or a generative to the parties in the same contact pretention in the relation of the price is of the Supplier. Unless otherwise provided, a Purchase Price is in CZK, excluding VAT and other possible Taxes. The amount of a Purchase Price may be reduced or increased by the Supplier if the price of input raw materials, transport or rgies increases by 5 % or the conversion rate of the Czech crown changes by 3 % from the day on which the Sales Contract was 4.3 energies increases by 5 % or the conversion rate or use Lecus conversion and printing blocks used when preparing the concluded. 4. A Purchase Price includes the transport costs, but does not include the costs of tools and printing blocks used when preparing the Goods for the Buyer unless otherwise stated. 5. TERMS OF PAVINET

TERMS OF PAYMENT
 The Buyer will pay the Supplier a Purchase Price on the basis of invoicing properly in accordance with the Sales Contract.
 Unless otherwise stated, an invoice will have the statutory elements of a tax document.
 Unless otherwise stated, an invoice and payleb 21 days from the date of delivery of the invoice. If money is not credited to the
 Supplier's account or paid in cash in the cash office of the Supplier on the due date of the invoice. If money is not credited to pay
 the Supplier's account or paid in cash in the cash office of the Supplier on the due date of the invoice. If money is not credited to pay
 the Supplier's account or paid in cash in the cash office of the Supplier on the due date of the invoice at the latest, the Supplier is obligated to pay
 the Supplier also interest on late payment in an amount of 0.05 % of the invoice amount for each day of delay in addition to the
 outstanding amount of the invoice until the full amount is paid.
 Softee Store the Buyer until the full payment of all amounts owed by the Buyer to the Supplier.
 DELVERY TIME
 Additional to the State State

6.1 A delivery time is set in the Sales Contract. If a delivery time is not set according to the preceding sentence, it shall be governed by rd delivery times that are available in the Sales Department of the Supplier. Standard delivery times range from 5 to 15 working

standard delivery times that are available in the Sales Department of the Supplier. Standard delivery times range from 5 to 15 working days, depending on the product and production equipment types. If the Supplier does not have sepecifications of standard delivery times it is deemed that the delivery time that is common in the commercial relationship of the contracting parties applies. **OUATITY TOLERANCES Nary differences in the actual number of pieces of Goods delivered according to a delivery note compared to the quantity stated in the sales Contract within a tolerance of** *H***-25 K of the required quantity of an ordered quantity of 100 pcs.** *H***-20 K for an ordered quantity of 501 pcs. – 3000 pcs, and** *H***-10 K for an ordered quantity of more than 3,000 pcs will be regarded as perfect performance and will not be taken into consideration for the Purchase Price and the Buyer is obligated to take such quantity of Goods.
TRANSPORT AND RETURNABLE PACKAGING TRANSPORT AND RETURNABLE PACKAGING**

8. TRANSPORT AND RETURNABLE PACKAGING
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8. The Supplier delivers ordered Goods on EUR pallets on the basis of suitable pallet patterns considering the dimensions of the ordered Goods with respect to the requirements of the Buyer. Pallets are sold together with the Goods, and their price is not included in the price of goods according to the valid price list of the Supplier, or are returnable.
2. Unless otherwise agreed between the contracting parties, the Buyer is obligated to return returnable pallets at its own expense to the supplier to the registered office of the supplier within 30 (thirty) days from the delivery of the Goods to the Buyer.
8.3 If, for any reason, palettes are not returned to the Supplier within the time limit stated in Art. 8.2, the Supplier is entitled to require the Buyer to pay compensation for them in an amount determined according to the Walld price list. Both the Supplier and the Buyer are obligated to keep accurate records of pallets delivered and then returned by the Buyer and the Supplier and the Buyer mail message) this state monthly. The Supplier will not buy back pallets that were included in the delivery of Goods.

8.4 8.4 The Buyer is obligated to return returnable pallets in good technical condition only, at its own expense, not later than when a maximum permissible quantity of pallets determined by the Supplier is reached in the Buyer's place or when a time of turnover of 30 days pursuant to Art. 8.2 is reached

ursumi to Art. 6.2 IS reached. The Supplier is entitled to refuse to take over damaged pallets. In case of Buyer's requirements on the use of HT pallets supplier does not guarantee compliance with the requirements of controls word databations.

8.6 In case of Buyer's requirements on the use of HT pallets supplier does not guarantee compliance with the requirements of controls in the export destinations.
9. DELIVERY AND TAKING OVER GOODS BY THE BUYER
9. The delivery of Goods means the delivery thereof to the place of delivery stated in the Sales Contract. If the Seller is not obligated to deliver Goods in a particular place, then it applies that the Goods are delivered to the Buyer at the moment when they are ready to be picked up in the related plant of the Seller on the basis of the Supplier's advice to the Buyer at the moment when they are ready to be picked up in the related plant of the Seller on the basis of the Supplier's advice to the Buyer at the noment when they are ready to be picked up in the related plant of the Seller on the basis of the Supplier's advice to the Buyer at chan be invoiced.
9.2 On taking over Goods, the Buyer's authorized person is obligated to confirm this in writing on the delivery note or on any other accompanying document and indicate his/her foremame, surmame, and ID card number or birth ideviewn note to a cacept the Goods. The Buyer's representative is obligated to ensure the unloading of ordered Goods.
9.3 When Goods are transported by the Supplier to a place designated by the Buyer, is obligated to take over the Goods in the place and at the time agreed in the Sales Contract. If the Buyer does not take over the Buyer's Goods property and in time, the Supplier will store them at the expense of the Buyer and inform the Buyer of the address at which the Goods are stored. If the Buyer to the invoice address of the Buyer on the super to the support of the Goods at the expense of the Buyer to the invoice address of the Buyer or dispose of the Goods. The deliver to the invoice address of the Buyer and the super of the Goods. The deliver to the puyer address of the Goods. The deliver to the puyer to the invoice address of the Buyer or dispose of the Goods at the expense of the Buyer and the bu prejudiced hereby. 9.4 When order

prejudiced hereby. 9.4 When ordering Goods that the Supplier has in stock, the Buyer is obligated to take over the stock goods ordered by the Buyer within 60 (sixty) days from the conclusion of the Sales Contract. If the Buyer fails to pick up stock goods within the time limit according to the preceding sentence, the Supplier will send the Buyer a notice to pick up the stock goods later within 14 (fourteen) days from the date of lapse of the time limit according to the first sentence in writing (by e-mail) and if the Buyer at sales to take over the stock goods within this additional time limit, the Supplier is entitled to send the stock goods to the Buyer at the expense of the Buyer to the invoice address of the Buyer and issue an invoice for the stock goods to the Buyer and the stock goods at the expense of the Buyer. The claim of the Supplier to the parent of the purchase price and costs incurred is not prejudiced hereby.

the Supplier to the payment of the purchase price and costs incurred is not prejudiced hereby. 9.5 When ordering Goods to be taken over in person, the Buyer is obliged to take over the Goods within 48 hours from the time when the written notice to take over the Goods was sent (by e-mail), after the lapse of this time limit, the Buyer is obliged to pay the Supplier a contractual penalty of 0.5 % of the Purchase Price for each day of delay in taking over the Goods. The Buyer is obliged to notify the Supplier of the exact time of the Buyer's arival to take over Goods in person not latter than 24 hours before the planned time of takeover of the Goods. In exceptional cases, the Supplier accepts the notice of the exact time of arival of the Buyer event to the preceding sentence is not met. The Buyer will also notify the Supplier of the registration number or another more detailed specification of the vehicle that will be used by the Buyer will also notify the Supplier of the Supplier, the Buyer charges its employees within the intention of the supplier, the Buyer charges its employees within the intention of the supplier, the Buyer undertakes, in relation to labour-law regulations, to train and instruct its employee within the intention of the supplier, the Buyer undertakes, in clock that these employees of the Buyer are obligated to follow the instructions of the responsible persons of the Supplier. These are the security staff and shipping department workers. The Buyer also undertakes to warn its employees that a ban on smoking applies in the entire premises of the Supplier.

Department workers in the burger and burgers and an end and an end included in the price of the goods. The ownership of them passes onto \$2.000 and printing blocks are paid by the Buyer and are not included in the price of the goods. The ownership of them passes onto the Buyer at the moment when they are paid. If tools and printing blocks are not used, the Supplier will store them for a maximum storage time of 15 (fifteen) months. After the lapse of this time, the Supplier is entitled to send the tools and printing blocks at the expense of the Buyer to the Buyer to the Buyer's involce address to to dispose of them at the expense of the Buyer without any notice.
10. TITLE TO GOODS AND RISK OF DAMAGE TO GOODS

The Suppler servers the title to the Goods pursuant to Sec. 2132 of the Civil Code. The Buyer becomes the owner of Goods only The Suppler reserves the title to the Goods pursuant to Sec. 2132 of the Civil Code. The Buyer becomes the owner of Goods only the full payment of the Purchase Price. The risk of damage to the Goods passes onto the Buyer on their delivery in accordance with the agreed conditions. If taking over

10.2 Delivery is delayed or sending it or handing it over to the carrier is delayed or the start or completion of installation is delayed by reason on the part of the Buyer, the risk of damage to the Delivery passes onto the Buyer on the first day of such delay. QUALITY OF GOODS AND GUARANTEE

11. QUALITY OF GOODS AND GUARANTEE
11. The performance parameters of cardboards are governed by the internal regulation and the principle of cardboard coding is based on the general regulations of FERCO, which is the European standard for common types of cardboard packaging structures, specialized in ECT cardboards. The quality of Goods and manufacturing tolerances are determined by the internal specification of the Goods.
11.2 To keep the qualitation if effECO, which is the European standard for common types of cardboard packaging structures, specialized in ECT cardboards. The quality of Goods and manufacturing tolerances are determined by the internal specification of the Goods.
11.2 To keep the qualitation indicators and the duration of the guarantee in full, it is necessary to protect Goods against direct weather effects; ground mositure, and radiant heat, i.e. under exactly stated conditions (19-23 'C and a relative humidity of max. 50-60 %). A deviation from quality of 0.1 % of the delivered quantity.
11.3 The guarantee period of Goods is a months. The Buyer will confirm the takeover of Goods and the agreement to the guarantee conditions by undersigning the delivery note.
11.4 The Buyer is obligated to notify the Supplier of any defects in Goods, including apparent quantitative or other deviations from the Purchase Order, without delay on finding them, but not later than 3 (three) days from the takeover of the Goods.
15. The Buyer is obligated to notify the Supplier of such defects in Goods that the Buyer must have found when plane qualitation of the Apparent Defects are or diver. A copy of the delivery note with the record confirmed by the drivery must eatladed documention of the Apparent Defects (photographs, samples, and a description of the accurrence) which are not recorded on the delivery note and an anot confirmed by the carrier or driver. A copy of the delivery note with the record confirmed by the driver must be attached to the complant. Apparent defec

11.6 The Buyer is obligated to notify the Supplier of hidden defects in Goods without delay on finding them, but not later than 6 months from the date of takeover of the Goods. The Supplier is not liable for defects in Goods after the expiration of the guarantee period pursuant to Art. 11.3

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Int to Art. 11.3. The Buyer's right to place a guarantee claim expires in case that changes has been made in the delivered Goods by any handling or logical operation. The preceding sentence does not apply to hidden defects. In the case of sale to a third party the Supplier is flable or hidden defects provably arisen before handling over the Goods by the Supplier to the Buyer. The Buyer's right to place a guarantee claim expires also if the Goods are processed incorrectly (e.g. by using inappropriate tures, tools, and technologies and/or by designing incorrectly a box structure). The Supplier also does not accept complaints about bard cover layer crecking when fidding along a score is larger than defined for the score and cardboard concerned. only 1 11.8 COMPLAINTS HANDLING RULES 12

COMPLAINTS HANDLING RULES
 A complaint may be submitted by the Buyer to the Supplier in writing, i.e. by e-mail, fax, or letter. The statutory 30-day time limit
 for stitling the claim runs from the moment when the document or message arrives at the address of the Supplier specified in the Sales
 Contract. The contact person for compliants is always the Supplier's sales representative.
 The materials for a compliant must include:
 (a) the purchase order number or the production order number;
 (b) the inspection label from the pallet;
 (c) the number of claimed pieces;
 (d) a description of the defect or an accurate description of how the defect manifests itself; and
 (e) a defective sample of the claimed material (if it is impossible to ensure a sample, the Buyer will make photo documentation of the
 claimed material).

ed material). Claimed Goods must be kept for subsequent inspection and must not be disposed of until the final decision on the complaint is 12.3

12.3 Claimed Goods must be kept for subsequent inspection and must not be disposed or untur are must account on the compani-taken.
12.4 The Supplier will notify the Buyer of the result of the opinion on a complaint as soon as possible, usually within 7 working days, but no later than 30 days from the submission of the complaint (incl. all documents). If investigation is longer than 7 days, the Supplier will inform the Buyer thereoit.
12.5 If it comes out that the reasons of the defect in Goods lie with the Supplier after the assessment of the complaint, the Supplier so obligated to provide the Buyer with substitute performance and reimburse the Buyer for the costs indispensable for plading the Buyer's complaint (hereinafter referred to as "Extra Costs"). The Buyer is obligated to submit the calculation of the Extra Costs together with a complaint about Goods. Before starting any extra work that results in Extra Costs together with a subult costs. Before starting any extra work that results in Extra Costs together with a struction arisen at first and have these possible Extra Costs approved in writing (by e-mail). If the Buyer sond shees Extra Costs together extra costs.
12.6 If a complaint is justified, the Buyer's daims are: (i) to require the removal of the defect in the delivered Goods or the replacement of the defective pieces; (ii) to require a reasonable discount on the Purchase Price; and (iii) to withdraw from the Sales Contract in severe cases. The method of handling defects complained about by the Buyer to the Supplier is governed by the relevant provisions of the Civil Code.

FORCE MAJEURE AND RESERVATION OF PERFORMANCE **13.** 13.1

Code.
13. FORCE MAIEURE AND RESERVATION OF PERFORMANCE
13.1 Such unusual crumstances (e.g. flood, storm, unusually hot weather, unusually cold weather, unusually dry weather, tormado, hurrricane, halistorm, landkied, avalanche, earthquake and its consequences, unusual solar eruptions, a fall of a celestial body, and the like), war, mobilization, riots and similar events, and also strike, lockout, delays, or failure to grant official permission that prevents temporarily or permanently from performing obligations styluated by the contract that occur after the contract came into force and that could not be foreseen or averted by the contracting parties are regarded as force majeure events by the parties. The party that is prevented from performing obligations by this will inform the other party, if the onther party, will contract the avoid telay on the commencement of such contract tail obligations to the sing string out of a national or international regulations relating to international trade law or on the basis of embarges or other sanct.
13.2 The Supplier is not obligat to perform obligations relating to international trade law or on the basis of embarges or other sanct.
13.1 The Supplier is and lights, legal titles, and interest sto and in and the possession of all the know-how, technical data, drawings, specifications or documents, tides, concents, methods, procedures, techniques, and inventions that have been developed or created by or on behalf of the Supplier and delivered in accordance with any contract conduid with the Buyer. The Buyer is obliged not to disclose any of this information and brands of besides contract without the prior written consent of the Supplier.
14.1 The Supplier relations and motion do have do bendeveloped or created by or on behalf of the Supplier and delivered in accordance with any contract conduid with the Buyer. The Buyer is obliged not to disclose any of this information becomes publicly known and must not use it for other purpose of using the Goods delivered under the Sales

14.3 The Buyer will not use any trademarks and brands of the Supplier and its affiliated companies in any other way than in which they are used by the Supplier on Goods, Services, or related documents.
 15.1 DMAGES
 15.1 DMAGES
 15.1 The total extent of the Supplier's obligation to compensate the Buyer for damage to property (damage) that is incurred by the Buyer in connection with the performance of a contract or a breach of a legal regulation is limited to 100 % of the total purchase price for the related Delivery or part thereof (excluding VAT) for all incidents causing damage in total. Only actual damage is compensated for a loss of profit or other types of damage are not compensated for Damage is prefrably compensated for in cash. Any contractual penalties or other penalties paid by the Supplier to the Buyer are included in the damages in full. The limitation agreed above does not apply to compensate for damage caused to a person as to his/her natural rights. The limitation period for making a claim to damages is one year. This also applies to the right to be compensation for damage caused to the impossibility of performance, the Supplier's obligation to effect delivery caseed due to the impossibility of performance, the Supplier's obligated to compensate the Buyer for damage acused to the total a roduct.
 15.2 If the Supplier's obligation to effect delivery cassed due to the impossibility of performance, the Supplier is obligated to compensate Buyer for damage incurred but this in case that the impossibility of performance the Supplier. Paragraph 1 of this Article applies similarly to the extent of compensation for damage.
 15.3 The quality guarantee agreed in a Sales Contract fully replaces the statutory liability of the Supplier for defects.
 16. ECOCY

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WITHDRAWAL FROM A CONTRACT

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 WITHOBAWAL FROM A CONTRACT
 The contracting parties may withdraw from a Sales Contract only in cases of a material breach of the contract or in the cases expressly stated in legal regulations if it is impossible to deviate from them. Withdrawal is effective on the date of delivery to the other contracting parties.
 A material breach of ables Contract to understood to be:
 (a) the Supplier's delay in effecting Delivery that is caused by the Supplier and that is longer than 30 days. After the lapse of this time limit the Buyer will notify the Supplier without delay of whether it insists on the execution of delivery. If the Buyer insists on the execution thereof, it can withdraw from the Sales Contract only after the lapse of 30 days after the delivery of the notification in question to the supplier.

(b) the Buyer's delay in the payment of an invoiced amount that is longer than 30 days; the Buyer's delay in making an advance payment that is longer than 5 days if making an advance payment has been agreed; the Buyer's failure to render assistance and the consequent impossibility of performance of the Supplier that is longer than 30

days; and (e) an

days; and (e) any unauthorized use of results of intellectual property of the Supplier by the Buyer and vice versa and a breach of the fight against corruption, protection of economic competition, fight against money laundering, as well as other legal regulations of criminal or administrative law. 17.3 A contracting party is entitled to withdraw from a Sales Contract with effects on the date of delivery of the declaration of will containing the withdrawal to the other contracting party if: a) the competent insolvency court has issued a decision on the bankruptcy of the other contracting party or the competent (a)

FINAL PROVISIONS **18.** 18.1

IFINAL PROVISIONS
 These GTC and contractual relationships between the Supplier and the Buyer and possible claims arising out of or arising in connection with them are governed by the legal order of the Czech Republic, excluding the application of the Vienna Convention on the Law of Treaties and conflict rules and the United Nations Convention on Contracts for the International Sale of Goods. If a contract or these terms and conflict rules and the United Nations Convention on Contracts for the International Sale of Goods. If a contract or these terms and conflict rules and the United Nations Convention on Contracts for the International Sale of Goods. If a contract or these Y2012 Coli, the Civil Code, as amended.
 The Buyer and the Supplier agree on the exclusive jurisdiction of courts of the Czech Republic for the purpose of settling any disputes that may arise in connection with a Sales Contract. However, the Supplier is also entitle to bring an action with a court in the country where the Buyer has its registered office placed if the claim being made relates to payments where the Buyer is in default or is otherwise related to them.

otherwise related to the The application of Sec. 1726, Sec. 1740 part. 3, Sec. 1744, Sec. 1751 par. 2, Sec. 1757 par. 2 and 3, and Sec. 1950 of the Civil Code is 18.3

These GTC apply to every Purchase Order confirmed by the Supplier and are an integral part of every Sales Contract.
 These GTC apply to every Purchase Order confirmed by the Supplier and are an integral part of every Sales Contract.
 These GTC become vial and effective from 25/08/2016.

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