

General terms and conditions of purchase INTERPRINT Polska Sp. z o.o.

I. General provisions.

These contractual provisions shall apply to all agreements in which Interprint Polska Sp. z o.o. acts as the party purchasing goods or services, unless the parties decide otherwise. The GPC also apply mutatis mutandis to other civil law relationships in which Interprint is acting on the side of the ordering party, if this is provided for in the agreement between the parties.

1. Glossary of terms:

- a) GPC: General Purchase Conditions
- b) Interprint: Interprint Polska spółka z o.o. with its registered office in Ozorków, ul. Adamówek 37a, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Łódź Śródmieście in Łódź under KRS number 72922, , having the status of large enterprise according to Art 4c of Act on counteracting excessive delays in commercial transaction (Dz.U. z 2013 r. poz. 403 t.j. Dz.U. z 2020 r. poz. 935).
- c) Contractor: an entrepreneur selling or supplying goods or services to Interprint Polska Sp. z o.o.
- d) Goods: products offered by the Contractors,
- e) Services: services provided by the Contractors,
- f) Order/Commission: an offer made by Interprint to purchase Goods or Services,
- g) Sales Agreement: accepted Purchase Order of the Buyer concerning the purchase of Goods of a specific range, quantity and price,
- h) Contract of Service: an accepted Interprint Order for the provision of Services under the terms and conditions set forth in the Contract;
- i) Incoterms: Incoterms 2020 trade terms published by the International Chamber of Commerce based in Paris.
- j) Party Interprint or the Contractor

2. Interprint's obligation does not include any performance other than the payment of the agreed price or remuneration, unless the Parties agree otherwise in writing.

II. Order/Commission.

1. Interprint shall order Goods or commission the service in writing or electronic means, and the Contractor undertakes to sell Goods or provide services to Interprint under the terms of the Order.

2. The date of the Order shall be the date of receipt of the Order by the Contractor. If it is a non-working day or if the Order was received after 4 p.m. Polish time, the date of receipt of the order shall be understood as the next working day.

3. Upon receipt of the Order, the Contractor accepts the Order, accepts the Order subject to changes or refuses to accept the Order.

4. If the Order is accepted, the Contractor shall confirm the Order by e-mail, while sending Interprint a pro-forma invoice. For the avoidance of doubt, the Sales Agreement or Contract of Service shall be deemed to have been concluded upon receipt by Interprint of a pro-forma invoice.

5. If the Order is accepted subject to changes, the Contractor shall immediately inform Interprint of its reservations by e-mail. If Interprint accepts the changes, the Contractor will send Interprint a pro-forma invoice.

6. If the Contractor does not confirm the Order or if Interprint does not accept the reservations, no Sales Agreement/Contract of Service is concluded.

7. The time limit for delivery of Goods / performance of the Service is counted from the date of acceptance by the Ordering Party of the order without reservations or the date of acceptance by Interprint of the changes.

8. If Interprint terminates the Contract with the Contractor after the conclusion of the Sales Agreement or the Contract of Service, but before its execution, Interprint shall not be obliged to pay the price for this Good or Service. If the price has been paid in the form of a prepayment, the Contractor is obliged to refund the price/remuneration.

III. Price/remuneration, payment conditions

1. Unless otherwise agreed, the price of the Goods is understood as DDP Ozorków for road transport. It is possible to execute the Order under other INCOTERMS conditions if the Parties agree so in writing.

2. Prices/remuneration stated in the contract are maximum charges. Subsequent price increases/reimbursements are not binding on Interprint. The Contractor's reduction of price/fee reward is binding on Interprint.

3. The date of payment shall be the date when the specified amount is debited from Interprint's bank account.

4. Any reservations, comments or complaints submitted by Interprint and their consideration shall suspend the payment deadline, unless the parties agree otherwise. If Interprint's objections, comments or complaints prove to be unjustified, the Contractor shall be entitled to interest for the entire delay.

5. In the event that the Contractor delays the delivery of goods or the provision of a service, Interprint may demand, regardless of the performance of the obligation, compensation for damage resulting from the delay. However, if, as a result of the Contractor's delay, the performance has lost all or most of its importance to Interprint, Interprint may refuse to accept the performance and demand compensation for damage resulting from the non-performance.

6. If the subject of the service/benefit is a specified number of items marked only as to their type, Interprint may, in the event of delay, purchase the same number of items of the same type at the Contractor's expense or demand payment of their value from the Contractor, retaining in both cases a claim for damages resulting from the delay.

7. In the event of the Contractor's delay in performing the service, Interprint may, while retaining the claim for damages, demand authorization by the court to perform the activities at the Contractor's expense. In emergencies, Interprint may, while retaining a claim for damages, perform an action at the Contractor's expense without the authorization of the court or remove at its expense what the Contractor has done contrary to its obligation.

8. The Contractor shall issue a VAT invoice to Interprint in accordance with the VAT Act. Payment can only be based on a correctly issued VAT invoice.

9. Payment for a VAT invoice delivered to Interprint by the 15th day of a given month shall be made at the latest on the last day of the same month. Payment for a VAT invoice delivered to Interprint after the 15th day of a given month will be made by the 15th day of the following month. Unless the parties agree otherwise, each time the amount due is paid by Interprint before the deadline, the Contractor will grant Interprint a discount of 3% of the net value of the order.

10. Set-off by the Contractor of the receivables due to it from Interprint against the receivables of Interprint is possible only if the Contractor's receivables have been recognized by Interprint in writing or if it has been confirmed by a final court judgement.

11. If the Contractor is an active value added tax payer, the payment will be made only to the Contractor's bank account found on the list of taxpayers registered as VAT payers, deregistered, deleted and restored to the VAT register published on the website <https://www.podatki.gov.pl/wykaz-podatnikow-vat-wyszukiwarka>. In the event that the bank account has not been disclosed in the above-mentioned register, Interprint will request (via e-mail, in writing or via phone call) that the Contractor provide the copy of the disclosure of the bank account in the above-mentioned register or deliver a corrective invoice with another bank account that is disclosed in the above-mentioned register. Failure to pay on time for reasons indicated above shall not constitute a delay in payment on the part of Interprint.

IV. Packaging, loading. Delivery.

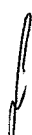
1. Unless otherwise agreed, the Contractor sells the Goods in standard packaging, depending on the assortment, in accordance with company standards. The cost of packaging is charged to the Contractor.
2. The packaging should protect the Goods during transport and storage, under the conditions necessary for the delivered Goods.
3. The cost of non-standard packaging shall be charged to Interprint if Interprint has requested the Goods to be packed in such packaging, unless the parties agree otherwise.
4. The obligation to return packaging shall only apply to Interprint if this is provided for in the contract between the Parties.
5. Delivery/Service shall be performed under the terms and on the date agreed by the Parties. The delivery/performance date shall be understood as the calendar day on which the Contractor delivers the Goods to Interprint/ performs the Service under the terms and conditions specified in the GPC or the contract.

V. Collection, Complaints.

1. In the event of Force Majeure which makes it entirely or partly impossible for Interprint to collect the Goods/Service, Interprint shall be released from its obligation to collect the Goods/Service and to pay the price/cost for the duration of the Force Majeure.
2. The Contractor shall be liable for damage to the Goods as a result of inappropriate packaging and shall reimburse Interprint for the costs related thereto, as well as the costs resulting from the delivery of the Goods to the wrong address, if it was caused by the Contractor's fault.
3. The goods must have properties and parameters in accordance with the contract as well as current standards and legal regulations, technical knowledge and safety rules. The goods should be free from physical and legal defects.
4. Interprint has the right to refuse to accept the Goods/Services if the Contractor fails to provide Interprint with the relevant documentation required by the contract. In the above situation, refusal to accept the goods shall not constitute a delay in the performance of Interprint's obligations.
5. The Contractor's liability for defects in the Goods/Services shall be governed by the provisions of the Civil Code.
6. For the purposes of the complaint procedure, the date of release of the Goods shall be understood as the date of receipt of the goods at the Interprint warehouse or the person designated by Interprint.

VI. Liability

1. The liability of Interprint related to the order, irrespective of the title of this liability, does not include compensation for damages related to expected benefits, lost profit, loss of reputation, etc.
2. The liability of Interprint related to the order, irrespective of the title of this liability, may not in total exceed the net price for the delivery of the Goods or the net remuneration for the provided Service, which is related to the circumstances constituting the basis of Interprint's liability.
3. In the event of violation of the rights of third parties (including copyrights) in the course of the execution of the order, the Contractor bears full liability in this respect. The Contractor shall indemnify Interprint against all claims by third parties due to such infringement. In addition, the Contractor declares that it undertakes to reimburse Interprint for all costs incurred by Interprint for the infringement of the aforementioned third party rights.



VII. Force Majeure.

1. Neither party shall be liable for total or partial non-performance if the non-performance or improper performance of the contract is due to Force Majeure.

2. Force Majeure events are those events which prevent the performance of the obligations of the parties under the agreement, which occurred or became known to the parties after its conclusion, which could not have been foreseen at the time of conclusion of the agreement, cannot be overcome and which are external to the parties' activities, in particular such as: flooding, fire, earthquake and other natural phenomena, as well as war and warfare, blockades, actions of state authorities, as well as other circumstances arising after the signing of the agreement which the parties have no influence on. The time limits for the fulfilment of obligations shall be postponed until after the cessation of the above mentioned factors. A party which is unable to fulfil its obligations for the aforementioned reasons should immediately inform the other party in writing of their occurrence, as well as of the end of these factors.

3. The Party who cannot fulfil its obligations due to Force Majeure should, no later than within 3 (three) working days of their occurrence, inform the other Party in writing about their occurrence and about the end of these factors.

4. Appropriate certificate from the Chamber of Commerce and Industry or other competent authority of the relevant country will be sufficient evidence to suspend the performance of obligations.

VIII. Personal Data Protection.

1. Interprint Polska sp. z o.o., with headquarters in Ozorków, 37a Adamówek Str. is the Controller within the meaning of Article 4 point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119 4.5.2016, p. 1) (hereinafter referred to as "*the GDPR*") of personal data for persons indicated in the Agreement as representing the Party, contact persons or those responsible for specific tasks under the Agreement.

2. The Controller processes personal data of persons referred to in paragraph 1 for purposes such as the execution of the Agreement; establishing, pursuing or defending legal claims arising from or related to the Agreement. The legal basis for processing personal data is primarily Article 6 para. 1 letter b of the GDPR, as well as the regulations on tax obligations. The Controller processes personal data only to the extent and purpose resulting from the Agreement and the applicable legal provisions.

3. The Controller processes personal data in accordance with the Agreement, the GDPR and other generally applicable legal provisions.

4. In all matters concerning personal data protection, the Data Protection Officer can be contacted via the e-mail address: RODO@interprint.pl

5. The recipients of personal data will be:

- a) public authorities and public administration bodies on the basis of applicable legal provisions,
- b) the Controller's contractors as part of his business activities,
- c) authorized entities providing IT services or legal services to the Controller,
- d) banks, due to payments made to a bank account, resulting from the legal relationship between the Parties.

6. Personal data will be processed for the duration of the Agreement and after its termination, for the time necessary to defend and pursue any resulting claims.

7. You have the right to access your personal data and to change or delete them, or restrict their processing in cases specified in Article 18 of the GDPR.

8. Personal data will not be processed on the basis of Article 6 para. 1 letter e) or f) of the GDPR in relation to the execution of the Agreement, therefore the right to object pursuant to Article 21 of the GDPR cannot be fulfilled. Similarly, due to the fact that the legal basis for data processing is Article 6

para. 1 letter b of the GDPR, but data processing will not be fully automated, the right to data portability pursuant to Article 20 of the GDPR cannot be fulfilled.

9. During personal data processing, no decisions will be made based solely on automated processing, including profiling, as specified in Article 22 para. 1 and 4 of the GDPR. This means that no decisions will be made solely automatically and no profiles will be created.

10. If it is found that personal data processing violates the law, you have the right to lodge a complaint with the supervisory authority, which in Poland is the President of the Personal Data Protection Office – provided that the right to lodge a complaint results only from the compliance of personal data processing with applicable laws.

11. Personal data processing is necessary to fulfil the rights and obligations of the Parties resulting from the Agreement and is necessary for its execution, as well as the fulfilment of obligations arising from legal provisions specifying, in particular, tax obligations. Without processing these personal data, it would not be possible to conclude and execute the Agreement.

IX. Final Provisions

1. The documentation, models or specimens provided to the Contractor by Interprint remain the property of Interprint. Once the Service has been performed and the Goods have been delivered, this documentation shall be immediately returned to Interprint.

2. If in the course of performing the Service a work is created, within the meaning of the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2016, item 666), the Contractor shall transfer all the economic copyrights to this work, on all fields of exploitation known at the time of its creation.

3. The Contractor undertakes to keep confidential all information concerning Interprint, including technical, technological, commercial, organizational data, as well as trade marks and other information, drawings, plans, maps, copies, models, samples, specifications, drives/disks, concepts, ideas received or obtained by the Contractor orally, in written or electronic form or otherwise. Confidentiality should be understood as not disclosing the above-mentioned information to any extent and in any form to third parties. The Contractor shall also take all necessary measures to prevent third parties from accessing the above information. The Contractor may provide the above mentioned information to third parties subject to Interprint's approval in writing.

4. All disputes arising in connection with the conclusion, performance or non-performance of the Sales Agreement, the Contract of specific work or the GPC shall be settled by the competent courts in Łódź.

5. In case of conflict between the provisions of the GPC and the Agreement, the provisions of the Agreement shall prevail.

6. The GPC and the Agreements shall be governed as appropriate by Polish law, except for the 1980 United Nations Convention on Contracts for the International Sale of Goods and the 1974 United Nations Convention on Limitation in International Sales of Goods.

7. Amendments to the GPC, Sales Agreement, Contract of specific work must be made in writing under pain of nullity.

8. The assignment of rights under the Agreement is only possible with the prior written consent of Interprint.

9. If the provisions of the GPC are or become invalid or ineffective, or the GPC contains a gap, this does not affect the validity and effectiveness of the other provisions of the GPC. Instead of the invalid or ineffective provisions or to fill a gap, an appropriate regulation shall apply which, as far as legally permissible, shall correspond as closely as possible to what the Parties have established or would have established if they had established such a provision, provided that if the entire GPC without invalid or ineffective provisions remains reasonable.

GLÓWNY KSIĘGOWY
Prokurent

Krystyna Baras-Małolepsza

WICEPREZES ZARZĄDU

Jochen Geiger