

**GENERAL TERMS AND CONDITIONS**  
**COMPANY PROMAR MARCINIAK LIMITED LIABILITY COMPANY LIMITED PARTNERSHIP**  
**WITH HEADQUARTERS IN JAROCIN („GTC”)**

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**I. COMMON DEFINITIONS**

In GTC the expressions given below, written in capital letters, are given the following meaning:

- 1) The SELLER – Company Promar Marciniak limited liability company limited partnership (in Polish: *“spółka z ograniczoną odpowiedzialnością spółka komandytowa”*) with its registered seat in Jarocin, at Przemysłowa street no. 9, 63-200 Jarocin, registered in the National Court Register of the District Court in Poznań, 9th Commercial Division of the National Court Register under KRS number 0000421350, Tax ID (in Polish: *“NIP”*) number 6172203465, register in the National Official Business Register (in Polish: *“REGON”*) number: 302119204, BDO number 000022193;
- 2) The BUYER – a natural person, legal person or an organizational unit that is not a legal person, to which the law recognizes legal capacity, running a business on its own behalf or conducting professional activity on its own behalf, which has concluded or intends to conclude CONTRACT with the SELLER directly related to its business or professional activity;
- 3) PARTIES – the SELLER and the BUYER hereinafter referred to jointly as;
- 4) REQUEST FOR OFFER – the BUYER's inquiry to the SELLER, in electronic form (e-mail) in order to receive the SELLER'S OFFER;
- 5) OFFER – electronic statement of the SELLER provided to the BUYER in response on the REQUEST FOR OFFER, which does not constitute an offer within the meaning of the Civil Code, but an invitation to conclude a CONTRACT;
- 6) ORDER – the BUYER's electronic declaration of intent, containing a purchase offer, aimed directly at the conclusion of the CONTRACT;
- 7) CONFIRMATION OF THE ORDER – the SELLER's statement, submitted at least in electronic form, confirming the acceptance of the PRODUCT purchase offer (ORDER) submitted by the BUYER. The CONTRACT is concluded upon submission of this declaration (confirmation of the purchase offer acceptance).
- 8) CONTRACT – a contract for the sale / delivery of PRODUCTS, concluded between the SELLER and the BUYER on the basis of the OFFER or the BUYER'S ORDER, of which the GTC are an integral part.
- 9) PRODUCTS – movable items which are the subject of the CONTRACT;
- 10) FORCE MAJEURE - all circumstances beyond the control of the SELLER, unknown at the time of concluding the CONTRACT which arose during the performance of the CONTRACT and had an impact on its performance (inter alia: warfare, fire, flood, strikes, riots, roadblocks, epidemics, government regulations having a direct impact on the SELLER's operations or the performance of the CONTRACT).

**II. GENERAL PROVISIONS**

1. These GTC define the rules for concluding CONTRACT for the sale / delivery of PRODUCTS, which the COMPANY PROMAR MARCINIAK LIMITED LIABILITY COMPANY LIMITED PARTNERSHIP is the SELLER.

2. The BUYER who places an ORDER with the SELLER accepts the GTC.
3. GTC are available to the BUYER before concluding the CONTRACT:
  - a) at the SELLER's seat,
  - b) on the website [www.promarjarocin.pl](http://www.promarjarocin.pl) and can be downloaded and saved by the BUYER at any time,
  - c) in the e-mail correspondence addressed to the BUYER who places the ORDER for the first time after announcing the GTC.
4. Any oral arrangements between the PARTIES shall be binding only upon their confirmation by the PARTIES at least in electronic form under pain of nullity.
5. The GTC apply to all CONTRACT concluded by the SELLER with the BUYER, unless mandatory provisions of law or individually agreed provisions of CONTRACTS, in writing, provide otherwise.
6. Information posted on the SELLER's website, in catalogs, on leaflets, in advertisements and other publications, does not constitute an offer within the meaning of the Civil Code, even if it is accompanied by a price. Publications regarding the PRODUCTS offered by the SELLER are for information purposes only, while the patterns and samples issued by the SELLER are for illustrative purposes only. Detailed technical data provided in publications may change at any time due to the continuous development and changes taking place in the industry.
7. The SELLER in the scope of concluded CONTRACTS reserves the right to ownership of the PRODUCTS until the full price for the delivered PRODUCTS is paid.
8. Invalidity or exclusion, including contractual, of any of the provisions of the GTC shall not invalidate or exclude the remaining provisions.
9. The PARTIES exclude the application of the Vienna Convention of April 11, 1980 on the international sale of goods.
10. The BUYER's property remains the designs, photopolymer plates and samples and other materials necessary for the performance of the CONTRACT.
11. The SELLER offers FSC® certified PRODUCTS. The FSC symbol on the products indicates that the materials used in their production come from well-managed FSC-certified forests, other controlled sources or from recycling. FSC organization (Forest Stewardship Council®) is an international non-governmental organization promoting environmentally correct, socially beneficial and economically viable management of forest resources in the world. The SELLER obtains certified raw materials and participates in the certified supply chain, meeting the relevant requirements, so he can label the products with the FSC symbol.
12. The SELLER has implemented the ISO 9001:2015 quality management system and meets the requirements of the BRC Global Standard for Packaging and Packaging Materials.
13. The BUYER is obliged, at the SELLER's request, to provide copies of the registration documents and confirmation of assigning the Tax ID (in Polish: "NIP") number.
14. The BUYER declares that the person placing the ORDERS has the power of attorney to place ORDERS on his behalf.

### III. ORDERING PRODUCTS – OFFERING MODE

1. The BUYER interested in purchasing PRODUCTS from the SELLER submits an REQUEST FOR OFFER to the SELLER via e-mail to the following e-mail address: promar@promarjarocin.pl or e-mail address of the employee of the SELLER's sales department who handled the BUYER's previous orders.
2. REQUEST FOR OFFER should contain at least:
  - a) BUYER's data - including full name, registered office address, the Tax ID (in Polish: "NIP") number, e-mail address, name and surname of the person representing the BUYER,
  - b) type of PRODUCTS,
  - c) the type of paper the PRODUCT is to be made of,
  - d) dimensions,
  - e) ordered quantity,
  - f) name of the imprint with colors,
  - g) the printing raster (in pdf, cdr format) - the cost of the photopolymer matrices is covered by the BUYER,
  - h) method of packing,
  - i) quantity of assortment in the package,
  - j) the preferred method of receipt / delivery of the PRODUCTS,
  - k) any other information enabling the specification of the properties of the PRODUCTS that it intends to purchase.

If it's necessary, the SELLER contacts the BUYER to make the above-mentioned arrangements.

3. In response to REQUEST FOR OFFER and after making the said clarifications in the above point, as to the PRODUCTS that the BUYER intends to purchase, the SELLER makes an offer to the BUYER. The OFFER is submitted by e-mail and specifies in particular:
  - a) the time necessary to produce the ordered PRODUCTS,
  - b) unit price for net PRODUCTS,
  - c) the expected date and terms of the ORDER implementation,
  - d) terms of payment,
  - e) place and terms of delivery / collection of PRODUCTS,
  - f) validity date of the OFFER.
4. Unless otherwise stated in the OFFER, the OFFER validity period is 14 days from the date it is issued.
5. During the validity period of the OFFER submitted by the SELLER, the BUYER may place an ORDER (made in accordance with the rules of the BUYER's representation or by a person authorized to do so by the BUYER) by e-mail to the e-mail address of the person who sent the offer, referring to the offer number. **The CONTRACT is concluded upon confirmation of the ORDER by the SELLER.**

6. CONFIRMATION OF THE ORDER, referred to in point 5 above means that the SELLER has received the ORDER and accepted it for execution. Placing an ORDER by the BUYER does not bind the SELLER, and the lack of a reply does not mean that the ORDER has been silently accepted.
7. The BUYER'S ORDERS containing changes in relation to the content of the SELLER'S OFFER or supplementing its content will be treated as a new REQUEST FOR OFFER, which requires the preparation and submission of a new OFFER by the SELLER. In this case, the current OFFER becomes invalid.
8. The minimum number of ordered PRODUCTS is:
  - a) for folded pouches – 25 thousand items,
  - b) for block bags – 25 thousand items (with a capacity of up to 1 kg),
  - c) for shopping bags – 10 thousand items (depending on the number of colors),
  - d) wrapping paper – 300 kg.
9. After submitting the ORDER, the SELLER sends the BUYER an ORDER CONFIRMATION in accordance with the OFFER presented and the provisions of the PARTIES changing it.
10. By submitting the ORDER, the BUYER declares that he has read the content of the GTC, constituting an integral part of the CONTRACT, and has accepted their content.
11. The SELLER may withhold the implementation of the CONTRACT in the event of:
  - a) have doubts as to the accuracy of the data provided by the BUYER in the REQUEST FOR OFFER,
  - b) failure to pay the payment terms agreed by the SELLER, such as: payment for the PRODUCTS in the form of a prepayment, an advance payment towards the ORDER.
12. The SELLER will make the subject of the ORDER with the BUYER's advertising imprint only after the BUYER's approval of the graphic design.
13. The BUYER, by providing graphic materials for the execution of the ORDER, declares that it is authorized to dispose of all provided trademarks and that they don't infringe the rights of third parties, in particular copyrights and industrial property rights.
14. The SELLER reserves the right to postpone the agreed date of the ORDER in the case when the deadline for the approval of the graphic design or confirmation of the PRODUCT card will take place within more than 5 working days from the moment it is sent to the BUYER. The BUYER will be informed about the postponement by e-mail.
15. In cases of ORDERS exceeding a significant value, the SELLER may request additional ORDER confirmation by people authorized to represent the BUYER in accordance with the registration documents.

#### **IV. ORDERING PRODUCTS – PRODUCT PURCHASE OFFER MADE BY THE BUYER**

1. For BUYERS who are in constant cooperation with the SELLER and regularly place ORDERS, the SELLER may prepare and provide a price list for the PRODUCTS. The price list made available to the BUYER is informative and does not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code.

2. The BUYER, who is in continuous cooperation with the SELLER and regularly submits ORDERS, may also place an ORDER without first submitting an REQUEST FOR OFFER to the SELLER. In this case, the BUYER'S ORDER made with reference to the PRODUCT price list made available to the BUYER, will be treated by the SELLER as **an offer to buy PRODUCTS**.
3. The prices of the PRODUCTS included in the price list made available to the BUYER may be unilaterally changed by the SELLER. The BUYER will be informed about each change of the price list by e-mail.
4. If the SELLER receives an ORDER with a delivery date exceeding 3 weeks, the SELLER reserves the right to change the prices of the PRODUCTS. Information about the price change will be presented to the BUYER by the SELLER at least 30 days in advance before the agreed delivery date. Changing the price of the PRODUCTS is effective upon notifying the BUYER of the price change. The SELLER's right to change the PRODUCT price may be exercised only in exceptional situations, beyond the SELLER's control related to, inter alia, with changes in raw material prices, production costs, transport prices, inflation.
5. THE BUYER'S ORDER being an offer to buy the PRODUCTS should contain:
  - a) BUYER's data - including full name, registered office address, the Tax ID (in Polish: "*NIP*") number, e-mail address, name and surname of the person representing the BUYER,
  - b) type of PRODUCTS,
  - c) the price of the PRODUCTS,
  - d) the type of paper the PRODUCT is to be made of,
  - e) dimensions,
  - f) ordered quantity,
  - g) name of the imprint with colors,
  - h) print graphics (in pdf, cdr format) - the cost of the photopolymer matrices is covered by the BUYER,
  - i) method of packing,
  - j) quantity of assortment in the package,
  - k) preferred method of receipt / delivery of the PRODUCTS,
  - l) any other information enabling the specification of the properties of the PRODUCTS that it intends to purchase.

If it's necessary, the SELLER contacts the BUYER to make the above-mentioned arrangements.

6. The ORDER being an offer to buy the PRODUCTS may be submitted by the BUYER by e-mail to the e-mail address: [promar@promarjarocin.pl](mailto:promar@promarjarocin.pl) or to the e-mail address of the employee of the SELLER's sales department who handled the BUYER's previous orders or sent the BUYER the price list.
7. The CONTRACT will be concluded upon CONFIRMATION OF THE ORDER BY THE SELLER.

8. CONFIRMATION OF THE ORDER referred to in point 7 above means that the SELLER has received the ORDER and accepted it for execution. Placing an ORDER by the BUYER does not bind the SELLER, and the lack of his response does not mean that the ORDER has been silently accepted.
9. The provisions of points III.8-III.15 of the GTC shall apply accordingly to the ORDERS being the purchase offers of the PRODUCTS submitted by the BUYERS.

#### **V. CANCELLATION OF THE ORDER (WITHDRAWAL FROM THE CONTRACT)**

1. Cancellation of the ORDER by the BUYER is possible until the SELLER will not start processing the order and provided that the SELLER is notified electronically on the will to cancel the ORDER and confirm the cancellation of the ORDER by the SELLER. In the event of the SELLER's refusal to cancel the ORDER (inter aliar including due to the degree of fulfillment of the ORDER), the ORDER will be processed according to the agreed conditions.

#### **VI. TERMS OF PAYMENT**

1. The prices of the PRODUCTS for BUYERS who have registered their business activity outside the territory of the Republic of Poland are given by the SELLER in euro (EUR) and are net prices. The prices of the PRODUCTS for BUYERS from Poland are given in Polish zlotys (PLN) and are net prices. The PARTIES may agree to pay for the PRODUCTS in a different currency.
2. The price lists made available to the BUYER do not constitute an offer and are for information purposes only.
3. The price of the PRODUCTS does not include the delivery costs of the PRODUCTS, unless the SELLER directly in the offer or price list, he indicated that the price of the PRODUCTS includes delivery costs or the PARTIES agreed otherwise. In particular, the price of the PRODUCTS depends on the choice of the delivery method by the BUYER (DAP or EXW).
4. In the event of the BUYER's resignation from the processing the ORDER after receiving the ORDER CONFIRMATION, the SELLER has the right to demand from the BUYER reimbursement of the expenses related to the preparation of production included in the OFFER or the ORDER CONFIRMATION.
5. The BUYER may make a payment to the SELLER by bank transfer directly to the SELLER's bank account kept by

Bank Millennium S.A.

SWIFT: BIGBPLPWXXX

no. account in EUR	IBAN PL 02 1160 2202 0000 0002 1882 8500
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no. account in PLN	97 1160 2202 0000 0002 1882 8439
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Santander Bank S.A.

no. account in PLN	13 1090 1131 0000 0001 1928 5276
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6. The date of payment shall be the date on which the amount is credited to the SELLER's bank account.

7. Unless the PARTIES agreed otherwise, the BUYER is obliged to pay for the PRODUCTS the price specified by the SELLER on the invoice, by the date specified in the invoice.
8. The SELLER may demand from the BUYER a 100% prepayment of the gross amount for the ordered PRODUCTS or an advance payment towards the ORDER, which will be payable within the period agreed with the BUYER. In this case, the CONTRACT is concluded only after the BUYER pays the entire amount.
9. The SELLER reserves the right to demand an advance payment from the BUYER. The amount of the deposit will be specified by the SELLER in the OFFER or in response to the purchase offer or the ORDER submitted by the BUYER.
10. Failure to pay the amount due within the period agreed between the PARTIES entitles the SELLER to:
  - a) interrupting deliveries of PRODUCTS or suspending the implementation of accepted ORDERS,
  - b) deducting amounts from any amounts owed to the BUYER by the SELLER,
  - c) crediting the SELLER's receivables with the BUYER's current payments, even if these amounts relate to the performance of other contracts or obligations.
11. Filing a complaint does not release the BUYER from the obligation to pay for the PRODUCTS at the agreed date.

#### **VII. ORDER COMPLETION TIME**

1. The time of receiving the PRODUCTS consists of the time of ORDER fulfillment and the time of delivery, which differ depending on the choice of the form of delivery and the place of delivery.
2. The ORDER processing time (preparation of the PRODUCTS for shipment or collection) takes place on the date specified in the OFFER or agreed individually between the PARTIES. To the above-mentioned the date of the ORDER completion does not include the day on which the SELLER sent the BUYER A CONFIRMATION OF THE ORDER.
3. The PARTIES have the option to change the delivery date by e-mail arrangements.

#### **VIII. DELIVERY**

1. In the event of a request for insurance of the PRODUCTS for the duration of transport or shipment, the insurance costs are borne by the BUYER.
2. Possible forms of delivery of the PRODUCTS:
  - a) The BUYER collects the PRODUCTS from the SELLER's warehouse / premises with his own transport on working days, during the SELLER's working hours, after prior confirmation that the PRODUCTS are prepared for collection (EXW);
  - b) The SELLER arranges the transport of the PRODUCTS at the BUYER's expense (DAP).
3. If the PARTIES agree on a different form of delivery of the PRODUCTS than the collection of the PRODUCTS from the SELLER's warehouse / seat by the BUYER with his own transport, the estimated delivery costs of the PRODUCTS to the address indicated by the BUYER in the REQUEST FOR OFFER, the SELLER will indicate to the BUYER in the OFFER, ORDER CONFIRMATION or e-mail correspondence.
4. In the case of sending PRODUCTS to the BUYER via a carrier, the carrier's liability for the PRODUCTS begins when the SELLER releases the shipment with the PRODUCTS for transport. The SELLER

is not responsible for any damage in transport of the PRODUCTS, especially if the BUYER fails to meet all formal requirements for receiving the damaged shipment, does not write a damage report upon receipt of the PRODUCTS and does not submit a complaint directly to the carrier. The SELLER is not responsible for the delay in delivery of the PRODUCTS caused by the fault of the carrier.

5. If the BUYER collects the PRODUCTS from the SELLER's warehouse with his own transport, the responsibility for damage or loss of the PRODUCTS shall be transferred to the BUYER upon the release of the PRODUCTS from the SELLER's warehouse.
6. Upon personal collection of the PRODUCTS or delivery of the PRODUCTS directly by the SELLER, the BUYER undertakes to carefully examine the PRODUCTS at the time of their receipt in terms of quantity, compliance with the technical specification specified in the CONTRACT and for any visible defects. The BUYER undertakes to report any reservations to the SELLER upon receipt of the PRODUCTS, under pain of losing the rights granted by the SELLER under warranty.
7. When the PRODUCTS are delivered by sending them through another entity providing forwarding, courier or transport services, the BUYER undertakes to carefully examine the packaging of the PRODUCTS – any damage to it, signs of tampering with the protective tape or other suggesting the possibility of violating the content of the shipment, oblige the BUYER to prepare a protocol in the presence of the courier, which will constitute the basis for the BUYER's claim against the supplier (post office, courier, forwarding, other transport company) of the PRODUCTS. To be valid, the report must be completed correctly and legibly and signed by the courier delivering the parcel. Lack of the report or its incorrect or incomplete filling may result in rejection of the complaint.
8. The BUYER is obliged to perform a quantitative and qualitative control of the PRODUCTS delivered by a shipping company, courier, within 3 days from the date of their receipt. The term of the mentioned above control is understood as confirming the compliance of the quantity and type of the received PRODUCTS with the shipping specification or invoice, as well as the assessment of the technical condition of the PRODUCTS in terms of technical defects that can be detected "with the naked eye". Failure to meet this deadline results in the loss of rights within the scope of the warranty.
9. The SELLER generally carries out full-pallet ORDERS. There may be a different assortment on the pallet. When ORDERING smaller quantities of PRODUCTS, the BUYER is obliged is to collect the PRODUCTS in person or with your own transport.
10. The delivery dates resulting from the arrangements between the PARTIES may change in the event of events for which the SELLER is not responsible, subject to point VII. 3 of the GTC.
11. In the event that the BUYER fails to collect the PRODUCTS, the SELLER may set an additional date for the BUYER to collect the PRODUCTS. If the BUYER fails to collect the PRODUCTS within the additional period specified by the SELLER, the SELLER may withdraw from the CONTRACT. The declaration of withdrawal from the CONTRACT may be made submitted by the SELLER within 30 days, counted from the date of the originally planned delivery of the PRODUCTS.
12. Withdrawal from the CONTRACT, referred to above, takes place by submitting, on the indicated dates, to the correspondence or e-mail address of the BUYER, a declaration of will to withdraw. In this case, the CONTRACT will be considered void. The PARTIES are obliged to immediately return everything they provided under the CONTRACT.



13. In the event of withdrawal from the contract, the BUYER may be charged a contractual penalty to the SELLER in the amount equal to 100% of the gross price of the ordered and unclaimed PRODUCTS by the BUYER and transport costs, if ordered.
14. Reservation of the above contractual penalty does not exclude the SELLER's possibility to claim damages on general terms, in an amount exceeding the amount of the contractual penalty specified in point 13 above.

#### **IX. PROPERTIES OF THE PRODUCTS**

1. Descriptions of the PRODUCTS and their basic properties can be found on the PRODUCT subpage [www.promarjarocin.pl](http://www.promarjarocin.pl), hereinafter referred to as "DESCRIPTION".
2. The BUYER may obtain detailed information about the PRODUCTS by contacting the SELLER, hereinafter referred to as "INFORMATION".
3. In case of doubt, it is assumed that the SELLER does not guarantee that the PRODUCTS have certain properties, unless they have been clearly indicated in their DESCRIPTION or INFORMATION.
4. Due to the nature of the PRODUCTS offered and the specificity of the production process, the SELLER reserves the following:
  - a) margin of quantitative accuracy at the level +/- 5% of the delivery being made,
  - b) margin of accuracy in the dimensions of the PRODUCT:
    - a. at the level of +/- 2 mm separately for the width and folds and +/- 5mm for the length of the bags,
    - b. at the level of +/- 5% for the width and length of the sheets,
    - c. at the level of +/- 2mm for the width of the rolls,
  - c) margin of accuracy for material thickness in the level +/- 5%.
5. The SELLER reserves the right to use the generally accepted flexographic tolerances regarding the printing, both in terms of its location and color deviations, which are influenced by the quality and thickness of the printing substrate. Minor color deviations are acceptable and will not constitute grounds for a complaint under the warranty. This also applies when a sample of the PRODUCT was provided as a model. In case of doubt, the BUYER has the right to receive a sample of the printed material or to personally approve the print at the SELLER's premises. The shipment of a sample of the printed material is at the BUYER's expense.

#### **X. WARRANTY**

1. The SELLER grants a guarantee for the PRODUCTS.
2. The warranty period is 3 months from the date of delivery of the PRODUCTS to the BUYER, unless the PARTIES agree otherwise.
3. The SELLER undertakes towards the BUYER, at his choice, to remove the physical defects of the PRODUCTS or to deliver the PRODUCTS free from defects.

4. The SELLER is only responsible for defects that have arisen as a result of proper use of the PRODUCTS. In case of doubts, proper use of the PRODUCTS shall be deemed to be the normal use of the PRODUCTS in accordance with their intended purpose and the conditions specified by the SELLER in the DESCRIPTION or INFORMATION.
5. The guarantee does not cover:
  - a) damage or destruction of the PRODUCTS if this has occurred as a result of improper use or storage,
  - b) PRODUCTS which, even partially, have been manufactured with materials or to specifications provided by the BUYER,
  - c) damage as a result of normal wear and tear of the PRODUCTS or FORCE MAJEURE.
6. In order to make use of the guarantee, the BUYER is obliged to notify the SELLER of a defect in the PRODUCTS within 7 days from the disclosure of the defect, under pain of forfeiture of rights under the guarantee.
7. Warranty claims shall be sent to the address of the SELLER's sales department employee handling the ORDER on behalf of the SELLER or to the e-mail address: [promar@promarjarocin.pl](mailto:promar@promarjarocin.pl) stating the name of the product, a description of the problem, giving the number and date of the document confirming the purchase of the PRODUCT. Any evidence of the problem, e.g. photos of the defective PRODUCT and photos of the labels from the disputed delivery, must be attached to the report.
8. If it is necessary for the assessment of the existence of a defect in the PRODUCTS, a sample of the PRODUCT under complaint shall be delivered to the SELLER's address at the same time as filing a defect report.
9. In the event of mechanical damage to the packaging, this must be noted on the CMR or WZ documents and the problem must be reported immediately by e-mail to the address indicated in point 7.
10. While a complaint is being investigated by the SELLER, the BUYER undertakes to keep a sample of the PRODUCT complained of, as it may need to be sent to the SELLER in the course of the investigation to analyse the problem.
11. The SELLER shall have 14 days to consider the complaint. If the handling of the complaint requires additional investigation, this period may be extended until the matter is clarified, of which the BUYER shall be informed. The BUYER shall be informed by e-mail about the consideration of the complaint.
12. In case a complaint is rejected due to its unfoundedness, the logistic costs, i.e. the costs of transportation of the PRODUCTS from and to the BUYER as well as possible customs clearance shall be covered by the BUYER.

## **XI. INTELLECTUAL PROPERTY RIGHTS**

1. Drawings, designs, documentation and information of a technical nature provided to the BUYER in connection with the ORDER shall remain the property of the SELLER and may not be used without its consent for purposes other than those for which they were provided, including copying and reproduction.

In the event of a breach of the prohibition referred to above, the BUYER shall pay to the SELLER a contractual penalty of EUR 10,000.00 for each breach. Payment of the contractual penalty shall not exclude the SELLER's right to claim compensation under general rules.

## **XII. PERSONAL DATA**

1. The Data Controller of personal data of employees, representatives and people representing the BUYER obtained in the performance of the CONTRACT is the Company Promar Marciniak limited liability company limited partnership (in Polish: "spółka z ograniczoną odpowiedzialnością spółka komandytowa") with its registered seat in Jarocin, at Węglowa street no. 28, 63-200 Jarocin, registered in the National Court Register of the District Court in Poznań, 9th Commercial Division of the National Court Register under KRS number 0000421350, Tax ID (in Polish: "NIP") number 6172203465, register in the National Official Business Register (in Polish: "REGON") number: 302119204, BDO number 000022193, e-mail address: [promar@promarjarocin.pl](mailto:promar@promarjarocin.pl) hereinafter referred to as the "Data Controller".
2. Under the contract, the Data Controller will process:
  - a) data of people representing the BUYER, i.e. first name, surname on the basis of Article 6(1) (c) GDPR or the purpose of effectively concluding the contract and documenting and settling it, on the basis of tax, accounting law,
  - b) data of employees, representatives of the BUYER, i.e. business e-mail address, business telephone number, first name, surname, on the basis of Article 6(1) (f) GDPR, for the purpose of the proper execution of the CONTRACT, the exercise of rights and the fulfilment of obligations under the CONTRACT and the maintenance of business relations,  
  
hereinafter as ("Personal Data").
3. The Data Controller may have obtained the Personal Data directly from the data subject or from the BUYER who is his/her employer/contractor or, in the case of representatives, from public records.
4. The Data Controller entrusts third parties involved in the performance of the Contract, i.e. IT system and IT service providers, companies providing postal server maintenance services, companies providing consultancy services, for the processing of Personal Data, and may also make it available to other data recipients, i.e. state authorities.
5. The Data Controller shall process Personal Data for the duration of the CONTRACT concluded with the BUYER, and after its termination, as the case may be, it may process them until the expiration of the statute of limitations for the claims arising from the contractual relationship between it and the BUYER, including in particular, for representatives, the expiration of the obligation to keep the accounting documents relating to the concluded CONTRACT.
6. In connection with the processing of Personal Data by the Data Controller, employees, representatives and people representing the BUYER shall have rights, if applicable:
  - a) access to the content of their data and the rectification or restriction of their processing,
  - b) request the erasure of Personal Data except where the processing is necessary to comply with a legal obligation incumbent on the Controller and to establish, assert or defend claims,
  - c) to object to the processing of Personal Data for the purposes of the legitimate interests of the Data Controller - for reasons related to the particular situation of the data subject,
  - d) to lodge a complaint with your national Data Protection Authority if the processing of Personal Data violates the provisions of the GDPR.
7. The provision of Personal Data is voluntary but necessary for the performance of the CONTRACT.

8. Personal Data will not be transferred to a third country.

### **XIII. CONFIDENTIALITY**

1. By "Confidential Information" the PARTIES shall mean all information, data or documents obtained or provided to the BUYER within the performance of the subject of the CONTRACT and the cooperation of the PARTIES under the CONTRACT, including in particular, but not limited to: commercial, technical-technological, financial and organisational information concerning or owned by the SELLER and related to the performance of the CONTRACT, as well as all information disclosed by the SELLER to the BUYER before the conclusion of the CONTRACT and in the course of the performance of the CONTRACT. In particular, Confidential Information shall include information being a trade secret of the SELLER within the meaning of art. 11 section 4 of the Act of 16 April 1993 on Counteracting Unfair Competition (consolidated text: Journal of Laws of 2003, no. 153, item 1503), including all financial, marketing, statistical, technical, technological, organisational and any other information of economic value, which is not generally known and in relation to which the SELLER has taken appropriate steps to keep it confidential. Any other information which is not a secret of the undertaking but the disclosure of which could expose the SELLER to damage, liability towards third parties or infringement of personal rights shall also be Confidential Information. Confidential information shall also include all materials, documents provided by the SELLER to the BUYER which have not been made public before. Information constituting a secret of the undertaking of the SELLER, included in Confidential Information, are also contents, disclosed in OFFERS presented to the BUYER, price lists of PRODUCTS, CONFIRMATION OF ORDER as well as all information on the conclusion, execution and expiration or termination of the CONTRACT and the content of the CONTRACT.
2. During the term of the CONTRACT and for a period of 3 years after its termination or expiry for any reason, the BUYER:
  - a) maintain the confidentiality of the Confidential Information,
  - b) shall not disclose the Confidential Information to any other person, except to the people with whose assistance it will perform the subject matter of the CONTRACT, unless it has received the prior written consent of the SELLER under pain of nullity,
  - c) shall not use the Confidential Information for any purpose other than the performance of its obligations under the CONTRACT,
  - d) ensure that all necessary measures are taken to ensure that the confidentiality of the Confidential Information is maintained by the people with the help of whom it will carry out the subject matter of the CONTRACT.
3. The obligation set out in paragraph 2 shall not apply to information:
  - a) which, at the date of entering into the CONTRACT or at any time thereafter, were made available to the public otherwise than through a breach of the CONTRACT by the BUYER,
  - b) as to which the BUYER can demonstrate that they were known to the BUYER before they were disclosed by the SELLER,
  - c) which have been disclosed as required by law to state and local government authorities, courts or government agencies.

4. An obligation of confidentiality shall not preclude disclosure of information at the duly authorised request of a court or administrative authority and in legal proceedings or administrative proceedings if this is necessary for their settlement and with observance of possible measures for protection of the disclosed information against its public dissemination - after prior notification of the SELLER in writing of the request for disclosure.
5. The BUYER shall immediately notify the SELLER of any unauthorised disclosure of any Confidential Information of which it is aware.
6. The BUYER shall not, without the prior written consent of the SELLER, use any documents to which it has access as a result of the performance of the CONTRACT for any purpose other than for the performance of the CONTRACT.
7. In the event of a breach of the obligation to maintain the confidentiality of the Confidential Information, the BUYER shall pay to the SELLER a contractual penalty in the amount of EUR 10,000.00 within 14 days of being requested to do so - for each case of breach.
8. Payment of the contractual penalty referred to in section 7 does not exclude the right of the SELLER to claim from the BUYER compensation exceeding the amount of the stipulated contractual penalty.

#### **XIV. RESPONSIBILITIES**

1. The SELLER shall not be liable for the non-performance or improper performance of the CONTRACT in the event that it is the result of a FORCE MAJEURE. Upon the occurrence of an event of caused by FORCE MAJEURE, the SELLER undertakes to notify the BUYER immediately in order to make a joint decision on the further performance of the CONTRACT.
2. The SELLER shall only be liable for non-performance or undue performance of the CONTRACT in the event of intentional damage and within the limits of the actual losses incurred by the BUYER.
3. The SELLER shall not be liable for delays in the performance of the ORDER caused by circumstances concerning the SELLER's contractors (in particular, suppliers, carriers, forwarders) or circumstances for which the BUYER is responsible. In the event of the occurrence of the circumstances referred to above, the time limit for the performance of the ORDER shall be extended by the duration of such circumstances.
4. The PARTIES exclude the SELLER's liability under warranty for defects of the PRODUCTS.
5. If a third party makes any claims against the BUYER which may relate to a PRODUCT sold by the SELLER to the BUYER or to products for the manufacture of which the PRODUCTS sold by the SELLER to the BUYER were used, the BUYER shall promptly notify the SELLER of such fact allowing the SELLER to participate in proceedings relating to claims of that person, under pain of exclusion of any liability of the SELLER relating to such claims.
6. The SELLER shall not be responsible for the use of the PRODUCTS contrary to their purpose or properties, as well as for the consequences of the lack of properties which the PRODUCTS not ensured by the PRODUCTS pursuant to Chapter IX of the GTC.

#### **XV. APPLICABLE LAW**

In matters not regulated in the GTC, the applicable provisions of Polish law shall apply, including in particular the Civil Code.

#### **XVI. JURISDICTION OF THE COURT**

Any disputes that may arise in connection with the performance of the CONTRACT shall be resolved amicably, and in the event of failure to reach an contract within 30 calendar days from the date of notification of the occurrence of a dispute by one of the PARTIES, they shall be settled by a common court with jurisdiction over the registered office of the SELLER.

#### **XVII. APPLICABILITY OF THE GTC**

1. GTC shall enter into force on October 1, 2022 and shall apply to CONTRACTS concluded after that date.
2. The SELLER reserves the right to amend the GTC, which it may do at its own discretion any time by publishing changes to the GTC on the website [www.promarjarocin.pl](http://www.promarjarocin.pl) and making them available at the registered office of the SELLER.
3. The amended GTC will automatically enter into force thirty (30) days after the publication of the amendments in the manner indicated in clause 2 above.

#### **XVIII. FINAL PROVISIONS**

1. The SELLER as manufacturer, unless otherwise stipulated by the BUYER in the ORDER, reserves the right to use the PRODUCTS manufactured under the ORDER for its own promotional purposes.
2. All documents and information relating to the Confirmation of the ORDER are subject to commercial confidentiality and may not be disclosed to third parties without the written consent of the PARTIES.
3. These GTC are the only contractual regulations binding upon the PARTIES with regard to the CONTRACT. Any other regulations applied by the BUYER shall not be applicable.
4. The provisions of the GTC may only be amended in writing under pain of invalidity, unless the GTC provide for a different form of arrangement. The conclusion of a separate sales contract shall exclude the application of the GTC only to the extent regulated otherwise therein.
5. GTC have been prepared in the Polish and English language versions. In case of any discrepancies between the Polish and English language versions, the binding one is the Polish version.