

PC PRINT GENERAL TERMS AND CONDITIONS OF SALE

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|-----|--|----|
| 1. | GENERAL TERMS AND CONDITIONS | 1 |
| 2. | DEFINITIONS | 2 |
| 3. | OFFER AND ORDERS | 2 |
| 4. | DATES AND CONDITIONS OF DELIVERIES | 3 |
| 5. | TERMS OF PAYMENT AND PRICES | 5 |
| 6. | RETENTION OF OWNERSHIP TITLE | 7 |
| 7. | GUARANTEE | 7 |
| 8. | COMPLAINT PROCEDURE | 8 |
| 9. | BUYER'S OBLIGATIONS | 10 |
| 10. | OTHER CLAIMS FOR COMPENSATION | 10 |
| 11. | CONFIDENTIALITY | 10 |
| 12. | JURISDICTION AND APPLICABLE LAW | 11 |

1. GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) define rules for the conclusion of sales contracts relating to goods and services sold by PC Print spółka z ograniczoną odpowiedzialnością. (formerly: PC Print spółka jawna Krystyna i Piotr Cippert), having its registered office in Warsaw, ul. Białoborska 16, 04-668 Warsaw, registered in the National Court Register under number KRS 0001003682.
- 1.2 These GTCS form an integral part of all sales contracts concluded by PC Print Spółka z o.o. (hereinafter referred to PC Print) and the Buyer, including also those concluded in the form of a written order, offered to the entity that makes the purchase. The GTCS are available to the Buyer prior to the conclusion of the Contract on the PC Print website www.pcprint.pl.
- 1.3 These GTCS form a contractual regulation binding the Parties with regard to the sale of goods and services. The Parties exclude the use of other contract templates, such as: terms in contracts, terms of sale, terms of purchase, regulations or other similar documents applicable at the Buyer.
- 1.4 Provisions of these GTCS may only be amended in writing under pain of nullity. Any exemptions from the application of these GTCS are not allowed, unless PC Print has expressly agreed to this in writing. Conclusion of a separate sales contract excludes the application of these GTCS only to the extent otherwise regulated therein.

- 1.5 The GTCS may be accepted by the Buyer in any form, in particular implied, electronic or written. To avoid doubts, acceptance of the content of the GTCS by the Buyer also takes place when the Buyer has had the opportunity to read them. In addition, the Buyer is deemed to have accepted the content of the GTCS even if he or she previously raised objections as to any of the provisions of the GTCS, if the Buyer has placed an Order or collected the Goods or Services. In particular, conclusion of a contract with PC Print or placing an order is deemed as acceptance of the GTCS, since it clearly means that the Buyer has read these GTCS, confirmed to be aware of them and to accept these GTCS.
- 1.6 These GTCS are applicable only between PC Print and the Buyer.

2. DEFINITIONS

- 2.1 Seller – PC Print spółka z ograniczoną odpowiedzialnością (formerly: PC Print spółka jawna Krystyna i Piotr Cippert), ul. Białoborska 16, 04-668 Warsaw, NIP: 9521501689, REGON: 012733331.
- 2.2 Buyer – a legal person, an organizational unit without legal personality and a natural person running a business activity.
- 2.3 Payment date – the day on which payment for goods or services becomes due.
- 2.4 Goods – movables, services, commodities that are to be sold under the sales contract between the Seller and the Buyer
- 2.5 Order – an offer to purchase products submitted by the Buyer in writing, delivered in person, by letter, courier or e-mail, containing at least: name and specification of the ordered product, quantity, Buyer's details needed to issue a VAT invoice as well as company details, phone and address for contact purposes, method, date and place of collection of the ordered products.
- 2.6 Order Confirmation – a written statement from PC Print on the acceptance of the order, submitted to the Buyer.

3. OFFER AND ORDERS

- 3.1 Information posted on the Seller's website in catalogues, brochures, leaflets, advertisements and other publications – does not constitute an offer within the meaning of the Civil Code, even if it is provided with a price. Publications relating to products offered by PC Print are for informational purposes only, whereas designs and samples issued by PC Print are of illustrative and exhibition-related nature. Detailed technical data provided in publications may be changed at any time.
- 3.2 In order to effectively conclude a sales contract, the Buyer needs to place an order and PC Print needs to confirm it in writing (in the form of an e-mail, by letter sent to the

company's registered office address, by e-mail). Written order confirmation means that PC Print has received the order and accepted it for completion. Placing of an order by the Buyer does not bind PC Print and the lack of PC Print's response does not mean that the order has been tacitly accepted.

- 3.3 If an order relates to a previously presented offer, a number of this offer must be included in the order. In the event of failure to refer to the offer number, PC Print will not be liable for any price inconsistencies on the VAT invoice, non-availability of goods, or inconsistencies in specific parameters of goods described in the original order.
- 3.4 Cancellation of the order by the Buyer is allowed only in exceptional situations, after prior written agreement of the terms of cancellation of the order with PC Print. PC Print stipulates the right to charge the Buyer with the actual costs incurred by the time of cancellation.
- 3.5 Any technical advice provided by PC Print is for information purposes only and does not result in any liability arising on the part of PC Print.
- 3.6 If the inability to perform the service by PC Print resulted from force majeure, the Buyer is not entitled to any claim for compensation for damage resulting from non-performance or untimely performance of the contract.
- 3.7 The terms of sale, such as: purchase prices, payment deadline and conditions, delivery method, etc., are agreed individually with the Buyer.
- 3.8 A description of the quality of goods delivered by PC Print is exclusively and definitively specified in relevant Specifications.
- 3.9 An offer validity period is each time specified in an offer and is counted from the day following the day on which an offer was made.

4. DATES AND CONDITIONS OF DELIVERIES

- 4.1 Delivery by PC Print on the agreed date depends on timely receipt by PC Print of all documents from the Buyer, as well as compliance by the Buyer with the agreed payment terms and other obligations. In the event of untimely compliance with the above-mentioned obligations by the Buyer, the Delivery date shall be extended accordingly.
- 4.2 In a situation where the delay in Delivery is due to force majeure, such as: mobilization of troops, war, strike, lockout, weather conditions, epidemics or other similar events beyond the control of PC Print, the Delivery date shall be extended accordingly.
- 4.3 In addition, in the cases described in sections 4.1 and 4.2 of the GTCS, PC Print shall be released from liability for delayed delivery.
- 4.4 The Buyer's claims relating to damages caused by untimely Delivery, as well as claims for compensation due to non-performance of the Contract (Delivery) shall be

- excluded in all cases of delayed Deliveries, even after the expiry of the Delivery date determined the Buyer. This exclusion shall not apply in cases where liability results from statutory regulations and at the same time cannot be limited by agreement of the Parties.
- 4.5 The Buyer has the right to withdraw from the Contract only to the extent that PC Print is responsible for the delay in the Delivery and only if the Buyer has previously specified an additional date for Delivery and made a stipulation that the Buyer will not accept the Delivery after that date, and that date has expired. The foregoing does not mean the transfer of the burden of proof regarding the damage suffered by the Buyer onto PC Print.
 - 4.6 PC Print stipulates the right not to complete or to suspend completion of the order in the event that the Buyer has outstanding overdue liabilities towards PC Print and in the event of exceeding the credit limit granted.
 - 4.7 PC Print has the right to require the Buyer to declare in a reasonable time whether the Buyer resigns from the Delivery due to its delay or demands the Delivery to be made. The Buyer's declaration of withdrawal from the Contract should be submitted by the end of the day following the expiry of the additional Delivery date, determined according to section 4.4.
 - 4.8 PC Print shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims due to delivery errors or delays caused by actions of the shipping company.
 - 4.9 All benefits and burdens related to the goods as well as the danger and risk of their loss, destruction or other accidental damage shall be transferred onto the Buyer upon release of the goods from the PC Print warehouse. The foregoing shall also apply when: the delivery is made at the expense of PC Print or when the delivery is at the expense of the Buyer or is carried out using the Buyer's means of transport, and when the delivery is sent or picked up at a location other than the Place of Delivery.
 - 4.10 Immediately after receiving the goods and before accepting them, the Buyer is obliged to check each shipment, in particular to check its condition, quality, quantity, range, type of core for compliance of the delivered goods with the order as well as whether the goods have not been damaged during transport. In the event of any irregularities, the Buyer is obliged to draw up a suitable report and then, within 24 hours from receiving the shipment, to notify PC Print and the carrier about these irregularities in a written form. A complaint can be made on the basis of: a non-compliance report, damage report, bill of lading, copy of the purchase invoice. PC Print stipulates the right to check the reported damage at the place of delivery. PC Print is not responsible for any non-compliance of the delivery with the order, if it is discovered and reported by the Buyer after the Buyer has accepted the goods.

- 4.11 PC Print shall not be liable for consequences, defects, costs, etc. resulting from the Buyer's use in production of the goods in respect of which any irregularities and non-compliance with the order were discovered at the time of acceptance thereof.
- 4.12 PC Print does not guarantee the delivery date of the goods and shall not be liable in this respect towards the Buyer or third parties. Its confirmation of the shipment date is for information purposes only and failure to meet it may not constitute grounds for filing any claims in this respect against PC Print.
- 4.13 The Buyer is not entitled to withdraw from the concluded contract, including the order placed with PC Print, which relates to a non-prefabricated item, manufactured according to the Buyer's specification or serving to satisfy its individual needs, or produced on a special order of the Buyer. This also applies to Contracts concluded or Orders placed outside the company's premises or remotely.
- 4.14 The Buyer undertakes to select the entire product buffer (including foil), all codes/indexes of the Buyer's products that are in the PC Print stock, within 14 calendar days, counted from the dates of respective deliveries, if such dates have been agreed.
- 4.15 In the event of the Buyer's failure to meet the conditions described in section 4.12 or the Buyer's failure to collect the ordered goods (regardless of the reason), the Buyer automatically agrees that PC Print will invoice and send all the outstanding goods. At the same time, the Buyer confirms that the goods sent and invoiced by PC Print will be accepted by the Buyer and the invoices will be paid on time. The rules specified in section 3.6 of these GTCS shall also apply.
- 4.16 If the Buyer fails to comply with the provisions of sections 4.5 and 4.6, the Buyer agrees that PC Print will invoice all the uncollected goods.
- 4.17 PC Print shall retain the ownership title to the goods sold, which has such effect that PC Print is the owner of the goods until full payment of the amount due for the goods received and other payables resulting from the sales contract, regardless of the place of storage or installation in other items.
- 4.18 At the moment of initiating bankruptcy or composition proceedings in relation to the Buyer, the Buyer is obliged to mark the goods in a manner demonstrating the existence of the title retention for the benefit of PC Print. In the event of seizure of the goods owned by PC Print in the course of enforcement proceedings carried out with regard to the Buyer's assets, the Buyer is obliged to immediately notify PC Print thereof and to cooperate, by all available means, in the exercise of PC Print's rights towards the entity making the seizure of the goods. If requested by PC Print, the Buyer is obliged to immediately provide all information on where the goods subject to the title retention are stored.
- 4.19 If it is not possible to make the agreed Delivery for reasons beyond the control of PC Print, PC Print is entitled to perform Deliveries equivalent in terms of quality and price

to the ordered Delivery (Replacement Deliveries). PC Print shall immediately notify the Buyer of the inability to deliver. If it is not possible to make a Replacement Delivery, PC Print shall have the right to withdraw from the Contract/Delivery, of which the Buyer will be informed accordingly.

5. TERMS OF PAYMENT AND PRICES

- 5.1 Payments are made by the Buyer solely on the basis of invoices issued by PC Print.
- 5.2 Payments resulting from invoices issued by PC Print are due on the date specified in the invoice. Payment deadlines are counted from the date of service completion, i.e. the date of dispatch of the goods.
- 5.3 The prices quoted are net prices. The prices will be increased by a VAT rate applicable at the time of Delivery. When issuing invoices in PLN, prices in foreign currencies shall be converted into PLN at the selling rate of a given currency announced by the National Bank of Poland on the invoice issue date (Table C).
- 5.4 The prices quoted are Ex Works PC Print prices in accordance with Incoterms 2020 (EXW PC Print).
- 5.5 In the event of different arrangements agreed between the Parties, the price of the goods is the price resulting from the order confirmation.
- 5.6 The Buyer is obliged to pay the amounts due for the sale of the goods by the date specified in the invoice.
- 5.7 The date of payment is considered to be the date the payment is credited to PC Print's bank account specified in the invoice or the date of making payment in cash.
- 5.8 In the event of late payment, PC Print is entitled to charge interest and demand prepayment for goods from subsequent orders already accepted for completion. Interest shall be charged at a maximum rate of twice the statutory interest specified in Article 359 of the Civil Code. Pursuant to Article 481 of the Civil Code, statutory interest for delay is equivalent to the sum of the reference rate of the National Bank of Poland and 5.5 percentage points.
- 5.9 Maximum interest for delay shall be calculated from the day following the day on which the payment deadline expired.
- 5.10 In the event of failure to meet the payment deadline, the Buyer is obliged to pay to PC Print, in addition to the principal amount and interest, an amount equal to the justified costs of debt collection incurred by PC Print, including in particular: costs of call for payment, costs of debt collection services, etc.
- 5.11 Offsetting of the Buyer's liabilities towards PC Print, except for the contractual deduction agreed between the Parties, is hereby excluded.

- 5.12 If the Buyer exceeds the payment deadline for the delivered goods, resulting even from one invoice, PC Print has the right to immediately demand payment of all invoices whose payment deadlines have not yet expired and in respect of which goods have been released.
- 5.13 PC Print may determine a credit limit for the Buyer. The limit will be calculated on the basis of relevant documents (financial, property-related) and other data, including information on commercial cooperation, provided to PC Print. With the consent of the Buyer, PC Print may disclose the financial data to the company Insuring receivables in order to determine the credit limit.
- 5.14 Any complaints or other claims of the Buyer shall not release the Buyer from timely payment of amounts due.
- 5.15 Rules for issuing and sending invoices in electronic form:
- 5.15.1 The Regulation of the Minister of Finance of 14 July 2005 (Journal of Laws of 2005, No. 133, item 1119) is the legal basis for issuing and sending invoices in electronic form,
- 5.15.2 PDF (Portable Document Format) is the format of an electronic invoice.
- 5.15.3 To use the e-invoice service, the Buyer must:
- have full legal capacity;
 - have an active e-mail account enabling receiving e-mail and should immediately notify PC Print of a change in the account.
- 5.16 Filing of a complaint shall not release the Buyer from the obligation to pay for the goods in due time.
- 5.17 The issuing of a correcting invoice shall be equivalent to the end of the complaint process or the goods return procedure, and also be an official confirmation of acceptance of the conditions entitling to correction. Issue of a correcting invoice by PC Print shall be equivalent to the Buyer's acceptance of the correction and the possibility of reducing the VAT tax base. In the event of reservations regarding the correcting invoice issued, the Buyer shall notify PC Print of its reservations within 2 days. Failure to raise objections within 2 days shall be equivalent to acceptance of the correcting invoice.

6. RETENTION OF OWNERSHIP TITLE

- 6.1 Delivered goods ("Secured Goods") shall remain the property of PC Print until all claims of PC Print arising from these business relations are properly satisfied by the Buyer.
- 6.2 During the period when PC Print retains the title to the Secured Goods, the Buyer has no right to pledge the secured goods or use them as a collateral. In the event of seizure

- of the secured goods or other actions or intervention of third parties relating to the Secured Goods, the Buyer is obliged to immediately notify PC Print thereof in writing.
- 6.3 The sale of the Secured Goods by the Buyer in the ordinary course of business is permitted only in business-to-business relations and under condition that the Buyer receives payment from its client or reserves the title so that the ownership of the Secured Goods is transferred only after payment is made by that client.
- 6.4 The ownership title of PC Print relating to the Secured Goods shall not expire as a result of the processing or using of the product in the Buyer's enterprise in which the Secured Goods are used ("End Product"). The ownership title of PC Print regarding the Secured Goods passes onto and continues in the End Product. PC Print shall become a co-owner of the End Product up to the share of the Secured Goods in the value of the End Product.
- 6.5 Upon termination of the Contract, the Buyer shall assign onto PC Print any claims due to the Buyer as a result of resale (sale) or processing of the Secured Goods towards his customers in the amount corresponding to PC Print's claims towards the Buyer under the Delivery.
- 6.6 If the Buyer fails to comply with its obligations and in particular is in arrears with payments, after the expiry of the period in which the Buyer is obliged to remedy the breach of the Contract, PC Print is entitled to terminate the Contract (if there is such Contract) and seize the Secured Goods. The Buyer is obligated to return the Secured Goods to PC Print.
- 6.7 PC Print's use of the retained ownership title and related seizure of the Secured Goods does not require PC Print to terminate the Contract. The above-mentioned actions or seizure of the Secured Goods shall not constitute a termination of the Contract by PC Print, unless expressly stated by PC Print.

7. GUARANTEE

The liability of PC Print for physical defects is ultimately determined in the following provisions:

- 7.1 The quality of goods is ultimately described in relevant Specifications applicable to each product. PC Print shall not be liable for defects relating to features not described in detail in the technical specifications ("Specifications").
- 7.2 The Buyer is solely liable for checking whether the product purchased from PC Print is fit for its intended use.
- 7.3 Before selecting the type of product, the Buyer should conduct application tests using its own devices and in conditions corresponding to the production conditions prevailing at the Buyer's. Any application tests performed on PC Print devices cannot

constitute the basis for considering that a given type of a product is suitable for the Buyer's intended use.

- 7.4 In the case of Deliveries of products whose parameters are non-compliant with those described in the relevant Specification in force at the time of transfer of risk, PC Print shall at its option either repair or re-deliver the goods at no additional charge. PC Print is also entitled to withdraw from the contract.
- 7.5 In the event that the Re-performance fails, the Buyer may, without prejudice to other claims for compensation, withdraw from the Contract. Claims relating to defects shall expire after twelve months. The rules of law relating to the suspension of time limits or the resumption of time limits remain unchanged.
- 7.6 The Buyer shall, without undue delay, notify PC Print in writing of a defect. The defect notification should contain all the data required in the PC Print complaint procedure.
- 7.7 Claims relating to defects cannot be filed in the event of minor deviations from the agreed quality, minor disturbance in use, normal wear and tear or defects that arise after the transfer of risk and that result from incorrect or negligent handling of the product, excessive load, inadequate production equipment or resources handling it, or the impact of other specific external factors.
- 7.8 The Parties exclude liability under the warranty for physical and legal defects of items.
- 7.9 Filing of a complaint, as well as a delay in the delivery of goods for reasons attributable to the Buyer shall not postpone the payment deadline resulting from the issued invoice.

8. COMPLAINT PROCEDURE

- 8.1 Both in the case of deliveries organized by PC Print through a shipping company or with its own means of transport, as well as deliveries organized by the Buyer through a shipping company or with its own means of transport, the Buyer is obliged to immediately after receiving the goods and before accepting them, check each shipment, in particular check its condition, quality, quantity, assortment and type of core in terms of compliance of the delivered goods with the order, as well as whether the goods have not been damaged during transport.
- 8.2 In the event of any irregularities, the Buyer is obliged to take all necessary steps to secure the right to compensation, including to prepare an appropriate report, and then within 24 hours from the receipt of the shipment, to submit a written notification to PC Print and the carrier. Complaints can be submitted on the basis of: a non-compliance report, damage report, bill of lading, copy of the purchase invoice.
- 8.3 PC Print shall not be liable for consequences, defects, costs, etc. resulting from the Buyer's use in production of the goods in respect of which any irregularities and non-compliance with the order were discovered at the time of acceptance thereof.

- 8.4 In the event of hidden defects of the goods, i.e. those that could only be discovered during operation, the Buyer is obliged to immediately submit a complaint.
- 8.5 Complaints are submitted according to the following procedure applicable at PC Print. In the manner agreed with PC Print, the following should be provided:
 - 8.5.1 A completed Complaint Form (available at the PC Print Customer Service Department),
 - 8.5.2 A copy of the purchase invoice,
 - 8.5.3 The product covered by the complaint (in the case of foil – on original cores) with original labels – in an amount that enables carrying out tests at the manufacturer's,
 - 8.5.4 A base with the effect of embossing,
 - 8.5.5 A base on which the product may be tested.
- 8.6 PC Print shall consider the complaint within 30 working days from the date of delivery of all necessary materials, except when the goods subject to the complaint are sent to the manufacturer. In this case, due to the occurrence of reasons beyond the control of PC Print, the time for consideration of the complaint may be extended.
- 8.7 Liability of PC Print relates only to the product and not to the consequences of using it. Before commencing production, the Buyer is obliged to carry out its own tests and determine whether the product proposed by PC Print meets the requirements for which it was purchased. If the product is used contrary to its intended use, complaints will not be acknowledged.
- 8.8 The Buyer shall lose the right to make a complaint if, upon receipt of the delivery of goods, it failed to examine delivered goods and in the event of a defect or non-compliance with the order, it failed to immediately notify PC Print of this fact. When collecting the delivery, the Buyer is obliged to check whether the quantity and type of the goods received comply with the order, and the consequences of the Buyer's negligence in this respect shall not be borne by PC Print.
- 8.9 Liability of PC Print shall not include reimbursement of additional costs incurred by the Buyer, such as production costs, raw materials, machine downtime, transport, testing, lost profits. In particular, PC Print is not obliged to cover losses resulting from the Buyer's failure to ensure supervision over the logistics process, production, quality control or the Buyer's deliberate production of products with visible defects.
- 8.10 Provisions of sections 8.1 to 8.7 shall apply accordingly to any legal defects.
- 8.11 The Buyer's claims against PC Print, in particular relating to damages caused by legal defects, which go beyond the scope or are different from the claims specified in articles 6 and 7, are hereby excluded.

9. BUYER'S OBLIGATIONS

- 9.1 The Buyer is responsible for the use and transfer of the ownership title to the design, logos, trademarks, holograms, embossing tools and other elements deemed as creative, provided to PC Print by the Buyer, regardless of the type of data carrier.
- 9.2 The Buyer undertakes to indemnify PC Print against any related third-party claims.
- 9.3 The Buyer is not entitled to withdraw from a contract concluded outside the company's premises or remotely, including from an order placed at PC Print, which relates to a non-prefabricated item, manufactured according to the Buyer's specifications or serving to satisfy its individual needs, or produced on a special order of the Buyer.

10. OTHER CLAIMS FOR COMPENSATION

- 10.1 Any Buyer's claims for compensation, except for those specified in these Terms and Conditions and in the contract, are excluded regardless of whether they arise from contractual or tort liability.
- 10.2 PC Print offers guidelines and advice on product applications in good faith, without incurring any liability towards the Buyer. The Buyer shall not be released from the obligation to check the suitability of the product for its intended use and is solely responsible in respect. The foregoing shall also apply when PC Print is aware of how the goods will be used by the Buyer.
- 10.3 To the extent that the liability of PC Print under article 9 is excluded or limited, the exclusion or limitation shall also apply to the personal liability of employees, staff, service personnel of PC Print, as well as other agents and representatives of PC Print.
- 10.4 If the Buyer is entitled to claim for compensation, such claims shall expire with the expiry of the guarantee period.

11. CONFIDENTIALITY

- 11.1 Without a written consent of the other Party, the Parties to the Contract are not allowed to provide third parties with documents, know-how and information, products, tools, dies, samples, models, profiles, drawings, data sheets, manuscripts and other technical documentation, regardless of the type of carrier, or use such Information for purposes other than those covered by the Contract or an order placed. The foregoing shall not apply to Information that at the time of its receipt is generally known or was already known to the receiving party without any obligation to maintain confidentiality, or which was provided by a third party or was created by the receiving party.



11.2 If the information mentioned in section 11.1 has been provided by PC Print to the Buyer and the Contract or an order placed has not been completed, all the information provided should be returned to PC Print without undue delay. In such a situation, the right of retention on the Buyer's side is hereby excluded.

12. JURISDICTION AND APPLICABLE LAW

12.1 The court competent to consider disputes between PC Print and the Buyer arising from the Contract/Order shall be the court competent for the registered office of PC Print.

12.2 Polish law is the only applicable law.