

## **General Terms and Conditions of Sale Interprint Polska Sp. z o. o.**

### **I. General.**

#### **1. Glossary:**

- a. GTCS: General Terms and Conditions of Sale,
- b. Interprint: Interprint spółka z o.o. (*Ltd.*) with the registered office in Ozorków, ul. Adamówek 37a, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź Śródmieście in Łódź under the KRS no. 72922,
- c. the Buyer: Entrepreneur buying the Goods offered by Interprint,
- d. the Goods: articles included in the Interprint products range,
- e. the Order: an offer made by the Buyer to purchase the Goods,
- f. the Sales Contract: the accepted Order from the Buyer for the purchase of the Goods of a specified product range, quantity and price,
- g. Incoterms: Incoterms 2020 trade terms published by the International Chamber of Commerce in Paris.
- h. Trade credit - the possibility granted by Interprint to the Buyer to make a deferred payment after the Goods have been collected by the Buyer.

2. Information relating to the Goods and their use, including weights, package dimensions and volumes, colours and other data contained in Interprint's catalogues, brochures, flyers, advertisements and illustrations, shall not form part of the Sales Contract unless expressly referred to in the Sales Contract.

3. Interprint's obligation shall not include any performance other than the delivery of the Goods subject to the Contract between the Parties to the Buyer and the transfer of title to these Goods onto the Buyer in exchange for the sales price, unless otherwise agreed in writing by the Parties.

### **II. Orders.**

1. The Buyer shall order the Goods in writing or by electronic means and Interprint undertakes to sell the Goods to the Buyer to the best of its capabilities, in the quantities and at the times specified in the accepted Order.

2. Orders should be submitted by the Buyer in writing or by e-mail. The date of the order is the date on which Interprint receives the order. If this is a bank holiday or if the Order is received after 4:00 p.m. Polish time, the date of receipt will be the next working day.

3. Upon receipt of the Order, Interprint shall accept the Order, accept the Order subject to changes, or refuse to accept the Order.

4. In the event that Interprint accepts the Order, Interprint will confirm the Order by e-mail. The Contract is concluded at the moment of Order confirmation.

5. In the event that the Order is accepted subject to changes, Interprint will inform the Buyer of the reservations by e-mail. The Buyer should immediately inform Interprint of the acceptance or non-acceptance of the reservations. Upon the acceptance of the reservations, Interprint will send the order confirmation to the Buyer.

6. If Interprint does not confirm the Order or if the Buyer does not accept the reservations, the Sales Contract will not be concluded.

7. The deadline for loading the Goods specified in the Order may not be shorter than 3 (three) working days from the date of the Order, unless the Goods are prepared to the Buyer's special order (in which case the loading date is agreed separately). If the Buyer does not use a trade credit, the deadline for loading shall begin on the next working day after Interprint's receipt of the total price for the ordered Goods.

8. If, after the conclusion of the Sales Contract, the Buyer cancels the order for the Goods, this shall not relieve it of the obligation to pay the price for the Goods. In case the price has been paid in advance, Interprint shall not be obliged to refund the price.

### **III. Price, Payment Terms**

1. Unless otherwise agreed, the price of the Goods shall be understood as FCA Ozorków for road transport. It is possible to execute the Order according to other INCOTERMS terms, in particular EXW, DDU or DAF, if the Parties so agree in writing.

2. The date of payment will be the date the Interprint's bank account is credited with the relevant amount.

3. If the Buyer, for reasons not attributable to Interprint, fails to collect the Goods that have been specially customised for the Buyer within the agreed deadline, the price and other compensation will have to be paid, as if the Goods had been delivered in accordance with the Purchase Order.

4. Any reservations, remarks or complaints made by the Buyer and examination thereof shall not affect the payment date.

5. In the case of overdue payments, non-payment of interest for late payments or exceeding the granted trade credit limit by the Buyer, Interprint has the right to suspend the performance of further orders until the overdue payments are received.

6. Unless otherwise agreed, the Buyer is obliged to make an advance payment.

7. If a trade credit has been agreed in the Sales Contract, the Buyer is obliged to pay the price and all other amounts due to Interprint in relation to the sale of the Goods within 30 days after invoice date. The trade credit will be granted provided that Interprint's claims for payment of the price and any other amounts due to Interprint in connection with the sale of the Goods are duly secured.

8. In the event of granting a trade credit, Interprint's claim for payment of the price will be secured by: insurance bond issued by an insurance company approved by Interprint, a documentary letter of credit, or any other security agreed to in writing by the parties.

9. Interprint may unilaterally change the terms of the granted trade credit at any time, provided that the change does not affect the already accepted orders.

10. In the event of a delay in payment of the price for the delivered Goods, the Buyer will pay interest in the amount resulting from the act on payment dates in commercial transactions.

#### **IV. Packaging, Loading**

1. Unless otherwise agreed, Interprint sells the Goods in standard packaging, depending on the Goods type, in accordance with company standards.
2. The packaging should protect the Goods during transport and storage in the conditions which are required for the Goods being delivered.
3. The cost of packaging other than standard packaging shall be borne by the Buyer, in case the Buyer has requested such non-standard packaging.
4. In the case of export or intra-Community delivery of the Goods, the Buyer is obliged to immediately (no later than 30 days from the date of loading the Goods) provide Interprint with the documents required by tax regulations confirming that the Goods have been exported from the territory of Poland. In the event that the documents confirming the export of the Goods from the territory of Poland are not submitted within this deadline, Interprint has the right to claim a contractual penalty from the Buyer in the amount equivalent to 23% (twenty three percent) of the gross value of the entire delivery covered by the given Order, while retaining the right to claim compensation for the damage in line with generally applicable law in the amount exceeding the contractual penalty.

#### **V. Acceptance, Complaints, Warranty**

1. Interprint is liable for damage to the Goods due to inadequate packaging and will reimburse the Buyer for any costs incurred as a result of the Goods being delivered to the wrong address, should this occur for reasons attributable to Interprint.
2. The Buyer is obliged to inspect, in particular, the condition of the delivery (cargo) and the quality, quantity and assortment of the delivered Goods immediately after the delivery (release) and to make a note of this on the consignment note or other proof of delivery; to immediately notify the carrier (in accordance with the applicable transport regulations) and Interprint in writing of any reservations (complaints) in this respect and to allow an Interprint representative to inspect the intact Goods within a reasonable period of time.
3. If, due to the type of packaging, the quantity and the characteristics of the Goods or for any other reason, it is objectively not possible to inspect the Goods upon receipt, the Buyer or its authorised person should at least inspect the consignment note, the quantity and condition of the packaging, the labelling data on the packaging and any externally visible losses or damages. A full examination of the condition of the Goods should take place within ten days from the date of delivery of the Goods to the Buyer.
4. Complaints regarding the quantity and quality of the delivered Goods should be reported to Interprint no later than fourteen days after the Goods have been delivered to the Buyer. After the expiration of that date the complaints will not be examined. This does not apply to hidden defects in the Goods.
5. For the purpose of the complaint procedure, the date of the Goods' delivery is the date on which the Goods are received in the warehouse of the Buyer or of the person designated by the Buyer.
6. Interprint provides a guarantee as to the quality of the Goods sold. Unless the Parties expressly agree otherwise, warranty claims shall expire:
  - a. in the case of decorative paper – one year after the Goods are handed over to the Buyer by Interprint;
  - b. in the case of finish foil – six months after the Goods are handed over to the Buyer by Interprint.

Interprint is obliged to remove the physical defect of the Goods or to deliver the Goods free of defects, provided that such defects become apparent within the period specified above.

Interprint's liability under *the warranty* covers only defects caused by causes inherent in the Goods.

In the remaining scope, the provisions of Polish law will apply.

## **VI. Responsibility**

1. Interprint's liability related to the conclusion of the Sales Contract or the sale of the Goods, irrespective of the title of this liability, shall not include any compensation for damages relating to any anticipated benefits, lost profit, loss of reputation, etc.

2. Interprint's liability in connection with the conclusion of the Sales Contract or the sale of the Goods, irrespective of the title of this liability, cannot in total exceed the net price of the Goods delivery that is affected by the circumstances giving rise to Interprint's liability.

## **VII. Retention of Title**

1. The Goods shall remain the property of Interprint as long as the Buyer has not paid in full for the Goods.

2. The Buyer is entitled to process and sell the Goods subject to the following conditions:

- a. the Buyer's right to process the Goods shall terminate in the event of deterioration in the Buyer's financial circumstances or if a bankruptcy or composition proceedings are filed against its assets.
- b. by processing the Goods the Buyer does not acquire the title to the Goods. If the Goods are developed, mixed or modified using other items, then Interprint acquires co-ownership in this new item in portion in which the value of the goods subject to processing remains in relation to the processed Goods.
- c. The Buyer thereby assigns the receivables and all ancillary rights resulting from the resale of the Goods (even if the Goods are developed, mixed or modified and Interprint has gained co-ownership of them). Interprint agrees to this assignment at a fractional ratio to the invoice value of its Goods subject to retention of title against the value of the processed Goods. If the Buyer has sold this receivable under true factoring with Interprint's consent, then the Buyer shall assign the receivables against a factorer taking its place to Interprint and transfers the proceeds from the sale to Interprint.
- d. Interprint shall not collect the transferred receivables as long as the Buyer meets their payment obligations. The Buyer is, however, obliged to provide Interprint upon request with an exact list of the receivables to which Interprint is entitled, including the address of the payee, the amount of the respective receivables, the date of invoice, etc., to provide information about the assignment and to provide the necessary information for seeking the collection of the assigned receivables. The Buyer has the right to collect the receivables as long as Interprint does not give any other instruction. The Buyer authorises Interprint, as soon as the Buyer is in default of payment or its financial situation substantially deteriorate, to inform the payees of this assignment and to collect the receivables itself. In such a case, Interprint may request to be allowed to verify the amount of the assigned receivables by its designated person on the basis of the Buyer's accounts. The amounts resulting from the assigned receivables are to be remitted separately.

3. The retention of title also applies when individual Interprint receivables are transferred to the current Interprint account and the balance is drawn and acknowledged. Interprint is entitled to the retention of title not only in relation to recognised and abstract final balance, but also to the conditional balance.

4. *The Seller shall release fully paid deliveries if the security existing as a result of the retention of title exceeds the guaranteed receivables by 20%.*

Lien or transfer of title to the Goods and factoring are not permitted unless Interprint has expressly agreed to this in writing. Interprint must be informed immediately of any attachment of the Goods, including of the creditor by which the attachment is made.

5. The Buyer is obliged, as soon as it suspends payments and immediately after notification of the suspension of payments, to provide Interprint with a list of the Goods subject to retention of title which it still has in its possession, *also if it has developed them, as well as a list of the dues of the debtors, debtor together with copies of accounts.*

6. The Seller may satisfy its claims with the recovered Goods subject to retention of title by selling them itself. The Buyer is obliged to keep these Goods at Interprint's disposal and is obliged to insure them against at least the following risks: fire, direct lightning strike, explosion, implosion, aircraft crash, flooding, flood, hurricane, heavy rain, including burglary and robbery. The Buyer assigns its claims for damages of the type mentioned in sentence 2 against insurance companies and other persons obliged to substitute it, to Interprint, which accepts the assignment to the extent of its claims.

If Interprint recovers the Goods under the retention of title, the withdrawal from the contract will be effective only if it results from Interprint's statement.

#### **VIII. 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 include the events which hinder the performance of the parties' obligations set out in the contract, which occurred or became known to the parties after the conclusion of the contract, which could not have been foreseen at the time of the conclusion of the contract, which cannot be overcome and which are external to the activities of the parties, in particular such as: flood, fire, earthquake and other natural phenomena, as well as war and acts of war, blockades, actions of state authorities, as well as other circumstances arising after the signing of the contract, which are beyond the control of the parties (with the exception of overdue payments and payment dates resulting from this contract). The time limits for the performance of obligations shall be postponed to a date after the cessation of the aforementioned circumstances. The party that is prevented from the performance of its obligations due to the aforementioned reasons shall immediately inform the other party in writing of the occurrence of the aforementioned circumstances as well as of the cessation of these circumstances.

3. The Party that cannot fulfil its obligations for the reasons listed in clause 13.1. should, no later than within 3 (three) working days of their occurrence, inform the other Party in writing of their occurrence as well as of the cessation of these circumstances.

4. The relevant certificate from the Chamber of Commerce and Industry or other competent authority of the relevant country shall constitute sufficient evidence for the suspension of performance.

5. The occurrence of force majeure circumstances shall not relieve the Buyer of its obligation to pay for Goods received prior to the occurrence of such events.

#### **IX. Final provisions.**

1. The Buyer will immediately notify Interprint of any complaints addressed to the Buyer by customers or any third parties which refer to the delivered Goods or any related intellectual property rights or which may involve Interprint's liability.
2. All disputes arising in connection with the conclusion, performance or non-performance of the Sales Contract or relating to the GTCS will be settled by the courts of material jurisdiction in Łódź, Poland.
3. In the case of discrepancies between the provisions of GTCS and the provisions of the Sales Contract, the provisions of the Sales Contract shall prevail.
4. GTCS and the Sales Contract shall be governed by Polish law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 1980 and the United Nations Convention on the Limitation Period in the International Sale of Goods of 1974.
5. Any and all changes to the GTCS and the Sales Contract shall be null and void unless made in writing.