

GENERAL TERMS OF COOPERATION FOR THE COMPANY FLEKSOGRAF STUDIO PREPRESS MALENGOWSKA K. MALENGOWSKI SP. JAWNA

§ 1 GENERAL PROVISIONS

§ 1.1

The General Terms of Cooperation define the rules for cooperation, including sales agreements or service provision agreements (hereinafter referred to, jointly or separately, as “Products”), between the company FLEKSOGRAF STUDIO PREPRESS M. MALENGOWSKA K. MALENGOWSKI SP. JAWNA based in Drużyna, KRS no.: 0000441623, NIP:777-322-91-80, REGON: 302312912 (hereinafter referred to as the **Seller**) and other entrepreneurs – business entities (hereinafter referred to as **Buyers**).

§ 1.2

The General Terms of Cooperation (hereinafter also referred to as the “GTC”) constitute an integral part of any sales or service provision agreements concluded between the Seller and the Buyers. The GTC apply solely to agreements concluded with other entrepreneurs.

§ 1.3

The General Terms of Cooperation will be provided to the Buyer for their acceptance as an annex to the relevant agreement or offer; they will also be published on the Seller’s website (<http://www.fleksograf.com.pl/>, tab: About us/General terms of cooperation). The GTC can be provided to the Buyer for their acceptance in another manner indicated by the Seller. In cases of doubt, the placement of an order by the Buyer is considered to entail the acceptance of the GTC. In cases in which the Buyer and the Seller remain in a continuous business relationship, the Buyer’s simultaneous acceptance of both the GTC and the Seller’s offer is considered to entail the Buyer’s acceptance of the GTC for all remaining orders and concluded agreements.

§ 1.4

The Seller may suspend the release of Products if the Buyer does not provide a statement accepting the GTC. The release of the Products may be suspended until a written statement of the Buyer accepting the GTC is obtained.

§ 1.5

The GTC are a contractual agreement binding the Seller and the Buyers with regard to sales or provision of services (Products). The parties exclude the use of other contractual templates (general terms of agreements, terms of sales, contract templates, regulations, etc.) used or established by the Buyer.

§ 2 OFFERS, PRICES, COSTS

§ 2.1

The information presented on the Seller's website or in catalogues, brochures, leaflets, advertisements, or other publications does not constitute an offer as defined by the Civil Code, even if it is accompanied with a price. Publications concerning Products offered by the Seller are for information purposes only; all templates and samples are displayed by the Seller for demonstration and exhibition purposes only.

§ 2.2

An offer made by the Seller is valid for no more than 3 months from the date it was placed unless the parties agree otherwise explicitly and in writing.

§ 2.3

The Buyer may accept an offer made by the Seller only in its unmodified entirety.

§ 2.4

The Seller will be bound by modifications and/or annexes introduced by the Buyer to the placed orders and concluded agreements only if these changes are explicitly accepted by the Seller in writing or by e-mail.

§ 2.5

If the Seller and the Buyer enter into continuous long-term cooperation and conclude a separate agreement concerning Products that the Buyer plans to purchase from the Seller in a specified timeframe, the present GTC shall be binding with regard to matters unregulated by the agreement, unless the agreement explicitly states otherwise.

§ 2.6

If any rebates payable at the end of a specified term are stipulated for the Buyer, the basis for their calculation will be constituted by the net value of VAT invoices paid on time by the Buyer.

§ 2.7

The Buyer shall bear the costs of preparing any legal documentation, including documents associated with the export of the Products to the country in which the delivery of the Products is to take place, as well as the costs resulting from any payments, excise duty, taxes, custom duty, and/or permits that were unknown to the Parties at the time when the agreement between them was concluded.

§ 2.8

Unless explicitly stated otherwise in writing, the prices offered by the Seller and/or specified in the agreement between the Parties are net prices including the cost of transporting the Products to the Buyer. However, the prices do not include the costs of packaging (if present) – such costs shall be settled separately.

§ 2.9

The Seller is entitled to change the prices of the offered Products if exceptional changes in production costs occur.

§ 3. TERMS OF CONCLUDING AGREEMENTS AND DELIVERING PRODUCTS

§ 3.1

In order for an agreement concerning Products to be valid, the Buyer must place the order, and the Seller must confirm the order in writing, by fax, or by e-mail. The Seller is not bound by the order placed by the Buyer; lack of the Seller's response does not indicate their tacit acceptance of the order.

§ 3.2

The Buyer places the order in writing or by e-mail sent to one of the following addresses: biuro@fleksograf.com.pl, fleksograf@fleksograf.com.pl, przygotownia@fleksograf.com.pl. The order should include the Buyer's precise name and address, the type and number of Products ordered, the date and location of delivery, the form and date of the payment agreed upon with the Seller, and other elements indicated by the Seller; if the order is made in writing, it should include the company seal, and it should be signed with the name and surname of a person authorized to place orders on behalf of the Buyer; if the order is made by e-mail, it should be sent from an e-mail account belonging to a person authorized to place orders on behalf of the Buyer.

§ 3.3

The Seller may accept the order in its entirety or in part. Moreover, the Seller reserves the right to make partial deliveries of the ordered Products. The Buyer undertakes to receive such deliveries. The order confirmation issued by the Seller – in writing, by fax, or by e-mail – specifies the number and type of contracted Products, their price, and the date of delivery.

§ 3.4

The Seller reserves the right to deliver between 90% and 110% of the Product amount or weight, to which the Buyer hereby agrees. The Buyer shall pay for the actual amount or weight of the Products delivered.

§ 3.5

If advance payment – based on a pro forma invoice issued by the Seller – is stipulated as the form of payment in a separate agreement, the terms of delivery agreed upon are applicable only after the full advance payment is registered on the Seller's bank account.

§ 3.6

The Seller shall make their best effort to deliver the Products on time. The Seller is bound by the delivery date only after confirming the date in writing or by e-mail. The Buyer is obliged to receive the Products on the scheduled date. If the delivery date is not confirmed in writing or by e-mail, the Seller shall make their best effort to prepare the Products for collection, with

consideration to the interests of the Buyer.

§ 3.9

The benefits and burdens associated with the item (Product) and the risk of the item's accidental loss or damage are passed on from the Seller to the Buyer when the Products are delivered.

§ 3.10

The location of service provision by the Seller, i.e., the place of Product delivery, is the location where the Product is unloaded. This rule does not apply to situations in which the Products are not transported by means provided by the Seller; in such situations, the location of service provision by the Seller is the Seller's warehouse/facility.

§ 3.11

Returnable packaging that can be recycled and reused remains the property of the Seller and should be returned to the Seller cleaned, emptied, securely closed, and in good technical condition unless otherwise agreed. The costs of collecting the packaging are born by the Seller, but it is the Buyer that prepares the returnable packaging to be sent back.

§ 3.12

Returnable packaging should be returned to the Seller within 60 days from Product delivery. After this date, the Buyer is obliged to pay the Seller for the unreturned packaging in the amount equal to the price for which it was purchased by the Seller. The payment will be made based on an invoice issued to the Buyer by the Seller.

§ 3.13

Unreturnable packaging remains the property of the Buyer, who is responsible for and bears the costs associated with its subsequent use or disposal.

§ 4. TERMS OF PAYMENT

§ 4.1

The Buyer is obliged to pay for the Products without deductions in accordance with the VAT invoice issued by the Seller and in particular in accordance with the price, currency, and payment deadline specified on the invoice. During or before the delivery of the ordered Products, the Seller is entitled to demand the payment of a part or the entirety of the price based on a pro forma invoice.

§ 4.2

The date of payment by the Buyer is the date on which the payment arrives on the bank account of the Seller. If the payment is made in cash, it is considered to be made on the day on which the Seller confirms the reception of the cash payment.

§ 4.3

Unless otherwise agreed, the Seller is entitled to issue VAT invoices at their own discretion after the partial or complete delivery of the Products. In this case, the VAT invoices will pertain to the amount constituting, respectively, a part or the entirety of the established selling price.

§ 4.4

If the Buyer delays the full payment of any of the VAT invoices for the ordered Products, the Seller has the right to suspend the delivery of the Products until they are paid for, or until the Buyer presents a payment guarantee or security in accordance with the Seller's instructions.

§ 4.5

If the payment of any VAT invoice for the ordered Products is delayed, the Seller is entitled, without additional notice, to demand from the Buyer maximal contractual interest for the delay. The interest for the delay is calculated from the day following the payment deadline. Regardless of the above, if any payment is delayed by more than 14 days, the Seller reserves the right to withdraw from the contract, either completely or with regard to the part that has not been executed up to this point, without setting additional deadlines for settling the payment; this right can be executed within up to two years from the day on which the contract was concluded. In the above case, the Buyer is not entitled to any claims with regard to the Seller; in particular, the Buyer is not entitled to any compensation claims. If the Buyer withdraws from the contract, they are obliged to pay a flat contractual penalty in the amount of the net value of the contract or the net value of the part of the contract which was withdrawn from and to return the delivered Products to the Seller without delay and at their own expense and risk. If the payment is delayed, the Seller is entitled to claim from the Buyer not only the primary payment with interest for the delay, but also compensation for any costs, including costs resulting from differences in exchange rates, court costs, costs of execution, and costs of legal representation. Furthermore, the Seller is entitled to claim reimbursement of the costs associated with the recovery of this payment in the amount of at least 15% of the total payment being recovered, not less than 450 zł (PLN) (100 €).

§ 4.6

The Buyer may not withhold the payment of a part or the entirety of the owed payment without an explicit approval of the Seller made in writing. In particular, submitting any claims by the Buyer with regard to the Seller, including guarantee claims, warranty for defect claims, or claims resulting from delivery delays, refusing to sign the invoice or another Product delivery document by the Buyer, or refusing to receive the Product or to unload/load it does not give the Buyer the right to withhold the payment for the Product or its part.

§ 4.7

If the parties agree on a trade credit for the Buyer, as part of which the Buyer may purchase Products from the Seller, the purchase of Products with set payment deadlines can only be done up to the credit limit. After exceeding the value of this credit limit, Products can only be purchased with cash.

§ 4.8

The Seller is entitled to cancel a previously offered trade credit immediately if payment

delays exceed 14 days. Moreover, in this situation, the Seller is entitled to cancel the established payment deadline, present the Buyer with all outstanding payments including those that are not yet overdue, and to take action to recover this debt.

§ 4.9

With regard to the Seller, the Buyer is entitled to submit a deduction statement only with the Seller's permission in writing.

§ 4.10

If the Buyer delays the payment of more than one VAT invoice, the Seller has the right to assign any payment of any VAT invoice by the Buyer firstly to interest for delays, and subsequently to receivables that are most overdue. This stipulation waives the debtor's right described in article 451 § 1 of the Civil Code act from April 23, 1964 (unified text: Journal of Laws 2017, pos. 469, as amended) hereinafter referred to as the Civil Code. Concurrently, the Seller reserves the right to make deductions resulting from other liabilities and obligations in accordance with Civil Code regulations.

§ 4.11

The Buyer undertakes to notify the Seller each time they change their seat or place of residence and correspondence address. Lack of such notification will entail that all deliveries made to the addresses indicated in the order or in contracts, trade agreements, or other documents will be considered effective.

§ 5. PRODUCT QUALITY, COMPLAINT PROCEDURE

§ 5.1

When receiving a delivery, the Buyer is obliged to make sure that the delivery is complete and the Products are undamaged. The Buyer confirms that the delivery is complete and the Products are undamaged by signing the delivery document. If Product nonconformity or damage is established, the complaint will be processed based on an appropriate note made on the transport document in the presence of the transport agent. If no such note is made, the Buyer will not be entitled to making any complaint claims concerning Product nonconformity or damage.

§ 5.2

No later than 3 days after the delivery date, the Buyer is obliged to examine the delivered Products and notify the Seller in writing about any potential defects and to present a written report from this examination together with photographic evidence; failure to do so will result in the Buyer losing the right to any complaint claims. Defects that cannot be detected during the said examination can be reported by the Buyer at a later date, but not later than 10 calendar days after the Product delivery. Reporting a defect must be done in writing and should include a report from the examination along with photographic evidence; failure to do this will result in the Buyer losing the right to any complaint claims.

§ 5.3

If the Seller recognizes the complaint, they may choose to repair the Product, exchange it to a new Product free of any defects, or agree with the Buyer on appropriate compensation. Settling the complaint in the manner described above excludes the right of the Buyer to demand any further compensation.

§ 5.4

The Buyer is obliged to store the Products to which their complaint pertains in an appropriate manner that will ensure that no damage or defects occur before the complaint is ultimately considered.

§ 6. PRODUCT PROPERTY RIGHTS

§ 6.1

All immaterial Products (graphic files prepared for film production, tool designs, graphic designs for production prepared by the Seller, etc.) will remain the property of the Seller.

§ 6.2

The Seller archives production materials (electronic files) produced while executing the order on a server for a period of 3 years from the production dates. These materials are the property of the Seller.

§ 6.4

Products remain the property of the Seller until the Buyer pays for them in full in accordance with the issued VAT invoice. The Buyer may not use the Products delivered by the Seller for purposes other than the Buyer's own production activities that are not trade activities, unless the Parties explicitly agree otherwise in writing.

§ 6.5

If the Buyer fails to meet the established deadline for the payment for the Products, the Buyer is obliged to return the Products for which no payment was made to the Seller. The Seller may also demand compensation from the Buyer if these Products are worn or damaged, especially if the value of the Products received by the Seller from the Buyer is lower than the price which the Buyer should pay for them.

§ 7. RULES OF LIABILITY

§ 7.1

The Seller is liable for any damages resulting from the use of the Products by the Buyer up to the net value of the sold Products, but no more than 4500 zł (PLN) (1000 €).

§ 7.2

The Seller is not liable to the Buyer for profit loss, material consumption, or machine work time resulting from using a defective Product that was not examined in accordance with § 5.2.

§ 7.3

The Seller is not liable to the Buyer for losses resulting from using the purchased Products incompetently or using them for unintended purposes.

§ 7.4

In the case of printing plate deliveries, the Seller is not liable to the Buyer for the production of packaging items that exceed the amount necessary to check the correctness, completeness, and conformity (with regard to the design, substance, and colors) of the packaging – up to 100 copies.

§ 7.5

The Buyer is not entitled to any claims, particularly claims for redressing damage, if a contract concerning Products is not executed or improperly executed by the Seller, particularly due to force majeure, except in cases resulting from the Seller's willful misconduct. If the Seller is unable to execute a delivery, they are obliged to, without delay, inform the Buyer of the events which have caused this state of affairs. Events described as force majeure include, among others, disruptions in the functioning of the Seller's facility or suppliers that are not due to the Seller's fault, traffic delays (particularly those caused by weather), or limitations caused by regulations or ordinances introduced by relevant authorities, natural disasters, strikes, etc.

§ 8. FINAL PROVISIONS

§ 8.1

The GTC are governed by Polish law. Provisions of the Polish Civil Code and other regulations of Polish law shall apply to matters that are not regulated in this document.

§ 8.2

Any disputes arising between the parties while they cooperate based on the GTC will be settled by a common court of law having jurisdiction over the seat of the Seller, based on regulations of Polish law, unless the parties reach an agreement on their own.