

GENERAL TERMS AND CONDITIONS OF SALE
of hubergroup Polska Sp. z o.o. with its registered office in Nowa Wieś Wroclawska

<p>A. Scope and Preliminary Provisions</p> <ol style="list-style-type: none">1. The General Terms and Conditions of Sale (GTCS) of hubergroup Polska Sp. z o.o. (hgPL) with its registered office in Nowa Wieś Wroclawska, ul. Nowa 27, Nowa Wieś Wroclawska, 55-080 Kąty Wroclawskie, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wroclaw-Fabryczna, 9th Commercial Division of the National Court Register, under number: 0000148075, Tax Identification Number NIP: 8941012991, Statistical Number REGON: 930449823, Database on Products, Packaging and Waste Management (Baza Danych Odpadowych, BDO) number: 000118436, share capital: PLN 10 million, having the status of a large enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, shall apply to all sales contracts for goods offered by hgPL.2. Regulations contrary to the GTCS shall require mutual written declarations of intent by hgPL and the Buyer, otherwise being null and void. The conclusion of a separate sales contract shall exclude the application of these GTCS only to the extent regulated otherwise in that contract.3. The terms used in the GTCS shall have the following meanings:<ol style="list-style-type: none">a) GTCS – General Terms and Conditions of Sale of hubergroup Polska Sp. z o.o.,b) Supplier or hgPL – hubergroup Polska Sp. z o.o.,c) Buyer – an entity that purchases the Goods from the Supplier under a sales contract for a purpose other than further resale,d) Goods – goods sold by hgPL under the contract with the Buyer,e) Delivery – Delivery shall mean the delivery or collection of the Goods, depending on the method of handing over the Goods to the Buyer agreed by the Parties. <p>B. Order</p> <ol style="list-style-type: none">1. The sales contract shall be concluded on the basis of a Buyer’s order placed in response to a Supplier’s offer. The Supplier’s offer shall include an individual price list intended for the Buyer concerned. If the price of the Goods concerned is not included in the individual price list, a price specified in a Supplier’s order confirmation submitted in response to the Buyer’s order shall apply.2. The placing of the order by the Buyer shall be deemed as acceptance of these GTCS.3. The Buyer’s order shall contain at least the following:<ol style="list-style-type: none">a) the Buyer’s details, including the contact phone number,b) the order number and order date,c) the kind, type and designation of the product,d) the quantity of products of each type/kind,e) the place of delivery,f) the planned date of delivery or collection by the Buyer.4. The Buyer shall be responsible for the accuracy and correctness of the details contained in the order and documents accompanying that order.5. The sales contract shall be deemed to be concluded when the Supplier confirms the acceptance of the order by email.6. In order for the sales contract to be validly concluded or amended, all declarations exchanged between the Parties in this respect shall be served on the other Party via the electronic customer service system (ECSS) or by email to zamowienia@hubergroup.com. This provision shall apply in particular to orders and order confirmations.7. If the order is not confirmed, it shall be deemed not to have been accepted.8. For reasons relating to the manufacturing process, the Supplier reserves the right to deliver +/- 2.5% of offset products and +/-10% of flexographic products than the quantity specified in the order. It is hereby agreed that the quantity so delivered is consistent with the order.9. The Supplier reserves the right not to accept the order if the Buyer is in default of payment.10. The first three deliveries to the Buyer shall be prepaid or COD deliveries. <p>C. Delivery</p> <ol style="list-style-type: none">1. The delivery period shall begin on the date on which the Buyer receives the order confirmation as described in point B.6. above.	<ol style="list-style-type: none">2. If, after the order has been confirmed, the Buyer makes additional requests relating to the order, including requests for changes in the ordered Goods, such requests shall be treated as a new order. In such a case, the delivery date specified in the original order confirmation shall not be binding on hgPL and a new delivery date shall be set.3. The Goods shall be delivered at the expense and risk of the Supplier or the Buyer, in accordance with the offer.4. If the ordered Goods are delivered at the Buyer’s expense, they shall be collected within 7 days from the date on which the Buyer is notified that they may be collected. If the Buyer fails to collect the Goods within 30 days after being notified by the Supplier, the Supplier shall be entitled to sell them to another entity.5. The Buyer may not refuse to accept the Goods delivered in accordance with its own order.6. When collecting the Goods, the Buyer shall check whether the correct Goods have been delivered and check them for quantity and, if possible, quality. If it is impossible to check the Goods for quality upon collection, the Buyer shall check them as soon as practicable.7. The Buyer shall confirm the receipt of the Goods on a delivery note or on an invoice. The signature of the person acting on behalf of the Buyer on the Goods receipt/delivery document shall constitute proof of fulfilment of the mutual non-monetary obligation within the meaning of Article 485(2a) of the Code of Civil Procedure.8. The risk of loss of or damage to the Goods shall pass from the Supplier to the Buyer upon receipt of the Goods by the Buyer or the person acting on its behalf.9. If the Parties agree that the Goods are to be transported at the Supplier’s risk and the Buyer receives a damaged shipment, the Supplier may accept a complaint only if it is accompanied by a copy of a waybill containing a note specifying the type of damage. The said note shall be signed by the driver who delivered the Goods. The complaint shall be filed immediately, within 2 working days from the date of receipt of the shipment at the latest. <p>D. Price and Terms of Payment</p> <ol style="list-style-type: none">1. Prices stated by hgPL shall apply only to the quantity of the Goods specified in the order. The price specified in the offer or agreed in the contract shall not include VAT.2. hgPL reserves the right to change the price if a period longer than 1 (one) month has elapsed from the date of publication of the offer to the date on which the Buyer placed the order.3. Payment to the Supplier shall be made on the basis of the invoice, within a time limit and to a bank account specified by the Supplier in that invoice. The payment is paid in PLN. If prices in EUR are provided in the offer, the conversion of EUR to PLN is based on the EUR sales rate according to the mBank table announced at 8:00 a.m. on the invoice date.4. Filing a complaint shall not entitle the Buyer to withhold payment for the delivered Goods.5. The Buyer may not withhold or submit a declaration on the offsetting of any receivables due to hgPL in respect of both sales and other legal relationships without hgPL’s consent.6. The Buyer’s claims against hgPL may not be assigned to other persons without hgPL’s written consent. <p>E. Guarantee</p> <ol style="list-style-type: none">1. The Supplier shall offer the Buyer a guarantee for its Goods for a period specified in detail on product labels or in hgPL’s official declarations made available at the Customer’s request.2. At each Delivery, the Buyer shall receive an invoice, which is also a guarantee document. The Guarantor guarantees the Buyer that physical defects which appear in the delivered Goods during the guarantee period shall be removed. The guarantee shall not cover any other benefits for the Buyer.
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F. Quality of the Goods / Complaints / Returns

1. If any defects are found in the Goods received, the Customer shall promptly notify hgPL accordingly, within 2 days from the date on which the defect was found at the latest. Notifications made after that deadline shall not be considered by the Supplier.
2. If a defect is found after the expiry date of the Goods, any claims by the Buyer shall be excluded.
3. In order to be valid, a complaint shall be filed in writing on a hgPL form and shall include the following details: index, batch number, quantity of the Goods complained about, order number or invoice number and the reason for the complaint.
4. Until the complaint is considered by hgPL, the Buyer shall store the Goods in the original packaging in a manner that prevents them from being damaged or destroyed.
5. If defective Goods have been used or further processed, the Buyer shall lose the right to file complaints about these Goods.
6. When filing the complaint, the Customer shall make available to hgPL all the necessary information concerning the processing of the Goods complained about, printing technology and further processing of the manufactured Goods.
7. hgPL may refrain from satisfying the Buyer's claims until the Buyer has settled all outstanding liabilities.
8. Returns of the Goods shall be accepted only on the basis of a completed and signed return form.

G. Liability

1. hgPL shall not be held liable for damage caused by improper storage, application or use of the Goods, the use of Goods with visible defects or spoiled Goods, or workmanship and design errors of third parties, also in cases where the Buyer or a third party has made changes to the Goods.
2. hgPL shall not be held liable if the Buyer uses the delivered Goods contrary to their intended purpose, and in particular does not use them in accordance with the technical data sheet. The technical data sheets of all hgPL products are available at <https://www.hubergroup.com>. The Supplier shall not be liable for damage resulting from the use of Goods with visible defects. Visible defects shall include, in particular:
 - a) ink skinning,
 - b) lumpy/contaminated inks,
 - c) inhomogeneity (improperly mixed inks),
 - d) gelling/polymerisation of inks and varnishes,
 - e) ink/varnish delamination,
 - f) frozen packaging,
 - g) incorrectly labelled inks (wrong labels, labels inconsistent with the contents of the packaging),
 - h) incorrectly issued Goods (not in accordance with the Buyer's order),
 - i) expired Goods received by the Buyer or Goods which expired after being purchased by the Buyer.
3. Furthermore, before printing, the Buyer shall make sure that the ordered Goods are suitable for the purpose intended by the Buyer.
4. If the Customer fails to provide the information listed in point F.6. above, the Supplier's liability for defects in the Goods shall be limited to the net value of the Goods complained about.
5. Once the ordered Goods have been issued, the risk of accidental loss of or damage to these Goods shall be borne by the Buyer (Article 612 of the Civil Code in conjunction with Article 548 thereof).
6. Neither the Supplier nor the Buyer shall be liable for non-performance or improper performance of the obligations under these GTCS, other than the payment obligation, to the extent that such non-performance or improper performance is caused by a force majeure event. A force majeure event shall be understood as an external event beyond the control of the Parties, whose impact on the performance of the obligations under the GTCS was not known upon confirmation of the order by the Supplier. For the avoidance of doubt, the Parties agree that events such as epidemics and armed conflicts may constitute force majeure events to the extent that they change the economic situation compared with the status as at the date of confirmation of the order by the Supplier. In particular, force majeure events may include potential sanitary restrictions or supply chain disruptions caused by war.

H. GDPR

1. No personal data shall be transferred between the Parties. However, if personal data are to be transferred, the Parties shall enter into a prior written agreement on the processing of personal data in accordance with the GDPR.
2. The Supplier's privacy notice intended for Buyer's representatives, its proxies and employees, and/or other persons to whose personal data the Supplier gains access is available at <https://www.hubergroup.com/pl/pl/privacy>. The Buyer undertakes to make the Supplier's privacy notice available to the persons indicated in the preceding sentence.

I. Final Provisions

1. Each Party undertakes to keep confidential any information concerning the other Party as well as technical, technological or other information of economic value made available to the Party concerned, constituting a trade secret and designated as confidential or proprietary by the other Party. The Parties bound by the confidentiality obligation shall not disclose, transfer to third parties or use the information referred to in the preceding sentence for any other purposes than proper performance of the contractual obligations of the Parties. The confidentiality obligation shall apply throughout the period of cooperation between the Parties and for a period of 3 years after the termination of that cooperation.
2. The Parties undertake to notify each other of any change of address. All declarations of intent and notifications sent to the last address indicated shall be deemed to have been duly served.
3. The Parties shall endeavour to settle amicably any disputes arising out of or in connection with the contracts concluded on the basis of these GTCS. Any disputes resulting from the adoption of the GTCS and the performance of the contract shall be settled by the court having jurisdiction over the Supplier's registered office.
4. The interpretation and application of the GTCS shall be governed exclusively by Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11.04.1980, is excluded.