

## GENERAL TERMS AND CONDITIONS OF SALE

### DALPO POLAND TRADING

#### I. DEFINITIONS, GENERAL

1. For the purposes of this document, the following expressions shall have the following meanings:
  - a. **General Terms And Conditions** - these general conditions of sale DALPO POLAND Sp. z o.o. TRADING sp.k., a limited partnership company;
  - b. **Seller** - the company DALPO POLAND Sp. z o.o. TRADING sp.k., a limited partnership company, with its registered office in Poznan (60-118), ul. Miedziana 3, entered in the register of the National Court Register, under KRS number 0000669892, with registration files held by District Court Poznan - Nowe Miasto and Wilda, 8th Economic Department, REGON 142676256, NIP 5252495535;
  - c. **Buyer** - the entity acquiring or seeking to acquire Goods or Services under the Contract;
  - d. **Parties/Party** - Seller and Buyer together, Seller or Buyer respectively;
  - e. **Goods** - products made by the Seller or other finished commercial products available on offer from the Seller;
  - f. **Services** - all paid tangible activities undertaken by the Seller under the terms of the Contract or available from the Seller;
  - g. **Price List** - Seller's document containing the list of prices for different Goods or Services;
  - h. **Order** - a statement of the Buyer or any other person or entity duly representing the Buyer, addressed to the Seller, including will to enter into the Contract, with content and in form specified in the GENERAL TERMS AND CONDITIONS;
  - i. **Contract** - a contract of sale, supply, contract for specific work or any other contract of service within the meaning of the Polish Civil Code or other applicable Polish laws, that was concluded in the form provided by law, including as a result of the acceptance of the Order, under which the Seller provides paid or unpaid Services or transfers ownership of Goods to the Buyer, regardless of the form adopted by the Parties.
2. Unless the Parties agree otherwise, the provisions of the GENERAL TERMS AND CONDITIONS shall apply to all Contracts and supersede all previous findings or statements made between the Parties.
3. Unless the Parties agree otherwise, the provisions of the GENERAL TERMS AND CONDITIONS are an integral part of each Contract and shall apply in areas not covered in such Contract. These GENERAL TERMS AND CONDITIONS may be amended only in writing to be valid.
4. These GENERAL TERMS AND CONDITIONS exclude the possibility to use any model contracts, regulations, general terms and conditions of sale, or other similar documents used by the Buyer.
5. Content of these GENERAL TERMS AND CONDITIONS is available to the Buyer prior to the conclusion of the Contract on the Seller's website and on any request of the Buyer. Acceptance of the content of the GENERAL TERMS AND CONDITIONS by the Buyer is made in any form : in writing, by e-mail or otherwise implicitly, i.e. in the situation when the Buyer get acquainted with the contents of the GENERAL TERMS AND CONDITIONS in any means. In addition, it is considered that the Buyer has accepted the content of GENERAL TERMS AND CONDITIONS, even if he previously filed a claim as to any of the provisions of the GENERAL TERMS AND CONDITIONS as well as if the Buyer placed the Order or received Goods or Services.
6. These GENERAL TERMS AND CONDITIONS are valid only between the Seller and the Buyer acting as an entrepreneur (B2B) and consider the Buyer from outside The Republic of Poland.

#### II. CONCLUSION OF CONTRACT

1. The Contract may be concluded in any manner provided by Polish law. Save for a Contract in writing, a Contract shall be deemed as concluded at the moment of confirmation of Order by the Seller.
2. Any reservations of Seller or the Buyer to the content of Contracts are binding as long as none of the Parties not report their observations in writing under pain of nullity, within 24 hours of receiving Orders or new conditions of the Order.
3. All information, catalogues or Price Lists sent to the Buyer by the Seller do not constitute an offer within the meaning of the Polish Civil Code and are only an invitation to negotiate. Any correspondence addressed to the Buyer, called 'offer,' including GENERAL TERMS AND CONDITIONS, shall only be treated as an answer to an inquiry and feature the range of goods which is the subject of the inquiry and the GENERAL TERMS AND CONDITIONS.
4. The Buyer is the sole judge of the usefulness of Goods and Services for the intended purpose. The Seller is not liable for the use of Goods or Services contrary to the indications of the Seller or Producer as well as for incorrect or improper interpretation of information and technical data contained in catalogues and other materials provided or made available to the Buyer.
5. Orders can be placed in one of the following ways:

- a. in writing,
  - b. by fax,
  - c. by e-mail,
  - d. in any other way otherwise agreed between the Parties.
6. To be effective, each Order should include:
    - a. indication of type and quantity of Goods or Services,
    - b. net unit price of the Goods or Services in accordance with the Price List or otherwise established in a different way between the Parties,
    - c. place of delivery,
    - d. date of delivery (optional).
  7. The responsibility for any discrepancies or omissions in the content of Order is on the Buyer.
  8. Orders that fail to meet the requirements set out in Section II paragraph 5 or 6 of the GENERAL TERMS AND CONDITIONS may be deemed by the Seller as not placed.
  9. Order confirmation may be made by the Seller in ways deemed appropriate, in writing, by fax, by e-mail or in a way otherwise agreed between the Parties.
  10. Order confirmation can be automatically generated and sent to the Buyer in electronic form.
  11. Order delivery will take place within standard deadlines of the Seller and taking into account the availability of Goods or Services.
  12. In the event that the Buyer requires an accelerated lead-time, the Seller shall inform the Buyer of this possibility and shall confirm the costs associated with the above additional service. The standard cost of accelerated Order delivery is 50% of its value.
  13. In case the Buyer cancel the batch number of Goods or Services, he will lose the right to file quantitative or qualitative claim regarding these Goods or Services and the Seller is entitled to actions stated in Section IV, paragraph 7, sentence 2.
  14. If, after the conclusion of Contract, for reasons beyond the Seller, execution of the Contract within the deadline is not possible, the Seller shall forthwith inform thereof the Buyer. In this case, the Buyer shall not be entitled to any claim for damages due to changes in lead-time.
  15. The Seller is not obliged to deliver an Order, where for reasons beyond his control, in particular as a result of actions of the Buyer, third parties or Force Majeure, the delivery of Contract will be impossible, or significantly difficult, or will lead to a loss of the Sellers higher than 50% of the Order. In this case, the Seller shall immediately notify the Buyer of the fact and, unless otherwise agreed between the Parties, the Contract shall be terminated. In this case, the Parties shall not be entitled to any claim for damages or any other claims of a similar nature related to the termination of the Contract.
  16. The Buyer may not waive the Order/Contract if the Order has already been partially executed or ordered to perform.

### **III. DELIVERY**

1. The Parties will agree on the method of delivery.
2. Enjoyment and risk associated with the Goods or Services (including the risk of loss, damage or loss) shall pass to the Buyer at the time of collection the Goods or Services from the Seller's warehouse or their issue by the Seller to a carrier or a forwarding agent. The possible application of the INCOTERMS rules during the implementation of the Contract has only technical meaning and use exclusively for the formal process of placing the transportation order with no legal effects resulting from above rules unless the Parties agree otherwise.
3. Unless the Contract, confirmation of Order or other arrangements between the Parties provide otherwise, the delivery of Goods will be carried out by the Seller pursuant to the terms of EXW clause, according to INCOTERMS 2010 (or an updated version).
4. Unless the Contract, confirmation of Order or other arrangements between the Parties provide otherwise, the Seller shall select the carrier or forwarding agent.
5. Unless the Contract, confirmation of Order or other arrangements between the Parties provide otherwise, the Seller undertakes to prepare the Goods for shipment in accordance with standard packaging adopted by the Seller and accepted by carriers or forwarding agents unless the Buyer determines the manner or type of packaging in the content of Order and this is accepted by the Seller.
6. In case the Goods are to be delivered on original pallets (EUR), the Buyer is obliged to inform the Seller in advance and to bear all costs related with such original pallets.
7. The period of delivery starts as of the date of release of Goods to the carrier, forwarding agent or another authorized person from the warehouse of the Seller.
8. The Seller is not responsible for loss or delay in delivery due to the fault of the carrier, forwarding agent, force majeure or failure to provide correct instructions regarding method of delivery and delivery address, by the Buyer.
9. The Seller agrees to notify the Buyer of the time and place where the Goods shall be ready for receipt, and the Buyer shall be obliged to collect the Goods. In case of violation of the date of receipt of Goods by the Buyer, he may be charged a contractual penalty in respect thereof, at 0.5% of the total value of the Order, for each additional day of storage commenced, subject to other authorisations of the Seller, including claiming compensation in full on the

general principles. In the absence of receipt of the Goods or Services by the Buyer for a period of 1 month from the agreed date of receipt, the Seller is entitled to discontinue the storage of the Goods at the expense of the Buyer. In this case, the Seller shall be entitled to use (resale) Goods or dispose them at the expense of the Buyer while the Buyer is not entitled to any claim for damages in this respect.

10. The Seller does not guarantee delivery date of the Goods and does not assume any liability towards the Buyer or third parties, in this respect. Confirmation by the Seller of shipping time is for informational purposes only, and failure to meet this cannot give rise to direct any claim thereof at the Seller. The weight presented on delivery documents is for statistics use only, the tolerance of the declared weight is +/-10%.
11. Unless the Parties agree otherwise, the Buyer will bear any custom duties.
12. The Seller can deliver in parts and from different locations. Final determination of the amount, type and date of delivery is made by the Seller.
13. In each case, the Seller shall be entitled to delivery at an earlier date than the time of the Contract, confirmation of Order, or other agreements between the Parties.
14. In case of personal collection, where the final destination is another country, it is necessary for the Buyer to provide confirmation of goods movement out. Lack of such confirmation may result in charging VAT at the applicable rate or charging the Buyer with other costs resulting from the Polish law or any administrative decisions of relevant state institutions (including customs duties), imposed on the Seller.
15. Any claims of the Buyer to the Seller regarding the Seller shall not relieve the Buyer of the obligation to accept further deliveries.

#### **IV. QUALITY STANDARDS, INSPECTIONS AND COMPLAINTS**

1. In relation to Goods or Services, the supply may be subject to a tolerance +/- 10% expressed in quantity of sales units specified in the Contract, confirmation of Order or other agreements between the Parties. In the case of shipping Goods in an amount of 5 pallets or above, a tolerance of quantity of sales units is +/- 3%. In case of orders of sandwich printed tape in quantity of less than 500m<sup>2</sup> the tolerance of quantity of sales units is +/- 15%. Production surplus is payable in full.
2. All technical parameters of the Goods in respect of their dimensions, tolerances and other physical parameters are specified in the technical data sheets, available on request. Technical data sheet is the only reference point in case of any objections to the technical and physical characteristics. Standards of implementation of the Goods or Services are set out in Annex 1 to the GENERAL TERMS AND CONDITIONS.
3. Unless the Contract, confirmation of Order or other arrangements between the Parties provide otherwise, the aesthetics of the packaging of Goods does not constitute defective Goods and is not subject to a complaint.
4. The Buyer has the obligation to closely examine the Goods immediately upon receipt. In case of any loss or damage, the Buyer shall make all the necessary steps to determine the liability of the carrier or the forwarding agent, including:
  - a. taking note of the fact of non-compliance on the waybill,
  - b. taking the minutes of damage indicating the date of delivery, description of non-compliance, car and driver ID,
  - c. preparation of photographic documentation, preferably before unloading.
5. The Buyer is obliged to immediately transfer all documents and information relating to the delivery complaint to the Seller under penalty of losing the possibility to claim compensation from the Seller, the carrier or forwarding agent. The Seller shall inform the Buyer of a claim submitted to the appropriate carrier or forwarding agent. The Buyer is obliged to cooperate with the Seller in the course of the complaint procedure. Failure to cooperate may result in cancellation of the complaints procedure and the dismissal of claim by the carrier or forwarding agent. The Seller is not responsible for any time of inquiry by the carrier or forwarding agent.
6. In the case of quality complaint, the Buyer is obliged to notify the Seller thereof in writing, within 5 days from the date of discovery of the fault, on the pain of losing the right to claim. The Buyer is obliged to adequately protect the Goods or Services.
7. In the case of a quality complaint, the Buyer is obliged to submit to the Seller samples of defective Goods or Services in the amount of 3 items and the defective batch number, within seven days of the request in this regard or allow inspection of the Goods or Services on the site. The Buyer is obliged to cover Shipping costs. In case of lack of provision of samples within the contracted quantity and the defective batch number, the Seller shall be entitled to reject the complaint.
8. Quality complaints will be considered taking into consideration the technical data sheets and standards for the implementation of Goods or Services as set out in Annex 1 to the GENERAL TERMS AND CONDITIONS.
9. In the case of quantitative complaint, the Buyer must inform the Seller thereof in writing, within five days from the date of delivery, on the pain of losing the right to claim.
10. The complaint shall be processed by the Seller within 14 working days, starting from the fulfilment by the Buyer of all the formal requirements set out in this respect in the GENERAL TERMS AND CONDITIONS. The deadline for the processing may be extended due to circumstances necessary for the proper solution of complaint (such as the need for sending additional samples of Goods or Services, other materials, aging tests, opinion of independent expert etc.), or for other reasons beyond the control of the Seller. The Seller shall immediately notify the Buyer of extension

of the complaint process.

11. Any claims of the Buyer regarding complaint do not relieve the Buyer of the obligation to pay for the ordered Goods or Services or to accept and pay for another delivery.
12. If a complaint is recognized:
  - a. for quantitative defects - if the quantity of the delivered Goods or Services is lower than the required, i.e. below the amount specified in Section 4, paragraph 1 GENERAL TERMS AND CONDITIONS - the Seller shall provide the Buyer with the missing Goods or Services by the date agreed between the Parties, and in cases where this is impossible or economically unreasonable, the Seller shall withdraw from the Contract within the missing quantity of Goods and Services. Seller, at its own discretion, may choose a different way of recognizing the complaint (including grant the appropriate discount);
  - b. for quantitative defects - if the quantity of the provided Goods or Services is greater than the required, i.e. above the amounts specified in Section 4, paragraph 1 GENERAL TERMS AND CONDITIONS - the Seller shall receive the surplus of Goods at the time agreed between the Parties, or the Seller, at its own discretion, may choose a different way of recognizing the complaint;
  - c. in the case of quality defects – by choice of the Seller – he shall replace the defective Goods or Services, shall remedy the defects, provide an appropriate discount or choose a different way of recognizing the complaint.
13. The liability for warranty shall be excluded.
14. Delivery of Goods or Services free of defects is based on rules laid down for the original delivery. If a complaint of Goods or Services is recognized in 100%, in case of incorrectly addressed delivery by the Seller, or in cases otherwise agreed upon with the Seller, the Seller shall bear the cost of collecting the Goods from the Buyer.
15. In case of a planned return of Goods or Services, the Buyer shall notify the Seller thereof at least 7 days prior to the return. Return of Goods is possible with the prior written consent from the Seller. The Seller reserves the right to determine the way the Goods or Services are returned, the choice of place of delivery and the choice of carrier or forwarding agent. The Buyer shall be obliged to adequately protect the returned Goods or Services for transport. Failure to notify the Seller of the date of return, or failure to obtain the consent of the Seller for the return may result in the denial to accept the Goods or Services by the Seller.
16. Seller's liability rules set out in this section shall not apply to Goods that are ready to trade products purchased by the Seller from other manufacturers. In case of a complaint of the Goods, the Seller shall apply the rules of procedure of the manufacturer of the Goods. To all matters not settled in this procedure the provisions of the GENERAL TERMS AND CONDITIONS shall apply.
17. Re-filing the complaint with regard to quantitative or qualitative defects based on the same objections will be considered invalid and will be rejected by the Seller. The same effect occurs in the case when in the situation described in the preceding sentence Parties expressly agreed the way of recognizing or compensation of the complaint.

## **V. PRICES AND TERMS OF PAYMENT**

1. Sales of Goods or Services takes place at prices specified in the Price List. The prices given in the Price List are net prices and are subject VAT at the applicable rate as at the date of invoice.
2. The term of validity of the prices specified in the Price List is set out in the offer by the Seller, however, it cannot exceed 90 days.
3. Unless otherwise agreed, Prices indicated in the Price List do not include shipment and duty payments.
4. The unit price of the Goods includes the cost of a standard packaging. Any other costs that may arise during the execution of the Order (repackaging, handling, non-standard packaging, other fees or taxes) shall be charged to the Buyer, unless otherwise agreed by the Parties.
5. Any change of price of the Goods or Services before confirmation of the Order by the Seller requires notification to the Buyer, who in the case of absent of consent to change shall then be entitled to cancel the Order. In case the new price offer is accepted, the Buyer shall send the Seller written confirmation.
6. The Seller reserves the right to change the selling price up to 20 working days prior to scheduled shipping date. If the new price is not reconfirmed by the Buyer within 3 working days from the price change announcement date the order can be cancelled unconditionally.
7. Fixing a price lower than that resulting from the Price List requires written consent of the Parties.
8. The Seller reserves the right to unilaterally change the prices at any time in case of change of tax rates, duties or in case of sudden increases in exchange rates, prices of raw materials, packaging, energy and transportation costs. In this case, the Seller reserves the right to impose the changes with immediate effect.
9. Unless otherwise agreed, payment of a VAT invoice shall be paid by the Buyer in the currency indicated on the invoice.
10. Invoices shall be delivered by mail to the Buyer, or together with the ordered Goods or Services. In the case of individual agreements, the Seller shall send a VAT invoice (e-invoice) to the Buyer by electronic means (e-mail).
11. The standard form of payment for Goods or Services is prepayment unless the Parties agree otherwise. The standard term of payment for Goods or Services is 14 days. Payment may be made by cash on delivery or bank transfer to the bank account of the Seller. In the case of a bank transfer, payment shall be considered made on the

- day on which the Seller's account is credited with the full amount of the VAT invoice.
12. Failure to make payment when due may incur statutory interest or interest referred to in the Act of March 8, 2013, - on the terms of payment in commercial transactions (Polish Journal of Laws 2013.403) or withdrawal by the Seller from the sale discount conditions or deferred payment identified and agreed in the Contract (esp. written one).
  13. For deliveries made earlier than agreed between the Parties, the Seller shall be entitled to issue a VAT invoice in accordance with the effective date of readiness for shipment.
  14. Any claims of the Buyer towards the Seller shall not entitle the Buyer to withhold payment for the delivered Goods or Services.
  15. Payment made personally to the Seller's employee shall be effective only if the person has received a written power of attorney to receive payment.
  16. Under individually specified terms, the Seller may provide the Buyer with the trade credit (deferred payment) and a merchant limit (bonus for purchases). Granting of the credit or limit shall be preceded by a risk assessment made by the Seller, who may require the Buyer to submit references, financial data, or the establishment of appropriate guarantees. Lack of cooperation of the Buyer in this field may result in denial of a limit and the need to settle accounts according to general terms and conditions. If the available financial data does not allow for the establishment of a trade credit and a merchant limit, simplified assessment procedure is possible, in which the first three transactions shall be carried out by prepayment. After three prepayments, the Seller provides for the establishment of a trade credit and a merchant limit.
  17. Unless the Parties agree otherwise, the right to a trade credit or merchant limit expires at the moment the Buyer is in delay of payment for any reason.
  18. In the absence of due payment by the Buyer for the delivered Goods or Services, the Seller shall be entitled, at his own choice, to withhold delivery of Goods or Services and to refuse to accept a new Order.
  19. The Seller shall have the right to settle the payment received from the Buyer towards the earliest maturing receivables, regardless of the objections of the Buyer.
  20. The purchaser cannot take any of his receivables towards the Seller against the receivables of the Seller against the Buyer without written consent of the Seller.

#### **VI. TITLE RETENTION CLAUSE**

1. All the Goods delivered to the Buyer shall remain property of the Seller until payment of the whole price from the invoice is made by the Buyer. This reservation does not entitle the Buyer to return, refuse or delay payment.
2. The Seller may demand immediate return of Goods if the Buyer is in delay with the payment. In this case the Buyer shall be obliged to make Goods available and prepare it for transport. Transport costs shall be borne by the Buyer.
3. Goods shall be returned at the price at the time of sale.
4. The Seller reserves the right to assert further claims for damages, including lost profits.

#### **VII. WARRANTY**

1. Goods or Services shall be covered by 6 months warranty from the date of production, unless the Technical Data Sheet of the Goods, Guarantee Conditions and Tolerance or Conditions of a Manufacturer other than the Seller state otherwise (apply to the hidden flaws). Any warranty claim of the Buyer are limited to a period indicated above and submitted after its expiry shall remain unrecognized.
2. Warranty conditions of the Goods have been set out in the individual Technical Data Sheets or in the document Guarantee Conditions and Tolerance. The warranty does not cover, among others, defects resulting from normal wear and tear, damage, destruction, improper storage of the Goods, the use of the Goods or Services contrary to their intended purpose or improper selection of the Goods or Services to the needs of the Buyer.
3. In the case of quality complaint, the Buyer is obliged to notify the Seller thereof in writing, within 5 days from the date of discovery the defects, on the pain of losing the warranty cover (apply to the invisible faults).
4. Goods or Services which the Parties have agreed are defective or for which the Buyer was aware about the defects at the time of conclusion the Contract, filing the Order, receipt the offer or in other cases, shall not be covered by warranty.
5. The warranty period shall not be extended in case of delivery of new Goods or Services by use of the warranty.

#### **VIII. LIABILITY**

1. The liability of the Seller for non-performance or improper performance of obligations arising from the Contract shall be limited to the amount of money for the Goods or Services subject to improper performance or non-performance.
2. The Seller shall not be liable for any damages i.w. direct or indirect, as well as consequential damages and lost profits, if the damage has been sustained by the Buyer as a result of improper performance or non-performance by the Seller or in connection with the improper use of the Goods or Services by the Buyer.
3. The liability of the Seller is excluded in case of force majeure or other circumstances on which Seller has no impact



such as: strike, customs, currency and energy restrictions, widespread shortages of goods, extraordinary decision of the authorities, delay of vendors or carriers caused by the reasons set out above.

#### **IX. INTELLECTUAL PROPERTY**

1. The Buyer shall ensure that any materials (trademarks, names, logos, images, etc..) submitted by the Buyer to the Seller for the Order do not infringe the rights of third parties in respect of copyright, industrial property or other intellectual property rights, and that the Buyer is entitled to use them. The Seller shall not be liable for acts or omissions of the Buyer in this regard.
2. In case of violation of the above obligation, the Buyer undertakes to remedy the Seller in full or to stand in the Seller's place in third-party claims directed at the Seller in court (main or incidental intervention) or arbitration.
3. The Seller does not convey in the scope of any materials (graphic marks, names, logos, images, patents, graphic designs containing the above components, forms, layout, etc.) to the Buyer under the Contract any intellectual property rights or does not provide any license. It is forbidden to make any changes in the content of the above materials prepared, provided or made available by Seller to Buyer as well as obtained in another way by the Buyer. Any legal or financial effects of changes made by the Buyer in the above materials without the prior written consent of the Seller shall be borne by the Buyer.

#### **X. SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

1. Any disputes that may arise in connection with the performance of the Contract shall be resolved by the Parties first and foremost by amicable means. Unless the Parties agree otherwise, in case of disagreement within 30 days from the date of filing the claim, initiating the complaint procedure or submitting the case for mediation (in order to obtain an independent expert's opinion), the dispute shall be submitted to the common court for decision.
2. Each time the place of performance of the Contract is the seat of the Seller.
3. The court having jurisdiction to pursue claims under the Contract or these GTC is the court having jurisdiction over the registered office of the Seller. At the same time, the Seller reserves the right to pursue the above claims before the court having territorial jurisdiction over the Buyer's registered office.
4. In matters not covered in the GTAC, regulations of the Civil Code and other applicable law apply.

#### **XI. PROCESSING OF PERSONAL DATA**

1. The Seller shall be the controller of personal data.
2. The Seller shall process personal data in his possession, made available by the Buyer as well as all personal data of the Buyer's representatives, obtained by the Seller in connection with the cooperation established between the Seller and the Buyer, and in particular personal data of the sales representatives, employees, co-workers and members of authorities, made available by the Buyer.
3. The rules of personal data processing described in this chapter shall apply to each contract concluded between the Seller and the Buyer.
4. The Seller has appointed a Data Protection Officer that can be contacted at: [iod@dalpo.pl](mailto:iod@dalpo.pl).
5. Personal data shall be processed on the basis of the Act of 10 May 2018 on personal data protection (i.e. of 2019, item 1781, as amended) and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) - hereinafter referred to as the GDPR.
6. Personal data of the persons referred to in point 2 above shall be processed with reference to Article 6(1)(b) of the GDPR, i.e. data are processed in connection with and for the purposes of contract performance - which includes all personal data transferred to the Seller in connection with the contract, whose processing is necessary for the performance of the contract and includes processing necessary to take action at the request of the data subject prior to the conclusion of the contract. Personal data may also be processed for the following purposes and with reference to the following legal grounds: pursuant to Article 6(1)(c) of the GDPR in order to fulfil the legal obligation of the Seller - e.g. in the scope of accounting regulations; pursuant to Article 6(1)(f) of the GDPR in order to fulfil the objectives resulting from the legitimate interest pursued by the Seller: in particular to assert or secure claims, marketing the Seller's proprietary products and services, archiving documents related to the cooperation between the Seller and the Buyer; on the basis of a separate consent, i.e. Article 6(1)(a) of the GDPR, if necessary and for a different purpose than the above mentioned.
7. By concluding an agreement with the Seller, the Buyer declares that he has informed all natural persons whose data he has made available to the Seller in connection with the cooperation, of the processing of such data by the Seller for the aforementioned purposes and on the aforementioned legal bases and has informed the persons about the content of this point.
8. In the scope of personal data processing described above and for the indicated purposes, processors may include employees and associates of the Seller, entities related to the Seller, their employees and associates, debt collection

companies, banks, partners providing technical services, hosting providers, other entities providing services to the Seller and employees or associates of such entities.

9. Every natural person referred to in paragraph 2 is entitled to the following rights: the right of access to the content of their personal data, the right to correct data, the right to request deletion of data, the right to request limitation of data processing, the right to transfer data, the right to object to the processing of personal data for purposes resulting from the legitimate interest of the Seller or the processing for marketing purposes; the right to lodge a complaint with the President of the Personal Data Protection Office, in particular when the processing of personal data violates the provisions of law concerning the processing of personal data.
10. Where consent is obtained for the processing of data for a specific purpose other than those referred to above, the data subject shall be informed of the right to withdraw consent at any time without affecting the lawfulness of any processing carried out prior to the withdrawal of consent.
11. Period of storage of personal data:
  - a. personal data processed in order to conclude or perform the contract shall be stored for the duration of the contract, and after its expiry for the period necessary to secure or enforce any claims to which the Seller is entitled and against the Seller and for archiving purposes, and moreover for the period necessary to fulfil the legal obligation of the Seller - e.g. resulting from tax or accounting regulations;
  - b. personal data processed for purposes resulting from legitimate interests pursued by the Seller and for marketing purposes shall be processed until objection to such processing is submitted;
  - c. personal data processed on the basis of consent shall be processed until its withdrawal. Personal data shall not be used for automated decision making, including profiling.
12. The provision of personal data within the scope necessary to perform the contract with the Buyer or to take actions before the conclusion of the contract, is a necessary condition to take such actions by the Seller and to conclude and execute the contract. In the absence of the provision of the above mentioned personal data, the contract shall not be concluded and its execution shall not take place, nor shall any actions be taken prior to the conclusion of the contract.

## **XII. FINAL PROVISIONS**

1. In the event that one or more provisions of this Contract, of confirmation of Order, or of the GENERAL TERMS AND CONDITIONS is invalid or impossible to execute, the rest shall remain fully binding. The Parties shall take prompt action to replace the invalid terms or conditions with terms or conditions that comply with the law or are possible to execute.
2. Notifications of the other Party shall take place through: a letter, fax, courier or e-mail. The Buyer is obliged to notify the Seller of any change of address of his seat or office, otherwise any notice delivered at the last designated address shall be deemed to be duly forceful.
3. The Buyer is obliged to keep confidential any information or data which he had access to in connection with the conclusion or performance of the Contract.
4. The Seller may assign rights and obligations under the Contract to any party of his choice without the consent of the Buyer.
5. Titles of editorial units of Contract or the GENERAL TERMS AND CONDITIONS have only secondary importance and shall not be taken into account in their interpretation.
6. The GENERAL TERMS AND CONDITIONS are effective from 1.12.2013. The Seller reserves the right to change the GENERAL TERMS AND CONDITIONS at any time.
7. Any annexes to the GENERAL TERMS AND CONDITIONS are an integral part thereof.

Appendix 1 - Standards of Performance of Goods and Services.

Poznań, 05.05.2023

## APPENDIX No.1 TO GENERAL CONDITIONS OF SALE

### STANDARDS OF PERFORMANCE OF GOODS AND SERVICES

(updated 05.05.2023)

#### 1) ADHESIVES

1. Adhesive properties are described in Technical Data Sheets (TDS). TDS is the only reference for adhesive performance approved by the Seller.

#### 2) PRINTS

1. COLOURS OF PRINT – The Seller reserves the right to colour discrepancy from PMS number approved in the project to the level of DELTA2000  $\leq$  3. Tapes with PVC backing - DELTA 2000  $\leq$  6. Labels in full print  $\leq$ 10. Colour reference: Digital Colour Library “Pantone PLUS Solid Coated”. REMARK: in case the print dimension does not allow a circle of a 4mm diameter to be fitted into it, the Seller has no technical ability to measure the colour accuracy using a spectrophotometer. In this case the colour accuracy can only be verified through natural sight evaluation by comparing the sample with the current physical PANTONE Plus Series Formula Guide
2. PRINT TECHNIQUE – The Seller supplies the products printed in surface and laminated (sandwich) technique. The Seller would like to stress that the surface prints can be damaged by forces of friction or when in contact with solvents or oils.
3. UV RESISTANCE – The Seller guarantees UV resistance for all printed products on the level of 10 days of standard UV exposure. At additional charge it is possible to extend the UV resistance up to 3 months.
4. CENTERING THE PRINT ON TAPE – Web prints (eg. Tapes, warning bands) can be inaccurately centered along the longitudinal axis of the web due to technology reasons - the reason is that during printing or slitting of a stretchable material a “floating” effect occurs. The allowed centering discrepancy (not regarded as a fault) is +/- 2mm for packaging tapes and +/- 5mm for warning bands and duct-tapes. For machine rolls of packaging tapes bigger discrepancies are allowed on short sections of tape. In order to avoid cutting of the printed image it is suggested that a print margin (distance of the imprint to the edge of the product) shall be not less than 5mm for tapes and 7,5mm for warning bands and duct-tapes.
5. GRAPHIC ACCEPTANCE – The Buyer accepts the print colours through accepting the PMS® codes (Pantone® Matching System) according to the Digital Colour Library “Pantone PLUS Solid Coated” version stated on the acceptance sheet/file. Colours visible in the acceptance sheet/file are used to illustrate an approximate appearance of a colour, they are not however its direct imaging/proof and cannot be regarded as reference to the colour that will actually be printed. Sending a Graphic Acceptance means that the Buyer takes the sole responsibility for the chosen colours and print design. Lack of acceptance puts the order progress on hold – the order processing time starts once the Graphic Acceptance is sent to the Seller.
6. PRINT COLOUR VS PRINT BACKGROUND – Any colour according to PMS is valid assuming using a white background colour. Using different background colour (e.g. when printing on Kraft paper) can alter the appearance of the colour, which will not be regarded as a base for a claim. If the shade of the colour cannot be altered by the background colour, the Buyer is obliged to inform the Seller's representative about this fact to determine the feasibility of such an order.
7. WE DO NOT PRINT THE FOLLOWING COLOURS – Due to quality issues of prints and production problems we do not print:
  - Silver and gold – for surface printed low noise acrylic tapes
  - Neon colours (PMS 801-814) or Hexachrome colours – regardless of printing technology – unless the Buyer will order the minimum quantity of Products – to be agreed with the Seller in each case.
8. PHOTOTAPE® - The Seller prints tapes in photo- quality with the resolution of 120lpi (2540 DPI)
9. PRINT REPEATS:
  - TAPES – SURFACE PRINTS: 188 ; 220 ; 251 ; 314 ; 402 ; 500 mm. On 500 mm repeat only designs where print pieces are not matching each other can be printed (use of 500mm repeat only upon confirmation from Seller's graphic designer).
  - TAPES - SANDWICH : 340 ; 391 ; 439 ; 511 mm
  - LABELS: 171,45mm; 196,85mm; 251,2mm; 307,98mm; 314mm; 317,5mm; 330,2mm; 349,25mm; 371,48mm; 393,7mm; 428,63mm.
10. BEAM DIRECTION – Beam direction (wounding direction) is always shown on the design presented for customer's acceptance. Beam directions are marked with numbers 1-8. In case of packaging tape if the customer does not make a precise indication of the required beam direction, as standard direction no.1 will be chosen.
11. FULL COLOUR PRINTING IN SURFACE PRINTING – when changing a background colour, in negative printing or full colour printing (colour coverage 100%) minor misprints of the tape's edges can occur (this problem can apply to 66% of the supply) – on request Seller's graphic designer can propose an alternative design reducing the risk of this phenomenon occurrence.



12. MISPRINTS IN SURFACE PRINTED TAPES – due to production technology it is possible that short misprints occur on surface printed tape (this effect is caused by a printing machine stop e.g. during a jumbo roll changeover or ink modification) the misprints cannot be avoided and are not regarded as a fault.
13. LOGO SIZE – Maximum Logo size in adhesive tapes should be 6mm smaller than the tape width – (minimum distance of the print to the tape edge is 3mm). In case of warning foil (barrier tape) maximum logo size is 10mm smaller than the tape width. For labels the maximum logo size is 2mm smaller than the label dimension.
14. PRINTING 2 DIFFERENT COLOUR TO THE EDGE OF THE TAPE – in case the print design is such that the background colour is printed in 2 different colours reaching the tape's edges, rolls of 2 different beam direction occur. The ratio of each direction depends on the quantity of rolls being slit simultaneously and can be from 50:50 to 33,3:66,6.
15. PROOF – proof prints are charged extra and are regarded as approximation of print expected outlook. Because different shades of background colours can occur (adhesive colour, paper colour etc. are not homogenous) the actual production prints can differ slightly in comparison to the proof print. For Labels 1 proof is free of charge.
16. ENDLESS PRINT – due to printing technique a standard print is carried out with a gap of 2 mm between every repeat. On request the gap can be overprinted or the print can be done on endless plate. Endless plates and gap overprinting are charged extra.

### 3) END TABBING

1. Each packaging tape supplied by Seller has end tab allowing an easy unwinding of the tape. Due to technology reasons there is a possibility that there is a lack or improper placing of end tabs in maximum 5% of the delivery. If the end tabbing issue concerns less than 5% of the delivery it cannot be a reason for filing a claim. Paper packaging tapes, masking, double-side, duct, aluminium and other special tapes usually do not contain end tabs.
2. Non PSA products such as labels barrier tapes are ended with a piece of a tape or end label to prevent unwinding of the product.

### 4) LOW-NOISE AND SILENT TAPES – NOISE LEVEL

1. Silent unwinding is a relative notion and Seller does not guarantee any maximum noise levels (unless TDS states otherwise). Noise level during unwinding is dependent on variety of conditions such as: adhesive type, grammage of adhesive, film thickness, roll width, unwinding speed, tape dispenser etc. It is important to stress that "low-noise" tapes printed in surface printing technology will generate higher levels of noise during unwinding than laminated (sandwich) printed ones - "silent tapes". The noise level generated by surface printed low-noise tapes is proportional to the print coverage. Noise level of surface printed low-noise tapes cannot be a base for filing a claim.

### 5) CLICHE AND TOOLING (OWNERSHIP)

1. Cliche and tooling (graphic file generated by the Seller's designers, cliches, printing plates, sleeves, die cut plates and other materials/tools required for production) prepared in order to produce the product required by the Customer remain Seller's ownership during and after termination of cooperation. Cliche or plate charge is only a payment for tooling preparation service and is not to be regarded as a payment for any physical material.

### 6) GRAPHIC DESIGN

1. The graphic design acceptable for production is prepared by Dalpo design studio and is described by a specific design name given by the design team. Any modifications of the design made by the customer shall be reported to the design team or sales representative by sending the modified design file via e-mail together with a specific description of the changes and/or by marking the changes in the file. Dalpo confirms the desired changes by sending back an e-mail with a new design file described by a new design name.

### 7) SPLICES

1. The seller allows splices in products. For packaging tapes maximum 1 splice per hand roll and 2 splices for machine roll is allowed. For other products the quantity of splices is determined by the production cycle.

### 8) SHORT ROLLS

1. In case of non-standard or printed, big length rolls (above 330m) or in case of printed labels it is allowed that the Seller delivers "short rolls" (shorter than ordered but longer than 200m) in the supply. The price of the short rolls will be calculated proportionally to the price of the full sized product.

### 9) DIMENSIONS

1. Product dimensions such as width and length are stated by the seller in the sales offer. Maximum allowed tolerance of the dimensions is described in technical data sheets which are the only reference in case of a claim.

### 10) CORE

1. Cores are made of paper (unless the TDS states otherwise). A product wound on the core can be misaligned to the core by up to 1,5mm.



#### **11) QUANTITIES AND PACKAGING**

1. Products are packed according to Seller's standards, unless the parties agree otherwise. Standard packaging quality and outlook cannot be a base for a claim. The term "packaging" stands for: pallet, stretch film, box, shrink wrapping, separating sheets, labels.
2. Quantities per box is determined by Seller's standards of packaging. It is allowed to add partially filled boxes to the supply.