

GENERAL TERMS AND CONDITIONS OF SALE OF IBF GRAPHICA S.A.

1. GENERAL PROVISIONS

- 1.1 These general terms and conditions of sale, hereinafter referred to as GTCS, shall apply to commercial cooperation of any entrepreneur, hereinafter referred to as the Buyer, who makes a purchase transaction from IBF Graphica S.A., hereinafter referred to as the Seller, of any products, regardless of the form of concluding a contract, for the purpose related to his business activity and shall constitute an integral part of agreements concluded by IBF Graphica S.A. GTCS do not regulate the conditions and consequences of any transactions of IBF Graphica S.A. with consumers.
- 1.2 GTCS are available to the Buyer prior to the conclusion of the agreement in writing at the registered office of IBF Graphica S.A. and on the website www.ibfgraphica.pl
- 1.3 Priority over the provisions of these general terms and conditions may be given only to written arrangements made by persons authorized to represent the parties and only to the extent referred to in them.
- 1.4 The parties exclude the use of other contractual models specified by the Buyer.

2. PRODUCTS

- 2.1 Publications describing products offered by the Seller are for informational purposes only and samples and samples are for illustrative and exhibition purposes only.
- 2.2 Detailed technical specifications of the products may change at any time as the industry develops.
- 2.3 The Buyer shall be obliged to familiarise himself with the information on the products in the technical specification sheets or safety data sheets available at the Seller's premises and to submit offers to buy the products on the basis of such information.
- 2.4 The absence of a ban on the use of products in a specified manner is not tantamount to the possibility of such use and in case of doubts as to the functional features of the products and the conditions of their use, the Buyer is obliged to consult the Seller in writing.
- 2.5 If the Buyer's offer does not specify the quality features of a given product, the Seller shall be deemed to be obliged to deliver a product of an ordinary quality, without responsibility for special quality requirements.
- 2.6 It is the responsibility of the Buyer to ensure that the technical data, quality and quantity of the products purchased are appropriate to the Buyer's needs.

3. SALE

- 3.1 Information used by the Seller, in particular information published on the website or in technical publications or advertising materials, does not constitute an offer within the meaning of the provisions of the Civil Code, also when listing prices of products.
- 3.2 The sale agreement shall be concluded by the Seller's documented confirmation of the Buyer's documented order.
- 3.3 Placing an order by the Buyer itself shall not bind the Seller until a documented confirmation of its acceptance, and the absence of the Seller's response shall not mean tacit acceptance of the order.
- 3.4 The Seller shall be entitled to refrain from performance of contractual obligations in cases of: doubt as to the accuracy of data contained in the Buyer's statements, lack of performance of contractual obligations by the Buyer or doubt as to the Buyer's solvency.
- 3.5 The cancellation of an order by the Buyer shall require that the terms of cancellation with the Seller be agreed upon, whereby the parties shall determine the amount of the Buyer's compensation charge to the Seller as a result of the cancellation of damages and costs.
- 3.6 Unless otherwise agreed, the terms and conditions of EXW (INCOTERMS 2010), plus standard packaging provided by the Seller, shall be applied by the Seller.
- 3.7 Upon the release of goods from the Seller's warehouse, the benefits and burdens associated with the goods and the risk of accidental loss, loss or damage of the goods shall pass to the Buyer.
- 3.8 If the Buyer is delayed in taking delivery of the purchased goods, has not accepted the goods or it has not been possible to hand them over to the delivery address, the Buyer may be charged a storage fee in the amount appropriate to the size of the goods and the duration of storage calculated on the basis of an average storage prices on the Seller's local market and a transport fee.

4. LIABILITY OF THE PARTIES

- 4.1 The Buyer shall be obliged to immediately upon receipt of the product under pain of loss of rights to assert any claims against the Seller:
 - 4.1.1. examine and check the conformity of the delivered product with the order, in particular: the condition of the consignment and the quality, quantity and assortment of the delivered product;

- 4.1.2. Prepare a report of damage to the product or its packaging and present it for signature to the person making the delivery, and in the case of the delivery of the products by post, courier or carrier also satisfy the complaint procedure of the delivery or carrier;
- 4.1.3. Report to the Seller by 4.00 p.m. on the next working day after the day of collection, qualitative, quantitative, assortment reservations or as to the manner of fulfilling the obligation by the Seller, presenting a protocol of damage to the product or its packaging and drawing up a protocol of non-compliance;
- 4.1.4. Test the intended production with the use of products purchased from the Seller in cases where the product is used for the first time or where at least one parameter of the planned production process differs from the previous ones used by the Seller together with the product. The Buyer shall be obligated to take into account information resulting from technical specification sheets or safety data sheets of products in the production process in an absolute manner, which in particular refers to restrictions on the use of products, e.g. for contact with food, electronics, production of medicines, etc. The Buyer shall be obligated to take into account the information resulting from technical specification sheets or safety data sheets of products in the production process, which in particular refers to restrictions on the use of products, e.g. for contact with food, electronics, production of medicines, etc. The Buyer shall be obligated to take into account the information resulting from the technical specification sheets or safety data sheets of products in the production process.
- 4.1.5. Provide information resulting from technical specification or safety data sheets and other information obtained from the Seller to their further contractors provided that they resell the products or make them available on the basis of another title;
- 4.1.6. Reservations related to the disclosure of hidden defects shall be reported to the Seller by 4 p.m. on the working day following the day on which the Seller became aware of such disclosure;
- 4.1.7. Together with the notification of objections, provide the Seller in writing with specific and complete information including the product name, sales invoice number, batch number of products, quantity of products subject to objections, parameters of machines and other products used in the production process and, no later than within 7 days from the date of notification, deliver to the Seller photographs, samples of goods, samples of prints or other items, the handing over of which is necessary for proper consideration of the reported problem;
- 4.2 The Seller shall be obliged to identify the reservations within a reasonable time without undue delay.
- 4.3 The Seller's liability under the warranty shall be excluded and for other reasons, in particular incorrect performance of the obligation shall be limited to the value of the products, the purchase of which shall be subject to the Buyer's claim.

- 4.4. The Seller's liability to pay to the Buyer compensation in the amount of contractual penalties paid by the Buyer to which he was legally charged in accordance with the applicable provisions is limited to cases where the damage was due to deliberate non-performance or deliberate incorrect performance of the Sales Agreement by the Seller
- 4.5 If liability is updated, the Seller shall, at the Buyer's choice, be obliged to return the price of products only or to pay compensation in the amount not exceeding the value of products whose purchase or use gives rise to the Buyer's claim or to a new delivery of products free from defects of the same type and quantity.
- 4.6 The condition for accepting the return of products affected by the Buyer's reservations recognised by the Seller shall be that they are not damaged in any way other than in the Buyer's reservations, unprocessed, identifiable, as products purchased from the Seller and originally packaged.
- 4.7 The Seller shall not be liable for the consequences of non-performance or incorrect performance of its obligations in the event of force majeure and for the consequences in the form of indirect or consequential damage such as loss of profits, remuneration, loss of data or anticipated savings.
- 4.8 The Seller shall not be liable for any damage which the Buyer or the user of the goods could have prevented or minimized by complying with the information contained in the materials made available by the Seller, including during training, or by continuously supervising the operation of the equipment and for any damage resulting from the use of the products not in accordance with their intended purpose.
- 4.9 The Seller shall not be liable for any damage related to the malfunctions of the Freight Forwarder or the carrier, or for the consequences of failure to meet the order completion deadline for reasons other than those anticipated by the Seller.

5. PRICES AND PAYMENTS FOR PRODUCTS

- 5.1 The prices of the products listed in the invoice are valid only for the transaction specified in the invoice.
- 5.2 In case of doubt, the price of the product is the price resulting from the order confirmation.
- 5.3 The prices determined by the Seller shall be net prices and shall be subject to the addition of value added tax at the rates applicable on the date of invoice.
- 5.4 Invoices shall be delivered to the Buyer in electronic form by e-mail or in traditional paper form: by post, courier or in person.

- 5.5 The date of payment of the price shall be counted from the date of issue of the invoice and shall be determined by its content regardless of the date of delivery of the invoice to the Buyer and regardless of the fact and date of its acceptance by the Buyer.
- 5.6 The date of payment shall be the date on which the payment is credited to the bank account of the Seller or the date of payment in cash.
- 5.7 The Buyer's delay in paying the price shall entitle the Seller to charge interest for delay in commercial transactions.
- 5.8 Failure by the Buyer to pay on time shall entitle the Seller to withhold all contractual obligations towards the Buyer, including the suspension of already accepted orders.
- 5.9 The possibility of set-off of counterclaims or assignment of the Buyer's rights is excluded.
- 5.10. The Buyer's submission of qualitative, quantitative or assortment reservations by the Buyer as to the manner of fulfilling the obligation by the Seller shall not release the Buyer from the obligation to make timely payments for the purchased products.
- 5.11. The Seller may credit the payment made by the Buyer with or without the designation of its title for each of the Buyer's debts occurring on the date of payment, provided that it is not necessary to immediately inform the Buyer of the method of payment settlement.
- 5.12. The discounts, bonuses or other benefits granted by the Seller to the Buyer shall apply only in the event that the Buyer makes the payment for the products without delay.
- 5.13. The Buyer who is a natural person and married by concluding a sale agreement ensures that his or her spouse has agreed to be obliged to pay the price under the agreements concluded with the Seller and undertakes, upon the Seller's request, to provide a statement containing the spouse's consent.
- 5.14. The Buyer warrants that a person who signs sales invoices on the part of the Buyer as authorised to receive a VAT invoice is authorised to represent the Buyer within the limits of the obligations relating to the contract of sale of the products to which the invoice signed by the Buyer relates.

6. RIGHT OF OWNERSHIP

- 6.1 The Seller reserves the ownership of the sold goods until the Buyer has paid the full price and other amounts due under the contract of sale, except that the obligation of a more far-reaching written objection to the release of the goods is excluded.
- 6.2 Upon initiation of bankruptcy or composition proceedings in relation to the Buyer, the Buyer shall be obliged to mark the goods in a manner indicating the existence of a reservation of title in favour of the Seller.

6.3 In the event of seizure of goods being the property of the Seller in the course of enforcement proceedings directed to the Buyer's assets, the Buyer shall be obliged to immediately inform the Seller about this fact.

7. PERSONAL DATA

7.1 By accepting these GTCS, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf in Poland and abroad, in connection with the performance of contracts for the sale of goods offered by the Seller.

7.2 The Buyer may not, without the consent of the Seller, transfer knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by the trade secret.

8. ADDITIONAL PROVISIONS

8.1 The law applicable to GTCS shall be Polish law.

8.2 Any matters not regulated by these GTCS shall be governed by the provisions of the Civil Code and the Act of 8 March 2013 on payment dates in commercial transactions.

8.3. The GTCS exclude the application of the Vienna Convention of 11 April 1980 on the International Sale of Goods.

8.4 The invalidity of individual provisions shall not affect the validity of the remaining provisions of GTCS.

8.5 The parties shall aim at amicable settlement of all disputes arising in connection with the performance of contracts covered by these terms and conditions. If there is no possibility of amicable settlement of the matter, the court competent to settle the dispute shall be the court competent for the place of the seat of the Seller.