

TEXTILE PRINT HOUSE
General Commercial Terms and Conditions
KOSS-Service Sp. z o.o.

1. Scope of applicability, offer

- 1.1. These General Commercial Terms and Conditions (the „**Terms**”) constitute general contractual terms within the meaning of the Article 384 of the Civil Code (the Law, dated April 23, 1964 – Civil Code, unified text in Journal of Laws of 2019, item 1145, as amended) and shall apply to any and all contracts of sale, supply, for provision of services and any other commercial agreements being entered by and between KOSS-Service Sp. z o.o. – Textile Print House (hereinafter: the “**Company**” and/or “**TPH**”) and entrepreneurs carrying out business activity in any form permitted by the law (hereinafter: the “**Client**”, “**Clients**”, “**Purchasers**”).
- 1.2. For the purpose of these Terms, the agreement shall be deemed to be entered in case of any order made and/or placed by the Client and confirmed by the Company (the “**Agreement**”, “**Agreements**”), on terms specified in the conformation and these Terms.
- 1.3. These Terms constitute an integral part of the Agreements being entered by and between the Company and its Clients in any form permitted by the law (hereinafter: the “**Parties**”) and are fully binding on the Parties unless otherwise agreed between the Parties in the given Agreement.
- 1.4. The proposals being made by the Company, in particular information and data concluded in its catalogues, leaflets and price lists do not constitute the offer within the meaning of the Civil Code unless otherwise explicitly specified in the given document and/or in the correspondence to which they have been attached.
- 1.5. Before entering into the Agreement, the Company reserves the right to request the Client to provide all and/or selected documents of the following:
 - (i) current extracts from the Entrepreneurs Register of National Court Register and/or from Central Register and Information on Economic Activity (the “**relevant Register**”); the decision on granting the statistical number (REGON);
 - (ii) Decision on granting Tax Identification Number (NIP);
 - (iii) Statements on no tax arrears in VAT;
 - (iv) Copy of Client’s business civil liability insurance;
 - (v) Copies of civil liability insurance for Client’s vehicles entering the Company’s premises;
 - (vi) Powers of attorney from the Client granted to individuals collecting on behalf of the Client the goods and/or services.
- 1.6. In case of any doubts as to the Client’s status, the Company reserves the right to request all the aforementioned documents and/or provision of additional documents, specified in such a case by the Company, necessary, pursuant to the Company’s assessment, to concluding and/or completion of the Agreement and in particular the documents referred to in the par. 16.6. of these Terms.
- 1.7. Whenever reference is made in these Terms, the Agreement and/or Order to the “*goods*”, the provisions shall be appropriately applicable to “*services*” and vice versa.

2. Prices

- 2.1. Unless otherwise agreed between the Parties they are bound by the prices and terms specified in the Agreement, Order and/or Confirmation of an Order.
- 2.2. The prices (the “**Prices**”, the “**Price**”) specified in the Agreement, Order and or Confirmation thereof pursuant to par. 2.1. are the net prices, which in each case shall be increased by the relevant output

VAT and/or other applicable taxes and/or public levies at the rates being in force at the date of invoice issue.

2.3. The Price offered to the Client is determined pursuant to the Company's business seat, i.e. the Prices are determined in Polish zloty ("PLN"). The conversion of the indicated Price into other currency is subject to the following rules:

- (i) the sales Price is converted to the other, indicated currency with use of the purchase exchange rate of Alior Bank;
- (ii) in the case in the given date for which conversion is executed the For-Ex Rates Chart is not published, it is assumed that the exchange rate for the preceding day is used, for which such a Chart has been published. The Company does not convert its Prices into currencies other than those, for which Alior Bank provides its For-Ex Charts, i.e. EUR and/or USD. In the case the currency which the Client wished to use is not published, the Client shall choose between EUR and USD.

2.4. The Company reserves the right to independently determine currency of the Prices' payment for Agreement and/or Order and/or for non-consenting for conversion in line with par. 2.3., above

3. Payments

3.1. Unless the Parties have agreed otherwise, the Price shall be payable to the bank account of the Company within the following timeframes:

- (i) In case of the new Client and/or with respect to the Client with whom less than 5 (five) transactions have been executed in the last year the Advance Payment (Prepayments) amounts to 100% (one hundred percent) of the Price;
- (ii) In case of the regular Client: 7-14 days (from seven to fourteen days) from the receipt of the VAT Invoice by the Client;
- (iii) By other deadline, indicated in the Agreement, as settled by the Parties.

3.2. The payment date shall be acknowledged as the date of crediting payment on the Company's bank account. The costs of payment execution, including the costs of possible conversion shall be fully covered by the Client.

3.3. In case of the delayed payment by the Client of the agreed Price, the Company shall be entitled to charge interest in the statutory amount (interest for delay in commercial transactions), calculated from the first day following the payment deadline. The Company reserves the right to seek compensation in excess of the above-referred interest on general rules and for damages caused by the fact the client has not paid its liabilities on time.

3.4. If the Parties agreed a discount, such discount applies solely for the value of the supply of goods and/or services and shall not be applicable to freight and third party services and it assumes the full balance of all due and payable liabilities of the Client at the date of discounting. Unless otherwise agreed, the dates for discounts start at the date of issue of the Invoice.

3.5. The Company is entitled to making set-off of the receivables due to the Company from the Client against the receivables due to Client from the Company on the basis of Civil Code rules.

3.6. The Prices to be determined in foreign currencies shall be converted to PLN in accordance with the purchase exchange rate of Alior Bank for the date of Invoice issue.

3.7. Making a complaint does not authorise the Client to suspension of payment resulting from the Agreement in full or in any part. The Complaints shall be made in the premises of the Company and the may solely regard the full batch of the given order.

4. Collaterals

4.1. The Company is authorised to make the execution of the Agreement conditional upon the provision of payment collateral (surety) by the Client. The receipt of such a collateral is the precondition for entering the Company to the given Agreement's execution.

4.2. The Collateral may in particular be made in form of the repayment (advance payment for the order) in the amount determined by the Company, third party warranty and/or guarantee, endorsement of the bill (*aval*), letter of credit, bank and/or insurance guarantee and it has to be accepted by the Company in writing.

4.3. The Company may issue to the Client the performance guarantee and/or timeline guarantee in accordance with the terms of the Agreement, binding terms of insurance of goods and services in counterclaims in the case the Client issues to the Company the bank payment guarantee and/or fully prepays the goods and/or fully prepays the agreed advance payment. the costs of insurance shall be covered by the Client.

5. Ownership of the goods

5.1. The Company reserves the ownership right to the transferred goods by the moment of the full payment of the Price for goods and/or services by the Client. In case the Client sells and/or transforms the goods that have not been fully and timely paid and/or refuses the Company to release the goods, which this reservation refers to, the Company shall be entitled to charge the contractual penalty amounting to the double net value of these goods.

5.2. Until the full payment of any and all liabilities for the given delivery of goods and/or services the Company shall be authorised to transfer its rights enjoyed to the Client resulting from the Agreement to third parties on terms set forth in the Civil Code.

5.3. In the case of use and/or transformation of the goods referred to in the par. 5.1. and 5.2. above by the Client and/or goods' merging or mixing with other material elements and/or services (technological processes) in a way enabling the reversal of the previous state and/or making it excessively difficult and/or expensive, it shall be regarded that the Company became the owner of the goods with new outlays (expenditures) on goods and/or property conglomerate created by way of transformation, merging and/or mixing of the goods.

5.4. Sale by the Client to the third parties of the goods indicated above in par. 5.1. – 5.3. before the payment of the full Price is regarded as ineffective.

5.5. In case of delay in payment for supplied goods/ services by the Client, the Company, upon its sole discretion, irrespective of other provisions of these Terms, shall be authorised to:

- (i) Requesting immediate return of the goods transferred to the Client, for which the price, set in the Agreement has not been paid;
- (ii) Request the return of the item created from transformation, merging and/or mixing of above- referred goods, in proportion reflecting the value of goods/ services provided to the Client, for which the due Price has not been paid.
- (iii) Request the payment of the Price for goods/services with interest for delay in commercial transactions.

- 5.6. In case of the Company requesting the return of the provided goods, the Client shall be obliged to satisfy this claim at own expense and risk within 7 (seven) days form receipt of such request. The costs of return shall in particular include the costs of loading, shipping and unloading at the location indicated by the Company.
- 5.7. The right indicated above in par. 5.5. shall be enforceable by the Company also in the case when following the conclusion of the Agreement it will turn probable that the receivables of the Company resulting from the given Agreement with the Client are endangered due to lack of Client's payment abilities determined by the fact of insolvency (bankruptcy) and/or loss of financial credibility.
- 5.8. If the value of the established collaterals exceeds the value of so secured liabilities including the side claims, in particular interest, costs and/or other liabilities resulting from the Agreement by at least 30% (thirty percent), the Company, at Client's request will release the surplus of such collaterals upon Company's choice, provided that all payments have been satisfied by the Client.

6. Execution of supplies/ deliveries

- 6.1. The timely execution of the Agreement shall commence upon condition that the Company is in possession of the stock of goods ordered by the Client. If, due to shortage of the ordered goods at the Company's warehouse, the execution of the Agreement on time agreed by the Parties will not be possible, the Company shall execute the order immediately after the receipt of the supply of stock of goods included in the Agreement and/or by other deadline agreed by the Parties. The charge of the supply date shall in each time be confirmed by the Company and the Client. The absence of confirmation of the new execution dates shall result in withholding of the Order.
- 6.2. Unless otherwise agreed in the Agreement, the delivery of the order shall be executed by way of the carrier and/or forwarder chosen by the Company. The place of supply shall be the address indicated by the Client in the Agreement. Should such address be not indicated by the Client in the Agreement, the Company is authorised to delivery (upon its choice) to one of the following locations:
 - (i) To any of the places where the Client carries out its business;
 - (ii) To Client's business address, as indicated in the relevant Register;
 - (iii) To the place of delivery of the previously executed supplies.
- 6.3. The Client shall guaranty the access and exit of the vehicle of total weight up to 3.5 tons. In the case, if – upon assessment of the driver executing the given supply – there is no access and/or exit available to unloading spot as the access and/or exit would be excessively difficult and/or dangerous, the Company may refuse the delivery of the goods in such spot indicated by the Client. The risk and the costs of the re-supply to new place of unloading shall rest on Client.
- 6.4. The running of time for execution of the Agreement shall start at the date of written confirmation by the Company of the order's acceptance and/or signing the Agreement, provided that all the details of such an order have been agreed therein and all the obligations of the Client, resulting from the provisions of the law in force, the Agreement and the Terms (in particular provision to the Company of the statutory certifications, confirmations and agreed financial collaterals, if and once required).
- 6.5. Should the agreed supply deadline be not met by the Company, with the exception of the cases indicated in the Agreement and/or these Terms, the Client Shall be authorised to withdrawal from the Agreement solely upon providing the Company with the additional deadline for execution of the first supply, which cannot be shorter than 14 (fourteen) business days. The business days shall be the week days from Monday to Friday, except for holidays and days which are free by virtue of the law.

- 6.6. In case of the delay in the execution of the order by Company's fault, the Company should be held liable for damages suffered by the Client on terms provided in the Agreement and these Terms. In any case the Company shall not be held liable for damages resulting from the loss of contractors in real time and/or in the future.
- 6.7. The Company may be held liable within the frame set forth in par. 6.6. If, upon Company's assessment, there are defects of the goods exceeding 5% (five percent) of the total surface of the knitwear/ fabric such as visible stains, dirt on the printed surface. The Client hereby confirms that it is aware of the fact that the stains and dirt occur and may occur and such cases are conform with the material's printing and fixing technology, however, the Company shall be liable for defects resulting from the physical destruction of the material. The Company and the Client will determine the percentage (%) value of the defects and the way of settlement thereof between the Client and the Company. The receivable of the Company will be decreased by such a value and/or additional relevant printing will be made, if possible.
- 6.8. The Company shall not be held liable for cases indicated in par. 6.6 and 6.7. even in case of delay in execution and supply in case of force majeure and/or events for which the consequences cannot be upfront foreseen, such as strike of the personnel, equipment failure; necessary periodic inspection of equipment, resulting from guarantees, shortages in supplies of electricity, heat and water, independent from the Company.
- 6.9. With respect to par. 6.8. the particular, detailed exclusions have been separately described in par. 15 of the Terms.

7. **Quality of goods**

- 7.1. The quality and measures shall be determined on the basis of the standards PN/EN/ and/or Company's internal standards biding at the date of entering into Agreement regarding fabrics, inks, chemicals and/or Samples approved by the Client (the "**Samples**") together with the necessary profiles and codification of colours.
- 7.2. The quality, measurement and weight deviations are permitted to the extent provided by the PN/EN standards and/or by Internal Company Standards (**TPHCS– TPH Company Standards**).
- 7.3. The standards of the Client are permitted, provided that such standards are included in the Agreement and/or relevant attachment thereto.
- 7.4. The Company shall not be held liable for quality of the knitwear/ fabric provided by the Client: All stages of preparation and finishing the knitwear/ fabric are executed in line with the standards and technological specification for the given material, but the Company reserves and limits its liability due to low quality of the knitwear/ fabric provided by the Client, which, after completion of all stages of technological processing still does not reach and does not sufficiently absorbs of the expected colour and saturation. Frequent defects of the goods, which cannot be foreseen by the Company and be held liable for bad quality of final results (therefore, the Company's liability is thus excluded) are, but are not limited to, pilling, printing gaps, resulting from the significant self-dusting of the cloth, low quality of yarn, insufficient effects of saturation following enzymation and significant shrinkage of goods resulting from the low quality of the yarn. The Company shall not be held liable for occurrence of the chiaroscuro effect (stripping, lighter and/or darker lines of colour) as the large printing surfaces with single colour bear significant risk of occurrence of chiaroscuro effects. The print is executed at the Client's risk. The formation of the above-referred effect is a natural phenomenon in course of the digital printing with use of the reactive inks.
- 7.5. The Company reserves the right to withdrawal from the execution of an order following its acceptance and agreeing by the Parties, if, following the supply by the Client of the materials the

Company concludes that the provided material (knitwear/ fabric) is of very poor quality. In such a case the Company shall immediately inform the Client of the occurrence of such a case. The withdrawal by the Company from the further execution of the order due to disclosure of the very poor quality of the material, does not exempt the Client from the obligation to pay remuneration to the Company for the material's printing preparation stage.

8. Collection of orders by the Client

- 8.1. If the Agreement provides for that the Client will collect the goods included in the order itself, such collection may commence immediately after notification of the readiness for such receipt in the premises indicated by the Company, in customs warehouse and/or at Company's warehouse. The costs of such collection of goods shall be borne by the Client. The collection time shall be determined between 9 a.m. and 3 p.m. during business days, as defined in par. 6.5. above.
- 8.2. If the Client does not collect the goods within the timeframe provided in the Agreement and/or such collection will be incomplete due to factors beyond Company's control, the Company shall be authorised to dispatch of the goods without its formal receipt by the Client and/or for storage of goods at Client's expense and risk and issuance of the VAT invoice for it.
- 8.3. The costs of storage after the collection deadline are determined in line with Services Pricelist of TPH.
- 8.4. After notification to the Client by e-mail and/or phone of the readiness for collection of goods and/or services within the timeframe compliant with the provisions of the Agreement and/or Order, the Company is awaiting the quality and quantity collection by the Client within 3 (three) business days. After that timeframe the Company is authorised to issuance of the VAT invoice without the quality and quantity acceptance protocol (report) and starts counting the payable storage time of the goods.
- 8.5. The time for notification of the possible defects of the goods and services by the Client shall be counted from the date of VAT invoice issue.

9. Rules for delivery and dispatch

- 9.1. In the case where, in line with the Agreement, the delivery shall be organized by the Company, the determination of the route, means of transportation and carrier and/or forwarder shall be made by the Company.
- 9.2. Once the goods are transferred to the carrier and/or forwarder, the benefits and burdens as well as risks related to the goods shall pass to the Client, in particular, the risk of damage and loss of the goods. The Client shall be in possession of the relevant insurance for such kind of damages.
- 9.3. In the case the Client collects the goods itself, in line with the provisions of par. 8 of the Terms, the benefits and burdens as well as risks related to the goods are transferred to the Client at the moment of providing the goods for collection. The Company may insure the goods at Client's expense only upon the latter's explicit written order and/or on the basis of relevant provisions contained in the Agreement concluded with the Client.
- 9.4. The supplied goods should reflect the relevant specific requirements for the given kind of goods regarding identification marking of each particular element and preservation of such goods from moist and inundation, dirt, and mechanical damages in course of transportation and shall be marked in line with the relevant rules for technical specification, Labour Inspection rules, Work Safety rules and/or generally accepted practice in the industry.
- 9.5. The costs of packaging and other protective measures are to be borne by the Client.

- 9.6. The Company may execute partial deliveries at the Client's expense, including part of the larger order.
- 9.7. The Company is liable for the Client's goods stored in the Company's warehouse, save for par. 8.2., within its own civil liability coverage. The aforementioned does not exempt the Client from the obligation to possess own, relevant insurance.
- 9.8. The Client undertakes that the goods provided to the Company for the purpose of execution of the order, do not pose threat to life and/or health, are equipped with any and all relevant technical certifications, abilities for the printing and further chemical processing. The Client shall be solely liable for any damages resulting from the poor quality of the so provided goods.

10. Nature of the Agreements

- 10.1. In case of the Agreements of continuous nature, the Parties shall determine in the Agreement the split of goods in periodical schedules of supply in division into particular months and/or other periods pursuant to attached schedules. Upon mutual consent it is permitted to alter the schedules in form of the Annexes to the Agreement.
- 10.2. If the single order, after additional written order from the Client exceeds the amounts of goods provided in such an Agreement, the Company may supply such an increased amount of goods provided that the Company reserves the right to determine the new execution deadline and possible change of the Price. The goods exceeding the volumes set forth in the Agreement will be supplied at the prices in force for the date of supplementing the Agreement and/or order.

11. Warranty for defects

- 11.1. The goods are compliant with the specification of the Agreement if at the date of the collection/ receipt by the Client, pursuant to the Acceptance Report (Statement), they do not deviate from the specification agreed by the Parties. The compliance with the specification shall be measured solely in accordance with the unequivocal quality and quantity standards for the ordered goods, by way of comparability rule of Client and Company's samples, colouring, weight and size. The liability for specified purpose/ use of goods and/or their particular worthiness is assumed solely to the extent as explicitly stated in the Agreement. In any other case the risk of purpose and usability shall be borne solely by the Client. The Company shall hold no liability for deterioration and/or destruction of the goods in consequence of their inappropriate use by the Client following their receipt/ collection, including the future risk of worthiness.
- 11.2. The Client shall immediately examine the goods after their receipt/ collection. The claims regarding defects will be considered only if the call to remedy the defects is immediately filed in writing, together with the documentation of the stated defect. The latent defects shall be notified by the Client in writing immediately after being disclosed, but not later than before the lapse of the final deadline, set forth in the Agreement and/or lapse of statutory prescription period. Maximum timeframe for lodging the complaint with respect to the stated defect is 14 (fourteen) calendar days. Subject to complaint may be solely complete, untouched bale of printed material.
- 11.3. In case of defect of the Client's goods by the fault of the Company, the Company may, upon sole discretion remedy the defect and re- supply the goods to the Client, or supply the Client with the original material free of defects without charging the remuneration for the service.
- 11.4. If the Company does not remedy and/or does not supply the Client with the new defect-free material due to the lack of technical or technological capabilities (e.g. equipment failure) or timeframe requested by the Client, the latter may request the decrease of the price of the defected goods by way of additional discount or withdraw from the Agreement. Any further claims from the Client are excluded.

- 11.5. In case of legal defect of the Client's goods, at Client's side, the Company is still authorized to demand the payment of remuneration for executed services, resulting from the Agreement from the Client.
- 11.6. The Company may refuse the amending of goods if such an amendments would be connected with disproportionate costs, i.e. in particular in the case the direct amending costs, including necessary outlays, exceed 33% (thirty three percent) of the final net price of the goods.
- 11.7. If the Client states no defects in goods included in the supply at their collection/ receipt in consequence of performance of no appropriate examination or failure in due diligence at such examination of goods, Client's further title to claim to remedy the defects shall be unjustified.
- 11.8. Should the Client intend to file the complaint, the Client shall immediately notify the Company of the possibility to examine the goods, which the complaint regards. At Company's call the Client shall make accessible complete and intact goods. The goods subject to complaint shall be provided at the Client's expense. In case of unjustified complaint the Company is authorized to charge the Client with the costs of quality control and verification tests, in particular commissioned tests and inspections. The Company may request the prepayment/ advance payment for the costs of transportation and handling of the complaint at Client's.
- 11.9. In case of good been sold as declassified, the Client is not vested with any future claims regarding defects, which have to be taken into account in case of such goods.
- 11.10. The Company shall not be held liable for typos, errors in graphics and texts in Client's designs, in which there is no interference of the Company. The designs created by the Company have to be approved by the Client. After their acceptance the Company shall not bear any liability for their contents and quality. Colour visualisation of designs in electronic form depends mainly on calibration of the monitor, thus the final print on the basis of the chemically processed goods may or shall have different shades/ tones in case of printing on other kind of material to which it is transferred. In such a case the Client accepts such state of visual perception and technical capabilities of the colour printing process on goods pursuant to the WYSWYG rule ("*what you see what you get*").

12. Limitation of liability and prescription period

- 12.1. Unless otherwise specified in these Terms and/or in the Agreement, the Company shall be held liable for damages in the case of infringement of the key contractual terms only in the case of deliberate actions and/or gross negligence. In any other case the liability of the Company is limited to the general terms of civil liability insurance.
- 12.2. The aforementioned limited liability shall also be in force in the case, where – in consequence of the deliberate actions or omissions of the Company – the life, health and/or body integrity were endangered.
- 12.3. The Company guarantees the liability for quality of goods and services within 12 (twelve) months from the date of issuance of invoice, upon condition that the goods are used on "*wear & tear*" basis, guaranteeing the Company the decrease of the assessment of the defective goods in case of regular wear of goods, as not being subject to claim for remedy the defects and imperfections

13. Foreign sales, tax on goods and services (VAT)

- 13.1. If the Client, having its business seat outside the territory of the Republic of Poland (foreign Client) collects the goods and transfers them and/or dispatches them to third country (outside the European Union), such Client is obliged to present the Company the information concerning the registration of its entity and its business seat, as well as information on customs fees and/or exemptions therefrom which it benefits and/or may benefit, together with the copy of relevant tax identification document of the Client.
- 13.2. In case the Client's relevant registration data have not been provided and no tax ID document in the given Country has been presented, the Company is authorized to account for the due domestic output VAT to the value of the order in accordance with the domestic rules.
- 13.3. The Company may issue the correction of the output VAT within up to 21 (twenty one) days from the issue of the VAT Invoice, provided that the original export documents are delivered by the Client.
- 13.4. In the case of supply from the territory of the Republic of Poland to another member state of European Union, the Client shall provide the Company with its valid tax identification number for intra-community transactions, used by the Client for the business activities in the European Union member states other than Republic of Poland and original transportation/ dispatch documents, such as freight bills/ documents received from carrier and/or forwarding agent, responsible for transfer of goods from the territory of Poland, confirming unequivocally that the goods were delivered to its destination on the territory of other European Union member state.

14. Withdrawal from the Agreement

- 14.1. In the case of withdrawal by the Client from the Agreement or the part thereof for reasons attributable to the Client, in particular resignation from the terms of the Agreement, specifically from the purchase of the goods or service offered by the Company with the manufacturing time frame booked and material purchased for the sake of satisfaction of the Client's order, the Company is authorized to charge the contractual penalty amounting to up to 100% (one hundred percent) of the gross value of the entire order set forth in the Agreement. The Company reserves also the right to keep the advance payment received from the Client for the execution of the Agreement.
- 14.2. In the case of withdrawal by the Client from the Agreement or the part thereof for reasons attributable to the Client, in particular resignation from the order where the subject of the order has already been prepared for the special order of the Client, in addition to the contractual penalty referred to in par. 14.1., the Company is authorized to receipt of refund of any and all costs relating to the execution of the order and in particular the costs of material, transportation and costs of preparation for service, manufacturing and storage of the subject of the Agreement until the Client's payment.
- 14.3. The Company is authorized to withdraw from the Agreement for the reasons attributable to the Client in particular in the case of absence and/or delay in agreed payment of remuneration (even partial), exceeding 14 (fourteen) calendar days from the payment deadline determined in the Invoice and/or set forth in the Agreement.
- 14.4. In the case the value of damages suffered by the Company in the consequence of necessity to withdraw from the Agreement for the reasons determined in the preceding paragraphs exceeds the values set forth in the par. 14.1. – 14.3., the Company may seek compensation for damages based on general rules.

15. Force majeure

- 15.1. Neither Party shall be held liable for delay in execution, non-performance of the entire and/or part of the Agreement due to force majeure. In case of occurrence of the force majeure event, the Party whom such an event concerns, shall immediately notify the other Party in writing on such event and undertake any reasonable steps to remedy and/or minimize the consequences of such an event.
- 15.2. If the force majeure lasts for more than 30 (thirty) days, each Party has the right to terminate the Agreement upon notice with the agreed 30-day (thirty-day) term of notice in full and/ or in relevant part.
- 15.3. The case of occurrence of such force majeure cannot be treated as a factor justifying the refusal of payment by the Client of the remuneration to the Company for goods and services provided/ executed to date.
- 15.4. If any of the factors connected with the force majeure regard directly the given party's ability to perform its obligations under the Agreement in due time, the time set forth in the Agreement shall be appropriately extended by the time equal to the time of acting force majeure and/or time necessary for remedy its consequences enabling the undertaking of the further actions.
- 15.5. The force majeure shall be defined as an occurrence of an event of an unusual character, which could not be prevented by the Parties and which could not be reasonably foreseen, in particular riots, fire, strikes, collective disputes, military conflicts, martial law, natural disasters, adverse weather conditions as well as the conflicts between employers and employees in own and external cooperating enterprises, equipment/ machines failure, acts of the public authorities and offices and any other similar circumstances through no fault of any of the Party to the Agreement.

16. Copyrights

- 16.1. In the case of creating at Client's request of the own graphic design for the goods manufactured by the Company, such design constitutes the Company's property (becomes Company's ownership), unless otherwise agreed by the Parties in writing.
- 16.2. The Client shall be held solely and fully liable for any and all legal defects arising from the contents and/or form of projects and patterns provided by the Client for printing by the Company for the benefit of such Client, i.e. in particular logotypes, typesets and graphic illustrations, etc. used on Client's products in particular including and not limited to any infringement of copyrights and other third party rights.
- 16.3. The Client hereby declares and confirms that the Client is vested with an appropriate, relevant and valid legal title to the aforementioned projects and patterns, indicated above in par. 16.2. provided by the Client for printing by the Company and to designs executed for Client's benefit and is in possession of relevant, valid copyrights to the graphic designs delivered to the Company (including logotypes, typesets and graphic illustrations and other materials e.g. patters, illustrations, etc.) which are to be used on Client's products ordered by the Client.
- 16.4. In connection with the aforementioned statement of the Client referred to in par.16.3., the Company shall not in any case be held liable for consequences of actions and/or omissions of the Client, related to execution by the Company of the Agreement with the Client, which might turn out as infringing, deliberately and/or involuntarily the copyrights and/or other third party rights, regarding given graphics, designs, typesets and graphic illustrations, patters, etc. which are to be used on the products ordered by the Client in line with the Agreement.

- 16.5. The Client shall fully indemnify and hold harmless the Company, its owners, management, employees and representatives against any and all claims, allegations, actions, suits, demands, liability for damages, losses, settlements, costs and expenses (including without limitation attorneys' fees and costs) of third parties and/or any public authorities of any kind, which may arise out of, relate to or result from any actions or omission of the Client, which would turn out being actions/ omissions violating/ infringing copyrights and/or other third party rights.
- 16.6. In the case of entering into agreement and/or placing orders with the Company, the Client is obliged to provide for written statement on ownership/ possession of full relevant copyright to the given design/ pattern being subject to the Agreement (logotypes, typesets and other materials, e.g. patterns, graphic illustrations, etc.) and if necessary – at Company's request – present the documents confirming the relevant legal title thereto.
- 16.7. The applicable law with respect to copyrights shall be the Law in force in the state of residence of the Company, i.e. the Polish Law, including in particular the Law dated February 4, 1994 on copyrights and related rights (unified text in Journal of Law of 2019, item 1231, as amended).

17. Final provisions

- 17.1. Any amendments and alterations to these Terms shall be made in writing in the particular Agreement otherwise null and void.
- 17.2. Any disputes arising from the execution of the Agreement the Parties shall submit to the settlement by the public court relevant for the seat of the Company.
- 17.3. With respect to any issues not stipulated in the Agreement and these Terms the relevant provisions of the Polish law shall apply, in particular the provisions of the Civil Code and any other relevant generally applicable laws.
- 17.4. The Company and the Client are obliged to maintaining confidentiality and keep the commercial secrets and not to provide information on their activity and agreements and arrangements concluded by and between the Parties to the third parties, unless such disclosure obligation results from the generally applicable laws and regards the rights of the public authorities and local governmental bodies. The Parties are obliged to immediate mutual notification of the executed, initiated and/or ongoing controls, during which the disclosure of the Company and Client's data has been made and/or could occur (e.g. VAT cross-checks, etc.).
- 17.5. With respect to the rules regarding protection of the personal data the regulations of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Law dated May 10, 2018 on personal data protection (unified text in Journal of Law of 2019, item 1781, as amended) shall apply. The Company shall inform the Client on any relevant data protection and processing issues in the separate document which shall be signed by the parties and becomes an integral part of a given Agreement entered by and between the Company and the Client, upon its signing.
- 17.6. Any annexes and attachments to the Terms constitute their integral part.
- 17.7. These Terms are being published on the Company's web site. The Client placing order with the Company acknowledges that they are fully applicable to mutual contractual relationships of the Parties, resulting from the order and accepts their content. The Parties may contain separate and/or additional provisions in the specific Agreement and/or order.

- 17.8. The Company reserves the right to amending and/or altering the Terms in any time and they become binding from the date of announcement/ publication on the web site. With respect to the orders already placed and agreements already concluded, the Terms in the version applicable for the date of concluding the Agreement shall be binding.
- 17.9. In the case of discrepancies and/or doubts over the interpretation the Polish version of the Terms shall prevail.