

1. These general terms and conditions of the agreement, hereinafter referred to as GTC (general terms and conditions), apply to all sales and (delivery) agreements for goods, or agreements for the provision of services offered by Pumafoł (hereinafter referred to as the Seller), even if they are not re-submitted to the Buyer during subsequent sales (deliveries, orders, or commissions).

2. No other general terms and conditions, templates, or regulations used by the Buyer shall apply to agreements concluded between the Seller and the Buyer.

3. In case of a conflict between certain provisions of the GTC and the agreement, the Parties shall remain bound by the provisions of the GTC in the remaining scope.

4. If the legal relationship resulting from the agreement is of a continuous nature, changes to the GTC shall be binding on the Buyer from the first day of the month following the notification of the Buyer about the change to the GTC, unless the Buyer has terminated the agreement at the earliest possible termination date.

5. Wherever the provisions of these GTC refer to: Buyer - this shall mean the other party to the agreement concluded with the seller; agreement - this shall mean any agreement obliging the seller to perform a non-monetary service for the buyer, including a sales agreement, delivery agreement, contract for specific work, agreement for the transfer of rights and provision of services; price - this shall mean the buyer's monetary performance reserved in the agreement for the seller; goods/items - this shall mean the items offered by the seller: things and, accordingly: a right or the result of a service; delivery - this shall also mean the provision of services, accordingly.

6. The agreement is concluded as a result of the buyer placing an order (in particular in documentary form, by phone) and its acceptance by the seller (in documentary form by issuing a sales order document), or as a result of the seller and the buyer signing the agreement document.

7. The sales order document specifies in particular: the date of issue of the document, the order number, the parties to the agreement, the shipping (delivery) date, the price, the description of the subject of the agreement (goods), the method and date of payment, the delivery address, the delivery conditions.

8. The seller shall provide the buyer with documents specifying the method of storing (warehousing) the subject of the agreement, by issuing certificates, declarations of conformity, other documents confirming the quality (properties) of the goods, labels.

9. In the event that the seller cannot accept the order, or can accept it only with reservations regarding changes, the seller shall notify the buyer thereof within 5 business days from the date of

receipt of the order. Orders placed by the buyer on a non-working day or after 3:00 PM on a business day shall be deemed to have been received at 8:00 AM on the next business day.

10. An order with changes, of which the seller has notified, shall be binding on the parties if the buyer confirms the order within 2 business days. In the absence of confirmation, the order shall not be fulfilled by the seller.

11. The buyer may cancel the placed order in documentary form (withdraw from the agreement), but no later than 24 hours from the date of acceptance of the order by the Seller.

12. Proposals, announcements, price lists, brochures, catalogs, etc., which originate from the seller are for informational purposes only and do not constitute an offer that is binding on the seller.

13. The seller's offer, unless otherwise stipulated, ceases to be binding if it is not accepted by the buyer immediately, in any case after 7 calendar days from the date of its submission.

14. Delivery shall be carried out in the manner described in the sales order.

15. The seller guarantees to meet the shipping (delivery) date of the goods adopted by the seller in accordance with the seller's capabilities and provided that the buyer timely fulfills the buyer's own obligations towards the seller.

16. The shipping (delivery) date shall be extended in the event of unforeseen circumstances that are outside the ordinary course of events, regardless of whether they are related to the seller's activity, or the activities of its subcontractors/sub-suppliers, including but not limited to events resulting from force majeure. Such unforeseen circumstances include, in particular, breakdown of production equipment, power outages, interruptions in the supply of other utilities, delays and interruptions in the supply of raw materials.

17. The seller shall notify the buyer of failure to meet the shipment (delivery) deadline in any form, indicating the reason and specifying a new shipment (delivery) deadline.

18. The risk of loss, accidental loss, damage, accidental damage to the subject of the contract passes to the buyer at the moment of loading for transport at the seller's premises, regardless of the provisions contained in the transport documents and regardless of who orders the transport.

19. The seller is not responsible for the delivery time of the subject of the contract to the buyer by the carrier, regardless of who orders the transport.

20. In the event of a delay in the shipment (delivery) of the subject of the contract at the buyer's request, or due to circumstances attributable to the buyer (e.g., payment delays resulting in the suspension of shipment (delivery) of the subject of the contract, or the buyer's refusal to accept the subject of the contract, or failure to indicate the place to which the subject of the contract is to be sent), the seller may demand that the buyer cover storage costs, at a rate of 3% of the net price of the goods for each week of storage.

21. Once this delay period exceeds 90 calendar days, the seller acquires the right to freely dispose of the goods, including their destruction, without losing the claim against the buyer for payment of the price and covering the costs of their storage and destruction.

22. Due to the nature of the goods offered, the seller reserves a tolerance for quantitative accuracy in order fulfillment of plus/minus 10%, and in the case of bags (packaging) with print, plus/minus 20%. The goods are sold according to sales units expressed in linear meters or pieces.

23. The properties of the subject of the contract shall be consistent with the specifications explicitly provided by the seller in the documents sent by the seller relating to a specific delivery/order (cards, certificates, attestations, etc.). No other assurance as to properties, including suitability for a specific application, is given and cannot be presumed.

24. If the fulfillment of the buyer's order involves the seller making printing matrices (so-called polymers), the buyer is obliged to cover the costs of their production. The polymers made by the seller, in accordance with the buyer's order, are stored for use in fulfilling subsequent orders of the buyer. The seller is obliged to release the polymers at the buyer's request, if the buyer is not in default with the payment for the polymers or any other amount due to the seller.

25. If within 2 (two) years from the date of fulfillment of the last order using a given polymer, the buyer does not place another order requiring the use of the given polymer or submits a statement earlier about definitively abandoning the use of the print pattern placed on the given polymer, the buyer is obliged to collect the polymer at their own expense from the seller. The seller may also send the polymer at the buyer's expense during the next delivery of goods. If the buyer does not collect the polymer made available to them by the seller, the buyer loses the right to demand the release of the polymer, which the seller may dispose of at the buyer's expense.

26. The shipment (delivery) of each batch of the subject of the contract will be documented by a consignment note or a specification of the goods issued or another document used during intra-community deliveries.

27. Upon receipt of the goods, the buyer is obliged to check the goods quantitatively. Quantitative shortages of goods and their visible defects (including damaged packaging) should be described in the delivery note, consignment note, or other document confirming the transfer of goods, under penalty of forfeiture of claims for these shortages and visible defects (complaint), subject to the provisions of point 18.

28. The buyer is obliged to notify the seller of any hidden defects within 7 calendar days from the collection of the subject of the contract, under penalty of forfeiture of the right to pursue claims for this reason (complaint), subject to the provisions of point 18. A condition for considering a complaint is storing the goods in the conditions described in the documents issued by the seller.

29. On the day of shipment (delivery), the seller will issue and send the buyer a relevant VAT invoice, which will specify the payment deadline and method.

30. In the case of shipment (delivery) of goods exported outside the borders of Poland, the buyer is obliged to provide the seller with confirmation of export and acceptance of the goods at the destination outside the borders of Poland, in accordance with the requirements specified by the seller in this regard. Failure to fulfill this obligation within the deadline set by the seller entitles him to charge a price increase and demand from the buyer an additional payment of 23% of the price of the goods for which there is no confirmation.

31. In the case of goods exported outside the territory of the European Union, the buyer is obliged to provide the seller with a document in which the customs office confirmed the export of the goods from the EU customs territory, under penalty of a 23% price increase.

32. Unless the parties have agreed otherwise, every price included in the price list, catalog, confirmation, or other document originating from the seller is a net price, based on ex Works (seller's warehouse). This price does not include, in particular, insurance costs, fees and customs duties, taxes (such as VAT), transport costs, unloading, which will be borne by the buyer. The price will also be increased by VAT in accordance with the applicable rate.

33. Price calculation is based on the assumption of stable economic relations. If, in the period between the conclusion of the contract and its performance, the costs of performance (prices of raw materials, labor costs, production costs, tax rates, exchange rates, etc.) significantly (substantially) increase, the seller is entitled, at his discretion, to change the price taking into account the change in relations, or to withdraw from the contract within 7 calendar days from the occurrence of such circumstances. If the buyer does not object within 2 calendar days from the date of notification of the price change, it is considered that he has accepted the new price. The buyer's objection to the price change entitles the seller to withdraw from the contract within 7 calendar days from the date of

delivery of the buyer's objection. Until the statements described in this point are made, the deadline for the performance of the contract is suspended.

34. In the case of payment delays exceeding 7 calendar days (including payment for goods previously delivered and interest for delay) or in the case where the total value of the buyer's obligations (due and not yet due) for the payment of the price of goods exceeds the trade credit limit set by the seller, or when the execution of the buyer's current orders (i.e., orders in progress) would cause this limit to be exceeded, and also if, after the conclusion of the contract, the buyer's economic (financial) situation, in the seller's opinion, significantly deteriorates, or another circumstance arises which, in the seller's opinion, increases the risk of untimely payment for the goods, even if otherwise provided for at the time of concluding the contract, the seller has the right to suspend further production and/or further deliveries of goods, and also has the right to demand payment for the price of goods already produced for the buyer, even if the delivery date of these goods or payment for these goods has not yet arrived, and to withhold the release of the goods until payment of the price (prepayment), or may require the buyer to establish security for payment for the goods. Furthermore, in such cases, the seller may also withdraw from the contract with respect to the buyer's orders not yet fulfilled, without any negative consequences for the seller.

35. The amount of the trade credit limit is determined by the seller at their sole discretion. The seller reserves the right to change the trade limit at any time, and in particular, in accordance with changes in the current credit insurance limit for receivables due from the buyer.

36. In the event of receiving a decision from the insurer to reduce or cancel the previously applicable credit insurance limit for receivables due from the buyer, the seller has the right to deliver the goods to the buyer, even if the delivery date agreed upon by the parties has not yet arrived, and the buyer is obliged in such a case to accept the delivered goods and pay the price for the delivered goods. The moment of delivery (handover) of the goods is considered to be the moment the seller makes the goods available to the buyer.

37. Until the buyer makes full payment for the delivered goods, they remain the property of the seller.

38. If applicable regulations make the seller's rights or obligations, as a taxpayer or tax remitter resulting from the performance of the service or payment of the price, dependent on obtaining a specific statement, certificate, information, or other document concerning the buyer, the buyer is obliged to immediately provide such a document to the seller, no later than within 3 business days from the seller's request. The seller is entitled to withhold the performance of their own services until the buyer fulfills this obligation.

39. In the event of the buyer discovering defects in the delivered goods, covered by the scope and within the term of the warranty granted by the seller, the seller, after conducting a quality

assessment and accepting the complaint, undertakes to deliver goods free from defects, or to refund the price of the defective and returned goods.

40. The seller reserves the right not to accept a complaint if the buyer fails to comply with the complaint procedure rules specified in these General Terms and Conditions.

41. The complaint will be considered provided that the complained goods are delivered to the seller's registered office. The cost of delivering the complained goods to the seller's registered office is borne by the buyer. In the event of the complaint being accepted, the seller will reimburse the buyer for the costs of delivering the complained goods to the seller's registered office.

42. All disputed matters that will be considered by a common court will be considered by the court having local jurisdiction for the seller.

43. In the case of concluding an agreement with an entity having its registered office outside of Poland, but within the EU, the parties, by concluding an agreement regarding the delivery of goods, simultaneously conclude a jurisdiction agreement, within the meaning of Article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L of 20 December 2012), on the terms described below.

44. The parties jointly agree that they hereby conclude an agreement, within the meaning of Article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L of 20 December 2012) and establish contractual jurisdiction. The parties agree that the court or courts of the Member State - Poland - having local jurisdiction for the seller's registered office, will resolve any dispute or all future disputes that may arise from the agreement concluded between them. The jurisdiction of the courts in Poland thus defined is exclusive jurisdiction.

45. The jurisdiction agreement is concluded in writing, by means of electronic communication, within the meaning of Article 25(2) of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L of 20 December 2012).