

## SENATOR POLSKA Sp. z o.o. GENERAL TERMS OF SALE, SUPPLY AND PAYMENT

### 1. General terms:

- All the supplies and services on the part of Senator Polska Sp. z o.o shall be subject to the terms presented herein. The terms constitute an integral part of the contract and the Buyer confirms that they are the complete and only elements of the agreement between the Buyer and Senator Polska Sp. z o.o. All additional or different terms or decisions must be in writing and shall be binding only to the extent accepted by Senator Polska Sp. z o.o.
- The terms presented herein shall be considered accepted upon the Buyer's agreement to the offer of Senator Polska Sp. z o.o expressed through making an order or signing a contract and receiving the present general terms of sale.

### 2. Terms of payment:

- Unless agreed otherwise in writing, invoices issued by Senator Polska Sp. z o.o shall be payable at the latest on the day of the receipt of goods.
- In the case of exceeding the payment due date, Senator Polska Sp. z o.o. reserves the right to charge the Buyer for legal interests and the costs of issuing payment reminders.
- New clients shall be obliged to cash payments (prepayments) on their first orders. Having made the payment, the client shall be entitled to apply for an extended settlement period.

### 3. Initial terms:

- Orders shall be accepted only in writing (sent by fax or e-mail) and only those including the Buyer's NIP [tax identification] number, detailed address data, telephone and fax numbers, and the names of people responsible for the order on the part of the Buyer.
- Any orders including marking shall be accepted to realization after receiving the Buyer's written acceptance of the visualization which is an integral part of the order.
- Buyers making orders from Senator Polska Sp. z o.o. for the first time shall be obliged to provide the following documents: (the certificate of entry in the business activity register, the decisions on being granted the NIP and Regon [state statistical number] numbers).
- All the offers, orders, commissions and supplies shall be realised according to the principles adopted by Senator Polska Sp. z o.o., based on the current rules of the Polish law.
- Every deviation from the aforementioned principles must be confirmed in writing by Senator Polska Sp. z o.o.
- If there is a risk that the payment for an order may not be made, Senator Polska Sp. z o.o. reserves the right to withdraw from realising the order without giving reasons for its decision. The Buyer must be informed of such a decision beforehand.
- The data included in catalogues, advertising brochures, offer and contract documents of Senator Polska Sp. z o.o. and presented in the form of illustrations, drawings, dimensions and weights, wear and performance indicators, and other data shall be treated as approximate and shall not be binding unless they are clearly stated as binding.
- Senator Polska Sp. z o.o. reserves the right of ownership and copyrights to its drawings and other documents. The Buyer shall be entitled neither to use the aforementioned for other purposes nor to copy or reproduce them, or to make them accessible to the third party. The documents shall not transfer the right of ownership and shall not imply granting any sort of license. Drawings and other documents constituting elements of the offer shall remain the property of Senator Polska Sp. z o.o. and must be returned immediately on the company's request, together with all the possible copies.
- Senator Polska Sp. z o.o. is entitled to the full protection of patents and technical solutions used by the realization of a given order, including the protection of the structure of the concluded contracts.
- The Buyer shall not give other entities information or technical documentation which have been the basis for making the ordered goods.
- Senator Polska Sp. z o.o. reserves the right to use the visual presentations of the results of its work for information and marketing purposes. If the Buyer does not agree on using the logo or trademark by Senator Polska Sp. z o.o., he shall be asked for sending the relevant request in writing.

### 4. Marking – overprinting and engraving:

- The Buyer is asked to deliver ready graphic designs in CDR (text converted into curves, vector graphics, 1:1 scale, no bitmaps)
- In order to achieve the result of intensive colours on a dark base, it is necessary to use a white undercoat or to print the basic colour twice (additional cost of the second overprinting);
- The colours of overprints in the PANTONE scale can be achieved only on a white base, otherwise, their colours will be similar to the colours of the PANTONE scale;
- Advertising overprint in a colour stated according to the PANTONE scale can only be made on a white base. Otherwise, especially in the case of dark bases, Senator Polska Sp. z o.o. cannot guarantee that the desired colours will be achieved. However, it is possible to make a white underprint and put the target overprint onto it. The additional cost of such an operation shall be calculated as if it was the next colour of the overprint,
- In the case of difficult overprints or if it is necessary to put at least two layers of paint, Senator Polska Sp. z o.o. reserves the right to charge more for the overprint, as long as making it involves higher costs.

### 5. Prices:

- The prices in the price list do not include the value added tax (VAT). The VAT value is given separately on each invoice.

- Our company reserves the right to change the prices without previously informing about it in the case of significant changes of the exchange rate, the value added tax (VAT) rates or changes in the prices of materials.
- The prices do not include the costs of transport as they shall be borne by the Buyer, unless it is decided differently upon accepting the order and confirmed in writing.
- The prices of overprinting and prepress shall not be subject to discounts, unless it is decided differently upon accepting the order.
- In the case of larger orders, it shall be possible to negotiate prices.

### 6. Supply:

- The date of delivery set in agreement with Senator Polska Sp. z o.o. is just an approximate date - not a deadline - and therefore shall not be subject to complaint. Supplies shall be realized from the warehouse of Senator Polska Sp. z o.o. located in Sulechów.
- The delivery period shall start at the date on which the written order is received and at the date of the final acceptance of the marking design or the physical sample of the ordered product by the Buyer.
- The delivery costs shall be covered by the Buyer.
- The receipt of goods shall be organized using the Buyer's own means of transport or the services of a forwarding company.
- Senator Polska Sp. z o.o. reserves the right to deliver the ordered goods in quantities +/- 5% different from the ordered ones. Such delivery shall be treated as the proper realisation of the order and therefore shall not be subject to complaint.
- The costs of product and design samples and transport of them shall be covered by the Buyer.
- Senator Polska Sp. z o.o. reserves the right to suspend the shipment of goods without previously informing the Buyer, if the Buyer has not met the liabilities related to the previous supplies.
- The Buyer can cancel the order within 24h from the moment of making it.
- Senator Polska Sp. z o.o. shall not be responsible for untimely deliveries of the ordered goods by carriers.
- Until the Buyer makes the full payment for the ordered goods, Senator Polska Sp. z o.o. remains the owner of the goods, even if the goods have already been delivered to the Buyer.
- The risk of damage or accidental loss of the ordered goods shall be transferred to the Buyer at the moment of the release of the goods from the warehouse of Senator Polska Sp. z o.o.
- Senator Polska Sp. z o.o. does not insure the ordered goods against transport risk unless on the Buyer's clear request.
- On request of the Buyer, costs of package and shipment shall be included in the price of the ordered goods at costs.

### 7. Complaints:

- The buyer is asked control the goods delivered by a forwarder at the receipt. Any discrepancies with order delivered are to be notified to the forwarder at his presence.
- Any complaints concerning damages or losses that occurred during the transport and were not notified to the forwarder at the receipt of the goods shall not be accepted.
- The Buyer is obliged to check if the delivered goods are in accordance with the terms of the contract.
- In the case of any discrepancies, the Buyer shall promptly present a joint complaint report at the latest within 14 days from the date of delivery.
- Should the delivered goods not be in accordance with the terms of the contract, Senator Polska Sp. z o.o. shall be obliged only to complete the missing items and to repair or exchange the faulty ones.
- Senator Polska Sp. z o.o. shall not be liable for damages occurring as a result of the delay in acceptance of the goods, impossibility of service, defaults in meeting contractual or legal obligations, or fault upon conclusion of the contract, unless the damages are caused by gross negligence or wilful act of Senator Polska Sp. z o.o.
- In the case of complaint, the Buyer sends back to Senator Polska Sp. z o.o. only those items from among the delivered goods that he wants to complain about.
- With relation to buyers that are not consumers [consumer means "konsument" as specified in Kodeks Cywilny (the Polish Civil Code)], Senator Polska Sp. z o.o. disclaims any statutory warranties.

### 8. Contract termination:

- Should the Buyer not meet the terms of the contract by due date and also in the case of the Buyer's bankruptcy, the suspension of payment, winding up or dissolving of the Buyer company, Senator Polska Sp. z o.o. shall be entitled to terminate the contract or part of the contract, or to suspend further realisation of the contract without having to pay any damages to the Buyer.
- Moreover, Senator Polska Sp. z o.o. shall have the right to claim the prompt return of the ordered goods which remain his legal property.

### 9. Dispute settlement:

All disputes between the parties shall be solved amicably. Should it not be possible to reach an amicable settlement, the court competent to settle the disputes shall be Sąd Gospodarczy [Commercial Cour of Law] seated in Zielona Góra.