

GENERAL TERMS OF SALE
PARTYDECO Sp. z o.o.

I. DEFINITIONS

1. For the purposes of the present General Terms of Sale of PARTYDECO Sp. z o.o., the terms listed below shall be defined as follows:
- 1) **“Buyer”** - an entity conducting commercial activity and purchasing or intending to purchase Goods from the Seller;
 - 2) **“Offer”** - the Seller’s offer, as per the Act of 23 April 1964 - Civil Code (hereinafter “Civil Code”), presented to the Buyer, where the goal of presenting the Offer is to conclude a Contract;
 - 3) **“GTS”** - the present document “General Terms of Sale PARTYDECO Sp. z o.o.” applicable to sales conducted by the Seller in professional commercial turnover;
 - 4) **“Online Platform”** - the Seller’s online platform, operating under the address www.shop.partydeco.com;
 - 5) **“Order Confirmation”** - the Seller’s declaration of accepting an Order placed by the Buyer for execution;
 - 6) **“GDPR”** - Regulation of the European Parliament and of the Council 2016/679 (EU) 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);
 - 7) **“Seller”** - PARTYDECO Sp. z o.o. (LLC) with registered seat in Szczecin at 11 Czesława Piskorskiego St., 70-809 Szczecin, Poland, registered in the business registry of the National Court Register by the District Court for Szczecin-Centrum in Szczecin, 13th Commercial Department of the National Court Register under number: 0000989139, share capital amount 8 015 000.00 PLN, holding NIP [Taxpayer ID No.]: 9552356219, REGON [No. in Official Business Registry]: 321519156 and entry in BDO [Waste Database]: 00004091. The Seller has the status of a large enterprise within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions.
 - 8) **“Parties”** - the Seller and Buyer;
 - 9) **“Goods”** - objects offered to the Buyer by the Seller, ordered by the Buyer from the Seller or sold to the Buyer by the Seller;
 - 10) **“Contract”** - an agreement for the sale of Goods concluded between the Seller and Buyer;

- 11) **“Order”** - Buyer’s declaration presented to the Seller, specifying demand for Goods or a declaration of acceptance of the Offer;
 - 12) **“Marketing”** – ordering of Goods with delivery to the territory of a given country by the Buyer, making Goods available on the market of a given country by the Buyer, as well as delivery of Goods to the market of a given country within the scope of the Buyer’s commercial activity, for payment or free of charge, for the purposes of distribution, consumption, application or use, including for own purposes.
2. Whenever a term is used in the singular in the GTS, such wording also applies to the plural and vice versa, unless the given provision clearly indicates otherwise.

II. GENERAL PROVISIONS

1. All sale transactions of Goods performed by the Seller on behalf of the Buyer (Contract), with the reservation of absolutely binding legal regulations, are subject solely to the present GTS, unless the Parties agree otherwise in writing.
2. Placing an Order by the Buyer is tantamount to the Buyer’s consent to all provisions set forth in the GTS. Any deviations from the GTS are not binding for the Seller, unless the Seller consents to the application of such deviations in writing.
3. Any properties, data sheets and examples of application of Goods presented in informational and marketing materials or on the Online Platform are purely orientational and pictorial in nature. The detailed properties and data sheets of Goods are made available to the Buyer upon request. Similarly, placement of information about Goods in informational and marketing materials or on the Online Platform does not guarantee their availability. The Seller also reserves the right to, at any time, make changes to the properties and characteristics of Goods, whose presentations, descriptions or specifications were provided in any informational and marketing materials, including the Online Platform.
4. The GTS, Offer, Order and Order Confirmation constitute integral parts of the Contract. Any agreements, assurances, promises and guarantees made orally by the Seller’s employees in relation to signing of the Contract are not binding.
5. Any commercial terms of the Buyer are binding for the Seller if they are consistent with the GTS. In the case of contradictions or discrepancies between the GTS and the Buyer’s commercial terms, the present GTS are applicable.
6. By placing an Order, the Buyer declares that the Contract being concluded is directly related to business activity and is of a professional nature (the Buyer is not acting as a consumer as defined by law). In the case of an Order for packaging or single-use plastic products covered by the provisions of Directive (EU) 2019/904 of the European Parliament and of the Council of

June 5, 2019 on the reduction of the environmental impact of certain plastic products and the Act of May 11, 2001 on the obligations of entrepreneurs in the management of certain waste and on the product fee, the placement of the Order is tantamount to a declaration by the Buyer that the Buyer is not purchasing these products as a final consumer or end-user (“użytkownik końcowy”) within the meaning of the aforementioned legislation, in particular for use for its own needs, without further resale. The above statements shall be deemed to be repeated with each Order placed by the Buyer.

7. If the Parties have concluded a separate written agreement, which regulates the principles of cooperation in a manner different from that described in these GTS, the provisions of the relevant agreement applicable in this respect shall prevail.

III. ORDERS AND RESPONSIBILITY OF SELLER AND BUYER

1. An order may be placed via the Online Platform as well as via e-mail, using the API (Application Programming Interface), EDI system (electronic data interchange – following granting of access by the Seller under separate agreement), or via telephone call to the Seller’s employee, and should contain, at the least:
 - a) specification of the Buyer and person placing the order,
 - b) description of the subject of the Order, particularly the names, catalog numbers and quantities of Goods,
 - c) place of delivery, where a single Order may specify only one place of delivery of the Goods, unless the Parties agree otherwise.
3. The Order constitutes the grounds for concluding the Contract. If an Order is placed based on an Offer, in the case where any change is made with respect to the wording of the Offer or where the Buyer introduces reservations to the Offer, the Contract will be concluded only at the time when the Seller issues an Order Confirmation accounting for such changes or reservations.
4. In the case where an Order is placed by the Buyer and no Offer has been received (e.g. based on an invitation to negotiations, via the Online Platform, EDI system), the Contract is concluded at the time when Order Confirmation is sent to the Buyer or the Seller commences performance thereof (change of Order status to “packing in warehouse”).
5. In the case of an Order placed via the Online Platform, its registration will be confirmed via electronic means of communication. Confirmation of registration does not constitute Order Confirmation and is solely intended to notify the Buyer that their Order has been received by the Seller.
6. The Buyer is obliged to check whether the confirmation of Order registration contains correct data, including the quantity and price of ordered Goods, invoice data, delivery address. In the

case of any incorrect details, the Buyer is obliged to notify the Seller of such incorrect items immediately.

7. The Seller reserves the right to commence execution of an Order without prior contact with the Buyer or issue of Order Confirmation. Commencement of execution of an Order by the Seller is tantamount to concluding of the Contract. An Order placed via the Online Platform must be confirmed in the case where it cannot be executed in full.
8. Selection of additional Goods following placement of an Order, including a change of quantities in an Order that has already been placed, will, in every instance, be considered as a separate Order, unless the Parties agree otherwise.
9. The Buyer is responsible for providing true data and bears full responsibility for information provided by them over the course of placing the Order as well as for the actions of persons acting in their name. The Seller is not obliged to verify the data provided by the Buyer and bears no responsibility for the consequences of incorrect placing of an Order by the Buyer.
10. The Seller has the right to sell Goods that have not been accepted or been returned by the Buyer in accordance with the provisions of the GTS.
11. In every instance, the Seller holds the right to refuse Order Confirmation or execution of an Order in part or entirety, even without providing a reason, particularly if:
 - a) the Buyer's financial situation has deteriorated prior to issue of Order Confirmation or performance of the Contract, including in the case where the bankruptcy declaration has been filed with regard to the Buyer;
 - b) the Buyer remains in arrears with any past payment of dues to the Seller;
 - c) the Seller is unable to undertake execution of an Order for logistical, technical, production reasons or other difficulties.
12. The Seller may commit, for a separate fee for services or additional activities, to insuring the Goods for the time of transport, legalizing documents, performing laboratory testing and certification of Goods, marking of Goods (including with the appropriate official language), preparing safe use instructions, if the activities enumerated above are requested by the Buyer and the Seller consents to performing such activities.
13. The Buyer places an Order after verifying the properties and characteristics of the Goods as well as the fulfillment of requirements concerning marketing on the appropriate market. In informational and marketing materials, in an Offer or on the Online Platform, the Seller may inform of restrictions concerning possibilities of marketing Goods on specific markets, which does not release the Buyer from the obligation to take due diligence when conducting independent verification within this scope. The Buyer is independently and solely responsible for performing any and all obligations associated with marketing on the relevant market, including, among others, obligations associated with customs duty, proper marking of Goods

(including the required official language), required testing, obtaining opinions, approvals and permits, preparing safe use instructions and fulfilling environmental requirements. The Seller is not responsible for any harm arising from failure by the Goods to meet the requirements of the relevant market, unless the Seller has provided the Buyer with a written assurance in this scope.

14. The Buyer is obliged to adhere to all relevant legal regulations as well as the industry and occupational standards in the country in which the Buyer is operating as well as in which Goods are to be marketed. Apart from generally applicable legal regulations, the Buyer is responsible for adhering to requirements concerning marketing on the relevant market, including import, transport, storage and sale. The Buyer is obliged to comply with obligations imposed by law, including pay all customs duties, taxes and fees as well as to have all required documents and permits associated with marketing on the relevant market, including complying with its obligations under national legislation implementing the provisions of Directive (EU) 2019/904 of the European Parliament and of the Council of 5 June 2019 on the reduction of the impact of certain plastic products on the environment. The Buyer also assumes the responsibility of proper waste management and performing any and all other environmental obligations in accordance with binding legal regulations in this scope, which also pertains to performance of registration and reporting obligations. The Seller may assume all or part of the obligations relating to the marketing of the Goods and, in such a case, shall notify the Buyer of this by an express declaration in this regard.
15. In the case where Goods are marketed by the Buyer outside of the European Union, the Buyer assumes full responsibility for any damages caused by Goods or arising from defects of Goods. The Buyer waives the right to pursue claims with respect to the Seller for damages caused by Goods or arising from defects of Goods outside of the European Union.
16. In the case where the Seller is obligated to take action for the purposes of recovering Goods, withdrawing Goods from the market, notifying consumers of the weight of sold Goods or other actions of a similar nature or effect, the Buyer will participate in such actions as the Seller recognizes as justified and proper or as ordered by relevant bodies or institutions. Accordingly, the Buyer is obliged to notify the Seller of any and all proceedings undertaken by relevant bodies or institutions that may put into question marketing of Goods and to enable the Seller to participate in such proceedings under the penalty of expiration of the Seller's liability.
17. The Seller is responsible for damages arising from breach of the granted warranty or threat to life, of injury or damage to health, with the reservation that the Seller is responsible solely for damages caused by purposeful fault or gross negligence. The Seller's liability is limited to damages whose occurrence is typically expected in relation to conclusion of the Contract, and in particular, the Seller does not bear liability for lost benefits or indirect damages.

18. The Buyer shall release and secure the Seller from and against any claims, proceedings, costs or damages arising from any breach of the provisions set forth in par. 13-16 above by the Buyer, their employees, agents or persons collaborating in another character, and shall compensate the Seller for any costs or damages arising therefrom. In the case where the Seller incurs any damages, the Seller is entitled to claims for damages against the Buyer in the full amount, which is not limited by any reservations.

IV. PRICES, DISCOUNTS AND PAYMENT METHODS

1. The prices given by the Seller are net prices, which will be increased with applicable Value Added Tax according to binding regulations. Unless the Parties have agreed otherwise, the price for Goods does not include other taxes, fees and receivables, particularly carrier costs, customs duties, import duties, which will arise in relation to performance of the Contract and be charged to the Buyer. The final selling prices applicable under the Contract shall be stated on the invoice documenting the transaction.
2. The Seller enables the Buyer to make payment for Goods using the following methods:
 - 1) cash on delivery - in the form of cash transferred to the carrier,
 - 2) bank transfer to account specified on issued invoice or pro forma invoice,
 - 3) other method agreed upon by the Parties.

Unless the Parties have agreed otherwise, payment should be made in the form of a bank transfer to the Seller's account indicated on the invoice or pro forma invoice.

3. The Seller reserves the right to exclude selected forms of payment in reference to certain categories of Goods, quantities of Goods, as well as in the case of an Order of a specific value or place of delivery. In particular, it is impossible to make cash payments for an Order having a gross value exceeding 15,000 Polish zlotys.
4. In the case of payment by bank transfer, the Buyer assumes the obligation to pay the price by the deadline arising from the invoice or pro forma invoice issued by the Seller. Payment is considered to have been made at the time at which funds are credited to the Seller's bank account.
5. The Buyer is obliged to make payment of the price in the currency specified in the issued invoice or pro forma invoice. If the price has been specified in a foreign currency, the Buyer may not make payment in Polish zlotys, unless the Seller has indicated that payment may be made in Polish zlotys and has defined the terms of converting the foreign currency to Polish zlotys.
6. Acceptance of the GTS is equivalent to authorization of the Seller by the Buyer to issue a VAT invoice without the Buyer's signature and consent, according to art. 106n par. 1 of the Act of

11 March 2004 on value added tax, to receiving invoices from the Seller in electronic form, sent to the e-mail address given by the Buyer. The Buyer has the right to withdraw consent to receiving invoices in electronic form, and the Buyer's relevant declaration must be delivered to the Seller in writing or else void. In the case of withdrawal of consent by the Buyer with regard to receiving invoices in electronic form, the Seller transfers to the carrier the invoice concerning the Contract being performed along with the Goods.

7. In the case where the Buyer is in arrears with payment of any mature receivables to the Seller, besides other rights arising from the GTS and legal regulations, the Seller is authorized to charge interest according to the maximum rate of statutory interest, immediately suspend all deliveries of Goods and refuse to accept further Orders until such time as arrears are paid in full. The Buyer bears responsibility for suspension of deliveries, including the costs of storing and insuring Goods.
8. In the case where the Buyer is delayed in paying any mature receivables to the Seller, the Seller may deprive the Buyer of all granted discounts, price reductions, premiums based on turnover, carrier rebates or other price benefits. Moreover, the Seller is entitled to demand refunding of the costs of enforcing receivables and the costs of legal assistance.
9. If trade credit has been granted to the Buyer, it may be limited or revoked by the Seller at any time, particularly in the case of justified doubts as to the Buyer's solvency or credit rating. Regardless of the above, in case of the occurrence of circumstances indicating a threat of failure by the Buyer to make payment for the Order, the Seller reserves the right to make performance of the Contract dependent on pre-payment in the full amount or advance payment.
10. If the sum of the Buyer's dues to the Seller (gross including VAT) and orders placed but not yet invoiced (gross amount including VAT) exceeds the individual trade credit limit granted to the Buyer, the Seller has the right to suspend acceptance of Orders until such time as all dues are paid by the Buyer or the Seller makes a decision to increase the trade credit limit.
11. The Buyer does not have the right to deduct any mutual obligations from the Buyer's obligations with respect to the Seller.
12. If payment of the price is to be done in the form of a pre-payment, or if the Buyer was to pay an advance on the Order, the Buyer's delay in making such a deposit entitles the Seller to withdraw from the Contract in its part or entirety, without an additional call, within 60 days following expiration of the deadline for deposit of the pre-payment or advance.
13. In relation to the circumstance that the Seller's receivables may be subject to insurance, the Seller is entitled to the right to withdraw from the unperformed Contract in part or entirety in the case where the insurer revokes insurance protection on the Seller's receivables with respect to the Buyer. The Seller is entitled to withdrawal within 60 days following receipt of

information on revocation of insurance protection. In order to avoid termination of the Contract, the Buyer may make payment for the Goods prior to expiration of the payment deadline.

14. Regardless of any indications of the Buyer to the contrary, the Seller is entitled to book the Buyer's payments as covering the debt that reached maturity first. If incidental receivables have arisen (costs and interest), the Seller is entitled to settle payments with the priority of covering costs, followed by interest, and finally, the principal amount of the given receivable.
15. The Seller is entitled to change the prices of Goods at any time. Changed prices are applicable to all sales transactions starting from the date indicated by the Seller.

V. DELIVERY AND RECEIPT OF GOODS

1. Goods are subject to delivery, if the value of the Contract is no less than net 300 zlotys in the case of Orders placed via the Online Platform and net 300 zlotys (or in the case of foreign deliveries 300 EUR/USD/GBP) in the case of Orders placed by other methods.
2. Goods are delivered at the Buyer's expense. The amount of delivery costs depends on the value of the Contract, the characteristics and properties of Goods and potential additional requirements, particularly weekend deliveries.
3. Goods are delivered at the Seller's expense:
 - a) within the territory of Poland, in the case where the gross value of the Goods covered by the Contract exceeds 700 Polish zlotys net,
 - b) within the territory of the European Union, Switzerland or Norway, when the value of Goods covered by the Contract exceeds 500 EUR,
 - c) within the territory of the United Kingdom, when the value of Goods covered by the Contract exceeds 500 GBP.
4. Detailed information concerning Goods delivery costs can be found on the Online Platform in the "Delivery information" tab.
5. Delivery of Goods performed in relation to the concluded Contract is rendered by a third party under the terms specified in a separate terms and conditions document, published on the website of the relevant carrier. The Seller is not liable for damage that may arise from delivery of Goods by the carrier.
6. Goods delivery times specified by the Seller are estimated times. The Seller shall make every effort to carry out deliveries by the established deadlines, however keeping these deadlines may be dependent on whether the Buyer, the Seller's suppliers, as well as carriers perform their respective contractual obligations. Lack of delivery by the specified time does not result

in the Seller's liability for any losses or damage caused by delay, and in particular, the Seller is released from any liability associated with untimely delivery of Goods by the carrier.

7. If the Parties have not agreed otherwise, the risk of loss or damage of Goods is transferred from the Seller to the Buyer at the time the Goods are handed over to the Buyer, and in the case where the Goods are entrusted to a carrier - at the time when the Goods are handed over to the carrier, regardless of which party selected the carrier and bears transport costs.
8. The Buyer shall ensure, at the place and time of delivery of Goods, the presence of a person authorized to receive Goods in the Buyer's name, where refusal to accept Goods or absence of a person authorized by the Buyer does not release the Buyer from the obligation of timely payment for Goods. It is presumed that the person accepting Goods is authorized by the Buyer to perform this activity.
9. Goods shall also be considered to have been delivered when the Buyer refuses to accept the delivery without any grounds. In such a case, the Goods may be stored and insured by the Seller or a third party at the Buyer's risk and expense.
10. When receiving a delivery, the Buyer has the responsibility of checking Goods for damage, missing quantities, breach of bulk packaging guidelines, compliance with specifications. In the case of reservations, the Buyer should make the appropriate annotation on the carrier's consignment note and draw up a report with reservations signed by the Buyer and carrier. The Buyer shall transfer copies of these documents to the Seller along with a claim within 14 days from the delivery date. The absence of an annotation on the consignment note or failure to prepare a report exclude the Seller's liability for defects or missing quantities. In every instance, the Buyer shall secure damaged Goods and enable their inspection by the carrier, Seller, or their insurers.
11. In the case of visible damage to the pallet or external boxes of delivered Goods, the Buyer is obliged to draw up a report with an annotation concerning damage signed by the Buyer and the carrier. The above constitutes a necessary condition for filing a claim.
12. In the case of contactless deliveries, i.e. when the Buyer does not receive Goods in the presence of the carrier, the absence of a recording from monitoring or of other proof confirming the existence of damage in the shipment at the time of receipt constitutes a circumstance, the proof of which burdens the Buyer in the claim consideration process.
13. In the case where it is required to obtain any approval or consent for delivery of Goods, the Seller is not liable for any delay in delivery arising from the wait to obtain such an approval or consent.
14. Goods purchased by the Buyer shall not be returned.

VI. DEFECTS OF GOODS

1. The Seller bears liability under the warranty for a period of 6 months from the Goods delivery date or for the period determined by the date of minimum shelf life of the Goods, or the best-before date of the Goods, where this is shorter.
2. The Buyer is obliged to immediately notify the Seller of defects that cannot be detected despite thorough examination of the Goods upon receipt, within 3 days following detection of such defects, under penalty of loss of rights and claims associated with such defectiveness of Goods. A hidden defect is considered to be any production damage that the Buyer is not able to determine at the time of receipt of Goods.
3. The Buyer is obliged to report visible qualitative defects of Goods within a maximum of 30 days from the time of their receipt under penalty of loss of rights and claims associated with such defectiveness of Goods.
4. The Buyer is obliged to report discrepancies between the ordered quantity of Goods and the received quantity of Goods within 14 days from the time of their receipt under penalty of loss of rights and claims associated with such defectiveness of Goods.
5. Claims are handled via electronic mail, and claims must be sent to the address: reklamacje@partydeco.com or claims@partydeco.com. The claim report must include the following information:
 - a) Buyer's information,
 - b) symbol or EAN code of reported Goods,
 - c) Order number, invoice issued for the Order or another document confirming the purchase of Goods,
 - d) precise description of the defect or missing quantity of Goods, date of detection of defect or missing quantity of Goods, photographic documentation (in the case of qualitative defects),
 - e) data enabling contact concerning claim report (telephone number and electronic mail address).
6. Assignment of a claim report number in "REK_000" format is the confirmation of claim registration, which is sent in response to the Buyer's message containing the claim report.
7. A claim report that fails to contain the information mentioned in par. 5 will not be considered by the Seller.
8. In the case of claim reports made via telephone, the Buyer will be informed of the necessity of registering the claim electronically. The Buyer has 5 business days to send confirmation,

where, in every instance, it is necessary to meet the deadlines for claim reports specified in par. 2 - 4 above.

9. Within 7 business days, counted from the time the Buyer receives confirmation of claim registration ("REK_000"), a decision regarding the claim will be sent via electronic mail. In justified cases, the Seller will give notification of extension of the claim consideration deadline, particularly if it is necessary to provide the Seller with the Goods subject to claim for the purpose of considering the claim, conducting technical expertise or laboratory tests. A lack of timely response to the Buyer's claim does not constitute the Seller's tacit agreement to the filed claim and the demand presented therein. The Buyer consents to the extension of claim consideration times which may result from the legal regulations applicable in this scope.
10. After detecting a defect, the Buyer is obliged to preserve the defective Goods for the purpose of enabling the Seller to inspect them, and at the Seller's request, to return the claimed Goods. The Seller will not be liable for defects if the Goods under the claim are not presented to the Seller for inspection after the Seller has made such a demand.
11. The Buyer delivers the Goods subject to claim to the Seller at the Buyer's own risk and expense, unless the Parties agree otherwise. The Seller will return to the Buyer the costs of delivering Goods for the purpose of considering the claim solely under the condition that the claim is recognized as justified. In the case of recognition of a claim as unjustified, the Buyer bears the costs of return transport, as well as any additional costs that the Seller has incurred, including quality control, potential laboratory tests and technical expertise.
12. Except under generally applicable law, in the case where a claim is recognized as justified, the Seller, at their own discretion, accounts for the claim by removing defects, delivering missing goods or goods without defects, or reducing the price of the Goods. The Seller reserves the right to refuse to replace the Goods with defect-free Goods if such replacement, including shipping costs, exceeds the price of the Goods under the Contract. In the case where a claim is recognized, return of the Goods to the Buyer, if required in relation to the method of claim consideration, will be paid for by the Seller.
13. The Seller's liability arising from sale of Goods is limited to the amount of the price of the Goods covered by the Contract, where the Seller may be liable solely for defects of the Goods existing at the time of risk transfer relating to the Goods. The Seller's liability does not include lost benefits, particularly indirect or consequent damages such as loss of profits, remuneration and losses related to disruptions in the operation of the Buyer's enterprise.
14. Liabilities arising from the warranty expire if the Goods are resold, altered, processed, used inconsistently with their purpose, characteristics or properties or the Seller's recommendations, or improperly stored by the Buyer or carrier. Under no circumstances is the Seller liable for the possibility of marketing the Goods on the relevant market. The responsibility

of verifying requirements and carrying out indispensable actions in this scope rests entirely with the Buyer.

15. Filing a claim does not release the Buyer from his obligation to pay for the Goods, nor does it entitle the Buyer to withhold payment or make any deductions from the amounts due to be paid to the Seller.
16. The Buyer may take a position on the outcome of consideration of the claim report by the Seller within 14 days. Following expiration of the deadline specified in the previous sentence, the Buyer does not have the possibility of putting into question the claim report considered by the Seller.
17. Claims may be filed solely in reference to Goods of the first grade, which have not been sold as part of a promotion and which can be returned to the Seller.
18. Unless the Parties agree otherwise in writing and absolutely binding legal regulations do not provide otherwise, provisions concerning the warranty constitute the Seller's sole liability for defects of Goods. No other obligations of the Seller are provided for.

VII. MARKETING MATERIALS AND INTELLECTUAL PROPERTY PROTECTION

1. The Buyer is obliged to respect the Seller's intellectual property rights, particularly copyrights and industrial property rights, including industrial patterns, utility models, trademarks, rights to works such as graphics, photographs, advertising and instructional videos, websites, catalogs, brochures, designs, compositions, arrangements, detailed descriptions of Goods, logotypes, marketing materials and other works within the meaning of the Act of 4 February 1994 on copyrights and related rights.
2. Transfer of any materials to the Buyer may not be interpreted as transfer of any intellectual property rights to which the Seller is entitled, including rights arising from copyrights, rights arising from registration of trademarks, nor as granting or an obligation to grant the Buyer a license or other rights to use materials, trademarks or other intellectual property rights.
3. Marketing materials made available to the Buyer related to the purchased Goods are found in the "Downloads" tab on the Online Platform. The sole owner of rights to the marketing materials published on the Online Platform is the Seller. Photographs, banners, advertising graphics, catalogs and other marketing materials can be cropped and arranged into collages. The Buyer is not authorized to make modifications including modification of the background or interference with the presented Goods (cutting/pasting other products). Published content created with the use of marketing materials must pertain to the Seller's Goods. In the case where the Seller reports reservations concerning the use of marketing materials, the Buyer

commits to immediately adhere to the Seller's guidelines, which may include, in particular, a demand to remove publications created with the use of marketing materials.

4. The Buyer is obliged to follow the rules of using marketing materials made available by the Seller, particularly photographs, catalogs, videos, commercial offers. The rules of using marketing materials may be described on the Online Platform or presented to the Buyer in another way.
5. If the Buyer gains knowledge that a third party is breaching the Seller's intellectual property rights, they shall notify the Seller of this fact without delay. Upon the Seller's request, the Buyer shall transfer any documentation and information concerning breach of intellectual property rights by such a third party.
6. If Goods are to be manufactured according to the Buyer's requirements, the Buyer declares that the materials and requirements provided by them to the Seller in no way breach any third-party rights. The Buyer shall secure the Seller against third-party claims in relation to such Goods as well as in the case where manufacturing of Goods according to the Buyer's requirements breaches third-party rights, and the Buyer will be obliged to cover all costs incurred by the Seller for this reason as well as to remedy damages.
7. The Buyer is obliged to notify the Seller without delay of any claims raised by a third party with respect to the Goods. The Buyer does not have the right to recognize a breach of a third-party right without the Seller's consent and shall make it possible for the Seller to participate in any and all court or arbitration proceedings. The Buyer shall take all necessary steps in order to ensure that the Seller will enter into court proceedings or any negotiations associated with the claim of a third party concerning breach of intellectual property rights related to the Goods. If the Buyer ceases to use or sell the Goods, they shall be obliged to indicate to the third party that cessation of use or sale does not in any way imply recognition of breach of intellectual property rights.

VIII. TRADE SECRET

1. The Parties accept that all technical, technological, organizational or other information having commercial value, not disclosed to public knowledge, transferred by the Seller or in their name or obtained by the Buyer by other means over the course of negotiation, concluding and performance of the Contract, are to be treated as a trade secret.
2. The Buyer assumes the obligation of keeping confidential information transferred directly or indirectly by the Seller (in any form, particularly oral, written, electronic), as well as information obtained by the Buyer by other means over the course of mutual cooperation, including in

relation to concluding and performance of the Contract, where this information pertains directly or indirectly to the Seller or their suppliers, including the Contract's wording.

3. The Buyer is obliged to take such security measures and methods of procedure as appropriate and sufficient for ensuring the secure processing, including compliant with the Contract and legal regulations, of trade secret in order to prevent any unauthorized use, transfer, disclosure or access to this information. The Buyer will not, in particular, copy or record trade secret if this will not be justified by proper performance of the Contract by the Buyer.
4. The Buyer is obliged to notify the Seller, without delay, of breaches of security rules that have occurred or unauthorized disclosure or use of trade secret processed in relation to performance of the Contract.
5. The obligation to keep confidential the information referred to in this section also extends to the Buyer's employees as well as to other persons, including, in particular, auditors, consultants and subcontractors to whom the Buyer will also make such information available.
6. The Buyer bears full liability for the actions or negligence of persons who have gained access to the Seller's trade secret.
7. The obligation to maintain confidentiality of trade secret is binding throughout the duration of the Contract as well as indefinitely following its termination, expiration or cancellation or annulment of the legal effects arising therefrom.
8. In the case of unauthorized use, transfer or disclosure by the Buyer of information constituting trade secret, the Seller is authorized to demand from the Buyer payment of a contractual penalty in the amount being double the gross value of the Contract for every instance of unauthorized use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above does not limit the Seller's right to pursue compensation for damages from the Buyer under general principles, in the case where the amount of the damage incurred exceeds the reserved amount of the contractual penalty.

IX. PERSONAL DATA PROTECTION

1. Personal data shall be administered by PARTYDECO Sp. z o.o. Sp. k., ul. Czesława Piskorskiego 11, 70-809 Szczecin, Polska, tel. +48 91 433 81 97, tel. +48 91 488 78 93, fax +48 91 433 42 26, e-mail: biuro@partydeco.com (hereinafter referred to in this section as "Administrator").
2. Personal data:
 - 1) shall be processed for purposes relating to:
 - a) issuing and retaining sales documents and other accounting documents, as well as for

- other reasons required of Administrator by law (legal basis: Art. 6(1)(c) of GDPR),
 - b) signing agreements and processing Orders (legal basis: Art. 6(1)(b) of GDPR),
 - c) resolving submitted complaints (legal basis: art. 6(1)(b) of GDPR),
 - d) supplying Goods bought from the Administrator (legal basis: art. 6(1)(c) of GDPR),
 - e) defense against and pursuing claims, verification of financial credibility of counterparts (legal basis: art. 6(1)(c) of GDPR).
- 2) may be shared with other processors on Administrator's behest, in particular with entities providing transport, shipping, courier and insurance services, as well as entities entitled to it according to law in force (in order to fulfill Administrator's obligations) or according to the agreement of the data subject.
3. Contact with the Administrator's Data Protection Officer is available through either the iod@partydeco.com e-mail address, or Administrator's postal address.
4. personal data shall be retained throughout the period required by the law for a given purpose of processing, including up to the moment of:
- 1) expiration of claims arising from the concluded Contract;
 - 2) expiration of the obligations to archive and retain the documentation issued (regardless of its form).
5. Data subjects shall be entitled to:
- 1) request from the Administrator:
 - a) access to the data,
 - b) correction of the data,
 - c) deleting or limiting processing of the data;
 - 2) object to processing of the data;
 - 3) transferring the data;
 - 4) revoke their consent at any time, regardless of the legal status of processing performed on the basis of said consent prior to its revocation.
 - 5) issuing a complaint to the Director of Personal Data Office in Warsaw.
6. Providing the data is voluntary, yet also necessary for the completion of goals described in Art. 2(1).
7. Provided data may be used for profiling, to enable Administrator to provide bespoke offers for their Goods.

X. WITHDRAWAL AND TERMINATION OF THE AGREEMENT

1. In any event, Seller shall be entitled to withdraw from the Contract in part or in full, without stating their reasons, within 30 days from signing of the Contract. Withdrawal announcement may be submitted to Buyer in any form, including through electronic mail (e-mail), fax or a registered letter.
2. Seller shall be entitled to withdraw from the Contract in part or in full in the event of Buyer suffering financial difficulties, particularly in the event of initiation of liquidation, bankruptcy, recovery or analogous proceedings against Buyer. In such an event, Seller shall be entitled to withdraw from the Contract within 90 days from receiving information concerning the possible grounds for such actions, given that the provisions of commonly applicable law allow for the withdrawal from Contract.
3. In the event of Seller withdrawing from the Contract for reasons directly attributable to Buyer, Buyer shall be obligated to reimburse Seller for the related damages.

XI. OTHER PROVISIONS

1. Seller shall not be obliged to fulfill their obligations in circumstances beyond their control, which prevent them or their contractors from full or partial fulfillment of their obligations, including, but not limited to: disruptions of transport, military operations, riots, unrest, acts of terror, natural disasters, epidemics, strikes, lockouts, attacks on IT systems, embargoes or any other trade sanctions, fires, implementation of anti-dumping restrictions, as well as any other events or circumstances not explicitly stated herein, which are beyond Seller's control and are either unpredictable, or unavoidable even if predicted. Seller shall be obliged to immediately inform Buyer of occurrence and cessation of circumstances described in the previous sentence. In the event of the circumstances described above lasting for over 3 months, both Parties shall be entitled to withdraw from the Contract.
2. The Parties undertake to comply with any national or international foreign trade regulations, customs laws, sanctions and import, re-import, export and re-export control regulations, including those issued by the United Nations, the European Union, the United States, the United Kingdom or any other authorised body, where applicable. The Seller shall be entitled to withdraw from the Contract in whole or in part if the performance of the Contract violates or is found to violate sanctions. The Seller shall be entitled to withdraw from the Contract in such a case within 90 days of becoming aware of the basis for such action.

3. The scheduled date of delivery of Goods shall be extended by the length of the period in which the circumstances described in pt. 1 are present . Buyer shall not be entitled to refuse the receipt of Goods due to delayed delivery time due to the said circumstances.
4. Seller shall not be obliged to perform the Contract if fulfillment thereof is made impossible by any and all obstacles arising from national or international laws on trade of goods and services or customs requirements.
5. Should any GCS provisions prove void or unenforceable, it shall have no impact on the validity and enforceability of the remaining provisions. In such an event, Parties undertake to adopt provisions reflecting prior intents in enforceable ways.
6. Seller shall be entitled to change GCS at any time, however such changes shall not be applicable to already signed Contracts. GCS in force on the day of signing a given Contract shall be applicable.
7. In the event of any and all conditions for implementing the Contract stated in Buyer's documentation (such as general purchase conditions, model contracts, terms & conditions) are contrary to, or go beyond the provisions of Contract concluded between Seller and Buyer, in particular contrary to, or going beyond the GTS provisions, they shall not be considered binding on Seller. Neither the lack of clear objection on the part of Seller, nor factual delivery of Goods by Seller shall not, in any circumstances, be interpreted as acceptance of contractual terms differing from those stated in a Contract between Seller and buyer and GTS in particular.
8. In the event of interpretative differences between GTS provisions provided by Seller in different languages, the GTS provisions in Polish shall take precedence.
9. Titles of particular sections of GTS are of a merely organizational character and have been introduced for the sole purpose of increasing readability of GTS.
10. The provisions of United Nations Convention on Contracts for the International Sale of Goods adopted on April 11 1980 shall not apply to the concluded Contract and any and all activities taken for the purposes if its implementation, to the extent allowed by the law.
11. Matters not regulated in Contract shall be governed by generally applicable provisions of Polish law.
12. Any disputes arising from or related to the Contract shall be settled by a court competent for the Supplier's registered office according to Polish law. Seller shall be also entitled to sue Buyer in the court competent for Buyer's location. The above provisions shall not be binding if mandatory laws define another, exclusive, competent court or provision.
13. These GTS shall come into force on 15 February 2024.