

## **GENERAL TERMS OF PURCHASE**

### **PartyDeco Sp. z o.o.**

#### **§ 1**

#### **Definitions and Scope of Application**

1. For the purposes of these General Terms of Purchase of PartyDeco Sp. z o.o., the following terms are defined as follows:

1) Supplier – the entity fulfilling the order for the Purchaser based on the Agreement, in particular, the supplier or seller of Goods;

2) Civil Code – the Act of April 23, 1964, Civil Code;

3) Purchaser – PartyDeco Sp. z o.o., with its registered office in Szczecin, at ul. Czesława Piskorskiego 11, 70-809 Szczecin, entered in the register of entrepreneurs of the National Court Register maintained by the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division of the National Court Register, under KRS number 0000989139, NIP 9552356219, REGON 321519156, BDO 000004091, with a share capital of PLN 8,015,000.00;

4) Party – the Purchaser or Supplier, depending on the context of the provision;

5) Parties – the Purchaser and Supplier jointly;

6) Goods – products, semi-finished products, materials, raw materials, and other items or assets purchased by the Purchaser and delivered by the Supplier under an order, where Goods also refer to their packaging;

7) Agreement – refers to the contract under which the Supplier sells or delivers Goods to the Purchaser, in particular, one concluded based on the Purchaser's order;

8) Terms – refers to these General Terms of Purchase of PartyDeco Sp. z o.o.

2. In every case where a term is used in the singular in these Terms, it also refers to the plural and vice versa, unless explicitly stated otherwise in the provision.

3. The Terms form an integral part of all orders placed by the Purchaser and Agreements concluded. Unless otherwise stated in these Terms, provisions of the Agreement that deviate from the provisions of these Terms require prior written approval by the Purchaser under penalty of nullity. Deviating terms are binding only for the specific order and cannot be treated by the Supplier as applicable to other orders placed by the Purchaser unless the Parties expressly agree otherwise in writing under penalty of nullity.

4. Any general terms of business of the Supplier, as well as other similar documents, particularly those attached to offers or invoices or otherwise reserved by the Supplier, as well as any comments attached or submitted by the Supplier to the order or Terms, if not agreed in writing under penalty of nullity, shall be ineffective without the need for the Purchaser to challenge or make any other statements in this regard. In case of any conflict with these Terms, the provisions of these Terms shall prevail.

5. The Terms also apply when the Purchaser, knowing of the conflicting or differing terms of the Supplier, accepts the Goods or pays for them without reservation. Any terms of the Supplier shall apply only to the extent that the Purchaser has given written consent, under penalty of nullity, explicitly confirming their acceptance.

6. In the event that the Terms are not delivered to the Supplier along with the order or provided to them on another occasion, they shall still apply as if already known to them from previous transactions with the Purchaser.

7. The Terms replace all prior agreements between the Parties, regardless of their form, concerning their cooperation and relating to the Agreement and constitute the entire agreement between the Parties. Furthermore, the Terms replace all other business terms used by the Supplier, even if they were accepted by the Purchaser before the date of the Order, particularly sales terms or delivery terms.

8. The Terms form an integral part of the Agreements. In case of any conflict between the content of the Terms and the content of a specific order, the order shall take precedence.

9. If the Parties have concluded a separate written agreement that governs their cooperation differently than described in these Terms, the provisions of the relevant agreement shall take precedence.

## **§ 2**

### **Orders**

1. Orders are placed by the Purchaser through a chosen means of communication, particularly by traditional mail, courier, email, or fax. If the Purchaser sends an order to the Supplier by email or fax, the order is considered placed at the moment the Purchaser enters it into the communication system in such a way that the Supplier can become acquainted with its content. The order includes, in particular:

- 1) A description of the Goods along with the ordered quantity and the price at which the order is placed,
- 2) A descriptive and graphical design of the Goods (if applicable),
- 3) The required delivery date,
- 4) Packaging method (if applicable).

2. The Supplier shall confirm acceptance of the order for execution within 3 business days from the date of receipt of the order, unless the Purchaser specifies a longer confirmation period when placing the order.

3. Any remarks or reservations made by the Supplier in the order confirmation that supplement, modify, or otherwise differ from the order and these Terms shall be deemed ineffective unless the Purchaser provides written consent under penalty of nullity.

4. If the Supplier has a justified reason not to confirm the order, they shall promptly inform the Purchaser of the reasons for such refusal. Lack of confirmation within the specified time shall be considered as silent acceptance of the order under the terms specified therein. In such a case, the Purchaser reserves the right to withdraw from the order (Agreement) within 14 days of the expiration of the order confirmation deadline. In this situation, the Supplier shall not be entitled to any claims against the Purchaser.

5. Explicit or silent confirmation of the order by the Supplier, including commencement of its execution, shall constitute the conclusion of an individual Agreement between the Parties under the terms specified in the order and the Terms.

6. The price of the Goods specified in the Agreement is fixed and shall not be subject to increase, including delivery on the terms of Incoterms 2020, DAP PartyDeco Distribution Center, Szczecin, ul. Kabłowa 1, with insurance for the duration of transport, packaging (unit,

collective, and logistical), necessary approvals, tests, and certificates, as well as all other fees, expenses, and costs related to the execution of the Agreement. The price also covers the costs of all additional services related to the delivery of the Goods and provided by the Supplier under the given order, as well as any remuneration due to the Supplier for the transfer of copyright or the granting of a license.

7. If the Purchaser or Supplier requests changes to the confirmed order, the Parties shall engage in negotiations to determine the feasibility of implementing the change. The Parties mutually declare that if a change to the order is submitted within 14 days of its confirmation, refusal to accept the change by the Supplier can only occur if they have begun manufacturing the Goods and the change would cause damage to the Supplier. In such a case, after agreeing with the Purchaser on a method to compensate for the damage, the Supplier shall continue fulfilling the order, taking the changes into account.

8. If, due to circumstances unforeseen by the Purchaser when placing the order, the execution of the Agreement would involve excessive difficulties for the Purchaser or would threaten them with a significant loss, the Purchaser shall request changes to the terms of the Agreement, including changes to the delivery date, payment date, or quantity of Goods ordered or to be ordered, and the Parties shall engage in negotiations in this regard. If the Parties do not reach an agreement within 7 days, the Purchaser shall be entitled to withdraw from the Agreement in whole or in part, provided that such withdrawal must occur no later than 14 days from the date of confirmation of the order by the Supplier. If Goods have been shipped by the Supplier or received by the Purchaser before this deadline, withdrawal must occur before shipment or receipt of the Goods.

9. The Supplier may assign the production of the Goods, in whole or in part, to a third party only with the Purchaser's consent, which must be expressed in writing under penalty of nullity.

10. The Purchaser's requirements concerning the Goods shall be specified in the order or clarified after its confirmation. Additionally, § 6 of the Terms outlines the basic requirements regarding the Goods that apply to every Agreement. Acceptance of the order by the Supplier for execution is equivalent to their declaration that all Goods will meet these requirements. If the requirements concerning the Goods provided by the Purchaser in the order would cause the ordered Goods to violate the Terms, especially the requirements described in Annex No. 1, the Supplier is obligated to refuse confirmation of the order, indicating the necessary changes to be made.

11. If samples are necessary to begin production of the Goods, the Supplier shall submit pre-mass samples of the Goods for the Purchaser's approval within a time agreed upon by the Parties. In such a case, approval of the samples by the Purchaser is a condition for the Supplier to begin production of the Goods, with the statement of approval possibly being included with the order.

12. If the order concerns the same type of Goods as those previously delivered to the Purchaser, the Supplier is obligated to inform the Purchaser of any changes to the Goods, the materials from which they are made, or their production technology if these changes may affect the properties of the Goods. In such a case, the Purchaser is entitled to cancel the order or condition its fulfillment on the Supplier performing certain actions.

13. The Supplier is obligated not to employ the Purchaser's employees in the performance of the Agreement, with the prohibition applying to both employment contracts and other civil law contracts under which work or services may be provided.

### § 3

#### **Delivery**

1. If the Buyer does not specify a different place and conditions of delivery, the Goods will be delivered to the Buyer on Incoterms 2020 DAP PartyDeco Distribution Center Szczecin, ul. Kablowa 1, unless otherwise expressly agreed by the Parties within the Agreement. The reception department operates from 6 AM to 2 PM. Container notifications are accepted between 6 AM and 8 AM, palletized deliveries and courier shipments between 6 AM and 1 PM.
2. The Supplier shall deliver the Goods in appropriate packaging according to their type and characteristics and using transportation means suited to the transport requirements of the specific type of Goods. The Supplier is obliged to package and secure the Goods against loss and damage in a manner suitable for the Goods, the means of transport used, and loading and unloading equipment.
3. The transport packaging must include the symbols and markings required by the Agreement.
4. The Goods will be delivered to the Buyer within the time specified in the Agreement. The delivery of the ordered Goods is considered fulfilled with respect to meeting the delivery conditions and transferring the risk of accidental loss or damage from the Supplier to the Buyer at the moment of documented receipt of the delivery item by the Buyer at the agreed location.
5. Ownership of the Goods passes to the Buyer upon receipt of the Goods in full or, if partial receipt was agreed upon, upon receipt of each part. The Parties agree that all reservations regarding ownership of the Goods made by the Supplier shall be deemed ineffective.
6. The Supplier is obliged to notify the Buyer of each shipment of Goods at least 3 days prior to the delivery date. The Buyer may specify how the notification of shipment should be made, including requiring the Supplier to send the notification using the software employed by the Buyer if the Supplier is provided with free access to it.
7. The Supplier is not entitled to make partial deliveries without the Buyer's consent. A partial delivery made without the Buyer's consent will be treated as a late delivery, which entitles the Buyer to impose contractual penalties for late delivery according to § 7 of the Conditions or to withdraw from the Agreement. If the Buyer allows partial delivery, the date of receipt for the purposes of warranty claims will be the date of receipt of the last part of the order unless otherwise agreed by the Parties in writing under penalty of nullity.
8. The Supplier is obliged to inform the Buyer of actual and anticipated delays or stoppages in the delivery of Goods subject to the Agreement. This does not affect the Buyer's rights, particularly the possibility of withdrawing from the Agreement, claiming any contractual penalties, and seeking compensation.
9. In the event of exceeding the delivery time by 21 days, the Buyer is entitled to withdraw from the order (Agreement) in whole or in part within 14 days. The Buyer will be exempt from the obligation to pay the price for the Goods to the Supplier, and the Supplier shall refund the amounts received in connection with the order within 3 days from the date of receipt of the Buyer's withdrawal statement. The Parties agree that withdrawal from the order does not limit the Buyer's right to claim contractual penalties for exceeding the delivery time for the period from the day the delivery was due to the day the withdrawal statement was made and to seek compensation.
10. Compliance with the delivery time is determined by the delivery of the Goods to the agreed location. The delivery time is considered met if all deliveries made under the Agreement are completed on time. Acceptance of a delayed delivery without reservations does not imply a

waiver of the Buyer's claims. To avoid doubt, the Parties declare that signing the delivery note by the Buyer does not constitute acknowledgment by the Buyer of the proper execution of the order by the Supplier and does not exclude the Buyer's right to raise possible claims and exercise its entitlements.

11. The Supplier shall provide the Buyer with all required documents according to law or the Agreement, including technical documentation, instructions, laboratory test results, certificates, safety certificates, certificates of origin, safety data sheets, attestations, and approvals related to the Goods. The Supplier is obliged to immediately provide the documentation and other required information regarding the Goods upon any request from the Buyer, with the obligation to provide information and documents lasting an additional 10 years from the date of delivery. If the Buyer has accepted partial delivery of the Goods, the aforementioned term will commence from the date of receipt of the last part of the order.

## **§ 4**

### **Payments**

1. Payment for the Goods will be made based on a correctly issued invoice delivered to the Buyer's address. The Supplier shall issue and deliver the invoice related to the order within 7 days from the date of delivery of the Goods. Corrective invoices will be issued and delivered within 7 days from the date of identifying the circumstances justifying the correction. Invoices, in addition to the details required by law, will include the order number and the name and symbol of the Goods as per the order.

2. Payment for the Goods will be made by bank transfer to the Supplier's bank account specified on the invoice within 60 days, unless the Parties have agreed on a different method or term of payment. The payment term is counted from the day the Buyer receives the correctly issued invoice. The date of payment is considered to be the day the Buyer's bank account is debited.

3. The Parties agree to receive invoices, corrective invoices, and other accounting documents electronically in PDF format in accordance with Article 106n(1) of the Act of March 11, 2004, on Goods and Services Tax. Sending invoices, corrective invoices, and other accounting documents will be done via email using agreed addresses. Each Party has the right to withdraw consent to receive invoices in electronic form, and the relevant statement should be made to the other Party in writing under penalty of nullity.

4. The Supplier is obliged to indicate on the invoice a bank account listed in the electronic list of entities maintained by the Head of the National Revenue Administration, as referred to in the Act of March 11, 2004, on Goods and Services Tax (the so-called white list). If the Supplier's bank account does not meet the above requirement, any delay in payment resulting from the Buyer's inability to make a payment to an account listed in the register does not entitle the Supplier to claim interest or other claims from the Buyer for late payment.

5. The Supplier is responsible for the consequences of errors on invoices or other accounting documents, particularly incorrect classification of Goods according to the Combined Nomenclature (CN) or assigning an incorrect VAT rate. The Supplier is obliged to cover damages, including due taxes, interest, and other costs, that the Buyer may incur due to the Supplier's errors in the issued document.

6. The Buyer is entitled to offset claims due to it from the Supplier for any reasons, even if such claims are not yet due, against the Supplier's claims against the Buyer for payment for the Goods or other reasons.

7. In cases specified by law, the Supplier is obliged to deliver to the Buyer, before the payment deadline, a current tax residency certificate and a document confirming that it is the actual owner of the paid amounts.

## **§ 5**

### **Inspection of Delivery**

1. The Buyer reserves the right to inspect raw materials, materials, semi-finished products, and Goods, as well as the production process before delivery. The inspection may be conducted at the Buyer's discretion at either Party's premises, at the place of production of the Goods, based on documents specified by the Buyer, or using samples. The Buyer may condition the acceptance of the Goods on the completion of such inspection with an acceptable result. If the Buyer decides to carry out the inspection at the place of production of the Goods, visits may occur during the Supplier's regular working hours. The Supplier shall provide the Buyer with uninterrupted access to the places where the inspection is to be conducted and present required documents and information regarding the Goods and the production process.

2. Before shipping the Goods, the Supplier shall conduct a full quantity and quality check.

3. The Buyer is obliged to check the Goods within [14] days from the date of delivery:

1) Regarding quantity, in terms of the number of master cartons, and

2) Regarding quality, in terms of visible obvious damages and deficiencies of master cartons and signs of opening master cartons.

4. The mandatory inspection of the delivered Goods by the Buyer is limited to the scope described in section 3 above. For matters not regulated regarding the obligation to examine the Goods by the Buyer for quantity and quality, the provisions of Article 563 § 1 of the Civil Code concerning the loss of warranty rights due to failure to promptly inspect the Goods are waived.

5. Goods contested by the Buyer will be returned to the Supplier or stored by the Buyer at the Supplier's expense and risk. If the Goods are not collected or storage fees are not paid within the timeframe specified by the Buyer, the Buyer has the right to destroy the Goods at the Supplier's expense.

## **§ 6**

### **Product Properties, Warranty, Statutory Warranty**

1. The Product shall comply with the Agreement and the Terms, including the requirements specified in Appendix No. 1 to these Terms. The Supplier undertakes to promptly provide any information and documents concerning the Product, confirming its compliance with the relevant requirements, upon the Buyer's request, both before and after the delivery. The obligation to provide such information and documents remains in effect for 10 years from the date of delivery. If the Buyer allows partial delivery of the Product, the aforementioned period shall commence from the date of receipt of the last part of the order.

2. The delivered Product shall be of the required quality, complete, new, unused, free from defects, including legal and physical defects, and shall remain free from defects for the duration of the statutory warranty for defects required in accordance with the provisions of the Terms.

3. The Supplier shall be liable under the statutory warranty for defects in the Product if the defect is discovered within two years from the date of its delivery. The Parties agree that any physical defect, legal defect, quantity shortfall, non-compliance with any provision of the

Terms or the Agreement, as well as any defect or non-compliance defined by generally applicable laws, shall constitute a defect of the Product. The Parties agree that if a defect is discovered within the aforementioned period, it is presumed that the defect, non-compliance, or their cause existed at the time the risk passed to the Buyer.

4. Complaints regarding discovered defects shall be submitted at the Buyer's discretion in writing or via email to the Supplier's address. The Buyer shall notify the Supplier of the discovered defect of the Product within 60 (sixty) business days from the date the defect was discovered. The Parties confirm that the aforementioned period constitutes the customary period for notifying the Supplier of Product defects, and the provisions of Article 563 § 1 of the Civil Code regarding the loss of warranty rights due to the failure to promptly notify of the defect are waived.

5. If the Supplier becomes aware of the non-compliance of any of the delivered Products with the Agreement or the Terms, the Supplier is obliged to immediately inform the Buyer of this. The Parties will agree on the further course of action to eliminate the discovered non-compliances and their effects.

6. Complaints will be reviewed by the Supplier within 3 (three) days from the date of submission by the Buyer. The Supplier's failure to respond within the period indicated in the preceding sentence shall be deemed as full and unconditional acceptance of the complaint.

7. In the event of a quantity complaint, the Supplier shall deliver the missing Products to the Buyer within [7] days from the date of complaint review or the expiration of the review period. In the case of a quality complaint, the Supplier shall replace the defective Products with defect-free ones within the period described above. In each case, instead of delivering the missing Products or replacing them with defect-free ones, the Buyer is entitled to request a refund or a price reduction for the Product, and the Supplier undertakes to comply with such a request if the complaint is justified, refunding the Buyer the price or correcting the sales documents within [7] days from the date of complaint submission. The Parties agree that if the Supplier fails to fulfill the obligation to deliver the missing Product or replace the defective Product, the Buyer, in addition to the rights arising from the law, shall be entitled to terminate the Agreement in whole or in part without setting any additional deadlines and also to terminate any other outstanding Agreements related to Products of the same type as the defective ones.

8. Regardless of the other rights indicated in the Terms, the Buyer has the right to claim compensation for any damages related to the discovered defect of the Product. In particular, in the case of a complaint concerning non-compliance with Appendix No. [1] to the Terms, the Supplier shall refund the full price of the Products, increased by damages incurred by the Buyer, including the costs of withdrawing the Products from the market, disposal costs, and administrative penalties. In the case of legal defects, the Supplier shall also release the Buyer from any claims made by third parties, regardless of any limitations of liability that may arise under the law.

9. The Supplier shall bear all costs associated with fulfilling the obligations arising from the statutory warranty, including, in particular, sorting costs, collection of defective Products, packaging, transport, and costs incurred by the Buyer in connection with the delivery of defective Products, including transportation, labor, or material costs.

10. If the Supplier rejects a quality complaint, the Buyer may commission testing by an institution recognized in the European Union (or EEA) or the United States of America, particularly an accredited laboratory. If the test results confirm the Buyer's objections, the Supplier, in addition to acknowledging the complaint, shall reimburse the Buyer for all costs incurred in connection with the testing.

11. In the event of a Product defect, regardless of the basis for the claims, the Buyer is entitled to seek compensation from the Supplier under general principles for damages caused to the Buyer or its customers by the Products. The Supplier's obligation to compensate for damages includes, in particular, covering the costs related to downtime, costs incurred on the Products, costs of withdrawing the Product from the market, costs of ordering a replacement Product from another supplier, and price differences.

12. If the Buyer has reasonable doubts regarding the compliance of the Product with the Agreement and the Terms, the Buyer is entitled to commission external laboratory testing of the Products. The Buyer shall bear the costs of the testing unless the testing reveals non-compliance. In the case of non-compliance, the Supplier shall reimburse the Buyer for all costs incurred in connection with the testing.

13. If a third party or a person purchasing the Products (the Buyer's customer) files a claim with the Buyer under the statutory warranty, warranty, or non-compliance of the product with the contract, concerning the Product, the Supplier is obliged to actively support the Buyer in proceedings initiated by such a claim, including, in particular, addressing the validity of the claims within 3 days from the date of receiving information about such claims.

14. The Parties agree that any terms concerning liability for defects established by the Supplier, which provide a lower level of protection for the Buyer than those specified in these Terms or limit it, shall be deemed void. The above does not exclude the possibility for the Buyer to use those rights granted by the Supplier that provide a more favorable level of protection. At the same time, the Parties agree that any requirements of the Supplier that may result in the expiration or limitation of the Supplier's liability for Product defects must be delivered to the Buyer no later than at the time of order confirmation and acknowledged by the Buyer in writing under the penalty of invalidity.

## **§ 7**

### **Contractual Penalties**

1. The Buyer is entitled to charge the Supplier a contractual penalty:

1) in the amount of [0.71]% of the net price of undelivered Products for each day started beyond the delivery deadline specified in the Agreement, but no more than [20]% of the total net price of the Products covered by the Agreement,

2) in the amount of [0.71]% of the net price of defective Products for each day started beyond the delivery of defect-free Products in accordance with § [6 para. 7] of the Terms, but no more than [20]% of the total net price of the Products covered by the Agreement,

3) in the amount of [20]% of the total net price of the Products covered by the Agreement if the Buyer withdraws from the accepted order due to circumstances attributable to the Supplier.

2. To remove doubts, the Parties agree that:

1) the contractual penalty shall be calculated separately for each Product in respect of which there is a basis for its calculation, and

2) the term "exceeding the delivery deadline" referred to in para. 1 point 1 above shall mean both the failure to deliver the ordered Product to the Buyer on time, the delivery of a quantity less than ordered, partial delivery without the Buyer's consent, or the delivery of defective Products.



3. If the Product ordered by the Buyer for a promotional or other sales campaign, which the Supplier was informed of by the Buyer at the time of the order, is not delivered within the period resulting from the order, delivered in a lesser quantity, or defective Products are delivered, the percentage rate used to calculate the contractual penalty and the contractual penalty limit shall be doubled in relation to the rates and limits described in para. 1 above.
4. In the event of a breach by the Supplier, its employee, or collaborator of any of the obligations specified in § 8 paras. 1-8 of the Terms, the Supplier shall pay the Buyer, upon the Buyer's request, a contractual penalty of PLN 100,000.00 (one hundred thousand zlotys) for each instance of failure or improper performance of the obligations specified in § 8 paras. 1-8 of the Terms.
5. In the event of a breach by the Supplier, its employee, or collaborator of any of the obligations specified in § 9 paras. 3-5 of the Terms, the Supplier shall pay the Buyer, upon the Buyer's request, a contractual penalty of PLN 100,000.00 (one hundred thousand zlotys) for each instance of failure or improper performance of the obligations specified in § 9 paras. 3-5 of the Terms.
6. The Supplier agrees to the accumulation of contractual penalties and the payment of contractual penalties by way of set-off against amounts due to the Supplier from the Buyer on any grounds.
7. The stipulation of contractual penalties does not limit the rights of the Buyer arising from generally applicable legal provisions, including the right to withdraw from the contract. In the event of circumstances justifying the withdrawal from the contract, the Buyer is entitled to withdraw from the order (Agreement) in whole or in part at its discretion and to impose contractual penalties.
8. If circumstances arise that justify the payment of a contractual penalty, the Buyer will demand the payment of the contractual penalty from the Supplier, setting a deadline of 14 days for its payment and providing the reasons justifying the imposition of the contractual penalty on the Supplier.
9. Notwithstanding the contractual penalties stipulated in these Terms, the Buyer may seek compensation from the Supplier under the provisions of the Civil Code if the amount of the damage exceeds the contractual penalty specified above or if the damage was caused by reasons for which no contractual penalty is provided for in these Terms.
10. The Buyer undertakes to pay the Supplier statutory interest for each day of delay in payment for the delivery of Goods.

## **§ 8**

### **Intellectual Property**

1. The Buyer holds the intellectual property rights (in particular, proprietary copyrights and industrial property rights) to descriptions, drawings, models, designs, photographs, specifications, and other data and information provided to the Supplier, particularly with orders (hereinafter: "Intellectual Property"). Without the Buyer's consent expressed in writing under the pain of nullity, the Supplier may not use the Intellectual Property.
2. The Buyer authorizes the Supplier to use the disclosed Intellectual Property solely for the production and delivery of the ordered Goods under the terms and quantities specified in the Agreement. The Supplier shall not acquire any rights concerning the Intellectual Property disclosed by the Buyer. The Supplier declares that it will not use the Intellectual Property except for purposes consistent with the Agreement and assumes responsibility for the actions

and omissions of its employees and persons or entities cooperating with the Supplier on any legal basis or in any organizational or contractual relationship (also referred to in these Terms as: "Collaborators"), as if they were its actions and omissions.

3. The Buyer does not grant the Supplier any rights, including licenses, to use or distribute trademarks, industrial designs, or other Intellectual Property.

4. The Supplier will not manufacture any products using the Intellectual Property for its own needs or for any person or entity other than the Buyer, whether for a fee or free of charge.

5. The Supplier undertakes not to produce Goods (or components thereof) using the Intellectual Property or similar or imitated products, either by its own means or by commissioning third parties.

6. The Supplier will not engage in any actions related to offering or marketing Goods (or components thereof) identical to those produced for the Buyer, as well as products (or components thereof) similar to or imitating those produced for the Buyer using the Intellectual Property.

7. The Supplier is not authorized to use the Buyer's name or trademarks, including, among others, for marketing purposes, without obtaining the Buyer's prior written consent. The Buyer may revoke such consent at any time at its discretion.

8. If the Goods are manufactured based on the Supplier's intellectual property rights, regardless of other provisions of the Terms, the Supplier:

1) guarantees that the Goods or their sale to the Buyer will not infringe any third-party rights to trademarks, industrial designs, utility models, patents, copyrights, or other intellectual property rights,

2) will indemnify and hold harmless the Buyer and third parties to whom the Buyer may transfer the granted rights from liability,

3) in the event of any legal or non-legal proceedings related to the protection of intellectual property rights being brought against the Buyer, the Supplier will join the proceedings on the Buyer's side and reimburse the Buyer's incurred legal costs, including costs for professional representation by an attorney, legal advisor, patent attorney, or other necessary persons as determined by the Buyer in such proceedings.

9. The declarations and obligations contained in this section will remain valid indefinitely, even after the performance, expiration, or termination of the Agreement, regardless of the reason. Should the indefinite term provision prove ineffective or invalid, or if it results in a right to terminate the Agreement in this regard, the Parties agree to a 30-year (in written form: thirty-year) period for these obligations, starting from the day the Intellectual Property was transferred by the Buyer. This also applies to the contractual penalties agreed upon by the Parties.

## **§ 9**

### **Confidentiality**

1. In connection with the order, the Supplier will receive or may receive information constituting the Buyer's trade secret as defined in Article 11(2) of the Act of April 16, 1993, on Combating Unfair Competition, as well as other confidential information not publicly available (hereinafter: "Confidential Information"). This includes, but is not limited to, all information related to the Buyer's activities or Goods, such as descriptions, drawings, designs, projects, photographs, colors, designs, execution technology, application concepts, personal data of

employees or collaborators, data of entities cooperating with the Buyer (including customers, material suppliers, manufacturers of goods offered by the Buyer), and details of the commercial cooperation with the Buyer, including negotiations, order volumes, or values.

2. The classification of information as Confidential Information is unaffected by how or in what form it was obtained by the Supplier, the type of medium it is recorded on, or whether the Buyer marked it as confidential. It is assumed that all information described above constitutes Confidential Information unless the circumstances in section 6 below apply.

3. The Supplier agrees to keep the obtained Confidential Information confidential.

4. To fulfill the obligation specified in section 3 above, the Supplier undertakes, in particular, to:

1) not disclose or transmit Confidential Information to any third parties;

2) use Confidential Information exclusively within the scope of the cooperation with the Buyer resulting from the Agreement;

3) disclose Confidential Information only to those employees or Collaborators who require access to perform tasks related to the Agreement;

4) take the necessary actions to ensure that no person receiving Confidential Information from the Supplier discloses it to third parties, including informing them of the confidentiality obligation;

5) not alter, duplicate, or distribute Confidential Information in any way, except where justified by the cooperation with the Buyer under the Agreement;

6) take all necessary steps to ensure the secure storage of Confidential Information and the media on which it is recorded, protecting such media from loss or unauthorized access by third parties, including ensuring proper security in the Supplier's IT systems and not leaving data carriers with Confidential Information unattended in accessible places;

7) immediately notify the Buyer in case of a suspected loss or disclosure of Confidential Information or the media containing such information to third parties.

5. At the Buyer's request, the Supplier must permanently delete Confidential Information from all media on which it is recorded, or if that is not possible, destroy the media containing Confidential Information.

6. The obligations specified in sections 3-5 do not apply to Confidential Information:

1) which was publicly available at the time of its receipt by the Supplier or became publicly available afterward without violating these Terms, provided proof can be presented;

2) which the Supplier proves was in its possession before receiving it from the Buyer without violating confidentiality obligations, with the Supplier being able to prove the date of possession;

3) whose disclosure is required by law;

4) which is disclosed based on the Buyer's written consent;

5) which the Buyer expressly designates as not constituting Confidential Information.

7. The Supplier is responsible for the actions and omissions of its employees and Collaborators as if they were its own.

8. The Supplier's confidentiality obligations regarding Confidential Information apply during the performance of the Agreement and for 10 years after its completion, termination, or expiration, regardless of the reason. This also applies to any contractual penalties agreed upon by the Parties.

## **§ 10**

### **Personal Data Protection**

1. The Parties are obliged to comply with applicable data protection laws, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as "GDPR").

2. Upon receiving personal data of representatives, employees, collaborators, subcontractors, or other persons involved in or responsible for the performance of the Agreement from the other Party, each Party becomes an independent controller of such data and is responsible for ensuring its processing complies with the GDPR.

3. In connection with the mutual transfer of personal data of their employees (including representatives) or other persons to whom the personal data pertains, the transferring Party shall assume the responsibility of fulfilling the information obligation imposed on the other Party, as required under Article 14 of the GDPR.

4. As part of the information obligation outlined in paragraph 3 above, the Supplier is obligated to provide the person whose data is concerned with the information specified in Appendix No. 2 to the Conditions.

## **§ 11**

### **Import and Export, Sanctions**

1. The Supplier undertakes to comply with import and export control regulations and to obtain all necessary permits and approvals required for the execution of the Agreement, as well as to provide the Buyer with all necessary information and documents required for the lawful conduct of import or export operations of the Goods, regardless of the territory.

2. At the Buyer's request, the Supplier shall provide a certificate of origin documenting the place of origin of the Goods.

3. The Parties undertake to comply with all applicable national or international regulations on foreign trade, customs law, sanctions, and import, reimport, 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 competent authority if they apply. Each Party shall be entitled to withdraw from the Agreement in whole or in part if its performance would violate or is deemed to violate such sanctions.

4. By accepting the order for execution, the Supplier declares compliance with applicable legal regulations, including those relating to anti-corruption, anti-money laundering, and terrorism financing, labor law compliance, occupational health and safety regulations, competition protection laws, and environmental protection regulations, and will exercise due diligence in verifying its subcontractors' compliance with these regulations.

## § 12

### Final Provisions

1. The titles of the sections of the Conditions are for convenience only and should not be considered in interpreting the provisions.
2. If the Buyer withdraws from the Agreement, which results in the return of the Goods, the Buyer is obligated to return the Goods to the Supplier. The Supplier is required to collect the Goods at the location and date specified by the Buyer, but no later than 7 (seven) days after being requested to do so. After the expiration of the period for collecting the Goods, the Buyer may destroy the Goods at the Supplier's expense.
3. If the Supplier fails to comply with any of the terms or conditions specified in the Agreement or other documents related to the execution of the order, the Buyer is entitled, without prejudice to its other rights under law or the Conditions, to withdraw from the order (Agreement) in whole or in part. In such a case, the Supplier is required to refund all amounts paid by the Buyer within 14 days of receiving the notice of withdrawal. The right to withdraw from the order (Agreement) may be exercised within 30 days of the occurrence of the event that gave rise to the withdrawal. This period begins upon the expiration of the deadline set for the Supplier to comply in accordance with the Agreement's terms.
4. In any case where the Conditions provide for any right of the Buyer, other rights provided for in the Civil Code or other applicable laws remain in force.
5. The Conditions and the legal relationships that may arise in connection with the Agreement based on the order and Conditions are governed by the laws of the Republic of Poland, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980 (CISG).
6. In matters not regulated by these Conditions, the provisions of the Civil Code or other generally applicable laws apply.
7. The Buyer declares that, under the requirement set forth in Article 4c of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions, it holds the status of a large enterprise.
8. The Parties declare that the court competent for any disputes arising from the Conditions or legal relationships that may arise in connection with the Agreement based on the order and Conditions shall be the court having jurisdiction over the Buyer's registered office. Notwithstanding the foregoing, the Buyer is also entitled to bring an action before the court having jurisdiction over the Supplier's registered office or its branch. The provisions of the previous sentence also apply if it would result in the Buyer bringing an action before non-Polish courts.
9. The Conditions are drawn up in both Polish and English versions. In the event of any linguistic discrepancies, the Polish version shall prevail.
10. If any provision of the Conditions is deemed invalid or unenforceable in whole or in part by a court or other competent authority, the remaining provisions of these Conditions shall remain valid, unless it can be inferred from the circumstances that, in the absence of the invalid provision, the Parties would not have entered into the agreement. The Parties will make every reasonable effort to replace all invalid provisions with provisions that are valid under applicable law and most closely reflect their original intent.

11. The Supplier's rights and obligations under the Agreement may not be transferred to a third party without the prior written consent of the Buyer, subject to invalidity.
12. The Conditions enter into force on September 1, 2023, and apply to all Agreements concluded by the Buyer after that date.
13. The Buyer may unilaterally amend the Conditions. Changes to the Conditions will be delivered to the Supplier, at the Buyer's discretion, by mail, email, courier, or through the Buyer's employees, along with the effective date of such changes. If no effective date is provided in the above manner, it is assumed that the amended Conditions will take effect 7 calendar days after being received by the Supplier.

**Attachment No. 1 to the General Terms and Conditions of Purchase of PartyDeco Sp. z o.o.**

**Quality Requirements**

The goods delivered by the Supplier to the Purchaser must:

- 1) comply with all requirements specified by the Purchaser, including approved samples, as well as functional or technical specifications and drawings;
- 2) be brand new and free from legal and physical defects, and there must be no circumstances diminishing their value or usability with regard to their intended purpose or intended acquisition;
- 3) be legally marketable and permitted for sale in the countries of the European Union (and the European Economic Area) and the United States of America, and all public law obligations resulting from the introduction of the goods to the market (including customs duties, taxes, fees, etc.) must be fully paid by the Supplier before delivery to the Purchaser, if such obligations arise;
- 4) meet all requirements arising from generally applicable laws in the countries specified in point (3) above, particularly regarding product safety, compliance with essential and detailed requirements (certifications, norms, and standards) in the countries of the European Union (and the European Economic Area) and the United States of America, any guidelines on product safety assessments, principles of good practice related to product safety, current state of knowledge and technology, and reasonable consumer expectations regarding product safety;
- 5) possess complete documentation required by generally applicable laws in the countries specified in point (3) above, and standards appropriate to the properties of the goods, including origin documentation, any required certifications, approvals, user manuals, maintenance instructions, certificates, and laboratory test results confirming compliance with relevant requirements;
- 6) have markings required by applicable laws in the countries specified in point (3) above, and standards appropriate to the properties of the goods, including: manufacturer or importer markings (as required by the Purchaser), information necessary for proper and complete use of the goods by the consumer, appropriate conformity marks, market approval information, energy consumption information, ingredient information, shelf life or expiry date, and waste disposal methods;
- 7) provide information enabling consumers to assess risks associated with the goods during normal or foreseeable use, if such risks are not immediately noticeable without proper warnings, and how to counteract such risks;
- 8) not violate applicable laws in the countries specified in point (3) above, any third-party rights, or principles of social coexistence. If the delivery of goods under these Terms requires any approvals, permits, licenses, concessions, or registration with relevant registers, the Supplier will obtain the necessary approvals, licenses, permits, concessions, or registry entries before accepting the order and inform the Purchaser of the need to obtain them, if such approvals are a condition for the Purchaser's ability to market the goods;
- 9) not be subject to legal, protective, or enforcement proceedings, and no third-party claims regarding the goods will be lodged, nor will the goods be encumbered with any third-party rights;
- 10) if the nature of the goods requires an expiration date, the delivered goods will have no less than  $\frac{3}{4}$  of the shelf life, defined as the period during which the goods retain their properties, calculated from the date of production;

- 11) be stored and transported in a manner appropriate to the type of goods;
- 12) be the property of the Supplier and free from legal defects, and their delivery to the Purchaser does not violate any provisions of laws, court rulings, administrative decisions, statutory or contractual provisions applicable to the Supplier, nor cause inability to fulfill any third-party claims;
- 13) not be subject to any third-party claims, including for infringement of industrial property rights, copyright, or personal rights;
- 14) regarding goods for which distribution by the Purchaser requires a license, all required license fees have been paid by the Supplier, and the Purchaser will be exempt from having to pay these fees;
- 15) not contain legally prohibited substances, and all substances in the goods must comply with legal restrictions, including those resulting from REACH requirements (*Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the registration, evaluation, authorization, and restriction of chemicals (REACH) and establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC, and 2000/21/EC*). The Supplier ensures that all substances contained in the goods will be pre-registered, registered, or exempt from registration, and, if applicable, will have the necessary authorizations according to REACH requirements for the uses declared by the Purchaser. If the goods are classified as products under REACH, the above also applies to substances released from the goods. If the goods are classified as products under REACH, the Supplier undertakes to inform the Purchaser in writing about the presence of any substances of very high concern in the goods and their packaging, as soon as these substances are included on the "Candidate List" under REACH in concentrations above 0.1% by weight of each individual component.



## **Attachment No. 2 to the General Terms and Conditions of Purchase of PartyDeco Sp. z o.o.**

### **INFORMATION CLAUSE**

In accordance with the information obligation specified in Articles 13(1) and (2) and Articles 14(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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; hereinafter "GDPR"), we hereby inform you as follows:

1. The controller of your personal data is PartyDeco Sp. z o.o. with its registered office in Szczecin, ul. Czesława Piskorskiego 11, 70-809 Szczecin, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division of the National Court Register under KRS number 0000989139, hereinafter referred to as "the Controller", phone: +48 91 433 81 97, phone: +48 91 488 78 93, email: [biuro@partydeco.com](mailto:biuro@partydeco.com).

2. Contact with the Data Protection Officer can be made at the email address: [iod@partydeco.com](mailto:iod@partydeco.com) or at the Controller's registered office address.

3. The primary purpose of processing your personal data is to fulfill the provisions of the contract concluded by PartyDeco Sp. z o.o. with a business partner. Your personal data will be processed for the following purposes:

a) Execution of the contract or taking actions necessary to perform the contract before its conclusion (Article 6(1)(b) GDPR),

b) Issuing and storing purchase documents and other accounting documents, as well as other purposes for which the Controller is required to process personal data based on legal provisions (Article 6(1)(c) GDPR),

c) Fulfillment of tax obligations arising from tax regulations (Article 6(1)(c) GDPR),

d) Pursuing claims or defending against potential claims, creating reports, analyses, and statistics, and verifying the financial reliability of contractors - in order to achieve the Controller's legitimate interests, including pursuing property or non-property rights or protection against claims against the Controller, in accordance with general regulations, particularly the Civil Code (Article 6(1)(f) GDPR),

e) Establishing and maintaining business cooperation, which constitutes the realization of the Controller's legitimate interests (Article 6(1)(f) GDPR),

f) Ongoing communication with the business partner or their representatives, which constitutes the realization of the Controller's legitimate interests (Article 6(1)(f) GDPR).

4. The categories of personal data that will be processed are: name and surname, business phone number, business email address, job title.

5. Personal data will not be shared, except for:

a) Entities authorized by law (to fulfill the Controller's obligations),

b) Service providers or contractors to whom personal data processing has been entrusted for the purpose of providing services to and for the Controller,

c) Or based on your written consent.

6. Your personal data will be stored until the obligation to archive the created documentation expires (regardless of its form).

7. You have the right to:

- 1) Request from the Controller:
    - a) Access to your data,
    - b) Correction of your data,
    - c) Deletion or restriction of processing;
  - 2) Object to the processing;
  - 3) Data portability;
  - 4) Withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal;
  - 5) Lodge a complaint with the President of the Personal Data Protection Office in Warsaw.
8. PartyDeco Sp. z o.o. obtained your personal data from the business partner to ensure the execution of the contract. Data for the purpose of contract execution is also processed from publicly available sources. If we received personal data directly from you, please note that providing them is voluntary, and failure to provide them may result in the inability to fulfill the contract.
9. Personal data may be made available to entities based in countries belonging to the European Economic Area or outside of it. In the case of transferring personal data outside the European Economic Area, the Controller will take appropriate measures to ensure adequate protection of the transferred personal data.
10. The provided data will not be used for automated decision-making, including profiling.