

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PRODUCTS BY  
L&C PRINTING GROUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ**

**I. GENERAL TERMS AND CONDITIONS**

1. These General Terms and Conditions of Sale and Delivery by L&C Printing Group sp. z o.o. (hereinafter referred to as GTCSD) shall apply to all legal relationships resulting from contracts, orders and deliveries made by L&C Printing Group sp. z o.o. with its registered office in Krakow, as a Seller and the Customer, unless otherwise clearly indicated.
2. GTCSD are an integral part of contracts for purchase of Products sold by L&C Printing, including by electronic mail.
3. The current content of GTCSD is always available on the official website of the Seller: [www.lcprinting.eu](http://www.lcprinting.eu).
4. Conclusion of a contract providing for the manufacture, sale and delivery of a Product means that the Customer has become familiar with these GTCSD and agrees to their inclusion in the contract.
5. L&C Printing Group sp. z o.o. sells exclusively to entrepreneurs who purchase Products for the purpose of their business or professional activity. In exceptional cases sales to individual consumers are possible. Detailed provisions on sales to consumers shall be delivered to them individually and these GTCSD shall not apply to them.
6. The parties exclude the application between them of the model contracts or similar regulations (in particular general terms and conditions, rules of procedure or other contractual models) used by the Customer.

**II. DEFINITIONS**

**Seller** - L&C Printing Group spółka z o.o. with registered office in Krakow, Tadeusza Romanowicza street no. 11, 30-702 Krakow, registered in the register of entrepreneurs of the National Court Register kept by the District Court for Krakow-Śródmieście in Krakow, XI Economic Department of the National Court Register under the number 0000921630, NIP 6793223205, initial capital in the amount of 5. 000,00 zł;

**Civil Code** - the act of 23 April 1964 (Journal of Laws 1964 no. 16 item 93 as amended);

**Entrepreneur** - an entity referred to in art. 431 of the Civil Code who purchases Products for the purposes of his business or professional activity;

**Customer** - Entrepreneur who places an Order for Products from the Seller's commercial offer;

**Business days** - days from Monday to Friday, excluding public holidays and days communicated in advance by the Seller as inventory days or days excluded from the Customer service;

**Product** - the product of the Seller's production, including preparation of the publication for printing and related services, in particular printing services, in accordance with a specific and individualised Customer Order with specific characteristics;

**Agreement / Sales Agreement** - Agreement for the sale of Products, concluded between the Seller and the Customer to the extent of the Customer's Order placed; the Agreement is also deemed concluded in the form of the Customer's confirmation of the Order Confirmation Form drawn up by the Seller;

**Order** - subject to further provisions of the GTCSD, declaration of will of the Customer or the person acting on their behalf or for their benefit, aiming directly at the conclusion of the Product Sales Agreement received electronically (e-mail correspondence) containing, in particular: exact specification of the Product: title, print run, type of Product and other relevant technical parameters, method of packaging, place of delivery, full details of the Customer, date, first name, surname of the person acting on behalf of the Customer and other relevant conditions.

Each Order placed by the Customer shall be deemed to be an offer made by the Customer to the Seller within the meaning of the Civil Code. The address from which the Order is sent shall be deemed to be the Customer's e-mail address for the purposes of formal correspondence relating to the fulfilment of Orders between the Parties.

When the Customer confirms the Order, the Customer is obliged to obtain confirmation of the final terms and conditions, including the availability of the materials necessary to produce the Product and the price. All declarations of intent made via the devices and means of communication assigned to the Customer or under his control (in particular telephone number, e-mail address) are deemed to originate from the Customer and to have effect within the relationship between the Customer and the Seller. Placement of the Order and conclusion of the Contract shall take place according to the prices and conditions indicated by the Seller, including these GTCSD, taking into account any discounts to which the Customer is entitled;

**Carrier** - the entity or person delivering the Products ordered by the Customer.

### **III. ORDERS**

The Seller, as part of the services they provide in accordance with these GTCSD, produces an individualised Product based on an Order containing the technical parameters of the Product, and based on production files provided by the Customer, taking into account its professional printing activities. Therefore, in order to obtain the highest quality of the Product, the following provisions are introduced for the execution of Orders by the Seller:

1. The Customer is obliged to formulate correctly and comprehensively the technical parameters of the Products to be produced by the Seller, in particular their clear and unambiguous description.
2. Information about the Products provided by the Seller, in particular in the form of an e-mail message back to the Customer's enquiry, on the Seller's website, constitutes an invitation to conclude an Agreement, within the meaning of Article 71 of the Civil Code. Due to external factors such as currency fluctuations, availability of materials necessary for the production of Products, changes in materials by their manufacturers, this information may be subject to change.
3. The Seller undertakes to deliver Products to the Customer in compliance with the applicable standards and regulations, including the Technical and Quality Specifications for ISO 12647-2.
4. In the absence of a reservation to the contrary on the part of the Seller, the Customer, in order to correctly place the Order and for the Seller to perform the Contract, should fulfil the organisational and technical requirements indicated (Preparation of files for printing) at the web address: [www.lcprinting.eu](http://www.lcprinting.eu) in the section DOWNLOAD ; within the deadline set by the Seller, the Customer should send the Seller files necessary to produce the Product, compliant with the said technical requirements; upon receipt of files for printing, the Seller reserves the right to verify the price if the file differs from the parameters assumed in the quotation.
5. In the case of a delay by the Customer in sending the version of files that will comply with the technical requirements referred to in the preceding paragraph, the Product's delivery date indicated in the Contract, due to the necessity of organisational changes in the Seller's production process, may be set anew by the Seller.
6. If the Customer fails to comply with the technical and organisational conditions, the Seller does not guarantee the realisation of the Product in the quality desired by the Customer. The Seller verifies the correctness of the files submitted by the Customer but does not guarantee that all errors and inconsistencies in relation to the quality specification / rules of preparing projects for printing will be noticed. The Seller is not responsible for any errors in production files submitted for printing by the Customer.
7. The Seller shall execute the Orders accepted by them in accordance with the GTCSD, unless nothing else results from a specific and separate agreement bilaterally concluded and signed by both Parties in writing under pain of invalidity.
8. Activities aimed at concluding the Agreement, in particular Order placement, may only be performed by persons duly authorised to act on behalf of the Customer. The person placing the Order shall be deemed to be the person authorised by the Customer to do so.
9. In response to the Customer's Order containing deficiencies in its specifications, the Seller may supplement them in the form of solutions proposed, presenting them for the Customer's acceptance in the form of e-mail correspondence or in the form of an Order Confirmation Form prepared by the Seller. The Order Confirmation Form, if formulated in response to the Customer's Order, does not constitute acceptance of the Customer's offer by the Seller within the meaning of the Civil Code.
10. The Seller additionally may attach a production schedule of the Products to the e-mail correspondence or Order Confirmation Form, stipulating in particular: deadline for delivery of production files, deadline for acceptance of production files for printing, deadline for delivery of the Product, which schedule constitutes an integral part of the Order.
11. The Contract is concluded upon payment for the Order on the terms specified by the Seller, and in the case of Orders where the payment terms has been agreed by the Parties at a later date, upon confirmation of the Order by the Seller electronically (by e-mail correspondence).
12. If the Seller makes changes or additions which do not materially alter the content of the Order, the parties shall be deemed bound by the Order taking into account the changes or additions made by the Seller.
13. The Seller reserves the right to refuse the execution of the Order, in particular when the Order does not contain all relevant information, when the Customer delays with any payment to the Seller, in the case of lack of positive verification of the Order, or for other reasons indicated by the Seller.

14. The Seller shall inform the Customer of the refusal of the Order, regardless of the reason, by telephone or e-mail.

15. The Seller, in any case starting from the submission of the Order by the Customer, until the expiry of 180 days counted from the date of completion of the entire Order (delivery) may withdraw from the Agreement in whole or in part, in particular in the event of changes in prices of materials for production of Products, fluctuations in the currency, lack of availability of materials for production of Products or in other cases.

If the Order is executed in parts, the withdrawal shall be effective only in relation to the part of the Order which has not been executed, in particular which has not been delivered to the Customer or the Carrier, unless the content of the Seller's statement of withdrawal from the Contract indicates otherwise.

16. The Seller shall, at their option, send their notice of withdrawal from the Agreement in writing to the Customer's registered address or to the address indicated by the Customer in the Order or to the e-mail address of the Customer which is available on its website in particular.

17. Once the Contract has been concluded in the manner provided for in the section III, the Customer shall not be entitled to any withdrawal from or cancellation of the Order, even in the event that the Customer fails to send complete or conforming files with the materials necessary to produce the Product or even if the Seller fails to commence production of the Product.

18. The Seller is not liable for damages resulting from incorrect or incomplete information provided by the Customer during the placement of the Order, as well as caused by incorrectly provided contact details or delivery address.

19. The Seller has the unilateral right to conduct promotions or grant discounts to selected Customers.

20. The Customer, by placing an Order and concluding the Contract with the Seller, declares that due to the nature of the production of the Products and related possible discrepancies between the Product specifications contained in the Contract and the final result of the production of the Product, is aware of the permissible possible deviations from such technical and quality specifications, indicated at the website: [www.lcprinting.eu](http://www.lcprinting.eu) in the section DOWNLOAD .

21 The number of Products delivered by the Seller to the Customer may differ from the number of Products ordered by the Customer within the tolerance of +/- 5%.

#### **IV. PRICE**

1. The Products shall be sold at the prices agreed in the Contract subject to the other provisions of the GTCSD.

2. The invoice may be issued in Euro (€) or any other currency agreed upon by the Seller and the Customer, whereby a different currency shall require explicit arrangements by e-mail or in writing between the Parties and the consent of the Seller.

3. The Seller provides for the possibility of increasing the price of the ordered Product when the Product delivery date falls more than 30 days from the conclusion of the Contract, in the event of an increase in the prices of materials, Product manufacturing costs, inflation, costs related to the implementation of the Contract or other factors that may affect the price. The level of change in the price of materials, costs related to the performance of the Contract shall be determined in relation to the level of prices or other costs as of the date of conclusion of the Contract. The initial date for determination of the change in remuneration shall be determined as of the date of occurrence of the premise in the form of an increase in the price of materials or other costs connected with the performance of the Order.

4. The Seller shall inform the Customer of the price change of the ordered Product by e-mail. In the event of:

- non-deferred payment terms for the Order, the Customer is obliged to accept the new price by email and to pay the price difference within 7 days,
- in the event of a deferred payment terms for an Order, the Customer shall be obliged to accept the price difference before processing the Order.

In the event that the Customer fails to fulfil its obligations as indicated in both of the above cases, the Seller may withhold the fulfilment of the Order.

#### **V. PAYMENTS**

1. The Seller shall be entitled to issue an invoice for the ordered Products at any time after the production of the entire Order or part thereof, unless the Agreement provides for a different payment schedule, including the obligation to pay the entire price or part thereof in advance by the Customer.

2. In the case of advance payment, the execution of the Order shall commence after confirmation of the Order by the Customer or the Seller in accordance with Section III.9 of the GTCSO and after the funds have been credited to the Seller's bank account.
3. In the case of deferred payment terms, the Customer shall pay the Seller the price indicated on the invoice, within the payment deadline specified on the invoice, to the Seller's bank account indicated in the invoice.
4. In the event of failure by the Customer to make payment within the time limit specified in sub-section 2 or 3 of this section, the Seller may, at its discretion, terminate the Agreement with the Customer with immediate effect or withdraw from the Agreement in accordance with the rules specified in section III above. The Seller shall charge statutory interest for late payment in commercial transactions for each day of delay in payment for the Order by the Customer.
5. The date of payment shall be the date on which the payment is credited to the Seller's bank account.
6. All prices are net prices, to which tax on Products and services (VAT) shall be added at the applicable rate.
7. A VAT invoice and a correction of a VAT invoice shall be deemed delivered by sending it in electronic form to the email address indicated by the Customer in the Order, the Agreement or the email address from which the Customer placed the Order, to which the Customer agrees.
8. The Customer shall not deduct or offset any amounts claimed or due from the Seller under any other obligation between the Customer and the Seller or from the remuneration due to the Seller from the Customer under the Agreement, unless the parties have agreed otherwise in separate arrangements.
9. The Seller shall have the right to suspend the execution of Orders or the delivery of Products or may withdraw from the Agreement in whole or in part, in accordance with section III, in the event of a delay in payment by the Customer to the Seller. In this respect, the Customer shall not be entitled to any present or future claims for damages or lost profits that may arise in connection with the suspension of deliveries.

## **VI. DELIVERY**

1. Delivery of Products is limited to the territory of the European Economic Area and is made to the address indicated by the Customer when placing the Order. In individual cases, after prior agreement with the Seller, delivery to another country is possible.
  2. Unless otherwise agreed in the Agreement, delivery of the Products is included in the price of the ordered Product.
  3. Delivery of the Products shall be made by a Carrier or by collection from the Seller's warehouse by the Customer or a carrier designated by the Customer.
  4. The Parties may agree on separate delivery terms in the Agreement.
- In the event that the Product is collected directly by the Customer (or a Carrier designated by the Customer) from the Seller's warehouse, the Seller's performance of the Agreement towards the Customer shall be deemed completed upon collection of the Product by the Customer or a Carrier designated by the Customer from the Seller's warehouse. The collection of the Product, its loading and transport shall be at the expense and risk of the Customer. In such a case, the risk of accidental loss, damage or destruction of the Product shall pass to the Customer upon making the Products covered by the Order available for collection to the Customer or the Carrier designated by the Customer at the Seller's warehouse.
6. Confirmation of the release of the Products and the quantitative and qualitative acceptance of the Products by the Customer shall be:
    - a) in the case of collection from the warehouse, a signed document confirming collection of Products,
    - b) in the case of delivery of the Product to the Customer, a signed CMR consignment note or other document confirming delivery.
  7. The collection of Products by the Customer from the Seller's warehouse by means of transport organised by the Customer shall take place at the place and time specified by the Seller, using vehicles adapted for this purpose.
  8. It is assumed that the person collecting the Product on behalf of the Customer has been duly authorised to do so.
  9. Unloading Products at the Customer's premises by the Carrier shall be at the Customer's risk.
  10. If different delivery periods are specified for the Products covered by the Order, the longest of the specified periods shall apply to the entire Order, and the Seller reserves the right to deliver the Order in parts.
  11. Unless the delivery terms in the Agreement with the Customer provide otherwise, upon delivery of the Products covered by the Order by the Carrier to the Customer, the benefits and burdens associated with the item

and the risk of accidental loss or damage to the item shall pass to the Customer, and the Seller's liability for the Product shall be excluded at that moment.

12. Delivery shall be made on Business Days. The Seller may individually agree with the Customer on delivery on days other than Business Days.

13. The deadlines for the execution of the Order, including its delivery, specified in the Agreement are approximate and may be changed, and the occurrence of a change in the deadline for the execution of the Order does not constitute grounds for the Customer to terminate or change the terms of the Agreement or to pursue any claims in this respect.

14. The Carrier's liability for the delivered Product in transit is a separate liability arising from the relationship with the Seller and does not extend to the Customer.

15. In the event of:

- failure by the Customer to collect the Ordered Products, if they were delivered via the Carrier, or
- failure to collect the Products within 7 days of receiving notification that the Product is available for collection at the Seller's warehouse, or

- failure by the Customer to provide the Seller with the delivery address for the ordered Products,

the Seller may, at its discretion, set a different date for collection or delivery of the Order, or terminate the Agreement with the Customer with immediate effect, or withdraw from the Agreement, in accordance with the rules set out in section III above.

16. In addition, in the event of any of the situations provided for in the above paragraph, the Customer shall be obliged to pay all costs incurred by the Seller in connection with the manufacture of the Products or failure to collect the Products, in particular the costs of printing the print run, storage and the cost of delivery and return of the Product, as well as its unloading. In the event of failure to collect the Products within the specified time limit, the Seller may charge the Customer a storage fee of €250 (in words: two hundred and fifty euros) for each day of storage by the Seller.

17. In the event of the situations referred to in paragraph 15 of this section and the expiry of the Agreement on the basis of termination or withdrawal, the Customer shall authorise the Seller to sell the Product and shall grant the Seller all licences necessary for the sale of the Product. Such authorisation to sell the Product by the Seller shall not constitute a breach of confidentiality referred to in section XI of the GTCSD or of the secrecy concerning the Product, nor shall it constitute a breach of copyright, including licences granted to the Customer.

18. The Seller shall not be liable for any damage incurred by the Customer as a result of the Customer's failure to cooperate with the Seller in order to complete the delivery, including in particular as a result of waiting for loading organised by the Seller, as a result of failure to comply with the date of collection of the Products specified in the Order or the Agreement or determined by the Seller, as well as as a result of the provision of a means of transport unsuitable for the transport of this type of Products.

## **VII. DAMAGED SHIPMENTS, INCOMPLETE PRODUCT**

1. The Customer or his authorised representative or recipient shall, upon receipt of the Products, immediately check their condition and the contents of the shipment. In the event of damage or other reservations at the time of receipt of the Product by the Customer or his authorised representative or recipient, these persons shall be obliged to draw up a Product Receipt Report in the presence of the Carrier, that includes the reservations and describing the damage or other remarks. The necessary remarks should be also noted on the CMR document. In such a case, the Customer is obliged to immediately notify the Seller of such damage or other reservations and is obliged to send a scan or photo of the Product Receipt Report and a scanned CMR document by e-mail.

2. In case of damage or other remarks found at the time of delivery of the Product, if the Customer accepts the damaged shipment without first drawing up a damage report in the presence of the Carrier and without making an entry in the delivery note and CMR document, it shall be assumed that the shipment was delivered without damage.

3. The Customer is obliged to verify the Product, in particular its completeness and quality, immediately, but no later than within 7 days from the date of delivery of the Products. If the Customer fails to verify the Product within the time limit specified in the preceding sentence and does not inform the Seller of any reservations regarding the Product, it shall be assumed that the Product was complete and fully compliant with the Agreement concluded between the Seller and the Customer.

4. In the event that the Customer distributes or resells the Product, it shall be deemed that the Product delivered by the Seller was complete, fully functional and in accordance with the Agreement concluded between the Seller and the Customer. In such a case, the Product shall not be subject to any change/supplement/repair or return.

#### **VIII. WARRANTY. COMPLAINTS**

1. The warranty for defects referred to in the Civil Code is excluded.
2. The Customer may submit complaints regarding Products in relation to significant defects of Products in accordance with the rules set out in this section. Defects indicated in the document of acceptable, possible deviations from the technical and quality specifications listed in section III (20) of the GTCSD, as well as defects in the form of up to 5% of defective items of the entire delivered Product specified in section III(21) of the GTCSD - complaints addressed to the Seller based on such defects will be automatically rejected.
3. Complaints may be submitted within 7 days of delivery of the Products to the Customer via:  
- Electronic mail (e-mail) to the following address: [agata@lcprinting.eu](mailto:agata@lcprinting.eu) or [bartek@lcprinting.eu](mailto:bartek@lcprinting.eu).
4. Each complaint must be properly described, justified and documented by the Customer, in particular by means of attached photographs.
5. The response to the complaint will be sent to the Customer in electronic form (by email).
6. If the response to the complaint requires additional data or information from the Customer, the Seller will ask the Customer to provide it. At the Seller's request, the Customer is obliged to provide any additional required information and the copies of the Product subject to complaint.
7. When considering a complaint, the Seller is entitled, in the first instance, to repair/reprint the Products themselves. The Customer is not entitled to entrust the repair/reprinting of such copies to another entity at the expense of the Seller without the prior written consent of the Seller, under pain of nullity. In any case, before handing over the Product subject to complaint to another entity for repair/reprinting, the Customer is obliged to notify the Seller of such intention and obtain the Seller's position on the Customer's intention.

#### **IX. LIABILITY**

1. The Seller shall not be liable in particular in the event of improper storage of the Product by the Customer after delivery.
2. The Seller's liability for lost profits in relation to the Customer is excluded.
3. Any liability of the Seller arising from the Agreement or its performance shall be limited to actual damage. The maximum amount of compensation is limited to half of the price resulting from the Order placed by the Customer from which the Customer derives the complaint and their claim for compensation.
4. Apart from those expressly specified in these GTCSD, the Customer shall not be entitled to any claims against the Seller for third party claims arising from the use of the Products. The Seller shall not be liable for any other liability than that specified in these GTCSD, under the Agreements (express or implied) or in connection with them, as well as for damage caused to the Customer or a third party by an unlawful act. The Customer shall have no claims against the Seller for any third party claims arising from the use of the Products or other matters related to the Product. The Customer's recourse liability towards the Seller in connection with the defectiveness of the sold item is also excluded.

#### **X. INTELLECTUAL PROPERTY**

1. The Customer shall release the Seller from any obligation to perform services arising from the infringement of third party rights, including copyrights, patents or other rights, in connection with the manufacture of the Products, and shall be obliged to compensate the Seller for any damage suffered by the Seller in this respect. The Seller may refuse to manufacture a Product based on Products supplied by the Customer which are suspected of infringing the rights of third parties.
2. The Customer undertakes not to use the Seller's Product marks, trade names or symbols without the prior consent of the Seller.
3. The Customer undertakes not to make any changes to advertising materials/offers relating to the Products without the prior express consent of the Seller.
4. The Customer, independently or on the basis of an appropriate authorisation, grants the Seller a free, non-exclusive and unlimited licence, in terms of time and territory, to use for its own business purposes:

- the Customer's business logo – in the following fields of use: recording, reproduction by any technique, entering the work into a computer memory and a computer network, public presentation, public display or playback on the Internet, in particular on the Seller's websites, in offers and as part of the promotion of the quality of its products;
  - the produced copies of the Product manufactured for the Customer, which remain in the possession of the Seller as additional copies of the Product - in the fields of exploitation: public presentation, public display, presentation in offers and as part of the promotion of the quality of its products.
5. The Customer agrees to the inclusion of the above data in the Seller's customer list, available, among others, on the Seller's websites, social media and other marketing materials.

## **XI. PERSONAL DATA**

1. The Seller complies with the requirements imposed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: 'GDPR') and other provisions on the protection of personal data.
2. The performance of the Agreement does not imply the processing of personal data, except for the personal data of the signatories, contact persons and employees. If, during the performance of the Agreement, the processing of personal data in another scope is required, a personal data processing agreement shall be concluded.
3. The Seller and the Customer shall inform each other about the processing of personal data of the signatories to the Agreement, as well as contact persons and any employee who may be involved in the performance of the Agreement, in order to fulfil the obligations contained in the Agreement. The Parties shall inform the above-mentioned persons about the processing of their personal data by the other Party so that each Party fulfils its information obligations towards those persons.
4. Each Party is the controller of the personal data of the other Party provided in connection with the performance of the Agreement on the basis of legitimate interests pursued by each Party (Article 6(1)(f) of the GDPR). Furthermore, data processing may be necessary for the performance of the Agreement (Article 6(1)(b) of the GDPR) and for the fulfilment of legal obligations incumbent on the personal data controller (Article 6(1)(c) of the GDPR).
5. Personal data may be transferred to entities with whose help the Party pursues the purposes of data processing, including entities maintaining the IT infrastructure of each Party. The provision of data is voluntary, but is a requirement for the conclusion and performance of the Agreement. Personal data may be made available to entities and authorities authorised to process such data on the basis of legal provisions. It is possible to object to the processing of data, request access to it, rectification, erasure, restriction of processing and transfer. The data shall be stored for the duration of the Agreement and, after its termination, for the period resulting from accounting regulations and the limitation period for claims.
6. The Seller and the Customer are obliged to keep strictly confidential all commercial and other confidential information relating to the performance of the Agreement or obtained from each other in connection with its performance and undertake not to disclose such information without the written consent of the other Party for a period of 2 years from the date of termination of the Agreement.
7. The Seller shall be entitled to disclose the fact of providing services to the Customer and to include the Customer's logo or trademark in information about the commencement of cooperation and in the list of customers on the website, on social media and in sales presentations, and shall have the right to publish on social media and on its website information about the performance and completion of the Agreement and an analysis covering information about the benefits resulting from the performance of the Seller's services for the Customer and to present them in a form it deems appropriate (case study), together with the Customer's logo or trademark. The above information does not constitute Confidential Information as referred to in this paragraph.

## **XII. FINAL ARRANGEMENTS**

1. In all additional matters not covered by these GTCS, the provisions of the Civil Code and the Act of 4 February 1994 on copyright and related rights shall apply.
2. If any provision of these GTCS is found to be invalid, unlawful or unenforceable to any extent under the provisions of law, this shall not affect the validity of the remaining provisions of the GTCS.

3. All matters and disputes arising from orders or contracts concluded between the Seller and the Customer, in particular those related to the establishment of the legal relationship between the Seller and the Customer, its performance, termination, invalidation and the pursuit of claims for damages for non-performance or improper performance of the order or contract, shall be settled in accordance with Article 3(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Poland and Polish law. The jurisdiction of the courts referred to in the preceding sentence results from the relevant provisions of Community law: Article 25(1) of Regulation 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

4. The court of the Seller's registered office shall have exclusive jurisdiction to settle any disputes arising from contracts or the performance of orders concluded between the Seller and the Customer.

5. The content of these GTCSD may be amended. Amendments to the GTCSD shall enter into force on the date of their publication on the Seller's website. Amendments shall not apply to Orders placed before the date of entry into force of these GTCSD.

These GTC shall enter into force on 05.05.2025