

General Terms and Conditions of Sale of Products and Services of CDM Sp. z o.o. with its registered office in Ksawerow at ul. Cegielniana 7 (postal code 95-054)

§ 1

General provisions

1. This document entitled "General Terms and Conditions of Sale of Products and Services of CDM Sp. z o.o. with its registered office in Ksawerow at ul. Cegielniana 7, (postal code 95-054)" [hereinafter referred to as the "**GTC**"] applies to all concluded contracts concerning the sale of products or provision of services, performance of deliveries and all other contracts to which CDM Sp. z o.o. with its registered office in Ksawerow at ul. Cegielniana 7, postal code 95-054, entered in the register of entrepreneurs of the National Court Register under number 0000102578, NIP: 7291001194, REGON: 470867166, registration court: District Court for Lodz-Srodmiemie in Lodz, 20th Commercial Division of the National Court Register [hereinafter referred to as the "**Seller**"] is a party, in accordance with the subject of the Seller's commercial activity.
2. These GTC shall have priority of application to the contracts referred to in § 1 section 1 and shall apply absolutely in any business and commercial relations with Customers for an unlimited period of time, unless they are amended expressly, in written form, by way of negotiations and individual arrangements made between the Parties. The Seller also reserves the unconditional priority of application of these GTC over any general terms and conditions of sale, regulations, contracts or templates applicable at the Customer or the end Customer - a third party [hereinafter referred to as the "**Buyer**"].

§ 2

Information on products and services

1. Products and services supplied by the Seller are documented in a manner allowing their correct identification and determination of quality and technical parameters, among others on the basis of declarations of conformity, technical sheets, quality certificates held and made available to the Buyer, as well as warehouse documents attached to deliveries.
2. All information concerning the Seller's products and services may be obtained by the Buyer from the sales department, and in matters related to the quality of products or services directly from the quality department operating at the Seller.
3. The Buyer is obliged to know the technical specification of the purchased product or service of the Seller. At the same time, the Buyer declares that it shall not raise any claims against the Seller on account of losses incurred (both material and non-material) connected with the lack of knowledge of the technical parameters of products or services purchased from the Seller.

§ 3

Conclusion of the contract, orders

1. The contract between the Seller and the Buyer is concluded at the moment of placing an order, its acceptance for execution and confirmation by the Seller, or as a result of concluding a written contract between the Parties. At the same time, upon confirmation of the order or conclusion of a written contract, the Buyer accepts all provisions of these GTC in full.
2. A proposal to sell a product or service submitted to the Buyer by the Seller is valid on the date of its dispatch by the Seller, unless the Parties have decided otherwise by way of individual arrangements. No proposal (including any proposals called an "offer") constitutes a binding offer of sale for the Seller within the meaning of the provisions of the Civil Code, but only a proposal for a potential Buyer to place an order.
3. An order sent to the Seller by the Buyer must contain the Buyer's data, detailed information about the ordered product to the extent necessary for its identification, data concerning the order execution conditions desired by the Buyer, as well as any other requirements of the Buyer which are not proposed by the Seller under the standard terms of commercial cooperation. In the case of the first order, the Buyer is additionally obliged to send the Seller the data necessary to issue a VAT invoice and registration data, in particular the NIP, KRS and REGON numbers. In the case of a civil-law partnership, the Buyer is additionally obliged to send a copy of the civil-law partnership agreement in order for the Seller to properly verify the contractor.
4. Orders are sent to the Seller in written or electronic form, or may be accepted by telephone, provided that the Parties have so agreed by way of individual arrangements.
5. Placing an order is not binding on the Seller unless it has been confirmed to the Buyer. No response to the order sent shall not mean tacit acceptance of the order for execution. In the case of acceptance by the Seller of an order with reservations, the Buyer is bound by the content of such reservations unless it immediately presents its possible comments. Immediate notification of such comments shall be deemed to constitute a new order, and the provisions of the preceding sentences shall apply accordingly.
6. The fact of accepting an order shall not bind the Seller in a situation where, for reasons beyond its control, in particular due to force majeure (in particular fire, flood, terrorist attack, armed conflict, general mobilisation or unforeseeable call-ups for military service, failure or damage to equipment and machinery park, failure of IT systems, sabotage, strikes, social movements and riots, shortage of means of transport, shortage of raw materials, shortage of production workers, liquidation of production or fixed or current assets, infectious disease of a pandemic or epidemic nature) or due to the conduct of the Buyer or third parties (including the Seller's suppliers or raw material manufacturers), the production, delivery and sale of goods is impossible, excessively difficult or poses a threat to the health and life of the Seller's personnel.
7. Acceptance of an order shall also not bind the Seller in a situation where the Buyer's total liabilities towards the Seller have exceeded the amount of the agreed credit limit (possibly granted to the Buyer by the Seller), or where the Buyer is in delay with payment to the Seller of any amounts due.
8. The Seller reserves the right to change the agreed order execution date, i.e. to extend it in the event of circumstances constituting an obstacle to the execution of the order within the originally agreed period. If the Buyer makes any changes after confirmation of the order, the execution date shall automatically be extended by the appropriate time needed for the Seller to verify and accept the changes to the order.
9. The Buyer is entitled to withdraw from the contract within 3 days from the moment of order confirmation. Together with the declaration of withdrawal from the contract, the Buyer is obliged to pay the Seller a withdrawal fee in the amount equivalent to the value of the confirmed order.
10. The Buyer is obliged to inform the Seller each time in the event of any change in registration data, in particular a change in the NIP number, invoicing address data, as well as in the event of a change in e-mail addresses used by the Seller to send the Buyer invoices in electronic form (after obtaining consent) or quality certificates and delivery documents. In the absence of information about changes, the Buyer shall not raise any claims against the Seller connected with outdated data in the Seller's system.
11. In the event of termination of cooperation between the Buyer and the Seller, i.e. in particular where the contract between the Parties has been terminated or the term of a fixed-term contract has expired, and the Seller, at its own cost and risk, purchased and stored for the Buyer products or services constituting warehouse stock for the Buyer's production needs, the Buyer unconditionally undertakes to collect such products and services. Fulfilment of the obligation

referred to above shall take place by the Buyer sending an order in this respect to the Seller's e-mail address cdm@cdm.pl and collecting the products and services within 30 days from the date of expiry or termination of the contract between the Parties and making payment on the basis of the VAT invoice issued by the Seller. In the event of the ineffective expiry of 30 days from the date of expiry or termination of the contract between the Parties, the Seller shall call upon the Buyer in writing to collect the products and services from warehouse stock and to make payment, at the same time granting the Buyer an additional period of 14 days. The Buyer declares that failure to satisfy the obligation referred to above constitutes improper performance of the contract and, understood as the Seller's claim, agrees to the pursuit of this claim in court proceedings in an amount constituting the equivalent in Polish zlotys of the products and services constituting warehouse stock.

§ 4

Deliveries, transport

1. Products or services may be collected personally by the Buyer or delivered by the Seller using an internal or external carrier. Deliveries are generally made to the address indicated by the Buyer in the order. The Seller reserves the right to make delivery only to the address consistent with the Buyer's registration data, unless another delivery address has been expressly indicated by the Buyer to the Seller.
2. Pallets supplied by the Seller together with products or services constitute the property of the Seller, unless the Parties have agreed otherwise.
3. If the content of the Parties' arrangements does not show detailed information concerning the required quality and packaging of products or services, it shall then be presumed that the Seller should deliver to the Buyer products or services of a quality and packaging corresponding to the requirements for the given grade and type of products or services according to the standards applicable at the Seller.
4. The Buyer is obliged to perform appropriate verification of the shipment or personal collection in terms of quality, quantity and assortment of the delivered and released products or services immediately after their delivery (or release, respectively), with an appropriate annotation on the consignment note or other release document, and also to immediately notify the carrier (in accordance with the relevant transport regulations) and the Seller in written form of any reservations in this respect and to enable the Seller's representative to inspect the intact products or services without delay. Collection by the Buyer of products or services without examining them, or failure to report reservations immediately after such examination, shall be deemed confirmation that the products or services have been delivered correctly, in the agreed quantity and have the correct features and properties.
5. In the case of verification on the Buyer's side referred to in § 4 section 4, § 6 section 15 of these GTC shall apply.
6. If the Buyer refuses personal collection or acceptance of a product or service from the carrier, the Seller allows the possibility of storing the product or service not collected or not accepted, respectively. All costs connected with additional storage (occupied pallet spaces) shall be borne exclusively by the Buyer.

§ 5

Sale, commercial terms

1. The Buyer shall pay for the product or service the price on the basis of a VAT invoice issued by the Seller.
2. Prices determined by the Seller are generally net prices to which VAT shall be added at the rate applicable at the given time.
3. The price determined by the Seller does not include costs of transport, insurance, customs duties and other export charges, as well as possible costs connected with the Buyer's request concerning certificates, attestations and tests. The above-mentioned costs shall be added to the price of the product or service, unless the Parties agree otherwise.
4. In the event of a change in the amount of fees, exchange rates, taxes or raw material prices, the Seller reserves the right to change the price regardless of its previously agreed amount between the Parties.
5. The Buyer is obliged to make payment for the product or service within the period indicated on the VAT invoice.
6. Payment of the price by the Buyer must also be made in a situation where the Buyer, for reasons not attributable to the Seller, does not collect the goods within the agreed period. In this case § 4 section 8 of these GTC shall apply.
7. The date on which a given amount is credited to the Seller's bank account shall be considered the date of payment by the Buyer. In the event of any delay, i.e. failure by the Buyer to make timely payment, the Seller shall have a claim for payment by the Buyer of statutory interest for delay in the maximum amount, in accordance with the applicable provisions of law. Until the full payment referred to above is credited to the Seller's bank account, the delivered product or service shall remain the property of the Seller.
8. If circumstances arise which constitute a real basis for stating that the Buyer will not perform its obligation under the contractual relationship, the Seller reserves the right to demand full payment for the product or service even before they are delivered to the Buyer, or to demand that the Buyer secure the receivable due to the Seller in the form of promissory notes, guarantees or in any other manner guaranteeing receipt of payment for the product or service. The above right of the Seller shall remain in force irrespective of the agreed payment deadline for the VAT invoice.
9. Any reservations of the Buyer concerning quantity, quality, finances and any documentary matters do not suspend the running of payment deadlines for VAT invoices issued by the Seller. The reservation remains in force and binds the Buyer with respect to each VAT invoice issued by the Seller.
10. In the case of contracts under which the Parties have provided in the commercial terms for cooperation with a deferred payment term, the Seller reserves the right to have the insurer verify the possibility of covering with protection the Seller's receivables due from the Buyer (the agreed credit limit). In the event of exceeding the credit limit established in the insurer's decision or the absence of a credit limit, as well as in the event of the Buyer's failure to settle amounts due within the agreed payment deadline, the Seller is entitled to refrain from executing current orders together with an unconditional refusal to accept new orders of the Buyer for execution.

§ 6

Warranty, complaints

1. The properties, technical parameters and specifications of the Seller's products or services, as well as the warranty period and conditions, i.e. fitness for use, are defined in documents made available by the Seller.
2. The Seller is not the manufacturer of films supplied to the Buyer for processing purposes or further resale. The Seller supplies products manufactured by itself or originating from external suppliers, or provides services to the Buyer in an analogous manner.
3. The Seller reserves the right not to examine or not to accept a complaint notification if the Buyer breaches the applicable warranty periods and conditions or the terms and rules for handling complaint notifications specified in these GTC. Any liability of the Seller on account of failure to examine or accept the Buyer's complaint notification is excluded, and the Buyer shall not be entitled to any claims in this respect directed against the Seller.
4. The Buyer shall not be entitled to any claims against the Seller under warranty in the event of failure to comply with the required conditions for storage, transport and seasoning of products or services purchased from the Seller, referred to in § 9 of these GTC. Any liability of the Seller due to the Buyer's failure to comply with the above requirements is excluded.
5. A quality or complaint notification consists in the Buyer sending, in paper or electronic form, a notification comprising the following documents: the content of the notification containing data enabling proper identification of the complained-about products or services, the reason for the complaint and a description/summary of the defect, the quantity of complained-about products or services together with information on their availability, original labels of the non-conforming complained-about products or services of the Seller, the production batch number connected with the complaint, photographic documentation of the complained-about products or services, the order number and VAT invoices connected with the complaint, and the Buyer's demand

- (expectation). If any of the above-mentioned documents is not provided, the Seller shall have the right not to examine or not to accept the notification, together with exclusion of the Seller's liability and loss of claims on the Buyer's side, as jointly referred to in § 6 section 3 of these GTC.
6. The Buyer is entitled to make a quality or complaint notification concerning products or services supplied by the Seller within a non-extendable period of 30 days from the date of receipt of the delivery. Examination and possible acceptance of a notification received after the expiry of the 30-day period for making the notification depends solely on the Seller's will, whereby the Seller reserves the possibility of automatically rejecting such notification each time.
7. Products or services which are the subject of a complaint notification must be left at the disposal and for verification by the Seller. During the proceedings concerning complaint notifications, until the notification is examined, products or services should be properly packed, labelled and protected against any damage. In the event of damage to a product or service, the Seller shall each time have the right not to examine or not to accept the notification, together with exclusion of the Seller's liability and loss of claims on the Buyer's side, as jointly referred to in § 6 section 3 of these GTC. At the same time, the Seller reserves the right to demand that the Buyer send samples of the complained-about products or services, to which the Buyer agrees.
8. The return of products or services shall take place in accordance with the rules for handling complaint notifications, i.e. the complained-about product or service may not be sent back by the Buyer without receiving the Seller's written consent in this respect. At the same time, the Seller reserves the right to refuse acceptance of such shipment.
9. If the Buyer identifies defects, including hidden defects negatively affecting processing or use of the purchased products or services, it is obliged to immediately inform the Seller of the identified defects and immediately cease further processing or use of those products or services.
10. Making a complaint notification by the Buyer does not entitle the Buyer not to pay amounts due for the supplied products or services connected with the notification made, nor does it extend payment deadlines for amounts due to the Seller from the Buyer on the basis of issued VAT invoices.
11. In the case of a complaint concerning a product or service only as to part of a delivery, the Buyer is not entitled to return all products and services supplied together with the complained-about part of products and services in a given delivery.
12. The Seller shall also have the right not to examine or not to accept a notification, together with exclusion of the Seller's liability and loss of claims on the Buyer's side, as jointly referred to in § 6 section 3 of these GTC, in the event that the Buyer makes any interference with the products or services supplied by the Seller.
13. During receipt of the product or service, the Buyer is obliged to perform verification consisting in determining whether the product or service delivered or released from the warehouse has not suffered mechanical damage, in particular during transport, or other damage such as partial destruction, dampness or contamination, or other irregularities. In the event of the above-mentioned circumstances, the Buyer is obliged to attach to the notification referred to in § 6 section 7 of these GTC the delivery document, i.e. the consignment note with the appropriate annotation, as well as a damage report containing a description of the identified non-conformities and the driver's signature, and in the case of personal collection, a warehouse document signed in the presence of the Seller's employee releasing the product or service, confirming the occurrence of damage. If the Buyer does not provide the above-mentioned documents, the Seller shall have the right not to examine or not to accept the notification, together with exclusion of the Seller's liability and loss of claims on the Buyer's side, as jointly referred to in § 6 section 3 of these GTC.
14. In the event of non-acceptance of a complaint, the Buyer is entitled to conduct, at its own cost, additional tests in an independent accredited laboratory in Poland, whereby the taking of samples for the purpose of such tests must be confirmed in writing and must be carried out in the presence of the Seller.
15. The Seller is not obliged towards the Buyer to provide and grant a warranty of suitability of the supplied products or services for any purpose or solutions on the Buyer's side, even if such purpose and solutions were known before the conclusion of the contract.

§ 7

Liability

1. The Seller's liability is specified in the content of these GTC and in no case may it be extended in any way to the benefit of the Buyer, unless the Parties have decided otherwise by way of individual arrangements.
2. The scope of the Seller's liability connected with the conclusion of a contract or sale of products or services (regardless of the basis of such liability) does not include, in particular, claims connected with compensation for damage concerning lost benefits (*lucrum cessans*), lost enterprise, lost profit, incurred production losses (including downtime of the machinery park), loss of market reputation or corporate image.
3. The Buyer is not entitled to demand compensation for any damage caused by a product or service supplied by the Seller.
4. As a rule, the Seller shall be liable up to the amount of the net price of the supplied products or services. Unless, however, the Parties agree otherwise, all claims of the Buyer against the Seller for non-performance or improper performance of the contract may not jointly exceed 25% (twenty-five percent) of the net price of the product or service with which the circumstances constituting the basis of the Seller's liability are connected.
5. Except for situations regulated differently by way of individual arrangements between the Parties, the following circumstances constitute grounds for the Seller to withdraw from the contract regardless of default or delay, if they occurred after conclusion of the contract and lead to non-performance or improper performance of the contract:
 - a) force majeure, in particular fire, flood, terrorist attack, armed conflict, general mobilisation or unforeseeable call-ups for military service, failure or damage to equipment and machinery park, failure of IT systems, sabotage, strikes, social movements and riots, shortage of means of transport, shortage of raw materials, shortage of production workers, liquidation of production or fixed or current assets, infectious disease of a pandemic or epidemic nature,
 - b) a conflict on professional grounds, trade-union grounds, in particular existing disputes in the field of labour law.
6. In the case of personal collection, liability for the product or service shall be borne by the Buyer from the moment of release from the Seller's warehouse, and in the case of transport by carrier, liability for the product or service shall pass to the Buyer upon release by the carrier.
7. Pursuant to these GTC, the Seller shall not bear any liability towards the Buyer and third parties:
 - a) for failure to meet any delivery deadlines if such failure does not result from the sole fault of the Seller or results from force majeure (in particular fire, flood, terrorist attack, armed conflict, general mobilisation or unforeseeable call-ups for military service, failure or damage to equipment and machinery park, failure of IT systems, sabotage, strikes, social movements and riots, shortage of means of transport, shortage of raw materials, shortage of production workers, liquidation of production or fixed or current assets, infectious disease of a pandemic or epidemic nature),
 - b) in the event of damage to or loss of a product or service, respectively not collected or not accepted by the Buyer, starting from the moment of occurrence of the event consisting in failure to collect or failure to accept that product or service,
 - c) for any use of the supplied products or services in a manner inconsistent with their intended purpose, properties or instructions, as well as for any actions of the Buyer consisting in further use or processing of products or services supplied by the Seller, as a result of which damage occurred on the Buyer's side,
 - d) for any materials or raw materials supplied and entrusted by the Buyer for the purpose of performing the contracts referred to in § 1 section 1 of these GTC,
 - e) for failure to deliver products or services within the agreed period if the delivery address and contact details were not indicated by the Buyer in due time, or the indicated delivery address was erroneous, incorrect or actually non-existent,
 - f) under statutory warranty for the product or service, and therefore the Seller's liability under the provisions of the Civil Code on statutory warranty for defects is excluded.
8. If any third party raises any claims against the Buyer connected with products or services supplied to the Buyer, the Buyer should immediately notify the Seller of this fact and enable participation in the pending proceedings, with the reservation that in the absence of such notification, all liability for damage

incurred by the third party and by the Seller shall be borne exclusively by the Buyer.

9. Unless the Parties have agreed otherwise, the Seller shall not be liable for any damage arising on the Customer's side on account of the delivery to the Customer of incorrectly sorted packaging in the case of orders executed in the form of co-printing.

§ 8

Confidentiality of information

1. The Parties, in particular the Buyer, are obliged not to disclose to third parties the content of contracts concluded each time, referred to in § 1 section 1 of these GTC, as well as any information (oral or written) or documents which may constitute a trade secret of the Seller's enterprise and of which the Buyer became aware in connection with the conclusion and performance of the contract.

2. Such information may be made available to the Buyer, its professional advisers or attorneys only to the extent necessary for proper performance of the contract. The persons referred to above shall be expressly obliged to keep confidential the information received during performance of the contract.

3. The obligation to keep confidential information secret also exists after completion of each contract concluded by the Buyer.

4. The information and documents referred to in § 8 sections 1 and 2 of these GTC may be disclosed to third parties only after obtaining the Seller's express written consent, on the principles provided above and only if it is necessary for proper performance of the contract.

§ 9

Additional clauses

1. Unless the Parties have agreed otherwise, in the production and warehouse process the Seller provides for the following tolerances for products and services supplied to the Buyer:

a) for orders for each design below 500 kg +/- 20%, above 500 kg up to 1500 kg +/- 10%, in the case of orders for each design above 1500 kg +/- 5%,

b) for dimensions specified in millimetres +/- 5 mm,

c) for film or paper grammage, the tolerance is specified in the individual technical sheets of the manufacturers,

d) for the hole diameter in the case of laser perforation +/- 20%,

e) for orders of trapezoidal, shaped (s-shape, y-shape, pointed type) and straight packaging for each design up to 5 thousand pieces +/- 30%, above 5 thousand up to 10 thousand pieces +/- 20%, above 10 thousand up to 50 thousand pieces +/- 15%, above 50 thousand up to 100 thousand pieces +/- 10%, above 100 thousand pieces +/- 5%,

f) for orders of doypack packaging for each design up to 20 thousand pieces +/- 30%, above 20 thousand up to 50 thousand pieces +/- 20%, above 50 thousand up to 100 thousand pieces +/- 15%, above 100 thousand pieces +/- 10%,

g) for orders of flat bottom packaging for each design up to 30 thousand pieces +/- 30%, above 30 thousand up to 60 thousand pieces +/- 20%, above 60 thousand pieces +/- 15%,

h) for orders of shaped packaging (s-shape, y-shape, pointed type) and each order concerning trapezoidal packaging +/- 3 pieces for every 100 produced pieces of packaging,

i) for technological waste at the end of the core in the case of each order: 500 running metres.

2. Printing on products performed under the contracts referred to in § 1 of these GTC is carried out by the Seller in accordance with flexographic printing technology on the basis of a proof approved by the Buyer (prepared by the company performing reproduction for the Seller) or on another basis jointly accepted by the Parties (e.g. the Customer's proof or finished product), and in addition:

a) The preferred form of acceptance is a situation in which the Buyer may, as a rule, be present during approval of each flexographic print proof which will constitute the basis for quality acceptance (assessment of print conformity) of the entire supplied batch. The Buyer is entitled to assign approval of the proof to the Seller,

b) The Buyer is responsible for the content and foreign logos and graphics used in the print (at the Seller's request it should present valid authorisations from the Owners for the use of foreign trademarks),

c) The Buyer supplies the graphic design, including the exact placement of the graphics in the form of an electronic record compliant with the Seller's technical specification. If the graphic design is not prepared in a manner enabling proper commencement of production, the Buyer is obliged by the Seller to send, upon request, properly prepared material,

d) In the case of orders for materials with new graphic design, the Seller shall make available all information enabling determination of the appearance, colour scheme and target quality of the product. On agreed commercial terms, the Seller may, at the Buyer's request, make a test batch of the product,

e) The guarantee of reproducing the colour scheme specified in the graphic file is technologically limited in the case of printed products due to the use of flexographic technique. Exact reproduction of the colour scheme on the basis of a print presented by the Buyer and made by another manufacturer may also not be possible due to the specificity of substrates and printing inks used by the Seller for production, as well as production limitations of flexographic machines,

f) Colour deviations identified by the Buyer may not, in such a situation, constitute grounds for a complaint,

g) The Buyer is not obliged each time to participate in the approval of a new print design, unless the Parties have agreed otherwise. However, in the event of the Buyer's absence during approval of a new proof, any liability of the Seller on account of non-performance or improper performance of the contract is excluded in this case, and the Buyer is not entitled to pursue any claims due to damage arising as a result of graphic design unacceptable to the Buyer, which also applies to any claims of third parties,

h) The Buyer declares that it holds all intellectual property rights, in particular economic copyrights, and is authorised to use the materials supplied to the Seller (photos, drawings, graphic files, designs, trademarks, logos, etc.) for the purpose of performing the contracts referred to in § 1 of these GTC. In connection with the above, no third party shall raise any claims against the Seller on account of infringement of intellectual property rights,

i) The Buyer authorises the Seller to use in its activity, including at all trade fairs, on the Seller's website, in leaflets, etc., the goods or services supplied by the Seller on the basis of the contracts referred to in § 1 of these GTC,

j) The Buyer authorises the Seller to dispose of photopolymer plates used for the purpose of performing the contracts referred to in § 1 of these GTC after 24 months from the date of the last execution of an order using such plates. The costs of disposal of photopolymer plates shall be borne in full by the Buyer,

k) It shall not constitute non-performance and/or improper performance of the contract to release to the Buyer goods in which there are slight differences in the print colour scheme compared with the accepted proof, which may result from the type of substrate used and the properties of the printing inks used, whereby slight shall mean a colour difference Delta E 2000 <= 3.0 (measurement with a spectrophotometer with 45°/0° measurement geometry; illuminant D50/10° against a specified, defined colour standard),

l) The Parties jointly agree that the tolerance of printing a second independent overprint by the inserting method is +/- 2 mm.

3. The agreed execution date in the case of an order which includes printed products or services specified in this way may be extended and shall each time be subject to individual negotiations between the Parties, in particular where the order execution date depends on the timely delivery of photopolymer plates to the Seller's registered office.

4. The net weight of supplied film reels includes the net weight of the film together with the core on which the film is wound.

5. The Seller reserves the right to use, as standard technology in production, a system of film splices in individual film reels. The maximum number of splices in this system is 6 (six), unless the Parties have agreed otherwise or another number of splices is required in production for the proper execution of the Buyer's order.
6. The guarantee of reproducing shapes and achieving all assumed features and functions characteristic of a given product or service, while maintaining production repeatability for each batch supplied by the Seller, may be limited for technological or technical reasons on the Seller's side, to which the Buyer agrees by confirming the order for that product or service.
7. Together with confirmation of the order, the Buyer accepts a deviation of +/- 1 mm in the case of the distance between photocells for printed films and paper.
8. Remote acceptance of a design in the scope of flexographic printing on film or paper (distance acceptance using electronic devices) is binding on both Parties, i.e. by remotely accepting the print, the Customer waives all claims connected with the visual effect achieved on film or paper, the shape and elements of the graphics or resulting from technical limitations in flexography.
9. The Buyer undertakes to strictly observe the following requirements connected with proper warehousing, storage, transport and seasoning of products and services supplied by the Seller, guaranteeing their proper processing and preservation of the indicated and guaranteed properties, i.e.:
 - a) room temperature which should be 15-35°C, relative humidity not higher than 75%, and in the case of transport or storage of film at temperatures below +15°C, before further processing, seasoning of products or services at the temperature of production rooms until ambient temperature is reached,
 - b) a warehouse room which should be roofed in order to protect against getting wet, dampness and direct sunlight,
 - c) storage which must protect products or services against the impact of atmospheric factors,
 - d) storage of products or services at a distance of at least 1 m from active heating devices.

§ 10

Settlement of disputes, governing law

1. The common court having local and subject-matter jurisdiction due to the Seller's registered office shall be exclusively competent to settle any disputes which may arise in connection with the contracts referred to in § 1 section 1 of these GTC.
2. The law applicable to contracts to which the Seller is a party and whose subject is the sale of products or provision of services and performance of deliveries, as well as to all other contracts, shall be exclusively Polish law.
3. In the case of any disputes connected with the interpretation of the provisions of these GTC, the Polish-language version shall be binding.

§ 11

Final provisions

1. The Buyer accepts these GTC by confirming the order and receiving the VAT invoice constituting the basis for the sale of the Seller's products or services.
2. These GTC, their content together with all provisions, constitute an integral part of each contract between the Buyer and the Seller and may not be changed or interpreted differently by the Buyer in any way, except for the circumstances referred to in § 1 section 2 of these GTC.
3. The Buyer is not entitled to make any assignment of rights arising from the contracts referred to in § 1 section 1 of these GTC without the Seller's express written consent.
4. The acceptance referred to in § 11 section 1 is equivalent to the Buyer's familiarisation with the information clause made available concerning the principles of personal data processing by the Seller pursuant to the Act of 10 May 2018 on the protection of personal data and 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 ("GDPR").
5. In matters not regulated in these GTC, the generally applicable provisions of Polish law shall apply.
6. The Seller is entitled to amend these GTC at any time, of which the Buyer shall be notified by available means of communication and by means of the Seller's official website www.cdm.pl.