

CARTAMUNDI CARDS POLAND LIMITED LIABILITY COMPANY, CRACOW

GENERAL SALES CONDITIONS

This document was drafted and approved by the Board of Directors of CARTAMUNDI on January 20, 2022.

This document, if it is delivered to the Client in written or electronic format before execution of any agreement, shall be deemed rules binding on the parties in regard to any further transactions between those parties until new general sales conditions are submitted to the other party, provided that CARTAMUNDI acts as a seller.

CARTAMUNDI CARDS POLAND LIMITED LIABILITY COMPANY with its registered office in Cracow, Poland (CARTAMUNDI CARDS POLAND spółka z ograniczoną odpowiedzialnością w Krakowie) hereinafter shall be referred to as: "We", "Us", "Our" or "Ours" or "CARTAMUNDI".

1. Sale

- (a) Our sales contracts are always subject to the conditions enumerated hereafter.
- (b) Our sales contract proposals shall not be deemed binding declarations of intent, even though word "offer" has been used therein. Specifically, the Article 66 et seq. of the Act of April 23, 1964 – the Civil Code (unified text: Journal of Laws of 2020, item 1740 as amended, hereinafter referred to as the "Civil Code") do not apply thereto.
- (c) The commitments undertaken by our representatives, delegates and sales agents are not binding upon us unless in writing signed in compliance with rules of representation.
- (d) Our tariffs are only binding after our written confirmation signed in compliance with rules of representation.
- (e) The purchasing conditions printed on the letters, order forms and other documents from our clients shall not conflict with conditions of sale enumerated herein, unless we agreed on a certain stipulation in an explicit and exhaustive manner.

2. Delivery and acceptance

- (a) The terms of delivery stipulated hereinafter are for information purposes only and they are aimed to give an estimated indication. Any event of non-compliance therewith shall not constitute a valid prerequisite for rescinding or terminating an agreement by our client and CARTAMUNDI will not be charged with any penalty, damages or any other amounts in this regard, unless our client suffered damage caused by our intentional action.
- (b) In any case that our stocks interfered with or depleted by force majeure or our obligation has become impossible to be met as a result of force majeure, we will be free of all obligations and responsibility. Event of Force Majeure shall include (but is not limited to): accident, strike, revolution, rebellion, war, epidemic and natural disaster.
- (c) Unless the agreement stipulates otherwise in an explicit manner, the amount of delivered goods may deviate by 10% from the amount indicated in the order. If the overproduction exceeded the agreed tolerance, we shall inform our client about the exact number of manufactured goods and offer them to him. The client is obliged to inform us of decision on purchase of goods exceeding the agreed

tolerance within 7 days of providing the abovementioned information.

- (d) The client shall bear the risk of loss or damage of goods during the shipment thereof to his premises, regardless to the agreed mean of transport.
- (e) The client is obliged to inform CARTAMUNDI about any complaints regarding the goods in writing. The notification of complaints shall be sent to CARTAMUNDI within 2 days of the delivery and any claims arising out of or in connection with any defects of the goods shall be terminated otherwise.
- (f) Any complaint regarding the quantities indicated on the delivery documents shall be registered immediately on receipt of the goods.

3. Prices

- (a) Our prices are calculated on the basis of tariffs of our raw materials' and utilities' suppliers applicable on the day when the order has been placed, as well as the costs of transport, the rates of currency exchange, customs, duties and taxes applicable on that particular day. Should these elements be subject to any change after the day when the order has been placed, even while the delivery of the order is in process, our prices might have to be adapted accordingly.
- (b) Without prejudice to the foregoing provisions, our offers remain valid for 4 weeks.

4. Payment

- (a) Our invoices are payable net and without discount in the currency of the invoice. Unless CARTAMUNDI explicitly agreed otherwise, 50% advance payment is due with the order and the rest of the payment – prior to the delivery.
- (b) The amount of value added tax calculated on a basis of applicable rate and other public levies which CARTAMUNDI has been charged or will be charged with in connection with the contract in question shall be added to CARTAMUNDI's remuneration.
- (c) All payments shall be made directly to CARTAMUNDI.
- (d) No CARTAMUNDI's representative has power to receive any payments on its behalf.
- (e) In case of any delay in payment CARTAMUNDI will charge the client with maximum interest rate for delay in payment, accordingly to the Article 481 Section 2^o of the Civil Code.
- (f) CARTAMUNDI may set-off outstanding amounts payable by the client with his claims against CARTAMUNDI.
- (g) CARTAMUNDI may transfer all rights and obligations arising out of the contract to any third party.
- (h) Any complaints, even properly registered, shall not constitute a valid prerequisite for refusal or cessation of payment.
- (i) CARTAMUNDI hereby represents that it is a large enterprise as defined in the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014, p. 1)

5. Collection of goods

- (a) If an agreement has been made that the goods shall be collected from our stores, the client shall be advised, either by telephone or in writing when the goods are available for collection.
- (b) Should the client fail to take any action within 7 days of receipt of the information mentioned in section (a) above, he shall be advised to collect goods again by registered mail.
- (c) Should the client fail to take any action aiming to collect the goods within 7 days of receipt of the registered letter mentioned in section (b) above, CARTAMUNDI may take necessary steps to deliver the goods to the client without any further calls. The client shall be charged with costs of shipment. CARTAMUNDI will issue an invoice payable immediately.
- (d) Provisions of sections (a)-(c) above apply respectively to goods, which are available in our stocks on demand, are not collected by the client in the agreed time. CARTAMUNDI reserves the right to charge the client with costs of storage of those goods. The costs of storage will be due and payable at the end of each day of client's delay in collection of goods. CARTAMUNDI will charge the client with maximum interest rate for delay in payment, accordingly to the Article 481 Section 2^o of the Civil Code, for each day of delay of payment of storage costs.
- (e) CARTAMUNDI reserves the right to sell the goods after 6 months of the agreed date of their collection.

6. Retention of title

CARTAMUNDI transfers the title to the goods under the condition precedent of payment of the remuneration. On our demand client shall sign a document stipulating retention of title clause. Date of the document shall be certified on our cost.

7. Technical studies, documents and intellectual rights

- (a) Unless the agreement stipulates otherwise CARTAMUNDI shall not transfer any rights to technical studies, drawings and documents submitted thereby to the client.
- (b) CARTAMUNDI shall not transfer any rights to models, designs, clichés and casts.
- (c) In case that the client submits to CARTAMUNDI projects, according which to the order is to be executed, this execution shall be solely on client's responsibility. Client shall indemnify CARTAMUNDI for any costs arising out of or in connection with third parties' claims in regard to their intellectual property rights. The client is exclusively responsible for assuring licenses of intellectual property rights conceded to any third party and any claims arising out thereof with regard to execution of the order.

8. Dispute resolution

All disputes arising out of or in connection with any sales contract shall be submitted solely to the common court having jurisdiction over the seat of CARTAMUNDI.

Cartamundi Cards Poland LLC with its registered office in Cracow (Poland), 18 Półtanka St., 30-740 Cracow (Poland)

entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Cracow, 11 Commercial Division of National Court Register under the KRS no. 0000460332,

share capital: PLN 5,000.00, NIP no.: 525-25-54-255, REGON no.: 146671416

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