

## I. Applying General Terms and Conditions of Sale

These "General Terms and Conditions of Sale" hereinafter referred to as [OWS] apply to transactions the subject of which shall be the sales of goods (object of trade activity of the Seller) of Masterchem Logoplaste Sp. z o.o. its head office in Zielona Góra at Przylep-Solidarności 86d- hereinafter referred to in OWS as [the Seller], to any entity making purchase related to its economic activity (i.e. not as a consumer pursuant to art. 22.[1] of the Civil Code) hereinafter referred to in OWS as [the Buyer].

OWS are integral part of the sales contracts of goods and services concluded between the Seller and the Buyers. Any modification or exclusion of individual provisions of OWS is possible only after obtaining prior written permission of the Seller and otherwise shall be null and void. In case of any discrepancies between the content of OWS and the contract between the parties, the provisions of the contract shall prevail. In the event of using a standard contract of the Buyer, the provisions contained therein shall only be applicable if not inconsistent with OWS. The OWS shall apply to all contracts of sales of goods and services concluded during the period from 23-11-2017.

## II. Offer, confirmation of order, concluding a contract

1. A contract is concluded by submitting a written request by the Buyer and its acceptance by the Seller. The request can be sent by e-mail.
2. An order placed by the Buyer should include the following:
  - a. product index;
  - b. colour;
  - c. quantity;
  - d. form of receipt of goods (at the premises of the Seller; if by the transportation company, it is required to determine the cost of transport);
  - e. full details of the Buyer- address of the head office, full name according to KRS (National Court Register), CEIDG (Central Registration and Information on Business).
3. While placing the order, the Buyer provides the Seller with copies of the following documents:
  - a. a current copy from the register of entrepreneurs i.e. from the National Court Register or Central Registration and Information on Business;
  - b. decision on granting REGON number;
  - c. decision on granting VAT number;

The Buyer agrees to promptly notify the Seller of his intention to change the legal form of economic activity, changes in the National Court Register, or entry in the Central Business Register, change of persons authorised to make statements on behalf of the company, change of location, change of the company name, shareholders, changes of the place of residence of the self-employed.
4. When placing an order, the person acting for the benefit of the Buyer and on his behalf presents the Seller with the original written authorization of the person entitled to represent the Buyer along with a statement that the Buyer is aware of the general terms and conditions of sales applicable in the Seller's company.
5. The obligation concerning delivery of the documents specified in point 2 does not apply to orders placed by the Buyers who maintain regular business relations with the Seller.
6. Within two business days the Seller will fax or e-mail the Buyer a written confirmation of accepting the order, confirming its following elements:
  - a. product index, detailed information about the product which is ordered within the scope necessary to its identification;
  - b. colour;
  - c. quantity;
  - d. price;

- e. date and method of payment;
  - f. date and place of receipt of goods;
  - g. method of receipt of goods;
  - h. packaging method,
  - i. the number of pallets and their dimensions;
  - j. cost of additional preparation of products to dispatch and the price of pallet if such a method of packaging is used to execute the order;
  - k. transport cost;
  - l. securing the transaction by the Buyer.
  - m. date of order execution;
7. The Seller reserves the right to claim from the Buyer - prior to the order execution - to establish - for the Seller - irrevocable payment security in the form of:
- a. bank guarantee,
  - b. documentary letter of credit,
  - c. insurance policy,
  - d. debt assignment,
  - e. promissory note with "no protest" clause,
  - f. third party guarantees;
  - g. pledge on movables.
8. Unless the Seller stipulates otherwise, the proposal of sales made by the Seller to the Buyer, is valid for 30 days from the date of its dispatch by the Seller. The price proposed by the Seller does not include the cost of possible certificates, approvals, tests and packaging of goods, requested by the Buyer. These costs will be added to the price of the goods, unless the parties agree otherwise.
9. Placing an order is not binding for the Seller and lack of response shall not mean tacit acceptance of the order. The acceptance of the order for execution by the Seller requires written confirmation of its acceptance by the Seller. In the event of accepting by the Seller an order with reservations, the Buyer is obliged to respect them unless he immediately provides his own comments. Immediate reporting such comments is understood as placing new order and the above provisions shall apply respectively.
10. The fact of accepting the order shall not be binding for the Seller, if for the reasons beyond his control, in particular due to force majeure or behaviour of the Buyer or any third party (including the Seller's suppliers), delivery and sales of the goods is impossible or excessively difficult.
11. Accepting the order is also not binding for the Seller if the total liabilities of the Buyer for the Seller exceed the amount of trade credit granted the Buyer by the Seller or if the Buyer delays the payment of any liabilities for the Seller.
12. The orders are executed in quantities being multiplication of packages of bottles and caps. E.g. the basic packaging unit for bottles is a pallet and for caps- a cardboard box.
13. When ordering non-standard goods (i.e. not available in the Seller's regular offer, the Buyer is required to pay 30% of down payment of the gross value of the goods ordered, unless otherwise agreed between the parties. The down payment will be settled on receipt of the goods (or its last batch) by calculating it as part of the Buyer's liabilities. If the Buyer fails to collect the goods, the down payment will be retained by the Seller as contractual penalty.

### **III. Prices, terms of payment and default on payment.**

- 1. The Buyer shall pay for the goods the price specified by the Seller in a VAT invoice or proforma invoice.
- 2. If the prices had been agreed upon and later their base costs changed, Masterchem Logoplaste company is entitled to respectively adjust the prices, according to the changes of the costs.
- 3. Color tests are provided with an additional charge. Masterchem Logoplaste charges the customer as follows (according to the machine group):

a. Color tests on virgin raw material:

A- 160,0 € net; P- 270,0 € net; D- 250,0 € net; K- 1 100,0 € net; E- 140,0 € net.

b. Color tests on recycled raw material:

A- 180,0 € net; P- 340,0 € net; D-320,0 € net; K- 1 520,0 € net; E-140,0 € net.

If the customer register in our system an order within 3 months of color tests performance, Masterchem Logoplaste will reduce the placed order amount within the total cost of this particular color tests. Unless the detailed arrangements indicate otherwise – the goods purchased from Masterchem Logoplaste do not include the value of collective packaging and pallets used for its packaging and delivery. Acceptance and approval of the color takes place on the threaded part of the packaging, because it is repeatable and reasonably measurable.

4. The Client shall bear the costs of all taxes, duties and other charges required to cover the receipt of delivery which are 110 €, unless Masterchem Logoplaste company agreed in writing to bear such costs.
5. If the prices are determined in a currency other than PLN, the price on the invoice will be equal to PLN, according to the exchange rate of the currency announced by the National Bank of Poland, prior to the day of issuing the invoice.
6. If, after the conclusion of the contract, any import fee or related intra- Community fee on acquisition of goods, tax or any other public law charges are applied or such taxes or charges are changed or there is a change by more than 5% in the prices of raw materials, energy, packaging, and semi-finished products for the production of ordered goods or a change in exchange rate applies, then the Seller has the right to unilaterally change the prices of the ordered goods accordingly, even if this is not included in the contract between the Parties.
7. If the contract does not specify whether the prices are net or gross, it is understood that they are net prices, to which a tax (in particular VAT) of the current rate shall be added.
8. The payment shall be made on the date specified on the invoice, according to the arrangement of the parties. In the event of absence of such arrangements, the payment shall be made within no later than 30 days from the date of transferring the goods to the Buyer.
9. In case where the goods ordered by the Buyer will be ready to receive, then the Seller will confirm in writing via e-mail to the address indicated by the Buyer in the order or by phone about readiness for reception of goods ordered by the Buyer.
10. The Seller will not charge the cost of storage of goods ordered by the Buyer only if the Buyer will pick up the goods within 14 days from the date of being notified via e-mail at the address indicated in the his order or by phone about readiness for reception of the ordered goods.
11. The Seller has the right to issue an invoice for the Buyer with payment terms and according to the financial conditions as have been agreed between the Parties even if the ordered goods is not received by Buyer within 14 days from the date notified about readiness for reception of the ordered goods.
12. If the Buyer fails, for the reasons not controlled by the Seller, to collect the goods in time, the price and other benefits must still be paid as if the delivery of the goods was held according to the order.
13. If the Buyer fails to perform any of his obligations, within three months from the end of the specified period, the Seller shall have the right to withdraw from the contract without any additional notices to the Buyer. In the event of such withdrawing from the contract, the Buyer shall pay a contractual penalty to the Seller in the amount calculated as the equivalent of 50% (fifty percent) of the gross price of the goods, covered by the order not executed by the Buyer.
14. At the end of the period referred to in the preceding paragraph, the Seller may also, with the right to cancel the contract at any time, store the goods at any place at the risk and expense of the Buyer and shall claim from the Buyer the performance of the contract and additionally – to pay these storage costs and contractual penalty as in the case of termination of the contract (50% of the gross price of the product). The costs of storage of goods in the Seller's warehouse up to 14 days after the placing the goods at the disposal of the Buyer is included in the price of the goods. Storage of goods in the Seller's warehouse beyond this date shall result in a charge of:

## **Masterchem Logoplaste Sp. z o.o. (general partnership) Zielona Góra, Przylep-Solidarności 86d**

- 0,35 € per pallet per 1 day of storage to the 30th day of storage
- 1,00 € per pallet per 1 day of storage from the 31st day to the 60th day of storage
- 2,00 € per pallet per 1 day of storage from the 61st days of storage.

The above rates shall apply from 1.06.2022.

15. Notwithstanding the preceding paragraphs, the Seller may claim compensation for damages in so far as the damage suffered by him exceeds the contractual penalties.
16. The date of crediting the Seller's bank account shall be deemed to be the date of payment. In the event of late payment, the Seller shall have the right to claim from the Buyer statutory interest for delay in commercial transactions. In the event of payment delay by the Buyer, the Seller shall automatically issue an interest note and sent it to the Buyer.
17. If there are any reasonable grounds to believe that the Buyer will not fulfil his payment obligation, the Seller has the right to demand - before delivery of the goods and regardless of pre-established payment deadline - the payment of the total amount in cash or providing specified guarantees or payment collaterals.
18. The Buyer's notification of any objections, comments or complaints and handling them does not postpone the payment deadline.
19. The purchase price shall be paid in total before the specified payment deadline.
20. If the payment is not made before the specified deadline Masterchem Logoplaste company is entitled to:
  - a. delay in executing its duties until the payment in arrears is made;
  - b. demand a relevant extension of the deadline for delivery or performance of services;
  - c. demand the payment of entire amount in arrears;
  - d. in the event of failure to comply with obligations in additionally specified deadline to withdraw from the contract Masterchem Logoplaste, is also entitled to cancel the contract in full if the supplies are divisible;
21. In case of cancellation of the contract the Buyer is obliged to immediately pay to the company Masterchem Logoplaste cancellation fee 10% of the price and the reimbursement of any losses in excess amount. In the event of a possible cancellation of the contract by Masterchem Logoplaste, the Buyer is obliged to immediately pay Masterchem Logoplaste the cancellation fee equal to 10% of the price and the reimbursement of any losses in excess of the above amount.
22. In the event of any pending court execution against the Buyer or any doubts of Masterchem Logoplaste as to the Buyer's payment abilities, Masterchem Logoplaste is entitled to:
  - a. immediately claim all the payment of all debts regardless of their payment deadlines;
  - b. suspend all deliveries within the contracts not executed so far and execute other supplies solely on the basis of pre-payment. In case of any Buyer's refusal to pay the down payment, Masterchem Logoplaste company may withdraw from the contract and claim compensation for damages.
23. In case of an untimely payment, statutory interest for delay in commercial transactions will be charged.
24. Pursuant to the contents of Article 10 of the Act on Counteracting Excessive Delays in Commercial Transactions Journal of Laws 2021.424 i.e.:
  - a. the Seller from the date of acquiring the right to interest, i.e. from the next day after the due date of the Buyer's receivables, is entitled to compensation for the costs of debt recovery, equivalent to the amount of:
    - i. 40 euro - if the value of a monetary benefit does not exceed 5 000 zlotys;
    - ii. 70 Euro - if the value of a monetary benefit exceeds 5 000 zlotys but is lower than 50 000 zlotys;
    - iii. 100 euro - if the monetary benefit equals or exceeds 50 000 zlotys.The equivalent of the compensation referred to above is determined using the average Euro exchange rate announced by the National Bank of Poland on the last working day of the month preceding the month in which the pecuniary benefit became due.
  - b. In addition to the amount referred to above, the Seller is also entitled to reimbursement in a reasonable amount of the recovery costs incurred in excess of that amount.

**IV. Order execution**

1. The execution deadline is specified in the confirmation of the order issued by the Seller.
2. Within 3(three) days before the planned receipt of goods, the Seller agrees by phone or e-mail with the Buyer on the date and time of goods receipt.
3. In the case of delay in performance of the order beyond the Seller's control, the term of the order execution shall be extended for the duration of the obstacles preventing the timely execution of the order. In case of any delay in the order execution, the Seller shall immediately inform the Buyer about the reason of the delay and a new expected date of the order execution.
4. We reserve the right of production of packaging on the duplicate of moulds compatible with the original.

**V. Provisions Regarding Compliance with the SUP (Single-Use Plastic) Directive**

1. Our PET packaging meets the requirements regarding the content of recycled materials. The customer (buyer) is obliged to inform the company of any specific product requirements, including their intended use, that may affect the compliance of the packaging with the requirements of the SUP Directive. Failure to fulfill this obligation releases the company from liability for any non-compliance of the products with the regulations.
2. The price of the products may include costs related to collection, recycling, and education systems regarding proper waste management, as required by the SUP Directive.
3. The company is not liable for any damages resulting from improper or non-compliant use of the packaging by the customer, including violations of the SUP Directive by the customer or their recipients. The customer is obliged to use the products in accordance with their specifications.

**VI. Delivery, the obligation to verify the quality of the goods and the consequences of failure to meet deadlines.**

1. Unless the parties have agreed in writing otherwise, the delivery of goods occurs at the expense of the Buyer, according to mutually agreed rules of shipping. If the conditions of sending the goods are not determined, the Seller shall, at its own choice, choose a professional entity to arrange shipment of goods to a place specified by the Buyer.
2. Quantitative shortages in the delivery are allowed in the following amounts:
  - up to 5% of delivery for orders up to 25.000 pcs.
  - up to 3% of delivery for orders over 25.000 pcs.Quality deficiencies resulting from transport (mechanical damage, dents, scratches, abrasions) are allowed in the following amounts:
  - up to 5% of delivery for orders up to 25.000 pcs.
  - up to 3% of delivery for orders over 25.000 pcs.
3. The Seller is not responsible for any losses, modifications or damages of goods which occurred during the transport. Any damages to the goods do not release the Buyer from the obligation to pay for the goods and do not entitle the Buyer to demand delivery of the goods free from defects or to claim compensation (corrective invoice).
4. At the explicit request of the Buyer, the Seller shall insure the transport of goods on the terms and conditions and at the cost of the Buyer.
5. If the goods are delivered by an independent Carrier, the responsibility for the goods is transferred to the Buyer at the moment of their release to the Carrier, if the Carrier was engaged by the Buyer.
6. The Buyer shall instruct the shipping company and his drivers on the correct method of transport, storage, warehousing, loading.
  - **TRANSPORT:**
    - should not have a black tarpaulin over the entire vehicle,

- should not make stops for hours in the sun,
  - should drive during the day and stop at night,
  - should maintain the right temperature inside (the preferred range for PET bottles is 10 °C to 40 °C).
- STORAGE, WAREHOUSE, LOADING:
- do not leave pallets with goods in sunlight,
  - do not place near heat sources (radiators, heaters, windows, rooflights, etc.),
  - storage areas should be dry, ventilated, out of direct sunlight, with a temperature od -10 °C to 40 °C for bottles and 5°C -35°C for caps, and with an air humidity of 0-90% for bottles and 30-85% for caps,
  - avoid areas of rodents and insects and other pests,
  - do not store near glass/ glass-containing materials, keep away from cleaners, chemicals, areas with dust, strong and intense odors.
7. In case the Buyer collects the goods from the Seller's warehouse with his own transport, the Buyer takes over the responsibility for the goods at the time of release of the goods from the Seller's warehouse to the person possessing the transportation means of the Buyer. The Buyer is obliged to comply with the Seller's recommendations as to the conditions of transport of goods and to acknowledge that he is aware that it is prohibited to store the goods in direct sunlight; in high temperature and high humidity.
8. If the content of the recommendations does not contain detailed information on the quality and packaging of the goods, it is assumed that the goods supplied must be of quality equal to the average requirements for that class and kind of goods.
9. The cost of packaging other than specified above, if demanded by the Buyer, shall be covered by the Buyer according to the costs of the Seller. The Buyer may be also charged with the costs of requested goods protection or insurance during transportation.
- The Buyer is obliged to check in particular the delivery status (load) and the quality, quantity and range of goods delivered, immediately after their delivery (release) and make the proper endorsement on the bill of lading or other proof of delivery, and immediately report to the Carrier (in accordance with the relevant transport regulations) and the Seller, in writing, any concerns in this area and allow Seller's representative to immediately examine, the intact goods. Reception of goods by the Buyer without their examination or not reporting any objections immediately after examining the goods will be considered to be a confirmation that the goods were correctly delivered, in the correct amount and have the proper characteristics and properties.
10. Under penalty of losing the right to assert from the Seller any claims for defects or noncompliance of delivered goods with the order or its confirmation, the Buyer is obliged to complete all the formalities specified in the preceding paragraphs above, particularly to immediately report any irregularities to the Sellers after their detection, but no later than at the time at which, according to the above provisions, determining the irregularities was possible
11. If a Party becomes aware that it will not be able meet the deadline specified in the contract, it should immediately inform the other Party, specifying an expected deadline of fulfilling the delayed obligations.
12. If the delivery date is postponed due to circumstances, for which the Seller is not responsible, particularly, the circumstances provided in the content of these General Terms and Conditions of Sale, the Seller may postpone the next delivery in a proportionate manner and is not responsible for the consequences of such a postponement.
13. In the event that the Purchaser, after the goods are delivered and checked according to terms and within the time limit described hereinabove in item 9, decides to sell back the goods to the Seller due to their initial incorrect order, the Seller is not bound in any way by such a statement of the Purchaser. However, the Seller may decide to buy back the goods pursuant to their financial terms and conditions separately proposed to the Purchaser.

**VII. Warranties and complaints.**

1. The Client is obliged to detailed control of goods at their collection and informing in writing about:

- a. any quantity losses up to two business days;
- b. any quality defects within ten business days from collecting the goods, by presenting a sample of defective goods with labels from the pallets with the goods.

Not respecting the above deadlines results in termination of all quality and quantity claims of the Buyer.

2. If the information about defect is sent within the specified deadline, Masterchem Logoplaste company at its discretion may:

- a. remove the defect by introducing corrections;
- b. replace the goods;
- c. or accept the defective goods and credit the invoice with the purchase price or grant price discount.

The Client is not entitled to any other rights including the request of lost profits.

3. The Client is not entitled to withhold payments due to warranty claims or other claims, regardless of their type.

4. Masterchem Logoplaste company is liable for damages only in the event of wilful misconduct or gross negligence. Masterchem Logoplaste company is not liable for consequential losses, in particular for lost profits, etc.

5. A return of defective goods requires explicit prior consent of Masterchem Logoplaste company. If the goods are returned without the prior consent, Masterchem Logoplaste company shall be entitled to refuse to accept the returned goods and send them back to the Client at his expense.

6. The quality warranty is granted for the period of about 12 (twelve) months from the date of purchase, unless otherwise decided by the Parties.

7. If during the processing / use of the product it will be discovered that it is defective, the Buyer must refrain from further use of the product. The Buyer is obliged to protect the defective goods and store them in original packaging until replacement or return. The use of over 10% of the goods delivered in one batch, which is reported as defective will be equal to accepting by the Buyer the entire batch of the goods and waiver of any related claims.

8. The Buyer shall be obliged to provide the Seller with samples of the defective goods, necessary to carry out surveys, allow on-site examination of the behaviour of the product during processing, as well as provide the necessary information on the treatment technology or the conditions in which the product was used.

9. The Seller's liability for defects or shortages of goods is limited to the obligations described in the content of these General Terms and Conditions of Sale, but never includes monetary compensation for damages. In particular, the foregoing warranty for the Buyer does not include the regulations on statutory warranty for defects of the product sold.

10. Before ordering and on the based of received samples, the client takes full responsibility for testing of the total package (closures and bottles/jars) in their own.

11. Goods (bottles, jars, preforms and all types of closures and caps) purchased from an outlet or II grade are not refundable or subject to complaint.

**VIII. The scope of responsibility.**

1. Any liability of the Seller related to entering into a contract or sales of goods, regardless of this liability, does not include compensation for damage to expected profits, loss of profits, loss of production, loss of market reputation,

etc.

2. Any liability of the Seller, related to concluding a contract or sales of goods, irrespective of the type of such liability, cannot exceed 30% (thirty percent) of the net price of the goods, which is subject to the Seller's liability.
3. It is a principle that the Buyer is exclusively responsible for the use of goods.
4. The Seller is responsible for the possession of certain characteristics of the goods or for the suitability of the delivered goods for the purposes of the Buyer, only on condition that the Seller provided a written assurance that the product has certain qualities or that it is useful for this purpose.
5. In addition to the above-described liability for defects in the goods, the Buyer shall not be entitled to compensation for any damage caused by goods (including by a dangerous product), or in connection with the possession or use - with the exception of mandatory liability arising directly from the mandatory provisions of the law.
6. If a third party takes action against the Buyer with any claims referring to goods or products sold to the Buyer by the Seller, or referring to products manufactured with the goods sold to the Buyer by the Seller, the Buyer shall immediately notify the Seller about it, allowing him to participate in the proceedings relating to the claim of the party, under pain of exclusion of all Seller's liability associated with these claims.

**IX. Solving disputes and governing law**

1. Any disputes which may arise between the parties, which may be associated with relations based on the contracts concluded between the Parties, that are subject to these General Terms and Conditions of Sale, will be solved by the competent common Court locally specific to the Seller's head office.
2. These General Terms and Conditions of Sale apply to each contract of sale under which the Seller sell any goods to the Buyer (if the Buyer in any form and at any time has been informed about them or could easily read their content and, if the parties have not excluded in writing the use of these - all or some - conditions) as well - to the extent not regulated by the content of these General Terms and Conditions of Sale - the relevant provisions of the Civil Code and other mandatory legislation shall be applicable.
3. Regardless of the content of these Terms and Conditions of Sale, the agreement between the parties may be changed by the introduction of mandatory legislation, which will determine additional obligations of the parties. In particular, the Seller may refer to any changes in the regulations and circumstances which may result in the change of operating costs or charges of public character and thus change the conditions of the offer submitted by the Seller or the contract already concluded by the parties but not yet performed.

**X. Other terms and conditions.**

1. Unless otherwise agreed between the Parties - in writing - it is understood that the Seller's obligation does not include any other services apart from the release of the goods which are subject to the contract between the parties and the transfer of ownership of goods to the Buyer after payment of the sales price by the Buyer (in particular the Seller's obligation does not include the technical support as regards the use of the product).
2. Except for the situations differently regulated in these terms and conditions, the following circumstances may, without consequences for the parties, provide the basis to withdraw from the contract, if occurred after its concluding and significantly hinder its performance: labour conflict, and any other circumstances which the party cannot control (e.g. force majeure), such as in particular, fire, war, mobilization or unexpected military service, other events of a similar scope and importance, confiscation, seizure, currency restrictions, uprising and unrest, shortage of transport, general shortage of goods, cassation of part of production or fixed assets or current assets, restrictions on the drive means, and the defects or delay or failures of the transport providers, manufacturers and subsuppliers of goods constituting the subject of the sale or other third parties. A Party does not assume any responsibility for the consequences resulting from the behaviour of the other party or third parties, for whose behaviour this party is not responsible according to



## **Masterchem Logoplaste Sp. z o.o. (general partnership) Zielona Góra, Przylep-Solidarności 86d**

the law. If contract cannot be executed in a timely manner, each party has the right to withdraw from the contract in the section, in which the performance of the contract is difficult for the reasons mentioned above.

3. Certificates of quality delivery and / or declarations of conformity are issued free of charge till three months from the date of purchase of the goods. Over this term we charge fee in the amount of 125 EURO per each issued document.

### **XI. NO BRIBERY, NO CORRUPTION.**

1. Employees of Masterchem Logoplaste Sp. z o.o. shall not engage in any form of bribery.
2. "Bribery" shall be understood as the offering of money, rewards, favours or benefits to any person or public official with a view to influencing such person's behaviour or judgment.
3. In particular, employees of Masterchem Logoplaste shall not:
  - a. offer bribes to any persons;
  - b. accept bribes; and/or
  - c. engage in any form of indirect bribery by offering or accepting bribes through a third party.
4. If anything, an employee may give gifts or offer forms of entertainment in full and unconditional compliance with the following terms and conditions:
  - a. each employee of the Partnership shall be unconditionally obliged to determine, before he or she offers a gift or a form of entertainment, whether the offering of such gratifications is prohibited or not at a particular company/partnership;
  - b. an employee of the Partnership may accept gifts only for appropriate social and business purposes, at a level corresponding to the status and position of the person concerned;
  - c. while considering whether to offer or accept a gift or a form of entertainment, an employee should determine if it is intended to constitute or if it may be reasonably interpreted as to constitute a reward for or incentive to doing a favour or treating a person in a preferential way – if so, they are not permitted under the Guidelines;
  - d. gifts should be given openly and unconditionally, should be of modest value, and should comply with the spending policy of the Partnership;
  - e. gifts and forms of entertainment should never be offered or accepted in order to land or retain a client, in exchange for a reward or as an incentive;
  - f. any offers of gifts for or hospitality to government officials, legal entities, persons or other entities for the benefit of such officials or persons shall require prior approval of a Partner or the General Manager as entered in the Gifts and Hospitality Register. Approval or rejection of a request by a Partner or the General Manager shall be entered in the Gifts and Hospitality Register;
  - g. if an employee receives gifts or other gratifications from existing or prospective counterparties of the Partnership, he or she shall reveal this fact in the Gifts and Hospitality Register.

### **XII. Code of ethics**

1. Please be advised that in accordance with the requirements of SMETA procedures (4 pillars), our relations on the line Company – Employees, Customers and Suppliers are determinate by the relevant **Code of Ethics**.

**XIII. Personal Data Protection Information (GDPR)**

The applicable Regulation (EU) of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, referred to as the General Data Protection Regulation.

Therefore, we would like to set out the rules governing the processing of your data by PW Masterchem Logoplaste and the rights you are entitled to in that respect. It is important to us that you gain complete knowledge in that area and, as a result, full comfort of cooperation with Masterchem Logoplaste. Please read the following information.

We would also like to assure you that we take due care of your privacy and in no way do we extend our existing rights. Your personal data are safe with us and you can withdraw your consent for their collection and processing at any time, as set forth in the following "Personal Data Protection Information."

**Personal Data Protection Information**

Masterchem Logoplaste Sp. z o.o. with registered office in Zielona Góra, at ul. Przylep-Solidarności 86D ("**Masterchem Logoplaste Sp. z o.o.**"), as a data controller, collects your personal data obtained through entering into an agreement with you and during its term ("**Personal Data**"), in particular:

- Name (names) and surname, email address, contact address, represented company name, telephone number, title;
- For business entities, we additionally process the following data: NIP (Tax Identification Number), REGON (Business Statistical ID), registered office address, and bank account number;
- For business entities applying for a credit limit with Masterchem Logoplaste, we also process data contained in financial documentation.

We collect your Personal Data for the for the following purposes:

- Executing and performing the agreement that joins us and providing you the services we offer, especially shipping goods ordered and processing payments and complaints;
- Performing the obligations of Masterchem Logoplaste as required by law, especially issuing and storing invoices and accounting documents, also for archiving purposes;
- Protecting the rights of Masterchem Logoplaste in accordance with law, especially securing outstanding payments in debt collection procedures and judicial proceedings;
- Verifying your solvency and creditworthiness when granting you a credit limit and for the purposes of securing payments due to Masterchem Logoplaste (guarantee agreements and surety agreements or other security means), the legitimate interest of Masterchem Logoplaste within the meaning of the data protection law, including marketing of products and services of Masterchem Logoplaste (direct marketing);
- Conducting marketing activities and sending commercial information upon your prior separate consents.

Masterchem Logoplaste may transfer the Personal Data to the following third parties for the purposes specified in this document:

- Entities that Masterchem Logoplaste has signed a cooperation agreement with ("**Data Processor**") for the purposes of performing the agreement that joins us, performing the obligations of Masterchem Logoplaste as required by law,

protecting the rights of Masterchem Logoplaste in accordance with the regulations on the legitimate interest of Masterchem Logoplaste within the meaning of the data protection law; in particular, Masterchem Logoplaste may transfer your Personal Data to such entities as: banks, debt collection companies, entities providing accounting services, companies providing mail and courier services. Such entities are required under the agreements signed with Masterchem Logoplaste to use appropriate safety, technical, and organizational measures to protect the Personal Data and process them only as prescribed by Masterchem Logoplaste.

- Supervisory bodies, authorities, and other third parties; if necessary for the above purposes and for the performance of obligations required by law, the Personal Data may be provided to supervisory bodies, courts, and other authorities (e.g. tax authorities and law-enforcement authorities), independent third-party advisors (e.g. auditors) or entities providing services.
- Masterchem Logoplaste undertakes to use appropriate safety, technical, and organizational measures to protect your Personal Data. The Personal Data will be stored by Masterchem Logoplaste and/or Data Processors only for a period of time as necessary to achieve the purposes for which the Data have been collected, to perform obligations required by law, at most for the period of securing materials required by legal proceedings (including those tax-related) and until your and Masterchem's Logoplaste claims are barred by limitations.
- You are entitled to rights related to the protection of the Personal Data. In accordance with the applicable data protection law, you are entitled to lodge a complaint with a competent supervisory body (i.e. the President of the Office for Personal Data Protection and its successors).

Furthermore, you are entitled to:

1. Demand access to the Personal Data; a data subject is entitled to receive a confirmation of Masterchem Logoplaste whether their personal data are processed and, if yes, they are entitled to access those data. Upon your request, Masterchem Logoplaste provides you with a copy of your Personal Data that are subject to processing. If you request any further copies, Masterchem Logoplaste may charge you a reasonable fee arising from administrative costs;
2. Correct the Personal Data; you are entitled to correct your Personal Data that are incorrect. Taking into account the purposes of processing, you have the right to complete the Personal Data that are incomplete, for example by submitting an additional statement;
3. Remove the Personal Data ("right to be forgotten"); you have the right to demand – if there are certain legal grounds for it – immediate erasure of your Personal Data, and Masterchem Logoplaste is required to remove such Personal Data without undue delay ;
4. Restrict the processing of your Personal Data; in such a case, Masterchem Logoplaste indicates such Personal Data upon your request and their processing may be restricted to specific purposes only;
5. Transfer the Personal Data; under certain terms and conditions, you have the right to receive your Personal Data processed by Masterchem Logoplaste in a structured, commonly used, and machine-readable format, and you have the right to transmit such Personal Data to another entity;
6. Object; in certain circumstances you have the right to object – on grounds relating to your particular situation – at any time to processing of your Personal Data and Masterchem Logoplaste may then be required to stop processing of such Personal Data.

For any questions regarding the Personal Data or exercising privacy rights,  
**contact the Personal Data Controller in Masterchem Logoplaste.**