

## SECTION I. GENERAL PROVISIONS

### §1. DEFINITIONS

For the purposes of the present General Conditions for Processing Orders for the Production of Printed Materials, the following terms/abbreviations have been defined:

<b>GCPO:</b>	The present General Conditions for Processing Orders for the Production of Printed Materials by Prografix Sp. z o.o.
<b>ORDERING PARTY:</b>	The entity which has placed an order to the Contractor for the production of printed materials.
<b>CONTRACTOR:</b>	"PROGRAFIX" Sp. o.o. with its registered office in Dębica, ul. Drogowców 16, 39-200 Dębica, entered into the register of entrepreneurs by the District Court in Rzeszów, 12th Commercial Division, KRS number 0000125459, NIP 876-21-36-701, REGON 691679657.
<b>Printed materials:</b>	Printed materials shall mean the materials printed on paper or cardboard in offset or digital printing, in particular: leaflets, posters, brochures, catalogues and other advertising and promotional materials, printed by the CONTRACTOR for the ORDERING PARTY.
<b>Inquiry about the production of Printed materials:</b>	The inquiry of the ORDERING PARTY to the CONTRACTOR concerning the production by the CONTRACTOR of specified Printed materials, containing the specification of technical parameters of the print.
<b>Initial offer for the Production of Printed materials:</b>	The CONTRACTOR's initial declaration, specifying technical parameters of Printed materials, production schedule as well as the price for the print of Printed materials, made by the CONTRACTOR in answer to the Inquiry of the ORDERING PARTY about the production of Printed materials.
<b>Orders for the Production of Printed materials or Order:</b>	The ORDERING PARTY's declaration, agreed by the Parties, containing Orders for the Production of Printed materials, placed with the CONTRACTOR by the ORDERING PARTY by Means of communication, after earlier signing by the ORDERING PARTY.
<b>Initial materials:</b>	Initial materials shall mean digital files in PDF format, containing the substance of Printed materials, on the basis of which the CONTRACTOR will print Printed materials.
<b>Colour sample:</b>	A colour sample shall mean a copy printed by the CONTRACTOR based on Initial materials or sent to the CONTRACTOR by the ORDERING PARTY.
<b>Certified Proof (Colour Design):</b>	Model material which simulates the real effect of printing using the technique concerned, with appended results of measurement of the ΔE colour difference. The colour difference may not exceed the tolerance specified in ISO 12647-2.
<b>Means of communication:</b>	Means of distance communication in a form of the Internet public network (for example, electronic mail, InSite System, ftp account - made available by the CONTRACTOR, other portals for data transfer, agreed in the Order).
<b>Contract for the Production of Printed materials or Contract:</b>	A Contract concerning the Production of Printed materials made by and between the CONTRACTOR and the ORDERING PARTY, in any form, to which the GCPO apply.
<b>Technical specification:</b>	An Attachment to the GCPO containing the Technical specification concerning the preparation of Initial materials for printing, basic quality guidelines and required standards for databases.
<b>Personal data</b>	Any information concerning an identified or possible to identify natural person, such as, in particular, sex, name, surname, street, house number, postal code, city as well as any other data of personal character.
<b>Personal data collection</b>	Any structured set of data of personal character, available according to specified criteria, irrespective whether it is scattered or divided functionally, made available to the CONTRACTOR by the ORDERING PARTY in

order for the CONTRACTOR to perform obligations resulting from an Order for the Production of Printed Materials.

Any operations on personal data, performed by the CONTRACTOR in order to perform the obligations resulting from an Order for the Production of Printed Materials and within the scope specified in the Section II of the GCPO - TEPPD, in particular, collecting, recording, storing, handling, modifying, making available and deleting personal data, primarily those operations, which are performed in IT systems.

### §2. GENERAL PROVISIONS

1. **[The significance of GCPO]** GCPO constitute an integral part of Orders for the production of Printed materials, concluded by the ORDERING PARTY with the CONTRACTOR, upon which the CONTRACTOR undertakes to print Printed materials for the ORDERING PARTY, and the ORDERING PARTY undertakes to pay to the CONTRACTOR a specified price (Orders for the Production of Printed Materials).
2. **[Exemplary procedure of placing an Order for the Production of Printed Materials]** GCPO constitute an integral part of the Contracts for the Production of Printed materials, irrespective of the manner of concluding those Contracts. In particular, GCPO constitute an integral part of the Contracts for the Production of Printed materials, concluded by the placement of an Order for the Production of Printed materials by the CONTRACTOR, following prior negotiations of conditions for processing an Order as specified in the GCPO, preceded by the Inquiry about the Production of Printed materials from the ORDERING PARTY, which shall determine a complete technical specification of Printed materials, being the subject-matter of the Inquiry, the packaging manner and delivery address, then by the Initial offer for the Production of Printed materials. If the Parties have agreed on the Contract conditions, the CONTRACTOR shall draw a form of the Order for the Production of Printed materials, which is then submitted to the ORDERING PARTY for final approval in writing. The Order, in addition to information indicated above for the Inquiry, shall include the following at least: the detailed determination of the amount of the ordered Printed materials and the indication of the time-limit for the completion of the order. If due to the intended use of Printed materials (e.g. fairs, conferences, workshops, trainings etc.) their completion after the indicated time-limit does not matter to the ORDERING PARTY, the ORDERING PARTY shall include expressly and explicitly such information in the Order. The Contract for the Production of Printed materials is deemed concluded, when the original or scanned copy of the Contract for the Production of Printed materials, agreed by the Parties and developed by the CONTRACTOR (forwarded by Means of communications), signed by the ORDERING PARTY, is delivered to the CONTRACTOR
3. **[Making GCPO available]** GCPO have an electronic form and are made available to the ORDERING PARTY by the CONTRACTOR by Means of communication, together with the Initial offer in an electronic form or a link to the current GCPO before placing an Order for the production of Printed materials. The placement of the Order for the Production of Printed materials by the ORDERING PARTY with the CONTRACTOR is tantamount to the ORDERING PARTY's consent to the performance of the Contract in accordance with the GCPO's provisions and the acceptance of conditions defined in all the GCPO's attachments.

### §3. EXECUTION OF A CONTRACT FOR THE PRODUCTION OF PRINTED MATERIALS

1. **[The CONTRACTOR]** Based on the Order for the Production of Printed materials, the CONTRACTOR:
  - a. shall prepare the Initial materials for the ORDERING PARTY (if the Parties agree to do so) following the Technical specification included in the Attachment to the GCPO;
  - b. shall prepare the Certified Proof for the ORDERING PARTY unless the Certified Proof is delivered by the ORDERING PARTY. If the ORDERING PARTY does not require the Certified Proof (Colour Design), the work shall be printed according to the Lab coordinates of primary colours and dot gain;
  - c. shall print Printed Materials on the basis of Initial Materials;
  - d. shall perform additional activities for the ORDERING PARTY, such as addressing and sending out Printed materials or other agreed activities ("Additional activities"), if the Parties have agreed to do so in the Order;
  - e. shall observe, during the performance of the Order, the Quality Standards specified in the Attachment to the GCPO for the parameters relevant for the Order;
  - f. shall deliver Printed Materials within the time limits and to the addresses specified in the Order;
  - g. shall dispose of Printed Materials made according to the order which have not been actually used during the performance of the Order, within 14 days following the date of completing the Order, unless the ORDERING PARTY shall agree with the CONTRACTOR, within 7 days following the completion of the Order, on another manner of using such Printed Materials. Before the disposal the Contractor shall request that the ORDERING PARTY provide its approval of such a course of



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- action. If there are no other instructions, it shall be recognized that the ORDERING PARTY approves of the disposal.
2. **[The ORDERING PARTY]** During the performance of the Order for the Production of Printed Materials, the ORDERING PARTY:
- shall deliver Initial Materials meeting the standard specified by the GCPO to the CONTRACTOR within the time limit specified in an Order for the Production of Printed Materials unless Initial Materials are supposed to be made by the CONTRACTOR following terms and conditions specified in the Order;
  - personally a Colour sample, if the Colour sample is performed by the CONTRACTOR shall accept;
  - shall collect the finished Printed Materials and shall confirm in writing that the Printed Materials have been received, specifying their quantity and conformity with the Order for the Production of Printed Materials or making a list of comments concerning their quantity and conformity;
  - shall pay, to the CONTRACTOR, the price for the Production of Printed materials, agreed in the Order, by the deadline, agreed in the Order, and, in the event of delays in the collection, shall pay the costs of storing the finished Printed materials at the rates applicable at the CONTRACTOR's;
  - shall cooperate with the CONTRACTOR in the manner necessary for the performance of the Contract for the Production of Printed Materials.
3. **[Subcontractors]** The CONTRACTOR shall have the right to entrust the production of all or part of Printed materials or the performance of Additional activities to third parties or to engage third parties in the production of Printed materials or the performance of Additional activities. The CONTRACTOR shall be responsible for acts or omissions of third parties as if they were its own unless it is not at fault in their choice. In the event of the performance of the Order associated with the delivery of the Printed materials by a postal operator, the CONTRACTOR shall not be responsible for services rendered by the postal operator. Complaints regarding processes carried out by a postal operator, the ORDERING PARTY reports directly to the postal operator. The CONTRACTOR shall provide a possible support to the ORDERING PARTY in the course of the complaint process carried out by the postal operator.
5. **PARTY.** In such an event, the deadlines for the performance of the Order shall be appropriately postponed.
6. **[Preparation of the Certified proof (Colour design)]** It is recommended to deliver the Certified proof to each printed page. The Certified proof should be prepared after the last correction of files submitted for printing.
- At the request of the ORDERING PARTY, the CONTRACTOR shall prepare the Colour Design and shall provide it to the ORDERING PARTY for approval. If the ORDERING PARTY provides the Colour Design, it should be made using ICC profiles, depending on the base planned for printing for the work concerned:
- ISOcoated\_v2\_ECI.icc (for simulations of prints on coated glossy and matt paper in accordance with ISO 12647-2) or
  - PSO Uncoated\_ECI.icc (for simulations of prints on non-coated, offset) paper.
7. The following information shall be provided on each Colour Design: file name, page number, preparation date of the Colour Design, and name of the ICC profile applied. Each Colour Design shall also contain a Ugra/FOGRA control strip. If there is no description or no strip, the Colour Design may not be used as a pattern. The Colour Design should be signed by the ORDERING PARTY. In case the CONTRACTOR is provided with an incorrect Colour Design, the CONTRACTOR shall prepare a color design on its own and present it to the ORDERING PARTY for approval, to be expressed in writing. In the cases described above, the deadlines for performing the Order may be postponed by the CONTRACTOR, for which the CONTRACTOR shall not be held responsible.
8. In case of the Colour Design the model values are verified on the basis of the certification of the UGRA/FOGRA Media Wedge 3.0a control strips and they are compliant with ISO 12647-7:2013.
9. The certified proof is used by the printer as a sample of colours for the projection on the printed sheets.
10. Due to imperfections of offset printing, the printed sheet may not reflect the colours provided on the certified proof in 100%. This depends on different factors as the specification of the print of the certified proof, the quality of the used paper, on the type of a colour concerned and the placement of colours on a printing sheet.
11. Printouts of previous works shall not be Colour Designs for next Orders; they may only be used for reference by the printer.
12. Every time, the print of the printed materials is realised according to the guidelines of the standard ISO 12647-2:2013, Lab coordinates of primary colours and dot gain specified in the standard.
13. Printouts refined with varnish or laminated may change their colour as compared to the Colour design, therefore, the printouts after refining may deviate in terms of colour from the Certified proof or Colour sample accepted and signed by the ORDERING PARTY, being model material.

#### §4 INITIAL MATERIALS AND COLOUR SAMPLE

- [Preparation of Initial materials]** The Parties unanimously agree that Initial materials shall be prepared by the ORDERING PARTY in accordance with the Technical specification concerning the preparation of Initial materials for printing included in the Attachment to the GCPO.
- [Delivery of Initial Materials]** Initial Materials shall be sent to the CONTRACTOR using the Means of Communication. Initial materials shall be deemed to have been delivered to the CONTRACTOR if they are complete and in conformity with the Technical Specification concerning the preparation of Initial Materials for printing which is an attachment to the GCPO. In the event of any delay in the delivery of Initial materials, the deadlines for the production of Printed Materials by the CONTRACTOR shall be postponed to the dates specified by the CONTRACTOR and the production price may be modified by the CONTRACTOR as appropriate. In justified cases, the CONTRACTOR will specify the nearest possible deadline for completing Printed Materials and additional costs. The CONTRACTOR shall not be responsible for any defects of Printed Materials caused by the preparation of Initial Materials inconsistent with the art of printing or the Technical specification or any delays in production caused by the delayed or improper delivery of Initial Materials.
- [The right of the ORDERING PARTY to the acceptance of the Colour sample made by the CONTRACTOR]** Upon a written request of the ORDERING PARTY, the CONTRACTOR shall make, on the basis of Initial materials, a Colour sample. The ORDERING PARTY shall have the right to accept the Colour sample on the premises of the CONTRACTOR. The acceptance of the Colour sample shall take place within 2 (two) days from the day on which the CONTRACTOR notifies the ORDERING PARTY of making a Colour sample. The ORDERING PARTY is entitled to communicate its objections as regards the Colour sample. A failure of the ORDERING PARTY to appear or express its position within the time limits set out in the first sentence shall be deemed that the ORDERING PARTY has accepted the Colour sample.
- [The right of the ORDERING PARTY to make objections to the Colour Sample prepared by the CONTRACTOR]** The Colour sample submitted by the CONTRACTOR for acceptance of the ORDERING PARTY should be assessed and accepted under strictly defined conditions – i.e. using a specific panel with illumination D50, CR1 ≥ 95%, 2000 LUX ± 250 LUX – in order to avoid false colour.<sup>1</sup> In the event the ORDERING PARTY has made objections concerning the Colour Sample, the CONTRACTOR shall immediately, no later, however, than within 10 (ten) days from receiving the objections of the ORDERING PARTY, correct the Colour Sample within the scope specified by the ORDERING

#### §5 WARRANTY FOR PHYSICAL DEFECTS

- [Definition of defects]** The CONTRACTOR shall be responsible for physical defects of Printed materials. Physical defects shall mean both qualitative and quantitative defects. However, a quantitative defect shall be a shortage / surplus / defective print run constituting for the print runs of over 200000 / over 50000 -200000 / below 50000 respectively 0.5 / 1.0 / 1.5 percent of Printed materials in relation to the print run of Printed materials specified in the Order for the production of Printed materials, then the price will be reduced or increased accordingly. In the event of a shortage / surplus / defective print run lower than the aforementioned percent values of Printed materials for the individual print runs the complaint will not be considered. If the quantitative defect within the acceptable standards is detected by the CONTRACTOR before shipping, the CONTRACTOR will inform the ORDERING PARTY of this fact and the price will be reduced or increased accordingly. The qualitative defects shall be those irregularities in the print, which concern the entire print run of Printed materials; the defect of the individual copies does not constitute the qualitative defects of the entire print run, only a copy, whose defect is proven by the ORDERING PARTY and submitted to the CONTRACTOR, can be complained. The qualitative defects shall not be those irregularities, which are unavoidable for technological reasons (for example, a lack or sliver of ink or varnish on the backbone of a leaflet, tearing the corners of backbone during saddle stitch). The control method and acceptable deviations are determined in the Quality standards annexed to the GCPO.

The CONTRACTOR shall not be liable for the defects resulting from the acts or omissions attributable to the ORDERING PARTY, such as in particular: improperly prepared Initial materials (including Initial materials prepared not in conformity with the Technical specification annexed to the GCPO), specific technology and concrete specification for Printed materials indicated in the Order by the ORDERING PARTY, Initial materials with errors submitted by the ORDERING PARTY, delay in the delivery of Initial materials and / or information, or approvals necessary to complete the Order.

The delay in relation to the time limit determined by the ORDERING PARTY in the Order cannot constitute the bases to refuse acceptance of Printed materials by the ORDERING PARTY, if the ORDERING PARTY has not included appropriate information

<sup>1</sup> Printed materials should be subject to visual colour assessment under the same lighting conditions as the colour samples.

- in the Order (pursuant to §2 point 2); however, the ORDERING PARTY can recover damages at the amount of 0,1% of the price for the Printed materials covered by the delay for each day of delay, not higher than 10% of the price for the Printed materials covered by the delay.
- The CONTRACTOR shall be responsible for the failure to comply with the time limit if the ORDERING PARTY included expressly and explicitly information in the Order, that the completion of the Printed materials after the time limit determined in the Order does not matter due to their intended use (§2 point 2).
2. **[Acts of diligence of the ORDERING PARTY]** The ORDERING PARTY shall check Printed materials when they are made available by the CONTRACTOR. The ORDERING PARTY shall promptly communicate to the CONTRACTOR the quantitative defects regarding the amount of the packages of Printed materials, not later than at the time of receipt of the subject-matter of the delivery, however, the other quantitative and qualitative defects without delay, not later than within 5 (five) working days from delivery of Printed materials.
- The ORDERING PARTY shall make the notification of a complaint by drawing up and sending to the CONTRACTOR a complaint report specifying the physical defects of Printed materials disclosed (with the specification what part of the Printed materials the defects concern). In the event of the qualitative defects, the ORDERING PARTY shall also send to the CONTRACTOR, within the same time limit, the defective copies of Printed materials. The CONTRACTOR shall not be liable for any consequences of qualitative defects and the conduct of complaint procedures.
3. **[Delivery of Printed materials to third parties]** The Parties agree that, in the event that the ORDERING PARTY indicates the address of the third party to which the CONTRACTOR is supposed to deliver the Printed materials after printing, that third party is authorized to the receipt of Printed materials on behalf of the ORDERING PARTY and shall, on behalf of the ORDERING PARTY, check the Printed materials. Potential physical defects shall be communicated by the ORDERING PARTY.
4. **[CONTRACTOR's obligations]** The CONTRACTOR shall promptly, not later than within 10 (ten) working days from the receipt from the ORDERING PARTY of a complaint report, and, in the event of qualitative defects, also from the moment of receipt of defective copies of Printed materials, assume its position concerning the report.
5. **[CONTRACTOR's Right to Suspend/ Terminate a Complaint Procedure]** If the ORDERING PARTY does not show any activity necessary to complete a complaint procedure, the CONTRACTOR is entitled to terminate the complaint procedure.

#### \$6 PRICE

1. **[Price]** The ORDERING PARTY undertakes to pay to the CONTRACTOR a price for the execution of the subject matter of an Order for the production of Printed materials in the amount and within time limit (limits) specified in an Order for the production of Printed materials. The goods and services tax (VAT) at an applicable rate shall be added to the price.
2. **[Bank account of the CONTRACTOR]** The price shall be paid by the ORDERING PARTY to the bank account of the CONTRACTOR, indicated on an invoice issued by the CONTRACTOR. The invoice shall be issued within 7 days from producing Printed materials.
3. **[Default interest]** In the event that the ORDERING PARTY is in default on the payment of price, the CONTRACTOR shall be entitled to calculate interest for each day of default in the amount provided for in Art. 481 § 2<sup>1</sup> of the Civil Code.
4. **[Payment for the service vs Complaint]** The fact that a complaint has been made shall not affect the due dates of the price and its level.
5. **[Suspending the performance of a next Order (next Orders) for the production of Printed materials]** In the event of default of the ORDERING PARTY on the payment of the whole or a part of price exceeding 10 (ten) days, the CONTRACTOR, irrespective of other claims / entitlements, shall have the right to suspend a next Order (next orders) for the production of Printed materials. In particular, the CONTRACTOR may refuse to dispatch Printed materials which have already been printed on the basis of a next Order (next Orders) for the production of Printed materials.

#### \$7 CONFIDENTIALITY OBLIGATION AND THIRD PARTY RIGHTS

1. **[Confidential information]** The Parties undertake to maintain the confidentiality of the substance of a Contract for the production of Printed materials, as well as the information obtained in connection with or on the occasion of executing a Contract for the production of Printed materials and concerning the Parties or their Contractors, either directly or indirectly, provided that this information constitutes a company secret within the meaning of the provisions of The Unfair Competition Act (Confidential information). Confidential information shall include, in particular, organizational and trade and any other information on the operation of the Parties (including, in particular, agreed prices, types of Printed materials, level of the print run for the ORDERING PARTY).
2. **[Exclusions]** The confidentiality clause shall not be applied to the information generally known, as well as the one which a Party was obligated to disclose on the basis of a decision (ordinance) of any official body (authority), within the limits of absolutely binding regulations in this scope.
3. **[Effectiveness of the confidentiality clause]** The Parties undertake to keep confidential information in secret both

throughout the period of realization of the Order as well as after its termination or expiration. The confidentiality clause shall also be binding for the Parties in the event of withdrawal from an Order for the production of Printed materials by any of the Parties.

4. **[Rights of third parties]** The ORDERING PARTY ensures the CONTRACTOR that the subject matter of a Contract for the production of Printed materials, in particular Initial materials, do not infringe any rights of third parties, including, in particular, the rights to which they are entitled for patents, additional protective rights for inventions, rights in registration for industrial designs or protective rights for utility models or trademarks, copyright and, in addition, that its actions connected with entering into a Contract for the production of Printed materials do not constitute an unfair competition practice and do not violate any other generally binding regulations.
5. In the event that the CONTRACTOR learns that the subject matter of a Contract for the production of Printed materials, including Initial materials constitute (or may constitute) a violation of the rights referred to in the preceding sentence, the CONTRACTOR shall have the right to take any actions which it considers to be appropriate, including the right to suspend the production of Printed materials, retain the Printed materials which have already been printed, resign from all or part of an Order for the production of Printed materials, as well as to take any other actions aiming at legally justified protection of CONTRACTOR's interests. In such event, the CONTRACTOR shall also be entitled to claim indemnity for the damage incurred by the CONTRACTOR in connection with a failure to comply with the guarantee provided to the CONTRACTOR by the ORDERING PARTY, irrespective from a fault of the ORDERING PARTY in this scope. Irrespective of indemnity, the CONTRACTOR, in the above events, may impose upon the ORDERING PARTY a contractual penalty equal to twofold value of planned Orders.

#### \$8 RESPONSIBILITY OF THE PARTIES

1. **[Force majeure]** The Parties shall not be responsible for a failure to perform or inappropriate performance of a Contract for the production of Printed materials if it caused by force majeure, that is, an event which could not have been foreseen and whose effects could not have been prevented. Force majeure shall man, in particular, (not prejudging a general character of force majeure) war, strikes, lockouts and other employee disputes, fire, flood, destruction of the plant and inability to provide workforce, materials and deliveries.
2. **[Upper limits of liability of the Parties]** The upper limit of indemnity obligation of the CONTRACTOR for a documented damage actually incurred by the ORDERING PARTY, is a net price (exclusive of VAT tax) resulting from the order from which the damage resulted.
3. **[Lost benefits]** The Parties shall not be responsible towards each other for lost benefits.

#### \$9 WITHDRAWAL FROM A CONTRACT FOR THE PRODUCTION OF PRINTED MATERIALS

1. **[The entitlement of the ORDERING PARTY to resign from an Order for the production of Printed materials]** With the reservation of other cases stipulated in legal provisions, in which the ORDERING PARTY has the right to withdraw, the ORDERING PARTY shall have the right to resign from an Order for the production of Printed materials in the event that the CONTRACTOR is in default on delivery of Printed materials for at least 90 (ninety) days.
2. **[The entitlement of the CONTRACTOR to resign from an Order for the production of Printed materials]** With the reservations of other provisions of GCO or legal provisions, the CONTRACTOR shall have the right to resign from a Contract for the production of Printed materials in the event that:
  - (a) The Ordering Party is in default on the performance of its obligations resulting from an Order exceeding 3 days (delivery of materials, acceptance of samples, collecting Printed materials etc.)
  - (b) The financial situation of the ORDERING PARTY worsens to such extent that the performance of its obligations resulting from a Contract for the production of Printed materials is threatened, including its serious debts or if court or enforcement proceedings are conducted against it by creditors or instituting against the ORDERING PARTY the proceedings which might result in declaring bankruptcy of the ORDERING PARTY.
3. **[CONTRACTOR's Right Relating to the Cancellation of an Order for Printing Material Production]** If the ORDERING PARTY cancels their Order for Printing Materials entirely or partially, or if the Order requirements change, the CONTRACTOR is entitled to charge the ORDERING PARTY with any related costs, especially costs arising from the purchase of materials and/or services, reorganization due to such factors as machinery downtime, as well as delivery and storage costs.

#### \$10 FINAL PROVISIONS

1. **A Refusal** of the ORDERING PARTY or a third person indicated by the ORDERING PARTY to collect Printed materials, to confirm by

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- the ORDERING PARTY or a third person indicated by the ORDERING PARTY the fact that they have been received has the same effects as dispatching the Printed materials to the ORDERING PARTY and confirming their receipt without objections.
2. **[GCPO at next Orders for the production of Printed materials]** GCPO constitute an integral part not only of the Order for the production of Printed materials during the conclusion of which they were made available to the ORDERING PARTY, but also of next Orders for the production of Printed materials (GCPO made available at the first Order for the production of Printed materials shall be deemed to have been made available at next Order (Orders) for the production of Printed materials). In the event of a change to GCPO, GCPO in the new wording shall constitute an integral part of the next Order for the production of Printed materials if they are made available to the ORDERING PARTY when a next Order for the production of Printed materials is entered into. Where, for the implementation of the Agreement for the production of printed materials, it is necessary to entrust personal data processing administered by the ORDERING PARTY to CONTRACTOR - cooperation of parties will be regulated by additional provisions of the Annex to GCPO - Terms of entrust the Processing of Personal Data.
3. **[Orders related to personal data]** If, for the purpose of completing the Contract for the production of printed materials, it is necessary that the CONTRACTOR be entrusted with the processing of personal data administered by the ORDERING PARTY, the cooperation of the parties shall be regulated additionally by the provisions of the Section II of the GPCO – Terms of Entrust the Processing of Personal Data.
4. **[Informing about cooperation]** The ORDERING PARTY consents to inform in informative and marketing materials of the CONTRACTOR about the cooperation of the parties and to present in such materials the trademark of the ORDERING PARTY as well as the materials made by the CONTRACTOR upon the order of the ORDERING PARTY.
5. **[Change to a Contract for the production of Printed materials]** Each change to a Contract for the production of Printed materials (including GCPO) shall be made in writing, otherwise being null and void.
6. **[Governing law]** The provisions of Polish law, especially the provisions of the Civil Code, shall be applied to a Contract for the production of Printed materials.
7. **[Jurisdiction clause]** The Parties agree that any disputes that might arise in relation to a Contract for the Production of Printed materials shall be resolved by the court having territorial jurisdiction over the registered office of the CONTRACTOR.

## SECTION II

### TERMS OF ENTRUST THE PROCESSING OF PERSONAL DATA

#### §1. INTRODUCTION

1. The provisions of the Section II of the GCPO - Terms of Entrusting the Processing of Personal Data (further: TEPPD) are applicable to the Contracts for the Production of Printed materials, for the performance of which it is necessary to transfer personal data collections to the CONTRACTOR by the ORDERING PARTY.
2. The subject matter of the TEPPD is an agreement between the ORDERING PARTY and the CONTRACTOR concerning the rules of processing and archiving by the CONTRACTOR of personal data provided to the CONTRACTOR by the ORDERING PARTY in connection with entering into and executing a Contract for the Production of Printed materials.

#### §2. LEGAL POSITION OF THE PARTIES IN THE SCOPE OF PERSONAL DATA PROCESSING

1. The ORDERING PARTY, as an entity deciding about the objectives and scope of the processing of the personal data transferred to the CONTRACTOR for the purposes of performing by it the obligations resulting from the Contracts for the Production of Printed Materials, is the administrator of personal data as provided for in Art.4 section 7) Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC ("GDPR").
2. The CONTRACTOR shall be the entity as provided for in Art.28 of GDPR, to whom the ORDERING PARTY, as the administrator of personal data, entrusts the processing of personal data. Thus, the CONTRACTOR may process the personal data entrusted to it by the ORDERING PARTY only within the scope and for the purpose required to perform the CONTRACTOR's obligation resulting from the Contracts for the Production of Printed Materials. This also means that the CONTRACTOR is not authorized to dispose independently (that is, without the consent of the ORDERING PARTY) of the personal details which it have been entrusted by the ORDERING PARTY, including the CONTRACTOR's lack of entitlement to decide independently on the purposes for and means of processing of the personal data under consideration, in particular, it is not authorized to make the collection of personal data available to third parties with the reservation of the case referred to in § 5 section 3 (entrusting personal data to subcontractors).
3. The TEPPD shall constitute a personal data processing contract within the meaning of Art. 28 section 3 of the Personal Data Protection Act.

#### §4. RIGHTS AND DUTIES OF THE PARTIES

1. The only holder of rights to the collections of personal data, irrespective of form, destination or value of those collections, shall be the ORDERING PARTY.
2. The ORDERING PARTY shall transfer to the CONTRACTOR the collection of personal data consistent with the Standard for Data Base determined in the Attachment to the GCPO not later than within 12 (twelve) hours from the moment in which the ORDERING PARTY accepts an Order for the Production of Printed Materials or within another, clearly agreed time limit. The collection of personal data shall be transferred on two CDs, out of which one shall be in a closed envelope (in addition, the areas where the envelope has been stuck shall be stamped with the stamp of the ORDERING PARTY) or, in an encoded form, by electronic mail. Unless the Parties agree otherwise, the collection of personal data shall have an open character, which means that it can be extended by the ORDERING PARTY by additional, new personal details. In such event, a collection of personal data extended by new personal data or only new personal data shall be transferred to the CONTRACTOR by the ORDERING PARTY within the time limit allowing the CONTRACTOR to perform on time its obligations resulting from an Order for the Production of Printed Materials. The transfer of a collection of personal data shall be documented by a Data base transfer protocol.
3. The ORDERING PARTY, entrusting the data bases, shall provide information on the type of encoding, used during the preparation of the data. This type of encoding shall be used by CONTRACTOR during the reading and interpretation of the data. In case there is no information about the encoding used, the CONTRACTOR shall choose and provide information about the used encoding to the ORDERING PARTY; however, the CONTRACTOR shall not be held responsible for an incorrect choice and errors related to decoding.
4. ORDERING PARTY providing data bases, shall also provide information on the type of encoding used during the preparation of data. This type of encoding shall be used by CONTRACTOR during the reading and interpretation of data. In case there is no information about the encoding used, CONTRACTOR shall choose and provide information about the used encoding; however, CONTRACTOR shall not be held responsible for an incorrect choice.
5. In the event that a natural person whose personal data have been included in the collection of personal data requests the CONTRACTOR to, for example, supplement, update, correct or delete the data, the fulfillment of such request, together with the

assessment whether such request is justified, is a duty of the ORDERING PARTY. The CONTRACTOR shall promptly transfer to the ORDERING PARTY a request of a natural person whose personal data have been included in the collection of personal data and if possible, shall provide assistance to the ORDERING PARTY through appropriate technical and organizational measures to meet the obligation of responding to requests of the data subject in the exercise of its rights set out in Chapter III of the GDPR.

6. In the event of inspection of execution of obligations resulting from GDPR and WPPDO, the ORDERING PARTY, upon each request of the CONTRACTOR, shall promptly provide any explanations necessary to conduct such inspection and to show that personal data processing is performed following legal regulations. In particular, the ORDERING PARTY shall cooperate with the CONTRACTOR in the scope necessary to prepare verbal or written explanations to establish the factual state and shall made available, upon the request of the CONTRACTOR, all documents or data which directly connected with the subject of the inspection.
7. The CONTRACTOR, taking into account the nature of the processing and the information available to it, shall assist the ORDERING PARTY to fulfil the obligations set out in art. 32-36 of GDPR.
8. The CONTRACTOR declares that it provides sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing of personal data entrusted by the ORDERING PARTY based on this contract could meet the requirements of the GDPR and protect the rights of persons the above data relate to, including compliance with art. 32 of GDPR.
9. The CONTRACTOR declares that entrusted personal data shall be processed only by persons authorized to process personal data that have been committed to confidentiality and have been acquainted with the principles of their protection.

#### §5. COLLECTION OF PERSONAL DATA

1. The ORDERING PARTY shall guarantee the CONTRACTOR that the collection of personal data does not infringe any third party rights, in particular copyright, and, besides, that its actions undertaken in connection with collecting personal data, creating a personal data collection, processing personal data as well as the transfer of a personal data collection to the CONTRACTOR do not constitute unfair competition practices or a civil tort or a tort under any provisions of law. In particular, the ORDERING PARTY guarantees that the personal data included in the collection of personal data have been collected in the manner consistent with legal provisions, among the personal data there are no so-called sensitive data referred to in Art.27 of the Personal Data Protection Act (for example, data disclosing racial or ethnic origin) and that the collection of personal data does not contain personal data of natural persons to whom, due to their age, the Printed materials printed by the CONTRACTOR under an Order for the Production of Printed Materials may not be addressed. In addition, the ORDERING PARTY guarantees that the use by the CONTRACTOR of the personal data in the scope and for the purposes of performing the obligations resulting from the Contract for the Production of Printed Materials is consistent with the purpose for which the data were made available by natural persons.
2. In the event that the CONTRACTOR obtains the information (irrespective of the source of such information), that the above guarantees provided by the ORDERING PARTY are not consistent with the factual state, the CONTRACTOR shall have the right to take all actions which, in his opinion, are appropriate, not excluding the right to suspend the production of Printed materials, hold the Printed materials which have already been printed, resign from a Contract for the Production of Printed Materials entirely or partly, as well as to take any other actions aiming at legally justified protection of CONTRACTOR's interest. In such event, the CONTRACTOR shall also be entitled to claim indemnity for the damage incurred by the CONTRACTOR in connection with a failure of the ORDERING PARTY to keep the guarantees provided to the CONTRACTOR irrespective of the fault of the ORDERING PARTY in this scope. The ORDERING PARTY also undertakes that any of the natural persons whose personal data is included in the collection of personal data will not lay any claims against the CONTRACTOR in connection with processing of that person's data or for the infringement of his rights.
3. Unless otherwise agreed by the Parties, the CONTRACTOR is entitled to process personal data in the scope required to perform the obligations resulting from a Contract for the Production of Printed Materials with the assistance of third parties (subcontractors) or to entrust the processing of personal data in this scope to subcontractors. However, the contractor is responsible for the subcontractors' actions as if they were its own unless the CONTRACTOR is not at fault in their choice.

#### §6. COOPERATION OF THE PARTIES

1. The Parties agree that, during the cooperation, they will tightly cooperate with each other, informing each other about any circumstances that have or might have an impact on cooperation.
2. To ensure uninterrupted contact, the Parties designate the representatives to supervise the cooperation.

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3. The Parties undertake the obligation to exchange information on the representatives of both parties at the time of ordering.

**§7. FINAL PROVISIONS**

In the event of any dispute related to the processing of personal data, it will be examined by a competent court for the settlement of disputes following the provisions of the Section I of the GCPO.