

## TERMS OF SALE FOR COMPANIES

### I GENERAL INFORMATION

1. Seller's details:

Polskie Karty Sp. z o.o., al. 29 Listopada 94, 31-406 Kraków, National Court Register Number: 0000113750, Tax Identification Number: PL2220684266, National Business Registry Number: 276435920, District Court for Kraków – Śródmieście in Kraków XI Economic Department of the National Court Register, Share capital: 225 000 PLN.

2. All agreements are governed and shall be construed in accordance with Polish law.

### II PLACING AND PROCESSING THE ORDERS

1. The Seller does not sell to natural persons who are consumers within the meaning of the Civil Code and the Act of 30 May 2014 about consumer rights.

2. Presentation of goods on the website does not constitute an offer within the meaning of art. 66 § 1 of the Civil Code.

3. Placing an order is tantamount to reading and accepting these terms of sale.

4. The order may be submitted via e-mail, fax or by letter.

5. The order is fulfilled on the basis of a properly prepared project for which the Customer is responsible. All additional options should be precisely described and visualized in a preview file. Visualizations of additional options can not be included in the printing file.

6. All telephone arrangements must be confirmed by e-mail, fax or post.

7. After accepting the order for execution, any changes may be made only after prior agreement with the Sales Department.

8. The acceptance of the order by the Sales Department is tantamount to the conclusion of the contract between the parties for the implementation of the agreement.

9. If the customer has a color pattern to match colors, he should notify the Sales Department before placing an order. The option of color reproduction is additionally payable, about which the Sales Department informs the Customer via e-mail, fax or letter. Adjustment of the print color to the reference card takes place as far as possible in technological terms and does not guarantee the convergence of the implementation with the sent pattern.

A correctly made digital printout on paper is only a simulation of the color scheme in the design and differences in the color rendering on the finished product are acceptable.

### III PAYMENT

1. Invoice for total gross amount up to EUR 1000 must be paid 100% in advance.

2. After two fully paid invoices, the third invoice will be issued with 14-days term of payment (applies to the



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## TERMS OF SALE FOR COMPANIES

orders for minimal gross amount of EUR 1000 and maximum amount EUR 6250).

3. There is a possibility to apply for insure the payment. In case of positive verification of the application the Purchaser receives an invoice with the date of due of 14-30 days. The cost of the application is EUR 50 and it shall be paid by Purchaser).

### IV ORDER EXECUTION AND TRANSPORT

1. Lead time depends on the ordered quantity and additional options and does not include delivery. Any deadline is estimated individually and the delivery time depends on the freight carrier.

2. During the production of the order any changes may be made only after consultation with the Seller and they may require additional charges. The Seller reserves the right to refuse making changes.

2. The order is finished when it is pick up by freight carrier in order to delivery to the address of Purchaser or when it's ready for personal collection.

3. Delivery may be done with the help of several freight carriers.

4. Seller does not take a responsibility for the damages or lost of the goods during shipping. There is a possibility to insure the goods, however it requires an additional charge.

5. Before receiving purchaser shall to check the packaging is not damaged in transport. Purchaser shall pay attention to the condition of tapes or seals on the package. If the package shipment is damaged or the seals (tapes) are broken should not accept the shipment and in the presence of the courier make a damage report and immediately contact the Seller.

### V ADDAPTING FILES FOR PRINTING

1. Only complete orders that comly with a specification of artwork (available on the website: <https://plasticcards.zone/>) are accepted.

2. Sending a final artwork means that Purchaser has read a technical specification and accepted its all conditions.

3. In case of personalisation there is required a correct database in spreadsheet containing the number of records in accordance with the amount of ordered cards.

4. For ethical reasons Seller do not want to support the advertising, production and distribution of products which graphics contain articles of animal origin (meat, leather), alcohol, cigarettes and e-cigarettes. In addition Seller will not proceed the order for products which graphics include the logo of following industries: liquor industry, tobacco industry, meat industry, gambling, pornography.

5. If Purchaser accepts the artwork made by Seller, Seller is not responsible for any mistakes in the approved project.

6. A properly made proof is only a simulation of complex colors in a design, all deviation in the reflection of colors on the finished product are acceptable.



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### VI PRICES, INVOICES AND PROMOTIONS

1. All prices available on website [www.plasticcards.zone](http://www.plasticcards.zone) are net prices in EUR (.
2. Purchaser shall buy goods in one of following currency: PLN, EUR, USD.
3. There is an invoice issued for each order.
3. If the conditions of the promotion are not specified, all promotions are valid while supplies last and can be revoked at any time.

### VII WARRANTY FOR DEFECTS

1. The Seller grants a 12-month warranty for all purchased goods.
2. The warranty period runs from the date of processing the order. The warranty excludes all claims going beyond the request for repair or replacement of defective cards, the choice of the method of removal of defects is the responsibility of the Seller. In order to exercise the rights resulting from the warranty, the Customer is obliged to provide defective cards. The removal of defects under the guarantee does not affect the warranty period.
3. Warranty for physical defects of items (Article 556 § 1 et seq. Of the Civil Code) is excluded.
4. In the case of defects in the goods, please contact us by phone or email with the Seller.
5. Before receiving the parcel, check that the packaging has not been damaged in transport. In particular, pay attention to the condition of tapes or seals affixed to the shipment. If the package is damaged or the seals (tapes) are broken, do not accept the parcel and report the damage in the presence of the courier and contact the Seller immediately.
6. Please be advised that the Seller does not accept any COD shipments.

### VIII THE USAGE OF THE FINAL PRODUCT

1. The Seller has the opportunity to use the image of the final product for marketing purposes by presenting a product picture on a website or presentation to clients in direct marketing.
2. The Customer has the right to refuse the usage of the product's image. For this purpose, the Purchaser shall submit a relevant statement by sending an e-mail to: [info@plasticcards.zone](mailto:info@plasticcards.zone) when placing an order or at any other time.

### IX INSURANCE OF SHIPMENTS

#### A. Foreign deliveries, if the carrier is chosen by the Client.

1. If the shipping is chosen by the Customer, he/she is a person authorized in international carriage within the meaning of the CMR Convention to claim compensation from the carrier in case of total or partial loss of goods or damage, which will take place between receipt of goods and delivery, as well as for delay in delivery .



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## TERMS OF SALE FOR COMPANIES

2. If the carrier is chosen by the Client, he/she is the sender within the meaning of the CMR Convention.
3. If the Customer chooses the carrier, Polish Cards charge a logistic fee of: 2 €/box or 8€/pallet.

### **B. Foreign deliveries, if the carrier is chosen by the Seller.**

1. The price of the shipment calculated in the offer by the Seller includes cargo shipment insurance (the parcel has the declared value of the shipment in the net amount in accordance with the value indicated on the invoice).
2. In the case of damage of the parcel, the recipient is obliged to draw up a damage report with the participation of the courier.
3. The time of delivery to the recipient is usually 2-5 days. The Seller is not responsible for exceeding the abovementioned deadline.
4. At the express request of the Customer, the parcel may be sent without cargo insurance and in this case the paragraph applies. to point 5 and 6.
5. The right to dispose of the goods belongs to the recipient from the moment of issuing the consignment note, provided that the sender made mention of it in the consignment note (in this case, the consignment note must be indicated that the recipient is entitled to the dispatch regulation).
6. The recipient agrees that the right to the regulation of the commodity belonged to him from the time such a mention was made by the sender in the consignment

### **C. Domestic shipments**

1. The price of the shipment calculated in the offer by the Seller includes cargo shipment insurance (we declare on the waybill the value of the shipment in the net amount in accordance with the value indicated on the invoice).
2. In the case of damage of the parcel, the recipient is obliged to draw up a damage report with the participation of the courier.
3. If the consignee accepts the shipment without reservations and expires against the carrier, the seller is not responsible for the damage caused during the transport.
4. The time of delivery of the parcel to the recipient is usually 1-2 days. The seller is not responsible for exceeding the abovementioned deadline.
5. In case the Customer resigns from cargo insurance, the parties agree that the sale of the item (parcel) was carried out when the parcel was entrusted to the carrier involved in the carriage of goods of that kind in order to deliver the goods to the place of destination (Article 544 CC) ). In this case, once the goods are delivered to the recipient, the right to claim compensation from the carrier is passed.

## **X PROCESSING OF PERSONAL DATA**

If the Customer provides personal data in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 (general regulation on data protection of GDPR), the Seller informs that:

1. The administrator of the Customer's personal data is Polskie Karty Sp. z o.o., al. 29 Listopada 94, 31-406 Kraków, TIN: PL2220684266, REGON: 276435920, KRS: 0000113750.



## TERMS OF SALE FOR COMPANIES

2. The Customer's personal data will be processed for the following purposes:

a) if the customer places an order, his personal data will be processed in order to carry out the order based on art. 6 par. 1 lit. b GDPR,

b) if the Customer agrees, his personal data will be processed for marketing purposes.

3. The recipient of the Customer's personal data may be courier, freight forwarder, transport and postal companies, which will receive them for the purpose of delivery and shipment of the order.

4. The Client's personal data will not be transferred to a third country or international organizations.

5. The Customer's personal data will be kept for an indefinite period of time, unless they withdraw their consent to their processing. Data on orders will be kept for the time required by tax law and for securing claims related to the implementation of the contract.

6. The Customer has the right to access the data and the right to demand rectification, deletion, processing restrictions, the right to object to the processing and the right to data transfer.

7. If the basis for the processing of personal data of the Customer is consent, he has the right to withdraw this consent at any time, which has no impact on the legality of the processing that was carried out before the withdrawal of consent.

8. The Client has the right to lodge a complaint to the supervisory body if he / she considers that the processing of his personal data violates the law.

9. Providing by the Customer his personal data is voluntary, but in the case of personal data necessary to perform the contract, their provision is a condition for the conclusion of the contract.

10. Customer data will not be used for automated decision making, including based on profiling.

### EXTRA SERVICES PRICE LIST

- |  |                     |
|--|---------------------|
| • Adapting Purchaser's artwork for printing  | EUR 25/artwork      |
| • Graphic service  | EUR 100/artwork     |
| • Making changes in the artwork during production process                          | from EUR 50/artwork |
| • Paper digital proof  | EUR 10/artwork      |
| • Sample card  | from EUR 150        |
| • Fee for a set up of a personalisation machine (concerns partial personalisation) | EUR 15/database     |

Net prices