



Szczecin, 22 October 2020.

GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. These General Terms and Conditions [hereinafter: "**GTCs**"] are general terms and conditions of contracts within the meaning of Article 384 § 1 of the Civil Code and constitute an integral part of all contracts for the provision of services concluded with customers by Marcin Borowski, an entrepreneur running business activity under the name "Marcin Borowski MB print" with registered office in Szczecin, 5/29 Lewandowskiego Street, 70-237 Szczecin, NIP: 8513144062, REGON: 368295020 [hereinafter: "**MB PRINT**"].
2. The provisions of the GTC may be amended or excluded from application only with respect to a specific agreement and only by the mutual written statements of the parties.
3. In the event of any contradictions between the provisions of these GTC and an order, contract or any other document confirming the legal relationship between the parties, the provisions of these GTC shall prevail.
4. The provisions of the GTCs shall apply from the time they are delivered to the customer in any form, so that the customer may store and reproduce the GTCs in the ordinary course of business.

II. PLACING AN ORDER AND CONCLUDING A CONTRACT

1. A Client interested in concluding a contract turns to MB PRINT via electronic mail (e-mail: info@mbprint.pl), via telephone, via a private message to MB PRINT's profile on the "Facebook" social network or via a private message to MB PRINT's profile on an Internet forum with a request for proposal [hereinafter: "**Request**"], which should include, in particular
 - a) submission of a computer file or a link to a website where the computer file is located, the contents of which are to be printed [hereinafter: "**Production File**"];
 - b) indicating the detailed specification of the subject matter of the contract;
 - c) an indication of the contract execution date.
2. The Inquiry constitutes the basis for MB PRINT to prepare the Order **Valuation** [hereinafter: "**Valuation**"].



3. Concluding a contract is preceded by placing an order by the customer, based on the Quotation [hereinafter: "**Order**"]. The Order can be placed via e-mail.
4. By placing an Order, the customer declares that neither the transfer of any materials by the customer for the purpose of the performance of the agreement by MB PRINT, nor the performance of the agreement by MB PRINT itself does not violate any rights of third parties, in particular copyrights and related rights of third parties. Thus, the Client agrees to indemnify MB PRINT in the event that third parties assert any claims against MB PRINT on this account.
5. Within 7 days of placing the Order, MB PRINT will verify the Order for compliance with the Request and Quote and, in the case of compliance, will confirm the Order to the Client, which is equivalent to the conclusion of the contract.

III. CONTRACT

1. The subject matter of the Order shall be made with materials of MB PRINT. MB PRINT has the right to select the materials and solutions not specified in the Order.
2. The deadline for completion of the subject of the Order shall be specified in the Order. The time limit referred to in the preceding sentence shall commence at the moment of payment of the remuneration referred to in item IV item 2 below, or if the time limit is specified as a specific date, the time limit shall be extended accordingly.
3. Orders are shipped to the customer by mail or by a company providing similar services.
4. Due to the technological limitations of the production machines, the following deviations are allowed:
 - a) For double-sided printing, a fore/aft fit of up to 3 mm;
 - b) when cutting a sheet of up to 2 mm;
 - c) for folding and creasing up to 1 mm;
 - d) with color matching up to 0.2 mm;
 - e) Color deltaE deviation <10 for ISO Coated v2 printing standard;
 - f) For cardboard die-cut parts, a front-to-back fit of up to 5 mm and a die-cutting accuracy of up to 3 mm relative to one side.
5. MB PRINT is responsible for services rendered when Production Files are prepared in accordance with the guidelines previously sent to the Client.



IV. REMUNERATION

1. Due to performance of services under the Order, MB PRINT is entitled to remuneration in the amount specified by the Parties in the Order [hereinafter: "**Remuneration**"].
2. The remuneration shall be payable in advance within 7 days of the conclusion of the agreement referred to in Section II, paragraph 5 above in a non-cash form:
 - 2.1. to the bank account of MB PRINT with the number: **38 1140 2004 0000**
3902 7709 3415 or
 - 2.2. via the TPay payment gateway.
3. The day of payment of the Remuneration shall be the day of crediting MB PRINT's bank account.
4. If the Client fails to pay the Remuneration within the time limit referred to in Sec. 2 above, MB PRINT may withdraw from the concluded agreement for the sole fault of the Client.
5. MB PRINT is an active VAT taxpayer. In case of any doubts, the quote of MB PRINT represents net amount increased by VAT at the applicable rate.

V. COMPLAINTS

1. The Customer may lodge a complaint about both the quantity and quality of the subject of the Order.
2. Complaints shall be submitted, otherwise invalid, in the form of an e-mail to info@mbprint.pl within 7 days of receipt of the subject of the Order.
3. After reviewing the claim, MB PRINT will contact the Client to arrange and perform verification of the subject matter of the Order. After verification of the Order, MB PRINT accepts the claim and sets a deadline for correct performance of the subject matter of the Order or rejects the claim as unfounded.
4. Submitting a complaint does not affect the obligation to pay the Remuneration.

VI. CONFIDENTIALITY

1. MB PRINT and the Client are obliged to keep confidential any and all information concerning the other Party, in particular neither Party may, without the consent of the other Party, transfer or otherwise disclose to third parties any confidential information concerning the other Party and obtained during the performance of the Order.



2. Confidential information primarily includes personal information, financial, technical, technological, commercial, organizational, and other information, the disclosure of which may have a material effect on the operation of a party.
3. The parties shall take all necessary steps to ensure that the personnel of each party maintain the confidentiality of the information.
4. The parties are entitled to disclose to third parties information about the very fact of the agreement for marketing purposes.
5. The provisions of this Section shall apply to the parties during the term of the collaboration and for a period of 3 years from the date of termination.

VII. FINAL PROVISIONS

1. The customer does not have the right to withdraw from the contract concluded off-premises or at a distance with respect to contracts in which the subject of the provision is a non-refabricated item, produced according to the customer's specifications or serving to meet his individualized needs, pursuant to Article 38(3) of the Act of 30 May 2014 on consumer rights (i.e. Journal of Laws of 2017, item 683 as amended).
2. In matters not regulated in the GTC, universally applicable provisions of Polish law shall apply.
3. Any disputes arising between the parties in connection with the conclusion or performance of the agreement shall be submitted by the parties for settlement by a common court of competent subject matter jurisdiction in Szczecin.
4. The parties may not, without the written consent of the other party, transfer any rights and obligations under the contract to third parties.
5. Any changes and additions to the Order shall be valid only after they have been confirmed in documentary form, under pain of nullity, by both parties.
6. The GTC are effective indefinitely for all Orders placed by MB PRINT customers as of October 22, 2020.



Notice Regarding Personal Data

This notice serves to inform you of your personal data processed as part of the contract you have entered into with us and in preparation for entering into that contract, and of your rights in connection therewith.

1. Who is responsible for processing my personal information?

The administrator of your personal information is:

Marcin Borowski conducting business activity under the name "MB print Marcin Borowski" with registered office in Szczecin, 5/29 Lewandowskiego Street, 70-237 Szczecin, NIP: 8513144062

2. Who can I contact about my information?

With Marcin Borowski, by any customary means of communication, including e-mail at info@mbprint.pl.

3. Where does this data come from?

We process personal data that we receive from you or collect in the performance of a contract between us.

4. What data is processed?

In particular, we process your personal information (e.g. name, address, contact details), payment details (our billing, your bank account number), and any other data you provide to us for the purpose of performing our contract.

5. What are the purposes and legal bases for processing my data?

Your personal data is processed in accordance with RODO*, and Polish data protection law:

1) in order to perform the contract (pursuant to Article 6(1)(b) of the RODO):

The processing of personal data is carried out for the purpose of fulfilling our contractual obligations under our agreement;

2) in order to comply with a legal obligation (pursuant to Article 6(1)(c) of the RODO):

The processing of personal data may be necessary to comply with legal obligations (e.g. information required by tax and accounting law).

6. Who receives my data?

In situations where the processing of your data is necessary for the performance of a contract, your data will be accessed by professional shippers and their contractual agents who will receive your data to the extent that it is necessary for the performance of their services, as well as our employees, duly instructed and bound to confidentiality, and IT service providers. All these entities are



contractually obliged to treat your data confidentially and only for the purpose of performing their services.

In case of legal obligations, public authorities and institutions may receive your personal data to the extent required by law.

7. How long do you keep my data?

To the extent necessary, your data will be stored for the entire duration of the contract and thereafter for the periods required by law, in particular under civil law and tax law.

Your personal data, to the extent necessary, will be processed for up to 10 years after the termination of our cooperation.

8. What are my privileges?

The data subject, to the extent of the RODO, is entitled to:

- 1) The right to withdraw consent at any time with effect for the future;
- 2) The right to access your data and receive a copy of it;
- 3) The right to rectify (amend) your personal data;
- 4) The right to restrict the processing of personal data;
- 5) The right to erasure of personal data;
- 6) The right to object to the processing;
- 7) The right to lodge a complaint to the President of the Office for Personal Data Protection (to the address of the Office for Personal Data Protection, 2 Stawki Street, 00 - 193 Warsaw).

9. Do I have to provide my personal information?

In the context of a contractual relationship, you are obliged to provide us with the personal data necessary for the conclusion of the contract and its proper execution, as well as the data we need to collect in order to fulfil our legal obligations. If you do not provide us with this data, we will refuse to conclude a contract, and if a contract has already been concluded, failure to provide this data may result in its termination.

*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)