

PRIVATE LABEL - GENERAL TERMS OF COOPERATION

1. The Supplier undertakes to manufacture and deliver to the Recipient products included in the Supplier's current offer, hereinafter referred to as "products."
2. The Supplier is obliged to manufacture the products in accordance with its own technology and obtain all permits, certificates, and attestations required by law that are necessary for their manufacture and introduction to trade.
3. The products will be delivered to the Recipient under its private label in packaging produced and supplied by the Supplier. Prior to the deliveries, the parties shall agree in writing on the packaging designs referred to above.
4. The Recipient undertakes to accept the manufactured products and pay the agreed price.
5. During the term of the agreement, the Recipient undertakes to accept deliveries of products in the quantities and assortment specified in a separate order, the "Purchase order confirmation."
6. The Supplier undertakes, within the quantities specified in separate orders, to deliver the products in the specific quantities and deadlines set forth in separate orders placed by the Recipient in writing or via email to industrial@politan.pl, which shall be considered equivalent to written form.
7. In each order confirmation, the Supplier shall specify the availability date of the goods.
8. In the case of a fixed-term agreement with contracted product quantities, if the Recipient fails to collect the declared quantities of products during the term of the agreement, the Recipient undertakes, immediately after the agreement's expiration, to pay the Supplier a disposal fee for uncollected packaging. The fee will correspond to the value of the packaging held by the Supplier in quantities not exceeding the MOQ specified in a separate contract and at the contractual prices for such packaging, based on a separate invoice issued by the Supplier with a payment deadline of 14 days from the date of its issuance.
 - 8.1. In the case of an agreement concluded for an indefinite period or for a fixed period without contracted quantities, the Recipient undertakes to purchase products or their packaging in quantities not less than the packaging MOQ.
 - 8.1.1. Subsequent print runs of packaging in MOQ quantities will occur after the exhaustion of the initial stock, based on an order placed by the Recipient.



8.1.2. In the event of discontinuation of purchases of a specific item (i.e., a declaration by the Recipient or a lack of orders for a consecutive period of 6 months), the Recipient undertakes to pay the Supplier a disposal fee for the packaging equal to the value of individual and bulk packaging held by the Supplier, in quantities not exceeding the MOQ, calculated at the contractual price for the given packaging.

9. At the Recipient's request, submitted before the disposal date, the Supplier shall deliver the unused packaging to the Recipient at the contractual prices. The Recipient undertakes to pay the related amount in the form of prepayment. In such a case, the disposal fee will not be charged. The costs of delivery of the aforementioned packaging shall be borne by the Recipient.

9.1. A written declaration by the Recipient, submitted to the Supplier, regarding the discontinuation of the production of individual or bulk packaging for a given product during the term of the contract shall release the Recipient from the obligation to pay for the disposal of packaging produced after the date of the aforementioned written declaration.

10. Deliveries of the Products shall be made in accordance with the rules of Incoterms 2000. The Supplier is obliged to notify the Recipient of the availability of the Products at least one day in advance.

11. Each batch of Products shall be accompanied by labels specifying, in particular, the type and name of the Products as well as the production date. Furthermore, at the Recipient's request, the Supplier is obliged to provide the Recipient with all permits, attestations, and certificates necessary for the manufacturing of the Products by the Supplier along with each batch.

12. At the time of unloading the goods, the Recipient is obliged to check the quantity of bulk cartons and inspect for any defects in the products caused during transportation. In the absence of objections, it shall be assumed that the products have been delivered in the quantity and quality consistent with the order. Claims for defects must be submitted to the Supplier no later than 30 days from the delivery date under the following conditions:

a. For quantity claims, the original packaging in which a difference in weight or quantity of goods was detected must be presented.

b. For quality claims, the Recipient is obliged to send samples of the defective product to the Supplier immediately after detecting the quality defect, along with a complaint protocol. The Supplier is obliged to provide a written opinion on the cause of the defect within 14 business days from the date of receipt of the sample. If it is determined that the defect resulted from the Supplier's fault, the Supplier is obliged to accept the claim.



13. Quantity claims submitted after the 30-day period from the delivery date will not be considered. Quality claims will be accepted at any time the defect is detected, but no later than within the warranty period specified by the provisions of the Civil Code.

14. The Supplier's liability under warranty for physical defects does not include defects caused by events beyond its control, including improper storage or transportation of the Supplier's goods by the Recipient.

15. In the case of physical defects in the products, the Recipient has the right to request the delivery of defect-free products to replace the defective ones within 14 days from the date the Supplier acknowledges the claim.

16. The parties exclude other rights arising from the warranty for physical defects, including the right to claim compensation for damages as provided by law.

17. The Recipient purchases goods at the prices applied by the Supplier on the date of placing the order, as specified in the Supplier's price list attached to the agreement. The Supplier is entitled to unilaterally change the prices by submitting a statement to the Recipient regarding the price change, with at least 14 days' notice. The Supplier's statement may also be submitted electronically. If the Recipient does not accept the new prices, it is obliged to submit a statement terminating the agreement within seven days of receiving the Supplier's statement. In such a case, the agreement will terminate on the date the new prices take effect.

18. If the Recipient delays payment for a batch of Products it has received, the Supplier is entitled to withhold delivery of the next batch until the Recipient fulfills its payment obligation.

19. The Supplier is obliged to immediately inform the Recipient of any circumstances that may affect its ability to meet the delivery deadlines specified in this Agreement.

20. Delivery addresses:

(a) for the Supplier: industrial@politian.pl;

(b) for the Recipient: as confirmed in the order confirmation

20.1. In the event of a change in the delivery address, the Party affected by this change is obliged to promptly notify the other Party in writing or by e-mail.

21. The parties to this agreement undertake to keep confidential the content of the general terms and conditions of cooperation and the annexes attached thereto as well as any additional agreements concluded by the parties.



22. Confidential commercial information provided by the Supplier to the Recipient shall be used solely for the purpose of fulfilling the obligations under this agreement and may not be shared with third parties.

23. The Parties undertake to inform each other about any changes regarding the legal or factual status of their companies that may be of relevance to this agreement, in particular changes to the composition of partnerships, address changes of such partners, and individuals conducting business independently. The Recipient is additionally obliged to send the Supplier copies or certificates from the National Court Register, Business Activity Register, or the CEIDG register immediately after such registration or entry has been made, as well as after making changes in these registers..

24. In the event of a material breach by the Recipient of any of the obligations arising from these general terms and conditions and other agreements between the parties, the Supplier has the right to terminate the contract with immediate effect.

25. The Supplier has the right to temporarily, partially, or completely suspend shipments of goods to the Recipient, as well as terminate the agreement with immediate effect in the event of payment delays.

26. The Parties shall not use or allow any dependent individual or legal entity to use any trademarks, trade names, or service designations belonging to the contracting Party without prior explicit written consent from each Party. Before applying any trademark, trade name, or service designation, the Parties shall exchange the design of such trademarks, company packaging, brochure markings, or any other promotional materials on which such marks will appear, and shall only use printed materials approved as described above. An exception to this rule is the use of the Recipient's logo in any materials promoting the Supplier as a manufacturer of products made to individual customer orders.

27. Disputes that may arise in connection with the execution of signed contracts shall be resolved by the court competent for the Supplier's registered office.

28. In matters not regulated by these standards, the provisions of the Civil Code shall apply.



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PERSONAL DATA PROTECTION

1. The Recipient declares that:

a. with respect to natural persons whose personal data is indicated in the order or complaint form, the Recipient is the data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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, GDPR), and processes personal data in accordance with applicable legal provisions;

b. with respect to the entities referred to in point a), the Recipient fulfills the information obligation arising from Articles 13 and 14 of the GDPR, in particular informing that personal data may be entrusted to the Supplier for the purpose of order execution or handling complaints.

2. Processing of data within the meaning of the GDPR refers to any operations performed on personal data, such as collection, recording, storage, processing, modification, sharing, and deletion, including operations carried out in IT systems.

3. Under Article 28 of the GDPR, the Recipient entrusts the Supplier with the processing of personal data of natural persons referred to in Section 1(a) above for the purpose of executing orders or handling complaints in accordance with the provisions of this agreement.

4. The scope of personal data entrusted for processing includes the following categories of personal data disclosed in the order or complaint form: name, surname, email address, residential address, telephone number, tax identification number (NIP), and the registered office of the business activity.

5. The Supplier may entrust the processing of the personal data provided by the Recipient to other entities, if necessary for the fulfillment of obligations under this agreement. This particularly applies to entities providing warehousing, transportation, accounting, IT, and legal services.

6. The Supplier ensures the implementation of appropriate technical and organizational measures to safeguard personal data against unauthorized access, accidental loss, destruction, or damage in accordance with Article 32 of the GDPR.

7. The Supplier shall inform the Recipient of any incidents of personal data protection breaches within no more than 48 hours from the occurrence of the incident and shall report on the measures taken to mitigate the effects of the breach.



8. The Supplier shall provide the Recipient with information on all complaints, requests, and other demands made by natural persons to the Recipient via the Supplier regarding the processing of their personal data.

9. The Supplier shall be liable to the Recipient for the processing of personal data contrary to this agreement and the applicable legal provisions in this respect.

10. The Parties declare that as of the date of this agreement, they have fully implemented the provisions of the GDPR and that during the term of this agreement, they will ensure full compliance with the GDPR and national regulations regarding the protection of personal data.

Rybnik, 01.12.2021



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