

General Terms of Sale
in force at the company "MerchUp Paczek Rostkowski
sp.k."

§1 GENERAL PROVISIONS

These general terms and conditions of sale apply to all contracts for the sale of goods and services concluded by the Company "MerchUp" as the Seller.

1. As used in the remainder of these general terms and conditions of sale, the following terms shall mean:

a. Seller - MerchUp Paczek Rostkowski spółka komandytowa with its registered office in Warsaw at ul. Czerniakowska 73/79, premises 1, 00-718 Warsaw, NIP: 5213826637, REGON: 38009975100000, KRS: 0000977142

b. Buyer - an entrepreneur within the meaning of Article 4 of the Act of 6 March 2018. - Entrepreneurs' Law (i.e. Journal of Laws of 2021, item 162, as amended), i.e. a natural person, a legal person or an organisational unit which is not a legal person, to which a separate act grants legal capacity, performing business activity, who has concluded or intends to conclude a sales agreement with the Seller.

c. Consumer - an entrepreneur who is considered a consumer in accordance with Article 221 of the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2020, item 1740, as amended), i.e. a natural person making a legal transaction with an entrepreneur which is not directly related to his/her economic or professional activity.

d. Parties - Seller and Buyer;

e. GTS - these "General Conditions of Sale"

f. Price enquiry - an enquiry made by the Buyer to the Seller about the current price of a product taking into account its individual specifications;

g. Enquiry - an invitation to the Seller to participate in a bidding process aimed at producing a specific product or service;

h. Quotation - response to price enquiry;

i. Offer response - response to the request for proposals;

j. Price - current value of the product, valid for a period of 14 days (from the specified price in the quotation /offer response) unless otherwise agreed by the parties;

k. Order - a declaration of the Purchaser or another person or entity duly authorised on behalf of the Purchaser, addressed to the Seller, containing the will to conclude the Agreement, of the content and form specified in GTS;

l. Contract - an order for Product(s) placed by the Customer in accordance with these General Terms and Conditions of Sale, accepted and confirmed electronically by the Seller;

m. Distance contract - means a contract concluded between the Online Shop Seller and the Consumer within the organised procedure of the distance contracting system, without the participation of both parties to the contract at one place and time, concluded by means of one or more means necessary for distance communication up to and including the conclusion of the contract;

n. Services - any paid tangible activity undertaken by the Seller under the terms of the Contract or available from the Seller;

o. Goods/Product - a movable item manufactured by the Seller or another finished commercial product available from the Seller;

2. Submission of an order by the Purchaser shall mean acceptance of these GTCS. Unless the Parties have agreed otherwise - the GTCS shall constitute an integral part of each Contract.

3. These GTS exclude the applicability of any model contracts, regulations, general terms and conditions of sale or other similar documents used by the Buyer.

4. In the event of a contradiction between one or more specific individual provisions of the contract and the GTS, the provisions of the contract shall apply, with the remainder of the GTS remaining fully binding.

5. The provisions of the GTS may only be amended in writing under pain of invalidity.

§2 GENERAL CONDITIONS OF CONTRACT

1. Before placing an order, the Buyer shall submit a Price Inquiry/Inquiry unless otherwise agreed between the parties.

2. Each Request for Proposals for its effectiveness should include:

- a. Company and contact details,
- b. Date of Request for Proposal,
- c. Type of Product (cut) or service ordered,
- d. Number of pieces to be ordered,
- e. Print preview design,

3. The seller shall price the goods in accordance with § 4, points. 1-5.

4. Orders can be submitted to the Seller as follows:

- in writing (in person, by letter),
- via email.

5. Each Order for its effectiveness should include:

- a. Buyer's full invoice details,
- b. Contact person details,
- c. Date of order,
- d. Name of Product Ordered,
- e. The type of Product or Services ordered,
- f. Product size
- g. Packaging (standard / individual with surcharge),
- h. Number of pieces ordered (circulation),
- i. Implementation date,
- j. Place of delivery,
- k. Confirmed price by the seller,
- l. Form and date of payment agreed,
- m. Final print design.

6. Orders not fulfilling the requirements specified in §2 items. 4-6 of GTS may be considered by the Seller as not submitted.

7. The Buyer is responsible for any discrepancies or omissions in the contents of the Order.

8. The buyer himself assesses the suitability of the goods and services for his intended purpose or that of third parties to whom the goods will be resold. The Seller shall not be liable for the parameters of the ordered goods and order specifications as

does not verify their conformity with their intended use or the conditions and manner of their use, storage or distribution.

§3 CONCLUSION OF THE CONTRACT

- 1.The contract of sale between the parties is concluded as a result of an order being placed by the buyer as soon as it is confirmed by the seller or an authorised person.
- 2.Confirmation of acceptance of the Order may be made by the Seller at its discretion, in writing, by e-mail or in any other manner agreed between the Parties.
- 3.Failure by the Seller to confirm an order within 7 days of the Buyer's order shall be deemed a refusal of the order.
- 4.Any changes made by the buyer after the order has been confirmed will not be binding unless confirmed by the seller.
- 5.The Buyer's withdrawal from the Contract for reasons not attributable to the Seller may take place within 24 hours of the Seller's confirmation of the Buyer's Order. In such a case, the Buyer shall pay a contractual penalty of 10% of the gross value of the sales contract from which it has withdrawn.
- 6.If the order is at an advanced stage of processing, i.e. after 24 hours from the confirmation of the Buyer's order by the Seller, the Buyer's withdrawal from the Contract is not possible.
- 7.Completion of the Order shall take place within the agreed time limits accepted by the Seller and the Buyer.
- 8.If, after conclusion of the Contract, for reasons beyond the Seller's control it will not be possible to execute the confirmed Order within the agreed time limit, the Seller shall immediately notify the Buyer thereof. In such a case, the Buyer shall not be entitled to any claim for damages on account of the change of the date of execution of the Order.
- 9.The Seller shall not remain obliged to perform a confirmed Order in the event that, for reasons beyond its control, in particular due to the actions of the Purchaser, third parties or force majeure, the performance of the Contract shall be impossible, significantly hindered or shall lead to a loss to the Seller in the amount of more than 50% of the value of a given Order. In such a case, the Seller shall immediately notify the Buyer of this fact and, in the absence of any other agreement between the Parties, the Contract shall be terminated and the Parties shall not be entitled to any claims resulting from the termination of the Contract.

§4 PRICE AND TERMS OF PAYMENT

- 1.The price for the Goods sold will be specified each time in the Quotation, Bid Response, Order, Contract or invoice.
- 2.The Price quoted by the Seller in the Quotation is the unit price of the finished Goods or Services, valid for 14 days (from the quoted Price in the Quotation / Offer Response), unless

the parties have agreed otherwise. After the expiry of this period, the Price will be recalculated.

3. The unit price of the goods includes the cost of standard packaging. Any other costs which may arise during the performance of the Order (non-standard packaging, other charges or taxes) shall be borne by the Buyer, unless the Parties have agreed otherwise.
4. The prices stated in the Quotation/Offer Response are net prices and are subject to increase by VAT at the applicable rate on the date of issue of the VAT invoice.
5. The fixing of a price lower than that resulting from the Valuation requires the agreement of the Parties, made in writing.
6. Unless otherwise agreed, payment of the VAT invoice shall be made by the Buyer in the currency indicated on the invoice.
7. The buyer is obliged to pay the agreed price on time on the basis of the VAT invoice issued by the seller.
8. The date of payment shall be deemed to be the date on which the payment is credited to the Seller's bank account as stated on the invoice or paid in cash.
9. The Vendor reserves the ownership of the sold goods, which has the effect that the Vendor owns the goods until all amounts due under the sales contract have been paid in full.
10. In the event of a delay in payment by the Buyer under any Contract connecting the Parties or in the event of justified doubts as to the Buyer's ability to settle his obligations - due to his financial situation, the Seller shall have the right to withhold the performance of all Contracts concluded (including the delivery of goods) until the Buyer has paid all amounts due or secured their performance in a form agreed between the Parties.
11. In the event that the Buyer delays in paying any payment to the Seller - the Seller may withdraw from the sales contract with immediate effect and has the right to claim compensation for the damage resulting from the Buyer's default.
12. After the ineffective lapse of the payment period, the Seller shall be entitled to charge statutory interest.
13. The seller reserves the right to demand security or an advance from the buyer before making or continuing deliveries if the buyer's financial situation deteriorates.
14. The seller reserves the right to determine the form and time of payment.
15. The seller may require payment in cash or in advance.
16. Any claims by the Buyer against the Seller shall not entitle the Buyer to withhold payment for the Goods or Services supplied.
17. The seller shall be entitled to offset payments received from the buyer against the earliest payments due, irrespective of the buyer's reservations.
18. The Buyer may not deduct any of his receivables from the Seller from the Seller's receivables from the Buyer without the written consent of the Seller.

§5 DELIVERY AND TRANSPORTATION OF GOODS ON THE DOMESTIC MARKET

1. The goods are released when they are collected from the Seller's warehouse.
2. All risks associated with the goods or services (including the risk of loss, damage or deterioration) shall be transferred to the Buyer upon receipt from the Seller's warehouse.
3. The Seller may deliver the product to the Buyer at the address indicated in the order, via an external carrier. In this case, the risks referred to in paragraph 2 above shall be transferred to the Buyer at the time of delivery to the Buyer by the carrier.
4. Unless otherwise specified in the Agreement or other arrangements between the Parties, the Seller shall select the carrier or freight forwarder.
5. The delivery period shall commence on the day the Goods are handed over to the carrier, forwarder or other authorised person from the Seller's warehouse.
6. Unless the Contract or other arrangements between the Parties provide otherwise, the Seller undertakes to prepare the Goods for shipment in accordance with the packing standard adopted by the Seller and accepted by carriers or forwarders, unless the Buyer specifies the method or type of packing in the content of the Order (§ 3.8.l) and the method is accepted by the Seller.
7. Deliveries are made to the place indicated by the buyer.
8. The costs of delivery of the product shall be borne by the purchaser unless the parties have agreed otherwise. Such an agreement between the parties must be made in writing.
9. The Seller shall not be liable for any loss, delay or loss of goods in transit resulting from the fault of the carrier, freight forwarder, force majeure or the Buyer's failure to provide correct instructions on, among other things, the method and address of delivery.
10. The buyer shall ensure that the goods are unloaded and inspected and shall bear the costs and risks associated with this.
11. The Buyer shall ensure that a person authorised to accept delivery on his behalf is present at the place and time of delivery, whereby the refusal to accept the product or the absence of an authorised person shall not relieve the Buyer of his obligation to pay for the goods and transport.
12. The buyer or his authorised representative shall acknowledge receipt of the goods by signing the transport document.
13. Liability, including the risk of accidental loss of or damage to the product, related to transport, shall be borne by:
 - Buyer when the product is released to him from the Seller's warehouse,
 - Carrier as soon as the Seller has handed over the goods for carriage to him and ends when the goods are handed over to the Buyer.
14. Before taking delivery of the consignment, the Buyer is obliged to check the packaging of the product for any visible damage in transit and to take all steps to establish the carrier's liability and to

to draw up an appropriate damage report and photographs of the damage.

15.If the Buyer violates the deadline for collection of the Goods, he may be charged a contractual penalty on this account, amounting to 0.5% of the total value of the Order, for each consecutive day of storage started. If the Goods are not collected for a period of 1 month from the agreed collection date, the Seller shall be entitled to cease storing the Goods at the Buyer's expense. In such case, the Seller shall be entitled to use (resell) the Goods or dispose of the Goods at the Buyer's expense, and the Buyer shall not be entitled to any claim for damages.

16.The Seller does not guarantee the date of delivery of the goods and shall not bear any liability on this account towards the Buyer or any third parties. Confirmation of the delivery date by the Seller is of informative nature only and its failure to meet it may not be the basis for any claims on this account against the Seller.

17.Deliveries can be made by the Seller in parts and from different locations. The final determination of the quantity, type and date of delivery is at the Seller's discretion.

18.In any event, the Vendor shall have the right to make delivery at an earlier date than that specified in the Contract or as otherwise agreed between the Parties.

§6 DELIVERY AND TRANSPORT OF GOODS ON THE FOREIGN MARKET

1.Delivery and transport of the goods outside Poland shall be organised and financed by the Buyer.

2.In the case of own collections where the final destination is in other countries, it is necessary for the Buyer to provide confirmation of export of the goods. Failure to provide the confirmation may result in the charging of VAT at the applicable rate or the charging of other costs to the Buyer under the law or any administrative decisions of the relevant state authorities (including customs) imposed on the Seller on this account.

§7 COMPLAINTS

1. In the event of defects in the goods delivered, the Buyer shall have the right to lodge a complaint under the terms of the GTS.
2. Immediately upon receipt of the consignment, the Buyer is obliged to unpack the Product and to check it for quantity and quality.
3. If the goods have been used or transferred for distribution from the Buyer's warehouse, this confirms that the actions in § 7 par. 2, which means that the Seller's liability for defects in the goods ceases.

4. If the buyer discovers quantitative or qualitative defects in the goods
 - The Buyer shall draw up a report containing a precise description of the defects reported, the quantity of missing or defective goods and the number of the invoice(s) covered by the claim. The protocol shall be signed by the Buyer or his authorised representative. In the case of damage caused by the carrier - the protocol shall be signed by the Buyer and the carrier.

5. The Buyer is obliged to notify the Seller of defects in the purchased goods within 30 days from the date of delivery by the Seller or receipt of the goods by the Buyer. The Purchaser is obliged to report a complaint within 7 days from the date the defect was detected, under pain of losing the rights and claims for defects of the purchased goods, including

warranty claims for defects.

6.A complaint must be made in writing.

7.Acceptance of the goods by the Buyer without observance of the actions contained in §7 items. 2, 4,5,6 shall be deemed to be confirmation of proper delivery.

8.If the goods subject to the complaint have been used or transferred for distribution from the Buyer's warehouse, the Seller's liability for defects in the goods shall cease.

9.The Seller shall resolve the complaint within 30 days from the date of its submission, after inspecting the advertised goods on the basis of documents and samples received from the Buyer. If the samples are not received within 7 days before the end of the period for resolving the complaint, the complaint shall be resolved negatively.

10.After accepting the complaint, the Seller reserves the right to choose the form of compensation depending on the type and extent of defects. In the case of exchanging or returning defective goods to the Buyer whose business is registered in the Republic of Poland, taking over the exchanged or returned goods at the Seller's expense may only take place from the indicated place in the country.

11.The time limit for resolving complaints shall be determined individually by the Parties. In justified cases, the Seller may refuse to replace the goods and return the value of the defective goods to the Purchaser without giving any reason.

12.The notification of a complaint does not release the buyer from his obligation to pay the invoice on time.

§8 WITHDRAWAL FROM THE

CONTRACT I.Buyers who are not

1.The Buyer who is not a Consumer may withdraw from the Contract only in the cases specified in the GTCS.

2.The Seller reserves the right to withdraw from a sales contract concluded with a Buyer who is not a consumer within 14 calendar days of its conclusion. Withdrawal from the sales contract may take place without giving any reason and may not give rise on this account to any claims on the part of the Consumer who is not a consumer against the Seller.

II.Consumer purchasers

1.Any Product that is the subject of the Contract is a non-refabricated item manufactured to the Buyer's specifications and therefore, pursuant to Article 38 of the Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws of 2020, item 287, as amended), is not covered by the right to withdraw from an off-premises contract.

§9 INTELLECTUAL PROPERTY RIGHTS

1.The Purchaser declares that any materials (graphic signs, names, logos, quotations, images, etc.) provided by the Purchaser to the Seller for the purpose of completion of the Order do not infringe rights of third parties under copyrights, industrial property rights or other intellectual property rights and that the Purchaser, as at the date of submission of the Order, is authorised to use them. The Seller does not assume any liability for the acts or omissions of the Buyer in this respect.

2. The Buyer shall be liable for his acts or omissions in connection with the performance of the obligation referred to in section 1 above. 1 above on general principles, in the event of a dispute or damage to the Seller as a result of an act or omission of the Buyer, the Buyer shall, at the Seller's request, take the necessary steps to resolve the dispute and bear any related costs, the Buyer undertakes, in particular:

1) release the Seller from the obligation to pay any damages or compensation for damages,

2) pay the costs of any sums awarded by a court of law or other obligations aimed at remedying the effects of the infringements, such as in particular the costs of making a public statement of appropriate content and form,

3) pay the costs incurred by the Seller in connection with the third party raising the aforementioned claims (including claims for negligence), in particular the costs of legal services and expert opinions, unless they were not justified,

4) shall, at the Seller's request, make a public statement to that effect.

§10 FINAL PROVISIONS

1. If the applicable law grants more favourable regulations to the Customer than those contained in these General Terms and Conditions of Sale, the relevant provisions of the GTCS are directly superseded by the specific norms of the applicable law and are thus binding on the Seller.

2. The Seller reserves the right to amend the GTCS for important reasons, i.e.:

a) changes in legislation;

b) changes to payment and delivery methods;

c) exchange rate changes,

d) changes to the Seller's details, including e-mail address, telephone number.

3. The amendments to the GTCS do not affect orders already placed and fulfilled; the GTCS in force at the time of placing the order shall apply to them. The Seller shall inform about the intended change on the shop website at least 14 days in advance. In the case of non-acceptance of the amended GTS, the Purchaser may, within 14 days of receipt of the message, terminate the agreement with immediate effect.

4. Disputes arising from contracts concluded on the basis of the GTS with the Buyer being a Consumer shall be settled by a common court of law at the choice of the Buyer being a Consumer, in accordance with the relevant provisions of Polish law.

5. Disputes arising from contracts concluded on the basis of the GTCS with a Buyer who is not a Consumer shall be settled by a common court with jurisdiction over the Seller's registered office.

6. The contract of sale shall be concluded in the Polish language, with contents in accordance with the GTS.

7. The GTCS enter into force on 01.09.2022.

8. In matters not covered by these GTS, the provisions of the Civil Code shall apply.