

**GENERAL TERMS AND CONDITIONS OF SALE binding in the company**  
**"BLUZUP 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 "BluzUp" as a Seller..

1. The following terms used in the remainder of these general conditions of sale shall mean:
  - a. **Seller** - **BLUZUP Paczek Rostkowski spółka komandytowa with its registered office in Warsaw, 73/79 Czerniakowska Street, flat 1, 00-718 Warsaw, NIP: 5213826637, REGON: 38009975100000, KRS: 0000977142.**
  - b. **Buyer** - an entrepreneur within the meaning of Article 4 of the Act of March 6, 2018. - Entrepreneur Law (i.e. Journal of Laws of 2021, item 162, as amended), i.e. a natural person, a legal person or an organizational unit that is not a legal person, to which a separate law grants legal capacity, performing a business activity, who has concluded or intends to conclude a sales contract with the Seller.
  - c. **Consumer** - an entrepreneur who is considered a consumer in accordance with Article 221 of the Civil Code of April 23, 1964 (i.e. Journal of Laws of 2020, item 1740, as amended), i.e. a natural person making a legal transaction with an entrepreneur that is not directly related to his/her business or professional activity.
  - d. **Parties** - the Seller and the Buyer;
  - e. **GTCS** - these "General Terms and Conditions of Sale".
  - f. **Price inquiry** - an inquiry submitted to the Seller by the Buyer for the current price of a product taking into account its individual specifications;
  - g. **Inquiry** - an invitation to the Seller to participate in the bidding process aimed at producing a specific product or service;
  - h. **Quotation** - a response to a price inquiry;
  - i. **Offer response** - a response to a request for quotation;
  - j. **Price** - the current value of the product, valid for the period of 14 days (from the stated price in the quotation /offer response ) unless otherwise agreed by the parties;
  - k. **Order** - a statement of the Buyer or another person, entity duly authorized on behalf of the Buyer, addressed to the Seller, containing the will to conclude the Contract, with the content and form indicated in the GTCS;

- l. **Agreement** - 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. Contract concluded at a distance - means a contract concluded between the Seller of the Online Store and the Consumer under the organized procedure of the system of concluding contracts at a distance, without the participation of both parties to the contract at one place and time, concluded by means of one or more means necessary for remote communication up to and including the conclusion of the contract;
  - n. Services - all paid tangible activities undertaken by the Seller under the terms of the Agreement or available in the Seller's offer;
  - o. Goods/Product - a movable thing, manufactured by the Seller or any other finished commercial product available in the Seller's offer;
2. Submission of an order by the Buyer means acceptance of these GTCS. Unless the Parties have agreed otherwise - the GTCS shall be an integral part of each Contract.
  3. These GTCS exclude the possibility of application of any model contracts, regulations, general conditions of sale or other similar documents used by the Buyer.
  4. In the event of a contradiction of one or more detailed individual provisions of the contract with the GTCS, the provisions of the contract shall apply, while the remainder of the GTCS shall remain fully binding.
  5. The provisions of GTCS may be amended only in writing under pain of invalidity.

## **§2 GENERAL TERMS AND CONDITIONS OF ORDER**

1. Prior to placing an order, the Buyer shall submit a Price Inquiry/Inquiry unless the parties have agreed otherwise.
2. Each Price Inquiry for its effectiveness shall include:
  - a. Details of the Company and the contact person,
  - b. The date of the Request for Price,
  - c. Type of Product (cut) or service ordered,
  - d. Number of pieces to be ordered,
  - e. Outline design of the imprint,
3. The Seller shall price the goods in accordance with § 4, items. 1-5.
4. Orders may be submitted to the Seller in the following ways:
  - in writing (in person, by mail),
  - via electronic mail.
5. Each Order for its effectiveness should include:

- a. Full invoice data of the Buyer,
  - b. Details of the contact person,
  - c. Date of order,
  - d. Name of the Product ordered,
  - e. Type of Product or services ordered,
  - f. Size of the Product
  - g. Packaging (standard / individual with surcharge),
  - h. Number of pieces ordered (circulation),
  - i. Delivery date,
  - j. Place of delivery,
  - k. Seller's confirmed price,
  - l. The agreed form and date of payment,
  - m. Final design of the imprint.
6. Orders that do not meet the requirements specified in §2 item. 4-6 GTCS may be considered by the Seller as not submitted.
  7. The Buyer shall be responsible for any discrepancies or deficiencies in the contents of the Order.
  8. The Buyer himself assesses the suitability of goods and services for his intended purpose or the purpose of third parties to whom the goods will be resold. The Seller shall not be liable for the parameters of the ordered goods and the specifications of the Order as it does not verify their compliance with the purpose or conditions and manner of use, storage or distribution

### **§3 CONCLUSION OF THE CONTRACT**

1. A contract of sale between the Parties shall be concluded as a result of an order placed by the Buyer at the time of its confirmation by the Seller or an authorized person.
2. Confirmation of acceptance of the Order may be made by the Seller at his discretion, in writing, by e-mail or in any other manner agreed between the Parties.
3. Failure by the Seller to confirm the Order within 7 days from the date of placing the Order by the Buyer shall be deemed a refusal to accept the Order.
4. Any changes made by the Buyer after order confirmation shall not be binding if not confirmed by the Seller.
5. (Withdrawal of the Buyer from the Agreement for reasons not attributable to the Seller may take place within 24 hours of confirmation of the Buyer's Order by the Seller. In this case, the Buyer shall pay a contractual penalty in the amount 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 execution, that is, after 24 hours from confirmation of the Buyer's Order by the Seller, withdrawal of the Buyer from the Agreement is impossible.
7. The execution of the Order shall take place within the established time limits accepted by the Seller and the Buyer.
8. If, after the conclusion of the Contract, for reasons beyond the control of the Seller, it will not be possible to execute the confirmed Order within the agreed time limit, the Seller shall immediately notify the Buyer. In such case, the Buyer shall not be entitled to any claim for damages due to the change of the date of execution of the Order.
9. The Seller shall not remain obliged to execute a confirmed Order in the event that, for reasons beyond its control, in particular as a result of actions of the Buyer, third parties or force majeure, execution of the Agreement will be impossible, significantly hindered or will lead to a loss to the Seller in the amount of more than 50% of the value of the Order in question. In such a case, the Seller shall immediately notify the Buyer of this fact, and in the absence of other arrangements between the Parties, the Agreement shall be terminated, and the Parties shall not be entitled to any claims arising from the termination of the Agreement.

#### **§4 PRICE AND PAYMENT TERMS**

1. The price for the Goods sold shall be specified each time in the Quotation, Offer 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 otherwise agreed by the parties. After the expiration of this period, the Price will be recalculated.
3. The unit price of the goods shall include the cost of standard packaging. Any other costs that may arise during the execution of the Order (non-standard packaging, other fees or taxes) shall be borne by the Buyer, unless otherwise agreed by the Parties.
4. Prices quoted in the Quotation/Offer Response are net prices and are subject to increase by VAT at the applicable rate on the date of issuance of the VAT invoice.
5. Determination of a price lower than that resulting from the Quotation shall require 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 shall be obliged to make timely payment of the agreed price 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 indicated on the invoice, or the date of payment in cash.
9. The Seller reserves the right of ownership of the sold goods, which has the effect that the Seller is the owner of the goods until full payment of all amounts due under the contract of sale.
10. In the event of a delay in payment by the Buyer under any Agreement linking the Parties, or in the event of reasonable doubts about the Buyer's ability to settle its obligations - due to its financial condition, the Seller shall have the right to withhold the execution of all concluded Agreements (including the release of goods) until the Buyer has paid all amounts due or secured their execution in a form agreed between the Parties.
11. In the event of delay by the Buyer in payment of any payment to the Seller - the Seller may withdraw from the contract of sale with immediate effect, and shall have the right to claim compensation for damages resulting from the Buyer's default.
12. After ineffective lapse of the payment period, the Seller shall be entitled to charge statutory interest.
13. The Seller reserves the right to demand collateral or advance payment from the Buyer before making or continuing deliveries, in case of deterioration of the Buyer's financial situation.
14. The Seller reserves the right to determine the form and timing of payment.
15. The Seller may require payment in cash or in advance.
16. Any claims of the Buyer against the Seller shall not entitle the Buyer to withhold payment for the delivered Goods or Services.
17. The Seller shall have the right to offset payments received from the Buyer against the earliest due, regardless of the Buyer's objections.
18. The Buyer may not deduct any of its 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 IN THE DOMESTIC MARKET**

1. Issuance of goods shall take place at the time of their collection 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 at the time of their collection from the warehouse of the Seller.

3. The Seller may deliver the product to the Buyer at the address indicated in the order, through a third-party carrier. In this case, the risks referred to in paragraph 2 above shall pass to the Buyer at the time of delivery to the Buyer by the carrier.
4. Unless the Agreement or other arrangements between the Parties provide otherwise, the Seller shall select the carrier or forwarder.
5. The period of delivery shall commence on the date of delivery of the Goods to the carrier, forwarder or other authorized person from the warehouse of the Seller.
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 standard of packaging adopted by the Seller and accepted by carriers or forwarders, unless the Buyer specifies the method or type of packaging in the content of the Order (§ 3 item 8 letter l) and this method is accepted by the Seller.
7. Deliveries shall be made to the place indicated by the Buyer.
8. The cost of delivery of the product shall be borne by the Buyer unless the Parties have agreed otherwise. The aforementioned agreement of the Parties shall be in writing.
9. The Seller shall not be liable for loss, delays and loss of goods in transit resulting from the fault of the carrier, freight forwarder, force majeure or failure to provide the Buyer with proper instructions on, inter alia, the method and address of delivery.
10. The Buyer shall ensure unloading and inspection of the goods and shall bear the costs and risks associated therewith.
11. The Buyer shall ensure at the place and time of delivery the presence of a person authorized to accept delivery on his behalf, but refusal to accept the product or the absence of an authorized person shall not relieve the Buyer from the obligation to pay for the goods and transportation.
12. The Buyer or his authorized representative shall confirm acceptance of the goods by signing the shipping document.
13. Liability, including the risk of accidental loss or damage to the product, related to transportation shall be borne by:
  - The Buyer when the product is released to him from the Seller's warehouse,
  - The Carrier when the Seller releases the goods to him for transportation and ends when the goods are released to the Buyer.
14. Before receiving the shipment, the Buyer shall be obliged to check the product packaging for any visible damage in transit and to take all steps to determine

the carrier's liability and to take the appropriate damage report and photographs of the damage.

15. In case of violation of the deadline for receipt of goods by the Buyer, he may be charged with a contractual penalty for this, in the amount of 0.5% of the total value of the Order, for each consecutive day of storage started. In the event of failure to collect for a period of 1 month from the date of the agreed collection date, the Seller shall have the right to discontinue storage of 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 expense of the Buyer, 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 to the Buyer or third parties. Confirmation by the Seller of the date of shipment is for information purposes only and its failure to comply with it may not be the basis for any claims on this account against the Seller.
17. Deliveries may be made by the Seller in parts and from different locations. The final determination of the quantity, type and date of delivery shall rest with the Seller.
18. In any case, the Seller shall have the right to carry out the delivery at an earlier date than it results from the Contract, or other arrangements between the Parties.

#### **§6 DELIVERY AND TRANSPORTATION OF GOODS IN THE FOREIGN MARKET**

1. Delivery and transportation of goods outside Poland shall be organized and financed by the Buyer.
2. In the case of own collections, where the final destination is other countries, it is necessary for the Buyer to provide confirmation of export of goods. Failure to provide the confirmation may result in charging VAT at the applicable rate or charging the Buyer with other costs arising from the provisions of law or from 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 delivered goods, the Buyer shall have the right to lodge a complaint under the terms of the GTCS.
2. Immediately after receipt of shipment, the Buyer shall be obliged to unpack the Product and check it in terms of quantity and quality.

3. If the goods have been used or transferred for distribution from the warehouse of the Buyer, it confirms the performance of the activities of § 7 item. 2 which implies the Seller's liability for defects in the goods ceases.
4. If the Buyer finds quantitative or qualitative defects in the goods - the Buyer should prepare a protocol, including a detailed description of the reported defects, the amount of missing or defective goods and the number of invoice(s) covered by the claim. The protocol shall be signed by the Buyer or his authorized representative. In the case of damage caused by the carrier - the protocol is 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 Buyer is obliged to report a complaint within 7 days from the date of discovery of the defect, under pain of loss of rights and claims for defects in the purchased goods, including claims under the warranty for defects.
6. The complaint notification must be submitted in writing.
7. The receipt of goods by the Buyer without compliance with the actions contained in §7 items. 2, 4,5,6 shall be considered as confirmation of correctness of delivery.
8. If the goods covered by the complaint have been used or transferred for distribution from the warehouse of the Buyer, the Seller's liability for defects in goods shall expire.
9. The Seller shall resolve the complaint within 30 days from the date of its submission, after inspecting the claimed goods on the basis of documents and samples received from the Buyer. If the samples are not provided within 7 days before the end of the time limit for resolving the complaint, the complaint shall be considered 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 exchange or return of defective goods to the Buyer, whose business is registered in the Republic of Poland, taking the exchanged or returned goods at the expense of the Seller may only take place from the designated place in the country.
11. The time limit for the settlement of complaints shall be determined by the Parties individually. In justified situations, the Seller may refuse to replace the goods and return to the Buyer the value of the defective goods without giving any reason.
12. Submission of a complaint shall not relieve the Buyer from the obligation to timely pay the invoice.



## **§8 WITHDRAWAL FROM THE CONTRACT**

- I. Buyer who is not a Consumer
  1. A 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 the sales contract concluded with a Buyer who is not a Consumer within 14 calendar days from the date 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. Buyers who are Consumers
  1. Each Product that is the subject of the Contract is a non-prefabricated item, manufactured to the Buyer's specifications, and therefore, in accordance with Article 38 of the Act of May 30, 2014 on Consumer Rights (i.e. Journal of Laws of 2020, item 287, as amended), is not covered by the right to withdraw from the contract concluded off-premises.

## **§9 INTELLECTUAL PROPERTY RIGHTS**

1. The Buyer declares that any materials (trademarks, names, logos, quotes, images, etc.) provided by the Buyer to the Seller for the purpose of executing the Order do not infringe any third party's rights under copyright, industrial property rights or other intellectual property rights, and that the Buyer, as of the date of placing the Order, is authorized to use them. The Seller shall not be liable in any way for the Buyer's acts or omissions in this respect.
2. The Buyer shall be liable for its acts or omissions related to the obligation indicated in item. 1 above on general principles, in the event of a dispute or damage to the Seller as a result of an action or omission of the Buyer, the Buyer shall, at the request of the Seller, take the necessary steps to resolve the dispute and bear any related costs, in particular the Buyer undertakes to:
  - 1) release the Seller from the obligation to pay any damages or compensation for damages,
  - 2) pay the costs incurred by the Seller for the amounts awarded by the court or other obligations aimed at removing the consequences of the

violations, such as, in particular, the costs of filing a public statement with appropriate content and form,

3) pay the costs incurred by the Seller in connection with the raising by a third party of the above claims (including claims for abandonment), and in particular the costs of legal services and expert opinions, unless their incurring was not justified,

4) at the request of the Seller - shall be obliged to make a public statement of appropriate content.

### **§10 FINAL PROVISIONS**

1. If the applicable law grants to the Customers more favorable regulations than those contained in these General Terms of Sale, the relevant provisions of the GTCS are directly substituted by specific norms of the applicable law and thus are 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 in payment and delivery methods;
  - c) change in the exchange rate,
  - d) changes in the Seller's data, including e-mail address, telephone number.
3. Changes to the GTCS do not affect orders already placed and executed; the GTCS in effect at the time of the order shall apply to them. The Seller shall inform about the intended change on the store website at least 14 days in advance. In case of non-acceptance of the amended GTS, the Buyers may, within 14 days from the date of receipt of the message, terminate the contract with immediate effect.
4. Disputes arising from contracts concluded on the basis of the GTCS with the Buyer who is a Consumer shall be resolved by a common court of law at the option of the Buyer who is a Consumer, in accordance with applicable provisions of Polish law.
5. Disputes arising from contracts concluded on the basis of GTS with the Buyer who is not a Consumer shall be settled by a common court competent for the registered office of the Seller
6. The contract of sale is concluded in the Polish language, with the content consistent with OWS.

7. OWS enters into force on 01.09.2022.
8. In matters not regulated in these GTCS, the provisions of the Civil Code shall apply.