

## Terms and Conditions of Cooperation with Premier Group sp. z o.o.

### General Terms and Conditions of Cooperation

These Terms and Conditions of Cooperation apply to all the cooperation agreements concluded by Premier Group sp. z o.o. (hereinafter referred to as Premier Group or the Contractor), unless explicitly stated otherwise by the Contractor in writing or electronically. By placing the order the Client waives any own sale/purchase conditions as well as any other contract templates. The term Client is understood as every entity/organizational unit which is not a consumer and has legal capacity. Prior to placing the order, the Client agrees with the Contractor the type of the product, the number of the items ordered, the method of painting and decorating, the location of decoration, fashion of packaging the products and the fragrance – in the case of candles and diffusers. Once the details have been agreed and the price as well as the order completion date have been approved, the Contractor prepares the Order Form and sends it to the Client. For the purpose of the first order we request that a person duly authorized to act on behalf of the Client sign and send us electronically the Terms and Conditions applicable in Premier Group. These terms and conditions apply exclusively when the Buyer is not a consumer (B2B trading only).

### Designs

To make the decoration we request that the Client provide us with the 1:1 scale print design in Corel v16 or lower or an .eps, AI, PDF file (all fonts converted to curves), along with the specification of colors according to Pantone. For a raster design, we request sending it in the tif format, 1:1 scale with the resolution of 300 dpi. In the case of decorating glass with a decal, we request a design in one of the foregoing formats. In case it is necessary for the Contractor to design the print or the decal, the Client is charged an additional fee as per Premier Group's price list.

### Prices

The prices have been indicated in the price list applicable in a given calendar year. The prices quoted in the offers and price lists are net prices. Product prices do not include

unit packaging and costs of transportation ex-works. Ceramics and glass are packed in original cartons, unless it is a standard practice to pack certain products differently. It is possible to order packaging currently available on offer. The Contractor is entitled to change prices unilaterally with no effect on the agreements already concluded.

## Technology

Color fidelity in ceramic and glass decals may differ from the assumptions by as much as 30%, depending on the surface and the selected color. We recommend conducting glass painting and decorating tests. The technological test on the pure product includes the cost of pre-print + PLN 100 net per each prototype. 50% of the pre-print cost is deducted from the overall cost of the order, provided that the order is placed within 7 calendar days of receiving the prototype. Past that deadline the pre-print is cancelled and, if an order is made, the Client is charged with the cost again. The cost of the mug prototype or the prototype of the glass container for candles with the HydroColor or Soft Touch coating is PLN 250 net + cost of the pre-print in the case of additional decorations and print.

## Print colors and Client's responsibility

FULL COLOR print is a CMYK print (4 colors). In the case of color products and glass one color (white) must always be added as the underprint. CMYK prints differ from CMYK print using the offset or any other technology. The print visualization is treated as a mere indicator of the desired final effect. It should be recognized that the print on ceramics will not have the same quality as offset print/printer print, etc. A technological test is always recommended. By not commissioning the technological test, the Client takes responsibility for the risk of color discrepancy or the difference between the print and the design, and the Contractor will accept no claims in this respect.

Pantone print is understood as composed of single colors. When printing on color surfaces we add an additional color as the underprint. It is possible to combine Pantone colors with CMYK colors. Each production file should be prepared with the colors which are to be used in printing. The Contractor does not take responsibility for the mistake of selecting the wrong color shade even if this was ordered by the Client. The Client incurs the costs of the pre-print (as per the price list) each time printing is

ordered. In case a technological test is ordered following which the design is corrected, the cost of pre-print is charged again in the amount corresponding to the number of used colors.

### **HydroColor / Soft Touch**

Thanks to applying the HydroColor technology, the Contractor offers an innovative solution of ceramics and glass coloring. The technology allows to produce a wide range of colors, however it is not technologically viable to reproduce the exact colors afterwards, i.e. for the purpose of the next order. According to the technological data sheets, ceramic coloring is dishwasher safe. The resistance is up to 250-1000 washing cycles while the durability depends on the color used and the type of coating. Soft Touch coatings make it possible to produce a color similar to the indicated Pantone color. Tolerance is 10%. Owing to the characteristics of the paints and their optical properties, the Contractor reserves the right to color discrepancy. Colors applied in the Hydro Color and Soft Touch technology are decorative coatings with mechanical resistance which should not be compared to ceramic enamels. Even though they are dishwasher safe, we do not recommend washing Soft Touch coatings in dishwashers. We suggest washing them manually. HydroColor coatings are applied only on glass and porcelain. Products made of other materials are colored at the Client's risk. When coloring other products, the Contractor does not guarantee mechanical or chemical resistance. In the case of products colored in the HydroColor technology, there is a risk of discoloration inside the product as a result of the coating coming into reaction with some consumer products. Coating discoloration defects are not under the Contractor's guarantee.

### **InGlaze / OnGlaze**

By coloring the porcelain with the use of ceramic paints, the Contractor offers ceramic coloring which is durable and mechanically and chemically resistant. The InGlaze coloring with the burnout temperature of 1200°C offers full physical and chemical resistance, while the products colored in this technology can withstand the most restrict catering tests. OnGlaze technology involves the burnout temperature of 860°C. Porcelain colored with the use of this technology is physically and chemically resistant and available in a wider palette of colors than that offered by InGlaze technology.

## Candles

The Client orders production of candles as per the specification in the Order form and annexes to the Order. All candles are decorated and poured manually. Therefore, a difference of +/-5% in the volume of candles and a +/- 2 mm difference in the height of the print location is allowed for one order.

The fragrance intensity in each candle is consistent with the guidelines of the candle fragrance oils producer. The scent of the candle is noticeable but it cannot be intensive. The intensity of the fragrance may differ depending on the fragrance of the candle which results from the specifics of each aroma. The intensity of the fragrance is made suitable for rooms of ca. 10 square meters.

The Client is entitled to order scent samples of wax from the Contractor, against payment, to choose the right fragrance for candles prior to placing the Order. The fragrance intensity of candles produced as part of the order may slightly differ from the intensity of scent samples.

Owing to the shrinkage triggered by the changes in the ambient temperature, soy wax tends to pull away from the glassware. Streaks may form on the surface of the solidified wax which is a natural phenomenon in the process of solidification. Air bubbles may form on the wax surface or sinkholes may appear around the wicks as a result of the wax solidification process and cannot be a subject of complaint.

Wicks are stuck down manually and a difference of +/- 2mm in their location is allowed as part of one order.

In the case of candles painted white with the Soft Touch coating, minor imperfections in the decoration are acceptable as they stem from a complex process of decorating the glass white.

The Contractor assumes no responsibility for the inappropriate using and burning of the candles by the Client and end users. The basic rules of burning candles are specified on the sticker placed on the bottom of the candle. The Contractor suggests that the Client get acquainted with the rules re. candle burning before placing the order and advise the end user of the necessity to comply with the foregoing rules.

Wooden lids with no seals, if ordered by the Client, cannot adhere tightly to the rim of the glass due to the possible change in their volume caused by the changes in the ambient temperature and humidity.

The useful life of the candles is 12 months after the sale by the Contractor. The

Contractor holds safety data sheets of all the products used for candle production, including fragrance components. When offered to consumers, the candles must have their own safety data sheets. The Contractor may prepare such paperwork for the Client against a separately agreed remuneration. At the Client's request and against additional remuneration, it is possible to intensify the fragrance in the candles above the parameters indicated in the safety data sheets of fragrance components. However, in such a case, the Contractor assumes no responsibility for the possible change in the texture of the solidified wax, defective candle burning or allergy symptoms in candle users. Candles prepared in such a way are special use candles and cannot be used in closed rooms.

### **Reed diffusers**

The Client commissions production of reed diffusers as per the specification in the Order form and annexes to the Order. All glassware for diffusers are manually decorated and poured. Therefore, a difference of +/-5% in the volume of diffusers and a +/- 2 mm difference in the height of the print location on the glassware is allowed for one order.

The fragrance release time specified in the offer should be treated as an estimate. The time of fragrance release from the diffuser depends on a few factors: size of the room, the number of the sticks used and humidity of the air. Some fragrances can be considered less intensive and others as more intensive, while the difference in the intensity of the fragrance and its durability cannot be the subject of complaint. The Contractor selects the fragrance intensity suitable for rooms of ca. 10 sq meters. It is possible to order from the Contractor scent samples with sticks, provided against payment, to test fragrance notes and intensity for the diffusers ordered.

In the case of the diffuser glass colored white with the Soft Touch coating, minor imperfections in the decoration stemming from the complex process of decorating the glassware white are acceptable.

### **Complaints**

Only a product which has been qualified as damaged or inconsistent with the order is subject to complaint. We shall not bear responsibility for damages which occurred in transportation. Information on the quantitative and qualitative deficits in supplies must be provided to the Contractor in writing within 7 calendar days of the date of receipt of the products by the Client. If the complaint concerns a damage which occurred during

transportation, a damage protocol drawn up on the delivery day in the presence of the courier who delivered the order must be attached to the complaint submitted to the Contractor. Whether the complaint shall be upheld depends on the forwarding company's decision. The Client shall incur all the costs related to delivering the product subject to the complaint to the Contractor. The complaints shall be considered within 14 business days of the date when the product subject to the complaint was received by the Contractor. The complaint shall be considered only with respect to the product subject to the complaint. The Contractor shall not be responsible for the Client's goods (ceramic, glass) delivered for decoration. Upon the resale of the product or upon its further processing, any qualitative or quantitative complaints shall be made to the Client. Once the complaint has been upheld, the Contractor shall replace the defective product with a product free of any defects within the shortest possible time. The Contractor shall be liable up to the value of the order made. In the case of a complaint made with respect to the print on the products provided by the Client for the purpose of printing, the Contractor shall be liable solely up to the value of the order and shall not be liable for the damage to the Client's goods – we recommend conducting technological tests. In case a print design is ordered by the Client, Premier Group sp. z o.o. shall not be liable for mistakes in arranging graphics, fonts or the size of the print, if the Client has not provided 1:1 scale materials along with the information on fonts, the size and colors of the print. Should the Client decline the prototype prior to the order being completed, the colors of the print shall not be subject to complaint. Porcelite or porcelain with punctures of up to 1 mm and grey or black dots (up to 5/product) shall not be subject to complaint. Decal application tolerance is up to 2 mm in either direction. The difference of less than 2 mm shall not be subject to complaint. The order is considered completed when quantity tolerance is 3% of the quantity ordered, while the possible difference in the quantity shall be adjusted by means of a corrective invoice.

Decoration applied on glass whose damage was caused by washing in the dishwasher shall not be subject to complaint. The decorated glassware should not be washed in dishwashers, either domestic or commercial ones. All decorations meet the quality norm re. mechanical dishwashing resistance of domestic utensils no. PN-EN 12875-1.

The Contractor's liability for the quality of the signage/products sold is specified herein with the provisions of the Civil Code re. warranty being excluded.

## Settlements and Order Completion Date

Upon the signing of the Order form received from the Contractor, the Client shall make an advance payment of 30% of the gross order value against the received VAT invoice or a proforma invoice. The Client shall be obliged to pay the remaining 70% of the order value prior to shipment. The Contractor may decide to grant the Client a merchant loan on the terms and conditions agreed by the parties and withdraw the decision at any moment. Every Client who places the order with the Contractor for the first time is obliged to provide the company's registration documents. The order should be signed by a person duly authorized to act on behalf of the Client.

The order completion date indicated in the Order form shall be understood as the date of shipping the product ordered or making the product available to the Client at the Contractor's seat. A change in the date by +/- 2 business days (Mon-Fri) shall not constitute the Contractor's default under the agreement or any other breach of the contract. The Contractor is obliged to advise the Client of any possible delay in the completion of the order longer than 5 business days.

Interest accrued by the Contractor for an overdue payment shall be tantamount to the statutory maximum penalty interest for delays in trade transactions provided for by applicable laws and it is due without any additional calls for its payment. Where the Client has failed to make payments for previous orders, the Contractor hereby reserves the right to withhold successive deliveries and/or product handovers, where the Client shall have no claims against the Contractor, in particular compensation claims, in respect to this right. The Contractor shall charge a storage fee for the goods which have not been collected by the Client on time (also when the Contractor refused to hand over the goods on account of the Client's failure to make the payment). The fee totals PLN 30 net per each pallet space per each calendar day of storage. One pallet space shall be understood by the Contractor as goods in the number of 10-800 items. The fee shall be charged after 7 calendar days following the planned date of the handover and shall continue until the date when the products have actually been collected, inclusive of the day. The goods shall be handed over upon the payment of the storage fee against the VAT invoice.

Should the order be cancelled after its completion has started, i.e. the process of printing the decoration has begun, the coloring of the products or any other activities

aimed at the order completion have been commenced, including the ordering of the products necessary to complete the order, the Client shall be obliged to cover 50% of the order value with respect to the delivered services. If the decoration process has been started and, consequently, the product has lost its commercial value, the Client shall be obliged to collect the decorated goods, pay for them and cover 50% of the value of the undelivered service.

## GDPR

In accordance with Article 13 para. 1 and para. 2 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /EC (Official Journal L 119, 4.5.3016, it.1-88), General Data Protection Regulation, hereinafter referred to as "GDPR", we wish to inform that in order to perform the agreement we have concluded with you, we must process your personal data. The performance of the agreement would not be possible without using your personal data. To ensure your full control over the fashion in which your personal data will be used, we wish to inform as follows:

The administrator of your personal data is Premier Group sp. z o.o.; e-mail address: [rodo@premiergroup.pl](mailto:rodo@premiergroup.pl); the Administrator shall process only such personal data which you have provided and shall use it only in order to execute and on the basis of the agreement. Your data shall be kept for as long as necessary to fulfill all the obligations arising from the agreement, including those provided for by laws, and to pursue claims. Afterwards, the data shall be kept for archiving purposes. Only the entities who have participated in performing the agreement have been provided with the data. These are:

1. a) forwarding companies who provide transportation services for you – if you have been/are our Client;
2. b) clients for whom transportation services have been provided by you - if you have been/are our Contractor;
3. c) accounting firm which provides accounting services.

The foregoing entities have had access only to such data of yours whose processing was necessary for the purpose of duly performing the agreement.

If you are an entity which has not entered into an agreement with Premier Group. Sp. z o.o. your data is kept based on Article 6 para. 1 point f GDPR, for archiving purposes.

Premier Group sp. z o.o. guarantees each person whose data it processes the right to



access the data and the right to modify it, delete it, limit the scope of its processing, the right to transfer the data, the right to object the processing of data, the right to withdraw the consent at any point in time without an effect on the compliance with the law on processing which has been done based on the consent given prior to its withdrawal.

The data subject has the right to make a complaint to the President of the Office for Personal Data Protection if they believe that their personal data processing violates the provisions of the GDPR, dated 27 April 2016.

Data shall not be processed automatically or subject to profiling.

### Other

The Client gives their consent to the Contractor to use the completed works and trademarks as well as other signage put on the products made/branded by the Contractor for marketing purposes and as samples of the Contractor's technical capabilities. The Client who enters into the agreement with the Contractor represents that they hold intellectual property rights with respect to the logos which the Contractor puts on products as part of completing the Client's order. Any disputes arising as a result of the completion of the order, shall be considered amicably to the extent possible. If the parties fail to reach the agreement, the dispute shall be referred to a court having jurisdiction over the Contractor's seat.

Apart from the default interest, the Contractor has the right to charge a flat-rate fee in the amount of 40/70/100 euro (depending on the amount due) which is to compensate the Contractor's costs of pursuing the debt. The above is provided for in Article 10 of the Act of 8 March 2013 on payment terms in commercial transactions.

By placing the order the Client accepts the above general Terms and Conditions of Cooperation.