

**GENERAL TERMS AND CONDITIONS
OF SALES AND DELIVERY TRANSACTIONS
OF TAKT Sp. z o.o. (Effective from 27.01.2025)**

§ 1. General Provisions

1. These General Terms and Conditions of Sale and Delivery Transactions (hereinafter referred to as "General Terms") shall apply to all offers, order forms, invoices, and any other documents issued by TAKT Sp. z o.o., as well as to any agreements in which TAKT Sp. z o.o. (hereinafter referred to as "TAKT") is a party.
2. These General Terms apply to all orders placed with TAKT and are deemed accepted by the Buyer upon placing an order. Any General Terms and Conditions of Sale and Delivery from the Buyer that differ from these General Terms shall not apply unless TAKT has expressly agreed to them in writing.
3. In the event of a discrepancy between any provision of these General Terms and any provision of an individual agreement between the Buyer and TAKT, the terms of the latter agreement shall apply.
4. The invalidity or unenforceability of any provision of these General Terms shall not affect the validity or enforceability of the remaining provisions of the General Terms.
5. In the event that these General Terms are also formulated in a language other than Polish, in case of a dispute, the Polish version of the General Terms shall prevail.

§ 2. Agreement and Duration of the Agreement

1. Offers are binding within the validity period specified in the offer. In the case of fluctuations in exchange rates, increases in fees, material prices, energy costs, etc., exceeding 3%, the submitted offers shall no longer be binding.
2. TAKT's obligation to fulfil the order arises upon TAKT's confirmation of the order to the Buyer in the manner specified in the offer. A sales and delivery agreement between the Buyer and TAKT is concluded solely by TAKT's order confirmation. The order form submitted by the Buyer must include: the name and address of the Buyer, its legal form (including the extract from the relevant register of the companies), necessary details for issuing the invoice, quantity and type of products, product specifications, delivery address, including a detailed address and the name of the person authorized to receive the products, requested delivery date, and agreed payment terms. In the case of special orders, the order form must also contain all necessary information for the proper and timely execution of the order by TAKT.
3. If the Buyer does not provide a complete set of assets/materials within the deadline indicated in the order form (including customer-supplied materials), TAKT shall be entitled to:

This document is translated from Polish into English for informational purposes only. In case of discrepancies, the Polish version of the General Terms and Conditions of Sale and Delivery Transactions shall prevail.

- a) cancel the order confirmation or specify a new delivery date/production leadtime,
- b) charge the Buyer for the costs of securing and/or storing incomplete materials/assets received from the Buyer.

It is assumed that after 3 months, the lack of complete materials/assets will result in the cancellation of the order accepted for manufacturing.

4. In the event of a discrepancy between the order placed by the Buyer and the order confirmation by TAKT, the order confirmation by TAKT shall be binding, unless the Buyer immediately cancels the order in writing (including by fax) no later than 3 days after receiving the order confirmation from TAKT. Any changes to the order after its confirmation require written consent from both parties and may involve additional costs and an extended manufacturing leadtime.
5. If the products can be delivered to the Buyer immediately (e.g. from stock), TAKT reserves the right to cancel the order confirmation, with the delivery of the products being considered as confirmation of the order. The cancellation of the order confirmation by TAKT does not affect the applicability of the remaining provisions of these General Terms.
6. If the Buyer fails to fulfil its obligations under these General Terms and the order placed, including in particular the obligation to pay the agreed price and to receive the goods, TAKT shall be entitled, without prior notice, to submit a written statement of termination of the sales and delivery agreement at the Buyer's expense with immediate effect. In such a case, the Buyer shall be obliged to pay a contractual penalty to TAKT in the amount equal to 25% of the total amount due under the sales and delivery agreement.

Regardless of the contractual penalties provided for in the agreement, TAKT reserves the right to full compensation for expenses and damages, without giving the buyer the right to any damage claims.

7. A statement of termination of the concluded sales and delivery agreement by TAKT shall be sent by registered mail, fax, or electronic mail with an electronic signature and a return receipt to the Buyer's address. In this case, TAKT shall be obligated only to return the paid amount. Additionally, TAKT shall pay the Buyer a contractual penalty of 5% of the order value, unless the termination of the agreement is due to circumstances for which TAKT is not responsible, including force majeure (for the purposes of this Agreement, "Force Majeure" refers to any extraordinary external event beyond TAKT's control, including riots, strikes, collective labour disputes, armed conflicts, natural disasters, adverse weather conditions, trade embargoes, import or export restrictions, and any sanctions, including economic ones, hindering or preventing delivery).
8. The Buyer is obliged to confirm in writing that the order placed with TAKT meets all requirements of intellectual property laws. TAKT shall supply the Buyer with the blank statement form to fulfil along with the order confirmation. In case the Buyer refuses

expressly or impliedly to send filled and undersigned statement form to TAKT or fails to file such form within 3 working days from the date of receipt of the order confirmation the order is cancelled automatically without notice.

9. In the event of the cancellation of the order after confirmation by TAKT, the Buyer shall be charged for the costs incurred by TAKT up to the point of cancellation.
10. TAKT reserves the right to request an advance payment or a bank guarantee as a condition for the execution of bulk orders.
11. For productions based on customer-supplied materials, the Buyer shall be obliged to complete and place the "Customer-Supplied materials Form" in a visible place on the shipment. The lack of the required document shall result in the materials not being accepted into the warehouse, putting order on hold, or charging an additional fee.

§ 3. Delivery and Transport of Products

1. All deliveries shall be made by TAKT at the Buyer's expense in standard packaging, taking into account the appropriate shipping method. Delivery deadlines shall be binding unless otherwise agreed in writing by the parties. Delays in delivery by TAKT of up to 3 business days shall not be grounds for claiming any compensation from TAKT or for termination of the agreement for cause at TAKT's expense. Delays in delivery exceeding 3 business days shall be grounds for claiming compensation from TAKT or for terminating the agreement at TAKT's expense only in the event of gross negligence on the part of TAKT and when the later delivery of the ordered products will no longer be useful for the purpose of the agreement, of which the Buyer must inform TAKT in writing no later than 14 days before the specified delivery date.
2. If the Buyer increases the number of carriers, volumes, etc., compared to the quantity specified in the order, delivery dates shall be separately agreed upon, considering TAKT's production capabilities. In such a case, TAKT shall be entitled to adjust the delivery date for the entire order.
3. In the event of delays in providing necessary assets/materials and information or changes by the Buyer, TAKT reserves the right to extend the manufacturing lead time of the order and charge the Buyer for costs related to packaging, storage, logistics, reorganization of production, or lost production opportunities (individual pricing).
4. Until TAKT receives the full payment for the delivered products, including interest and costs, TAKT shall remain the exclusive owner of the products. Regardless of the above, the risk of accidental loss of the delivered products shall pass to the Buyer upon delivery of the products.
5. TAKT is entitled to make partial deliveries of the products unless otherwise agreed by the parties.

6. The risk of delivery of products shall be borne by the party organizing the transport. Any losses or damages incurred during the transport organized by the Buyer shall be the responsibility of the Buyer, with no right to make any claims against TAKT. Upon delivery of the products to the Buyer, the Buyer assumes full risk, including the risk of accidental loss or destruction of the products.
7. If the Buyer arranges for the transport of the finished product independently, the Buyer is required to complete and submit the "Customer's Product Pickup Form" to the person responsible for the order at the Customer Service/Order Processing Dept..
8. If the Buyer fails to accept products delivery from TAKT and/or does not collect the products within the agreed delivery date, TAKT shall be entitled to charge the Buyer storage costs for each commenced week per pallet stored, unless documented storage costs exceed this amount. Regardless of the above, the risk of accidental loss or damage to the products remains with the Buyer.
9. If the delivery is not executed due to the Buyer's failure to fulfil its obligations, including in particular lack of payment the total amount for the order value, TAKT is entitled to destroy the products at the Buyer's cost and risk. This entitlement arises after 4 months from the delivery deadline. TAKT shall inform the Buyer of the planned destruction date at least 14 days before the date. Despite the destruction of the products, the Buyer shall remain obligated to pay the full amount of the order value and costs related to storage and destruction of the products.
10. In the event that Force Majeure and/or an unforeseen event prevents TAKT from making the delivery or adhering to the delivery deadline, TAKT is entitled to suspend delivery or terminate the agreement immediately due to this reason, with no right for the Buyer to claim compensation.
11. An unforeseen event within the meaning of these General Terms refers to future events with uncertain occurrence, arising without the influence of TAKT's employees.

§ 4. Warranties and Liability

1. The Buyer is responsible for inspecting the products delivered to them by TAKT and for verifying their quantity and quality. Complaints regarding apparent defects in the delivered products must be submitted using a form sent by registered mail, fax, or electronically with an electronic signature within 3 days from the receipt of the products and before the Buyer uses the products in any way.
2. Any complaints regarding apparent defects and non-conformities upon receipt of the goods must be noted on the shipping document (or a "discrepancy report (damage report)" may be drawn up). In the absence of such a note, any complaints on this basis will not be considered or accepted.

3. Any complaints concerning hidden defects must be submitted to TAKT by registered mail, fax, or electronically with an electronic signature within 3 days from the discovery of the defect, but no later than 30 days from the delivery date.
4. In the case of complaints regarding malfunctioning replicas, TAKT will analyze the defective replicas (after they have been delivered to TAKT) for compliance with the Philips CD or DVD technical specifications. In case of dispute, a technical inspection of these replicas will be conducted at TAKT's premises by representatives of both parties. If deviations from the Philips technical specifications are found, the complaint will be accepted, provided that the delivered replicas are free from visible mechanical defects.
5. If the complaint is found to be justified by TAKT, the Buyer will receive defect-free products according to the order or a discount on the price, but not exceeding 20% of the order value.
6. The Buyer shall keep the defective products available for TAKT's disposal until a decision is made regarding the complaint. The Buyer shall provide TAKT with a detailed written description of the defective products presented for inspection.
7. If the number of defective products does not exceed 0.5% of the order quantity for orders between 1,000 and 10,000 units, 0.1% for orders between 10,000 and 100,000 units, and 0.05% for orders above 100,000 units, the Buyer will not be entitled to submit an effective letter of complaint.
8. If the delivered products are further transferred by the Buyer, modified, separated, or are no longer in the Buyer's possession, the Buyer will waive any claims concerning hidden defects, and any claims related to such defects will not be considered.
9. In the case of a complaint filed within the deadlines specified above and the acceptance of the Buyer's demands, the Buyer will be entitled to request a reduction in the payment or replacement of the defective products with defect-free ones, but will not be entitled to claim any compensation.
10. The requirements or quality standards of the products delivered by TAKT will be agreed upon by the parties before delivery. TAKT's warranty obligations cover only the requirements or quality standards previously agreed upon by the parties. TAKT does not guarantee and shall not be obligated to guarantee that the delivered products will be suitable for the purpose the Buyer intends to use or has used them for unless the Buyer specifies this purpose in writing and it is accepted by TAKT along with the order confirmation.
11. If the Buyer changes the specification of the order no later than 3 days before the scheduled delivery date, the requirements or quality standards of the products will not be covered by TAKT's warranty obligations.
12. TAKT's liability for costs or damages incurred by the Buyer will, in any case, be limited to an amount equal to the net value of the compensation indicated on the invoice.

13. In no event shall TAKT be liable for any indirect, special, or consequential claims, damages, indirect damages, or damages caused by the product, including, in particular, transportation costs, travel and accommodation expenses, lost profits, or any economic trade downtimes.
14. The filing of a complaint will not relieve the Buyer from the obligation to pay the remuneration for the contested products. In the case that assets/materials provided to TAKT by the Buyer do not meet the standards or quality requirements, TAKT shall not be responsible for ensuring that the products meet such quality standards or any other requirements of the Buyer.
15. A shortfall of up to 5% of the ordered quantity of products allows the production to be completed without penalties. A surplus of up to 5% of the ordered quantity allows production to be completed, with the Buyer being charged for the additional production costs.
16. TAKT shall not be liable for improper use of the products by the Buyer or third parties.
17. TAKT shall not bear any liability for assets/materials provided by the Buyer, including in particular supplied discs and print materials, except for the obligation to return them upon the Buyer's explicit request. TAKT is exempt from performing incoming quality control and will not be responsible for the condition of these materials resulting from the production process, which the Buyer acknowledges. If the Buyer does not request the return of the materials mentioned above within 4 months from the delivery date of the products according to the order, TAKT is entitled, after prior written notice, to destroy them at the Buyer's expense without any liability.

Furthermore, TAKT shall not be responsible for:

- defects caused by errors in the assets/materials supplied,
 - damages to the supplied assets/materials caused by normal use,
 - defects resulting from the quality of the supplied assets/materials,
 - defects arising from the absence or errors in the descriptions of the assets/materials.
18. Any comments/remarks regarding the quality of the products and complaints should be directed to the email address: reklamacie@takt.eu or qc@takt.eu

§ 5. Pricing and Payments

1. TAKT's prices will be calculated in accordance with the offer sent to the Buyer.
2. If TAKT incurs additional costs due to the specifics of the Buyer's order, the Buyer shall cover these costs in full, regardless of the prices/amount specified in TAKT's offer. Additional costs are specified in the "Additional Services Price List."

3. The prices referred to in point 1 is due within 7 days from the date of receipt of the invoice, unless otherwise agreed by the parties. In the case of partial deliveries, TAKT is entitled to issue separate invoices for each partial delivery.
4. The price does not include any customs fees or other financial burdens imposed on the products under the law applicable to the Buyer's location. The price does not include VAT (value added tax).
5. Payment is considered made when the due amount is credited to TAKT's bank account.
6. In the case of orders and order confirmations calculated in a currency other than PLN, TAKT is entitled to indicate the amount in PLN on the invoice according to the current exchange rate.
7. An exchange rate increase of at least 3% may result in changes to the price.
8. The amount indicated on the invoice is the net amount. Any discount for immediate payment will be agreed upon in writing before the invoice is issued. Any bank charges or discount-related costs will be borne by the Buyer.
9. In order to dispute an invoice issued by TAKT, the Buyer must provide TAKT with a written protest, including justification, within 3 days of receiving the invoice.
10. If the Buyer does not make payment within the deadline specified in point 3, the Buyer will be required to pay compensation in the amount of 15% of the invoice amount, but no less than the equivalent of EUR 100.
11. The Buyer will also be required to pay interest for delayed payment at twice the statutory interest rate, calculated from the day after the payment due date.
12. The issuance or acceptance of a bill of exchange does not constitute a renewal of the obligation or a change to these General Terms and Conditions.
13. Regardless of the above, if the Buyer fails to meet the established payment terms, TAKT is entitled to suspend or cancel all or some current or future deliveries, in whole or in part.
14. In the event of the Buyer's bankruptcy or actual insolvency, TAKT is entitled to immediately and fully cancel any orders placed by the Buyer, with the right to demand compensation.

§ 6. Governing Law

1. Any disputes arising between the parties will be resolved in accordance with Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980.
2. The court competent to resolve disputes arising from this agreement between the parties shall be the court competent for the location of TAKT's registered office.