1. *Definitions:* From hereon (i) "Printer" means Walstead Kraków Sp. z o.o. (ul. Igolomska 25, 31-983 Krakow, Poland, District Court for Krakow-Srodmiescie in Krakow Department no. 11, Court of Business of National Court Register, KRS No. 0000046086. NIP 676-01-01-661. VAT EU: PL6760101661, initial capital: 100.807.658,00 PLN, waste registry number (BDO): 000028356; (ii) "Customer" means the entity named in the quotation and the recipient of these Conditions of Sale; (iii) "Goods" means the articles to be produced by Printer pursuant to the Order; the term "Goods" shall also be applicable *mutatis mutandis* in any case where the subject of the Order is performance of services; and (iv) "the Order" means the order placed by Customer and accepted by Printer, by which order Customer accepts these Conditions of Sale to the exclusion of any terms or conditions on a purchase order or other Customer document.
2. *Basis of Contract:* Each Customer order or Customer acceptance of Printer's quotation for Goods shall be deemed to be an offer by the Customer to buy the Goods from Printer subject to these Conditions of Sale. No order placed by Customer shall be deemed to be accepted by Printer, and no contract shall be formed, until Printer (a) issues a written confirmation of Customer's order or (b) commences production of the Goods.
3. *Prices:* The prices in the quotation remain open for acceptance for 30 days of the quotation date and are valid only if the quotation is accepted in its entirety within such period (and Printer's quotation is given on the basis that no contract shall come into force relating to such quotation until Printer issues its Order confirmation expressly incorporating such quotation). If and on each occasion that the costs influencing the price quotation (the "Variable and Other Costs") have increased during the production for any reason other than Printer's fault, Printer has a right to increase the price. The Variable and Other Costs include, without limitation, costs of raw materials (e.g. paper, board, ink), transportation costs, electricity and natural gas costs. Such increase to the price shall reflect increase in the Variable and Other Costs. Printer will notify Customer of such increase to the price (e.g. by way of issuing the invoice which refers to a new price). Printer will provide Customer, upon Customer's request, with data substantiating such increase to the price. Such increase to the price does not require the parties' consent. In addition, no rights and remedies are available to the parties, if and to the extent such increase to the price is consistent with this clause.
4. *Production Schedule:* The Order shall be conditional in all respects on the parties' agreement to a schedule for the production of the Goods including dates for delivery of any Customer supplied materials and data, and deadlines for any changes in quantities and specifications. Printer's obligations are subject to the receipt of all such materials in the required format by the specified deadlines.
5. *References:* Printer's quotation is subject to satisfactory credit references and Printer may cancel the Order on written notice to Customer at any time within 30 days of the date of the Order if it has not received satisfactory credit references or payment guarantees.
6. *Taxation:* Unless otherwise stated all prices are exclusive of VAT and all other taxes or duties, which Printer shall charge in addition to the prices in accordance with applicable law.
7. *Customer Obligations:* Customer shall deliver all digital files and other materials to be supplied by Customer in compliance with the Printer's Reproduction Specifications and the Printer's Reproduction Specifications - Proof Verification Procedure and in effect at the time of Printer's quotation. Printer's applicable Reproduction Specifications are as supplied with the quotation or are available at : https://walstead-ce.com/en/about-us/our-standards/.
8. *Proofs:* Proofs of all work will be submitted if requested for Customer approval. Printer will not be liable for errors not corrected by Customer. All alterations required by Customer and extra proofs will be charged at Printer's standard rates.
9. *Paper:* The Order shall specify if paper used for the production of the Goods shall be delivered by Customer (Customer's paper), by Printer (Printer's paper), or by Printer but purchased from the paper supplier directed by Customer (Customer's directed paper).
   9.1. *Customer's paper:* Customer shall deliver paper of suitable grade, quality, on the dates and in the quantities set out in the Order. No earlier or partial delivery of paper is permitted without the prior consent of Printer. Printer will not be obliged to produce using paper it considers to be of insufficient quality. All costs and risks related to purchase and delivery of paper to Printer are exclusive responsibility of Customer. Printer will call off paper from the paper supplier. Customer shall provide Printer in a reasonable advance with all data needed for such call off. Customer warrants that paper will be delivered to Printer in accordance with standard transport requirements for supplies to Printer, the paper supplier has been notified of such requirements and the paper supplier accepts to comply with such requirements. Printer will notify Customer of defective paper without undue delay after such defects have been discovered by Printer. Customer will pursue all quality complaints with the paper supplier, unless the parties agree otherwise

in a written to be valid form (including, for example, the scope of Printer's authorization for such matters). Printer will assist Customer in pursuing quality complaints with the paper supplier to the extent technical support is concerned and Customer may reasonably expect such support. Customer is responsible for losses or overconsumption of paper except they are caused due to the fault of Printer. Customer is responsible for damage incurred by Printer in connection with paper, including, without limitation, such damage owing to defective paper, regardless of Customer's fault in this respect. Any paper which remains unused following production in whole or in part, whether through agreed change in technical parameters or lack of production (e.g. due to termination or repudiation of the Order), shall be collected by Customer at its own costs and risks from place specified by Printer within fourteen (14) days of the production completion date or the date on which production should be completed, unless the parties agree otherwise. If Customer fails to do so on time and the parties do not agree otherwise before the end of deadline set out above (regardless of the reasons), paper shall become property of Printer without charge (automatically, without any additional agreements). Printer may dispose and use paper in such manner as it considers fit and be considered as an owner-like possessor thereof as well. All scraps and paper waste which remains following production shall become property of Printer without charge, who may dispose and use scraps and paper waste in such manner as it considers fit. Printer shall manage scraps and paper waste in accordance with the applicable law. Handling fee is specified in Standard Price Calculation for Additional Services supplied with the quotation.

9.2. *Printer's paper:* Any paper which remains unused following production in whole or in part, whether through agreed change in technical parameters or lack of production (e.g. due to termination or repudiation of the Order), shall be repurchased by Customer from Printer (automatically, without any additional agreements). Repurchase price for paper shall be specified by Printer, however, in no case shall such price exceed this part of the price specified in the Order which reflects the cost of paper. Repurchase price for paper shall be paid by bank transfer within fourteen (14) days of invoice issuance date. Customer shall collect paper at its own costs and risks from place specified by Printer within fourteen (14) days of receipt request for collection of paper. If Customer fails to do so on time Printer may charge Customer for storage of paper at the fee rate specified in Standard Price Calculation for Additional Services supplied with the quotation. Parties may agree otherwise (e.g. that paper shall be stored by Printer for fee and for the purpose of future production). Such agreement shall be made in a written to be valid form.

9.3. *Customer's directed paper:* Printer shall purchase paper from the paper supplier directed by Customer. Prior to the production start date, Customer shall notify Printer of all arrangements made between Customer and the paper supplier which are of economic importance to Printer (e.g. paper price, payment terms, discounts). Customer ensures that the paper supplier did agree to sell paper to Printer pursuant to such arrangements. Such arrangements are not binding upon Printer, until and unless Printer accepts such arrangements. Customer shall reimburse Printer for all costs and expenses incurred by Printer in connection with purchase and delivery of paper to Printer, except when such costs or expenses result from intentional fault of Printer. Any paper which remains unused following production in whole or in part, whether through agreed change in technical parameters or lack of production (e.g. due to termination or repudiation of the Order), shall be repurchased by Customer from Printer (automatically, without any additional agreements). Repurchase price for paper equates with the price paid by Printer to the paper supplier for paper. Repurchase price for paper shall be paid by bank transfer within fourteen (14) days of invoice issuance date. Customer shall collect paper at its own costs and risks from place specified by Printer within fourteen (14) days of the production completion date or the date on which the production should be duly completed. If Customer fails to do so on time (regardless of the reason), Printer may charge Customer for storage of paper at the fee rate specified in Standard Price Calculation for Additional Services supplied with the quotation. Parties may at any time agree that Printer shall process with paper in any manner other than described above. Save to any other rights and remedies, if Customer fails to pay the price on time, in whole or in part, regardless of the reasons for such failure, Printer may suspend payments to the paper supplier, Customer shall lose the right for any rebates or discounts (if any), and Customer shall indemnify Printer from any paper supplier's claims or demands for payment of any late payment interest, damages and litigation costs (e.g. attorney's fee). Handling fee is specified in Standard Price Calculation for Additional Services supplied with the quotation.

10. *Quantity:* Printer will deliver the quantities of Goods set out in the Order provided that, unless otherwise agreed, quantities of +/- 3% will constitute acceptable delivery. The final price invoiced and payable will be

amended to reflect the actual quantity delivered.

11. *Delivery:* Unless otherwise stated, the prices in the quotation are based on delivery to the address set out in the quotation. On delivery, risk and title in the Goods pass to Customer. Customer shall inspect the Goods on delivery and confirm receipt of the Goods in writing on delivery, and shall be deemed to have accepted the Goods if it has not notified Printer of any quality or quantity defects with 7 days of delivery. If requested by Customer, Printer may agree to place the Goods into storage which will be charged at Printer's standard rates. Any delivery dates in the Order are estimates only and time of delivery shall not be of the essence.
12. *Extra Costs:* Additional costs arising from changes made by Customer to the specifications set out in the quotation will be charged to Customer. Printer shall not be liable for any Customer's damage caused by delay in delivering by Customer digital files or other materials, items or other materials, paper, delivery of defective digital files or other materials, items or other materials, paper, or in inappropriate quantities, or digital files or other materials correction. In those cases Printer shall either make every effort to complete production on time, or specify the earliest possible due date for completion thereof, taking into account Printer's production capacity. If in either of such cases work in overtime is required or Printer incurs any other damage/costs, Printer may recover such damage/costs from Customer. Fee for press downtime caused by reasons attributable to Customer (e.g. delay in delivery of digital files or other materials, items or other materials, paper, delivery of defective digital files or other materials, items or other materials, paper or digital files or other materials correction) is specified in Standard Price Calculation for Additional Services supplied with the quotation. Printer may recover damage in excess of such fee.
13. *Invoicing and Payment:* Printer will submit invoices upon delivery of Goods or the Goods being placed into storage. Unless otherwise agreed payment in cleared funds will be made within 30 days of the date of the invoice. Late payment will entitle Printer to charge interest at 4% above the statutory interest rate for late payment in commercial transactions, calculated from date payment is due until the date of actual payment. If the quotation is in a currency other than Sterling, Euro or PLN, Printer will, unless otherwise agreed, invoice in PLN based on the sale exchange rate of the National Bank of Poland prevailing on the date on the invoice and Customer shall pay the amount of the invoice in PLN. In case the payment is to be made in foreign currency, the payment in any other currency is not permitted. Customer shall make payments due without any set off, counterclaim, discount or abatement.
14. *Quality Standards:* Printer will produce the Goods to the specifications and standards as set out in the Order and warrants that Goods will otherwise be of satisfactory quality. Printer's Quality Standards as supplied with the quotation will apply unless otherwise stated. All other warranties or conditions implied by statute or by common law, including conditions as to quality or fitness for any purpose, are hereby excluded to the fullest extent permitted by law. Customer acknowledges that it has not relied on any statement or representation made or given by Printer which is not set out in the Order.
15. *Liability.* Printer will not be liable for quality claims arising from defects in the copy, artwork or materials supplied by Customer or in proofs approved by Customer. Printer's liability for quality or quantity defects shall be limited, at Printer's option, either to rectify without delay such defects or to reduce the price by an amount proportionate to the missing or defective Goods.
16. *Limit of Liability:* Printer's total liability under the Order, whether in contract, tort, negligence, breach of statutory duty or otherwise, is limited to an amount equal to the net price (excluding VAT) for the Order, or, where the Order is for a series of publications, Printer's liability is, in respect of each publication, limited to an amount equal to the net price for that publication. Under no circumstances shall Printer be liable to Customer for lost profits or any indirect or other consequential losses suffered by Customer. Nothing in these Conditions of Sale shall exclude or limit liabilities to the extent it would be illegal to exclude or limit or to attempt to exclude or limit such liabilities.
17. *Indemnity*: Printer shall be indemnified by Customer in respect of any claims arising from any libelous matter or any infringement of copyright, patent or other rights contained in any material produced for Customer. Printer may refuse to print any material which in its opinion is or may be illegal, libelous or in breach of the rights of a third party.
18. *Customer supplied materials*: Customer warrants that all items or materials supplied by or on behalf of Customer for use by Printer comply will all applicable laws including but not limited to packaging, labeling and distribution laws, and do not infringe any third party right. Customer shall indemnify Printer in respect of any claim arising out any breach of this warranty. Printer may refuse to accept any item or materials supplied by or on behalf of Customer which it does not consider to comply with applicable laws, or may require Customer to supply evidence to its reasonable satisfaction of compliance with applicable laws prior to accepting such

item. Partial or earlier delivery of Customer items or materials requires prior consent of Printer. Items should be delivered in accordance with the "Inserts' delivery specification" and the "Walstead Central Europe Insert Booking System - User Manual " as supplied with the quotation or are available at : https://walstead-ce.com/en/about-us/our-standards/.

19. *Force Majeure:* Printer shall not be liable for any non-performance or improper performance of the Order, including, without limitation, for delay in completion of the production of the Goods or delay in delivery of the Goods, occasioned by, among other things, the Force Majeure Event. The "Force Majeure Event" means any event or circumstances beyond reasonable control of Printer, which prevent or hinder Printer from performing the Order, in whole or in part. The Force Majeure Events include, without limitation (and without necessity to produce additional evidence to prove them): Acts of God (e.g. flood, fire), military conflicts (e.g. war, military invasion or aggression), acts of authorities (e.g. sanctions, embargos and other restrictive measures), acts of terrorism, explosion, strike, riots, accident, blockage, epidemics, threat of epidemics (e.g. in connection with COVID-19), discontinuation, suspension or limitation of supplies of raw materials, electricity, natural gas, failure of machine, IT system, transportation means. Printer's obligations shall be suspended for the duration of the Force Majeure Event and for the time needed to resume by Printer the production of the Goods after cessation of the Force Majeure Event. After cessation of the Force Majeure Event, Printer will notify the Customer, without undue delay, of a new production schedule, which schedule shall reflect the then current production capacity of Printer and, to the possible extent, the Customer's expectations as to such schedule.
20. *Confidentiality:* Each party shall keep confidential all information identified as confidential, or which by its nature is confidential, and shall not copy, use or disclose any such information to any third part, other than as is necessary to comply with its obligations under the Order. This condition does not apply to information which is available to the public, which is lawfully in a party's possession prior to disclosure, or which is developed independent of the Order.
21. *Data protection:* Printer seriously treats its obligations imposed by the data protection legislation, including the GDPR. More information on these issues is available at Printer's website: https://walstead-ce.com/en/gdpr-rodo/. In connection with the Order, Customer, as a data controller, submits or otherwise discloses to Printer personal data. Customer ensures that it processes such personal data in compliance with the requirements imposed by the data protection legislation. Customer, amongst other, has provided data subjects with the relevant information. Customer has also obtained data subjects' consents necessary to allow Printer to perform its obligations under the Order, including, their informed and explicit consents to transfer personal data to third countries in order for the Goods to be delivered. Customer must create and permanently store back-ups of personal data. Customer and Printer shall enter into a separate data protection agreement with the terms and conditions more fully described in Article 28 of the GDPR. Such data protection agreement applies also to the above contemplated Customer's warranties and obligations. In the case of addressing, the files should be sent in accordance with the Printer's specification: "Preparation of address databases" as supplied with the quotation or are available at : https://walstead-ce.com/en/about-us/our-standards/.
22. *Suspension:* Printer may suspend the production of the Goods, or delivery of the finished Goods, if (i) Customer commits a breach of these terms or the Order (whether produced or delivered under the related Order or unrelated Order); or (ii) Customer becomes, or appears likely to become, insolvent. In that events Printer shall specify the dates when its obligations shall be performed taking into account Printer's production capacity.
23. *Assignment:* Customer shall not assign the Order without the prior written consent of Printer.
24. *Final Provisions:* The Order and these Conditions of Sale shall be governed by the laws of Poland and all disputes shall be settled by the courts of Krakow, Poland, competent due to Printer's registered office. The "United Nations Convention on Contracts for the International Sale of Goods" is excluded. All notices shall be in English language. The invalidity of any provision shall not affect the validity of the remaining provisions. Any amendments to these Conditions of Sale and to the Order shall only be valid if made in writing. All rights and remedies granted to Printer under these Conditions of Sale or the Order are without prejudice to any other rights and remedies which Printer may have in accordance with the applicable law. Clauses 9, 15-19 shall survive any termination, repudiation or expiration of the contractual relationship. This rule shall apply also to any other clauses of these Conditions of Sale if and to the extent it is justified by their nature. Walstead Kraków Sp. z o.o. possesses a status of a large enterprise as this term is defined in the Polish Act of 8 March 2013 r. on Counteracting Excessive Late Payments in Commercial Transactions (uniform text published in Official Gazette 2022.893 of 2022.04.25, as further amended).