

GENERAL COMMERCIAL TERMS AND CONDITIONS

(hereinafter referred to as the “**General Terms and Conditions**”)

of Optical Disc Mastering spółka z o.o. (hereinafter referred to as “**ODM**”) with its registered office in Warsaw, ul. Jagiellońska 82, 03-301 Warsaw, KRS 0000446039, NIP 524-27-56-419

1. The General Terms and Conditions define the rights and obligations of the Parties to the contract for the execution of the matrices at ODM on behalf of the contracting authority (hereinafter referred to as the “**Contracting Authority**”).
2. The Contracting Authority declares that the design and the data provided to perform the services do not infringe the copyrights or other third party rights, including registered or unregistered trademarks, rights to the image, or personal rights of other persons or entities, and represents that it shall bear full responsibility on the above mentioned accounts.
3. The Contracting Authority represents that the design and the data provided to manufacture the matrix do not violate the law in terms of content prohibited by Polish law.
4. The Contracting Authority represents that the production of the matrix will not give rise to any obligation on the part of ODM to pay for the use of third party rights.
5. The rights of the Contracting Authority under warranty and statutory warranty for defects in services purchased at ODM are governed by the provisions of the Civil Code, whereby the liability of ODM under the warranty and statutory warranty shall be limited to the net value of the service performed, and the liability of ODM for loss of expected benefits by the Contracting Authority shall be excluded.
6. The Contracting Authority, being a consumer, acknowledges that on the basis of Article 38(3) of the Consumer Rights Act of 24 June 2014 (Journal of Laws of 2020, item 287, as amended) the right of the Contracting Authority to withdraw from a remote contract shall be excluded, as the services ordered from ODM are services with properties specified individually by the Contracting Authority.
7. Due to the individual nature of the service, cancellation of the order by the Contracting Authority shall be possible only with the consent of ODM, and it shall assess whether there exists an actual possibility of suspending the order execution without the risk of incurring significant losses.
8. Placing an order under the conditions of the Matrix Production Contract existing between the Parties shall mean, unless ODM immediately raises objections or submits comments to the content of the order, that the Parties are bound by this order.
9. The Contracting Authority shall not be entitled to withhold remuneration or any part of it for possible penalties or to claim damages from ODM.
10. ODM shall have the right to refuse to provide the service or stop production if it is found that materials received for production violate third party rights, include content prohibited by Polish law, contain illegal copying codes, illegal product additions, or illegal compilations.

11. ODM may be released from liability for non-performance or improper performance of the order if this was caused by an event which the Parties could not have foreseen or prevent despite exercising due diligence (Force Majeure).
12. The General Terms and Conditions form an integral part of the Matrix Production Contract, and placing an order by the Contracting Authority shall each time mean that the General Terms and Conditions have been accepted.
13. In matters not provided for in these General Terms and Conditions, the provisions of the Polish law shall apply, in particular the provisions of the Civil Code.
14. Any disputes arising between the Contracting Authority and ODM should be resolved by way of negotiations, and in the absence of agreement, the court having jurisdiction over the registered office of ODM shall resolve the disputes.
15. ODM reserves the right to amend the General Terms and Conditions for important technical, legal or organisational reasons. An amendment to the General Terms and Conditions shall take effect on the date stated in their content as the effective date, provided that they are published on the ODM website and that the Contracting Authority is informed thereof by e-mail. Orders placed by the Customers before the entry into force of the amendments to the regulations shall be executed according to the existing provisions of the General Terms and Conditions.
16. These General Terms and Conditions shall apply from November 2020

Warsaw, 30 October 2020