

## GENERAL TERMS AND CONDITIONS

### TARCZYŃSKI S.A.

#### 1. DEFINITIONS

- 1.1. **CUSTOMER** – TARCZYŃSKI Spółka Akcyjna with its registered office in Ujeździec Mały 80, 55–100 Trzebnica, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under KRS [company registration number]: 0000225318, NIP [tax identification number]: PL9151525484, share capital: PLN 11,346,936 fully paid-up, BDO [waste database registration number]: 000113279, having the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions;
- 1.2. **SUPPLIER/SELLER** - an entity with which the CUSTOMER has concluded an Agreement to which GPT apply;
- 1.3. **GPT or General Procurement Terms** - these general procurement terms;
- 1.4. **Agreement** - any agreement concluded between the CUSTOMER and the SUPPLIER/SELLER, the subject-matter of which is the sale or delivery, or the sale and delivery of the Goods by the SUPPLIER/SELLER to the CUSTOMER; the Agreement shall mean in particular the Framework Agreement and the Single Agreement;
- 1.5. **Framework Agreement** - an agreement defining the rules of cooperation between the Parties, under which the SUPPLIER agrees to manufacture and deliver the Goods to the CUSTOMER or under which the SELLER agrees to sell the Goods to the CUSTOMER, under which and in the performance of which Orders may be placed and Contracts concluded;
- 1.6. **Unit Agreement** - a Unit Agreement shall mean a Contract or an Order;
- 1.7. **Contract** - an agreement for the delivery of a specific amount of dedicated Goods, at a fixed price, at a specific time, in accordance with the agreed schedule;
- 1.8. **Order, Orders** - whenever GPT or the Agreement refers to an Order or Orders, it should be understood as an Order placed in accordance with Section 3 of GPT;
- 1.9. **Party, Parties** - SUPPLIER/SELLER or CUSTOMER, respectively, or jointly SUPPLIER/SELLER and CUSTOMER;
- 1.10. **Goods** - the subject-matter of the Agreement in the amount indicated in its content;
- 1.11. **SUPPLIER/SELLER's email address** – email address of a person authorized by the SUPPLIER/SELLER indicated in the Framework Agreement for the purposes of the Agreement;
- 1.12. **CUSTOMER's email address** - the email address of the person authorized by the CUSTOMER indicated in the Framework Agreement for the purposes of the Agreement;
- 1.13. **Business day, business days** - a day that is Monday, Tuesday, Wednesday, Thursday or Friday, except for public holidays in Poland;

#### 2. SCOPE OF APPLICATION

- 2.1. GPT shall be applicable to each Agreement to the extent not regulated in its content or in the Order, excluding any other contractual templates used by the SUPPLIER/SELLER.
- 2.2. To the extent not regulated in GPT, the INCOTERMS conditions indicated in the Agreement or Order (if any) shall apply.
- 2.3. In the event of a conflict between the provisions of the Order or Agreement and the provisions of GPT, the provisions of the Order or Agreement shall prevail.
- 2.4. The CUSTOMER shall have the right to make amendments to GPT. In the event of amendments to GPT. The CUSTOMER shall inform the SUPPLIER about this by sending the consolidated text of GPT to the SUPPLIER's email address or the SELLER's email address. Any amendment to GPT shall come into force within 30 days of sending GPT to the SUPPLIER/SELLER.
- 2.5. Any amendments to the terms of delivery and terms of payment in relation to the conditions set out in GPT, Order or Agreement or Framework Agreement shall require the explicit prior approval of the CUSTOMER, unless GPT, Order or Agreement, or Framework Agreement or mandatory provisions of law require a written or other detailed form for acceptance by the CUSTOMER.

#### 3. PLACING ORDERS

- 3.1. Orders for Goods shall be placed by the CUSTOMER by email from the CUSTOMER's email address to the SUPPLIER's/SELLER's email address. Order confirmations (statements of acceptance of the Order) and

statements of rejection of the Order shall be sent from the email address of the SUPPLIER/SELLER to the email address of the CUSTOMER.

- 3.2. The SUPPLIER/SELLER agrees to confirm the Order placed by the CUSTOMER within:
    - 3.2.1. 6 hours from the moment of its placing, but no later than 6 pm on the business day on which the Order was placed, if the Order was placed by 12 pm;
    - 3.2.2. by 12 pm on the working day following the day on which the Order was placed, if the Order was placed after 12 pm.

In the event that the SUPPLIER/SELLER fails to confirm or reject the Order in the manner and within the deadline specified in Section 3.2. (3.2.1. and 3.2.2.), it is considered that the SUPPLIER/SELLER accepted the Order without reservations (the so-called tacit consent).
  - 3.3. The SUPPLIER/SELLER shall be obliged to deliver the Goods in the amount and on the date indicated in the Order and to the place indicated therein (or: in the amount and on the date indicated in the Order confirmation, subject to Section 3.5.).
  - 3.4. The date and time for the execution of the Order shall be considered by the Parties as the date and time as agreed in the Order or in the SUPPLIER's/SELLER's statement of acceptance of the Order.
  - 3.5. If the SUPPLIER's/SELLER's statement of acceptance of the Order contains essential terms and conditions of the Order other than those specified in the Order, the CUSTOMER shall be entitled to cancel the Order by email, by submitting a statement of cancellation of the Order, to the SUPPLIER's/SELLER's email address, within 24 hours from the moment of receipt of a statement of acceptance of the Order.
  - 3.6. The Order should contain at least:
    - 3.6.1. name of the Goods,
    - 3.6.2. quantity of the Goods,
    - 3.6.3. delivery date, subject to Section 3.7.,
    - 3.6.4. place of delivery,
    - 3.6.5. price, unless the price has been specified in the Framework Agreement or in the price list attached to the Framework Agreement (then the price indicated in such a relevant document shall apply).
  - 3.7. The Order may not specify the delivery date if, instead of specifying the delivery date, it contains an indication of the period during which the SUPPLIER/SELLER shall be obliged to store the Goods on its own, on its own behalf and for its own account.
  - 3.8. In the event that the Parties decide to conclude the Contract as part of the performance of the Framework Agreement, the rules for placing Orders and the rules for their delivery (in particular the schedule for acceptance of the Goods) shall be specified directly in the content of the Contract or in an appendix thereto.
- 4. DELIVERIES**
- 4.1. The delivery shall occur in accordance with the provisions of the Agreement. In the event that the Agreement does not specify the terms of delivery, the INCOTERMS Ujazdec Mały or Bielsko-Biała shall apply.
  - 4.2. The Goods should be packed in such a way that they are not damaged, disturbed, contaminated and maintain proper quality during transport, unloading and during the storage period preceding the moment of using or processing the Goods by the CUSTOMER.
  - 4.3. Detailed quality requirements/standards of the CUSTOMER regarding deliveries and packaging of the Goods, which the SUPPLIER/SELLER shall be obliged to comply with, are included in the appendix to the agreement. Change of the above standards shall not require the consent of the SUPPLIER/SELLER and shall occur by the CUSTOMER providing the SUPPLIER/SELLER with information about the access to the above-mentioned CUSTOMER's website, new rules for packing the Goods.
- 5. GOODS EXAMINATION AND REQUIRED DOCUMENTS**
- 5.1. The CUSTOMER reserves the right to test the SUPPLIER's/SELLER's Goods once a year in an independent laboratory using an accredited method for GMO content. Notwithstanding the foregoing, the CUSTOMER shall be entitled to order additional microbiological and physicochemical tests to be performed by independent laboratories using an accredited method twice a year. The costs of testing the Goods shall be borne by the SUPPLIER/SELLER. Notwithstanding the foregoing, the CUSTOMER shall be entitled to carry out additional tests of the Goods at its own expense (except for tests that must be carried out under mandatory regulations, the cost of which the CUSTOMER may each time charge the SUPPLIER/SELLER, unless it is contrary to these regulations).

- 5.2. The SUPPLIER/SELLER shall be obliged to provide all attestations, certificates, declarations of conformity, tests and other necessary or legally required documents for each delivered batch of the Goods no later than at the time of delivery. The documents referred to in the previous sentence may be sent to the email address: [zakupy@tarczynski.pl](mailto:zakupy@tarczynski.pl) before the delivery date. Lack of the required documents shall entitle the CUSTOMER to refuse to accept the delivery of the Goods. If any of the documents referred to in the first sentence expires (or is about to expire), in particular as a result of the expiry of the period for which such a document was issued, the SUPPLIER/SELLER shall be obliged to provide the CUSTOMER with a new, valid document no later than 7 days before the expiration date of a given document.
- 5.3. Notwithstanding the provisions of Section 5.2, the CUSTOMER shall have the right to request all necessary documents regarding the Goods, and the SUPPLIER/SELLER shall be obliged to deliver them within 7 days from the date of sending the request from the CUSTOMER's email address to the SUPPLIER's/SELLER's email address - and in urgent cases (e.g. in the event of an audit at the CUSTOMER), immediately, and in any case no later than the end of the day on which the request to send the documents was submitted to the SELLER/SUPPLIER. The requested documents should be sent to the following address: [zakupy@tarczynski.pl](mailto:zakupy@tarczynski.pl).
- 5.4. The CUSTOMER reserves the right to audit the SUPPLIER/SELLER. The audit may be unannounced or occur on a predetermined date.
- 6. COMPLAINTS, RETURN OF GOODS**
- 6.1. The CUSTOMER shall have the right to submit a complaint and to return or refuse to accept the Goods, in particular:
- 6.1.1. if the Goods do not meet the quality requirements (in particular, when they do not meet the CUSTOMER's specifications, standards or other indications of the CUSTOMER, and if the Agreement does not specify the specifications or other requirements, the CUSTOMER's standards do not apply or in the absence of other indications of the CUSTOMER - when they do not meet the requirements which the Goods of a given type should meet in order to be suitable for use by the CUSTOMER), or
- 6.1.2. if the Goods do not meet the quantitative requirements, or
- 6.1.3. if the delivery of the Goods was delayed or
- 6.1.4. in the event that the SUPPLIER/SELLER fails to meet the obligations referred to in Section 5.2 first sentence, or
- 6.1.5. in the event of other non-compliance of the Goods with the Agreement.
- 6.2. Quantity complaints or complaints regarding the delivery date shall be submitted on the delivery confirmation to the carrier or to the SUPPLIER's/SELLER's email address within 48 hours from the moment of delivery of the Goods to the CUSTOMER.
- 6.3. The CUSTOMER shall not be obliged to inspect the Goods after their delivery, including for any defects or compliance with the specification (quality complaints). The CUSTOMER shall inspect the Goods during the inspection accompanying the production process, at the latest at the time of using or processing the Goods in the CUSTOMER's activity. The CUSTOMER may examine the quality of the Goods, in particular at the time of acceptance of the Goods, or at any time thereafter at its own discretion
- 6.4. In the event of detecting a defect in the Goods, including a quality defect consisting in particular in non-compliance of the Goods with the CUSTOMER's specification, requirements, standards or other indications of the CUSTOMER, the CUSTOMER shall inform the SUPPLIER/SELLER of this fact upon receipt of the Goods or by email sent to the email address of the SUPPLIER/SELLER no later than within 48 hours on working days from the moment of using or processing the Goods within the CUSTOMER's activity.
- 6.5. In the event of detecting a defect in the Goods or quality deficiencies or delay in delivery, the CUSTOMER may:
- 6.5.1. demand immediate and free remedy of defects or replacement of defective Goods, as well as demand reimbursement of all additional costs incurred thereby (the SUPPLIER/SELLER shall be obliged to collect the defective Goods at its own expense; if the Goods cannot be returned, the CUSTOMER shall dispose of the defective Goods at the expense of the SUPPLIER/SELLER unless the deterioration of the Goods being an agricultural or food product occurred in the CUSTOMER's facilities or after the transfer of ownership of such Goods to the CUSTOMER for reasons not attributable to the SUPPLIER/SELLER); or
- 6.5.2. demand an appropriate price reduction and

- 6.5.3. regardless of the authorizations indicated in Sections 6.5.1 and 6.5.2. - at the discretion of the CUSTOMER, charge the SUPPLIER/SELLER with the cost of man-hours for the service of removing the contaminated Goods in the amount of PLN 100 (one hundred zlotys) net per hour.
- 6.6. The SUPPLIER/SELLER shall be obliged to respond to each complaint submitted by the CUSTOMER (consider the complaint) within no more than 48 hours from the moment of receipt by the SUPPLIER/SELLER of the statement about the defects found. The SUPPLIER/SELLER, responding to the CUSTOMER's complaint, should specify the date of delivery of non-defective Goods, no later than within 48 hours on working days from the moment of responding to the complaint.
- 6.7. If the SUPPLIER/SELLER exceeds the deadline specified in Section 6.6. above for consideration of the complaint and delivery of non-defective Goods or in the event of a delay in delivery exceeding 48 hours, the CUSTOMER shall have the right to refuse to accept the Goods and purchase the Goods from a third party. In this case, the SUPPLIER/SELLER shall be obliged to pay compensation to the CUSTOMER in the amount constituting the difference between the justified and documented cost incurred by the CUSTOMER in connection with the purchase of the Goods and their transport from third parties and the purchase price of the Goods that the CUSTOMER would be obliged to pay for the same amount of the Goods to the SUPPLIER/SELLER, calculated in accordance with the provisions of the Agreement. The liability described above shall be independent of any contractual penalties.
- 7. FINANCIAL SETTLEMENTS**
- 7.1. The SUPPLIER/SELLER shall invoice the CUSTOMER as indicated by the payer in the Framework Agreement or the Order, according to the value of individual correctly and timely deliveries.
- 7.2. The invoice shall contain the bank account number of the SUPPLIER/SELLER.
- 7.3. The SUPPLIER/SELLER shall issue and send an invoice to the CUSTOMER not earlier than on the first working day following the date of delivery of the Goods (or a given batch of Goods) to the CUSTOMER, to the following email address:
- 7.3.1. [efaktury@tarczynski.pl](mailto:efaktury@tarczynski.pl) - only if the SUPPLIER/SELLER and the CUSTOMER conclude a separate agreement regarding the electronic invoicing; or
- 7.3.2. [kancelaria@tarczynski.pl](mailto:kancelaria@tarczynski.pl) - only if the SUPPLIER/SELLER and the CUSTOMER have not concluded an agreement on the electronic invoices circulation.
- 7.4. A correct invoice should contain data consistent with the facts, i.e. the correct quantity - consistent with the Delivery Note document (i.e. an external document), price, name and index of the CUSTOMER and information on the Order date.
- 7.5. Payment shall be made in the currency indicated in the Framework Agreement or Contract or Order. Possible exchange rate risk shall be borne by the SUPPLIER/SELLER.
- 7.6. The date of payment shall be the day of debiting the CUSTOMER's bank account.
- 7.7. The SUPPLIER/SELLER agrees to mutual offsetting of due claims, in the first place, including those resulting from commercial agreements and contractual penalties.
- 7.8. In the event of:
- 7.8.1. the CUSTOMER finding defects in the delivered Goods or
- 7.8.2. quantitative deficiencies, or
- 7.8.3. incorrect data in the invoice covering the price due to the SUPPLIER/SELLER for the delivered Goods - The SUPPLIER/CUSTOMER shall be obliged to issue a correcting invoice within 72 hours from the moment of from the moment of receiving a request to correct it from the CUSTOMER. The maturity of the entire amount due for the delivery covered by a given invoice shall be suspended until a correctly issued invoice is delivered to the CUSTOMER, or until the defects of the Goods are remedied or the same quantity of non-defective Goods is delivered instead of the defective Goods, or the correct quantity of Goods is delivered.
- 7.9. Taxes, other public law fees and fees incurred in connection with commissioning waste management to an entrepreneur operating in the field of waste recovery and recycling (recovery organization) shall be part of the price of the Goods. The SUPPLIER/SELLER represents that it is a party to the agreement on joining a recovery organization.
- 7.10. Payments shall be made on dates consistent with the provisions of the Act of November 17, 2021 on counteracting the unfair use of contractual advantage in trading in agricultural and food products or the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (if they apply for a given Agreement).



## **8. FORCE MAJEURE**

- 8.1. Force majeure shall mean circumstances of insurmountable force, including wars, blockades, rebellions, mass riots, epidemics, landslides, earthquakes, lightning, civil disturbances or their threat, explosions beyond the control of the Parties, impossible to predict and impossible to overcome by either Party with due diligence. Events concerning only one of the Parties, such as power outages, breakdowns, road accidents, non-performance of the contract by subcontractors, shall not constitute force majeure. Restrictions introduced in connection with the COVID-19 epidemic, the effects of military operations conducted in Ukraine, as well as other unusual external events may constitute force majeure only to the extent that the Parties did not know or could not foresee them at the time of concluding the Agreement, scheduling acceptance or additional Orders.
- 8.2. In the event of force majeure preventing the performance of obligations under the Agreement, each Party shall be obliged to immediately notify the other Party of the occurrence of force majeure in order to take actions aimed at the fullest performance of obligations under the Agreement, despite the occurrence of force majeure. In the event of the implementation of the above obligation during force majeure, the Agreement or a particular Unit Agreement or Order may be temporarily not performed, but immediately after the end of the force majeure, each Party shall be obliged to immediately return to the performance of its obligations under the Agreement.
- 8.3. The mere impediment in the performance of the obligation or the mere loss or partial loss of the profitability of the performance of the obligation shall not be a circumstance justifying the Party's invoking force majeure or limiting the Party's liability, even if this impediment or loss of profitability are related to an event constituting force majeure.
- 8.4. The application of Article 357(1) of the Civil Code shall be excluded.

## **9. CONFIDENTIAL INFORMATION**

- 9.1. The SUPPLIER/SELLER agrees to keep secret and not to transfer, disclose or use any information obtained in connection with the conclusion of the Agreement or its performance, including in particular trade secrets, technical data and technological secrets and secrets regarding the CUSTOMER's enterprise, as well as contractors and other entities related to the CUSTOMER organizationally or financially, including in particular the content of the Agreement and correspondence between the Parties recorded in any form on any media and any information regarding the Goods.
- 9.2. In the case of using third parties in the performance of the Agreement, the SUPPLIER/SELLER shall oblige such third parties to maintain the confidentiality of confidential information under the terms set out above.
- 9.3. The obligations of the SUPPLIER/SELLER referred to above shall be unlimited in time and shall be binding also after the end of cooperation with the CUSTOMER.
- 9.4. In the event of a breach of the above provisions, the SUPPLIER/SELLER shall bear full responsibility towards the CUSTOMER.
- 9.5. The CUSTOMER is a public company, therefore the CUSTOMER shall be obliged to publish various types of current, periodic and confidential information including reports (which may include information about the conclusion of the Agreement, details of the SUPPLIER/SELLER, etc.). By accepting the offer or concluding the Agreement, the SUPPLIER/SELLER confirms that such action shall not constitute a breach of the obligations of the Parties and shall not require the consent of the SUPPLIER/SELLER.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. If for the performance of the Order or Contract or Agreement it is necessary for the CUSTOMER to provide a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights or to use a trademark within the meaning of the Act of 30 June 2000 Industrial Property Law, the CUSTOMER shall grant the SUPPLIER/SELLER a non-exclusive license to use this work or mark in order to perform the Agreement, Order or Contract in the fields of exploitation indicated in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights or under the terms set out in Article 163 of the Act of 30 June 2000, Industrial Property Law, as part of the remuneration under the Agreement.
- 10.2. The SUPPLIER/SELLER shall be entitled to refer to the fact of cooperation with the CUSTOMER or the use of the CUSTOMER's trademark only if so agreed in the Agreement. Otherwise, it shall require the prior consent of the CUSTOMER, given in writing under pain of nullity.

## **11. PERSONAL DATA PROCESSING**

11.1. The SUPPLIER/SELLER agrees to fulfill, on behalf of the CUSTOMER, to all persons whose personal data it provides to the CUSTOMER in connection with the performance of the Agreement, information on the processing of their personal data by the CUSTOMER and shall bear full responsibility in this respect. The content of information on the personal data processing, which the SUPPLIER/SELLER agrees to provide, is attached as Appendix No. 1 to GPT.

**12. DURATION AND TERMINATION OF THE AGREEMENT**

12.1. Without prejudice to the rights under the Agreement, the CUSTOMER may terminate the Agreement with immediate effect in the event of gross breach of the provisions of the Agreement by the SUPPLIER/SELLER, in particular in the case of:

12.1.1. delays in the execution of deliveries resulting from Orders or the Contract;

12.1.2. two consecutive deliveries with quality defects or quantity shortages.

12.2. The Parties agree to make mutual settlements by the last day of the Agreement, and in the event of its termination without notice - within 14 days from the date of its termination, regardless of the payment dates resulting from the invoices of the SUPPLIER/SELLER.

**13. FINAL PROVISIONS**

13.1. Communication between the Parties related to the performance of the Agreement shall occur in the following forms: in writing, by email, by authorized persons, i.e. to the email address of the SUPPLIER/SELLER and the email address of the CUSTOMER.

13.2. To the extent not covered by GPT and the Agreement, the provisions of Polish law, in particular the provisions of the Polish Civil Code, shall apply. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation on the International Sale of Goods shall be excluded.

13.3. The Parties shall endeavor to settle any disputes through mutual negotiations. In the absence of an agreement between the Parties, the Polish court having jurisdiction over the CUSTOMER shall be the competent court to hear the dispute.

13.4. If one or more provisions of GPT or the Agreement are or become invalid or ineffective, this shall not affect the validity or effectiveness of their remaining provisions. In place of the invalid or ineffective provision, the provision of GPT or the Agreement, which is closest to achieving the goal assumed by the Parties, shall apply.

13.5. The SUPPLIER/SELLER may not, without the written consent of the CUSTOMER, transfer claims arising from the Agreement to third parties.

13.6. The following appendixes shall be an integral part of GPT:

13.6.1. Appendix No. 1 – Information clause of the CUSTOMER.

Appendix No. 1 – Information clause of the CUSTOMER

**INFORMATION ON THE PERSONAL DATA PROCESSING**

**BY TARCZYŃSKI S.A.**

1. Please be advised that the Controller of personal data of our business partners (contractors, subcontractors), their representatives/employees/associates and other persons - provided to us as part of cooperation/performance of contracts (hereinafter: **"Data"**) is TARCZYŃSKI Spółka Akcyjna with its registered office in Ujeździec Mały 80, 55-100 Trzebnica (hereinafter: **"Controller"**).
2. The Controller can be contacted by mail at the address given in Section 1 above, by phone at (71) 312 12 83 or by sending a message via the contact form available at <https://tarczynski.pl/kontakt>.
3. The Controller has appointed a Data Protection Officer who can be contacted at the following email address: [iod@tarczynski.pl](mailto:iod@tarczynski.pl)
4. The Controller may process in particular the following Data: identification data; contact details; data on the job position and professional qualifications; other data provided to the Controller in connection with cooperation or contact.
5. The data has been provided to the Controller by its contractor or comes from publicly available sources.
6. The data shall be processed in order to:
  - a) establishing cooperation and concluding and implementing a contract between the Controller and a business partner  
– the legal basis for the processing of Data belonging directly to the business partner shall be Article 6(1)(b) GDPR, and in the case of Data of a business partner's representative, the basis for processing shall be Article 6(1)(f) GDPR, where the Controller's legitimate interest shall be the need to ensure proper performance of the agreement;
  - b) fulfillment of legal obligations incumbent on the Controller, in particular accounting and tax obligations  
– the legal basis for data processing shall be Article 6(1)(c) GDPR, in connection with specific provisions imposing the obligation of a specific action.
  - c) implementation of other legitimate interests of the Controller, which should be understood as:
    - marketing of the Controller's products and services;
    - fulfillment of the Controller's internal administrative purposes;
    - determination, pursuing and defense against possible claims;
    - the legal basis for the processing shall be Article 6(1)(f) GDPR.
7. Data recipients may be the Controller's business partners and other entities supporting the Controller in the organization of work, marketing, handling correspondence, providing advisory/legal services and ensuring support and operation of tools and IT systems - to the extent necessary to achieve the above-described purposes of Data processing.
8. Personal data shall be stored by the Controller until the concluded agreement is performed, rising objections to the processing of Data based on a legitimate interest, performance of obligations imposed by law or limitation of claims - depending on which of these periods is longer.
9. As a rule, data shall be processed within the European Economic Area (EEA). However, exceptionally, it may be transferred to our partners who process it outside the European Economic Area (EEA), but only to the extent necessary, related to our cooperation with these partners. Personal data shall be transferred to countries for which the European Commission has issued a decision stating an adequate level of protection, and in the event of its lack, security shall be ensured by appropriate safeguards, including standard contractual clauses approved by the European Commission. At the same time, we strive for our partners to also ensure an appropriate level of personal data protection.  
You can obtain a copy of the protection of personal data transferred outside the EEA by contacting the Controller or the Data Protection Officer.
10. Each person whose Data is processed shall have the right to request access to the Data, including the right to obtain a copy of this Data, to request its rectification, deletion or limitation of processing, to object to its

processing, to transfer it, as well as the right to lodge a complaint to the President of the Office Personal Data Protection - under the terms resulting from the law.

11. Providing Data shall be voluntary, but necessary for the implementation of cooperation between the Controller and its business partner.
12. The data shall not be processed by us for automated decision-making or profiled.