



GERMANIA MINT

Poland, Jelenia Góra, 01 July 2021

GENERAL TERMS AND CONDITIONS OF ORDER (GTC)

§ 1. General provisions

1. The General Terms and Conditions of Order (hereinafter GTC) shall apply to orders accepted for execution by Germania Mint Packaging Sp. z o.o. (heretofore Kurowski Group Sp. z o.o.).
2. The Supplier is Germania Mint Packaging Sp. z o.o. based in Jelenia Góra, Aleja Wojska Polskiego 21, entered into the Register of Entrepreneurs kept by the District Court for Wrocław Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under the KRS number 0000790732.
3. The Customer may be a natural person conducting economic activity and placing an Order at the Supplier for purposes directly related to that economic or professional activity, legal person and organizational unit without legal personality.
4. GTC shall apply to the Supplier and the Customer.
5. The GTC shall apply to all orders carried out by the Supplier, both those resulting from regular commercial contracts and individual orders.
6. Any amendments or deviations from the GTC during the performance of the Order require written form and acceptance by both parties under pain of nullity.

§ 2. Definitions

The abbreviations and terms used in this document shall mean respectively:

Acceptance of sheet for printing or technical drawing – acceptance by the Customer of a digital preview of a print sheet, cutting lines and print refinements sent by the Supplier in the form of a pdf file, necessary to start the production of packaging.

Supplier – Germania Mint Packaging Sp. z o.o. (heretofore Kurowski Group Sp. z o.o.).

Working day - one day from Monday to Friday excluding public holidays in the Supplier's country (Poland). The Supplier may include public holidays in the country of the Customer, if he is informed thereof at the time of placing the Order.

Key Account Manager (KAM) – the Customer's commercial assistant in constant contact with the Customer with respect to the company's current offer, who can accept the Order in the same way as the Project Manager (PM).

Entrusted coins - coins and other numismatic items (medals, bars, etc.) provided by the Customer for assembly in packaging by the Supplier.

Quantitative and qualitative acceptance - all activities performed by the Customer aimed at ascertaining compliance of the quantity and quality of the articles delivered by the Supplier with the shipping documentation and the Order, as well as standards, technical conditions and other arrangements concerning the quality of such articles. The place of quantitative and qualitative acceptance is the Customer's warehouse.

Packaging - blisters, folders, albums, boxes and other forms of packaging designed to contain coins or other numismatic items produced by the Supplier, being the subject of orders placed by the Customer.

GTC - General Terms and Conditions for the Execution of Orders.

Plastic inlet - a diestamping for a coin or a cap made of soft plastic, being an integral part of most packages, assembled in the package by the Supplier or prepared for self-assembly by the Customer.

Semi-finished product - packaging partially assembled by the Supplier, prepared for final assembly by the Customer.

Finished product - packaging completely assembled at the Supplier's (including also glued-in plastic inlets and optionally also coins).

Germania Mint Packaging Sp. z o.o., Aleja Wojska Polskiego 15, 58-500 Jelenia Góra, Poland, www.germaniamint.com, office@germaniamint.com, tel.: +48 75 64 523 00

Germania Mint Packaging Sp. z o.o. z siedzibą w Jeleniej Górze jest wpisana do Rejestru Przedsiębiorców prowadzonego przez Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, IX Wydział Gospodarczy. KRS 0000790732, REGON 383634245, NIP PL 6112801866. Kapitał zakładowy 5 000 PLN został opłacony w całości.

Germania Mint Packaging Sp. z o.o. based in Jelenia Góra is entered in the Register of Entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. KRS 0000790732, REGON 383634245, VAT ID PL 6112801866. Share capital 5 000 PLN was paid in full.



GERMANIA MINT

Project Manager (PM) – the Customer's assistant coordinating the execution of his orders.

RO – document confirming the number, price and declared delivery date of ordered products.

Force Majeure - any event of extraordinary nature, unforeseen and beyond the control of the parties to the agreement, occurring after the conclusion of the agreement and making it impossible to perform the agreement in its current form, in particular it concerns: war, natural disasters, blockade, embargo and other international sanctions, epidemics.

Completion date - the date of execution of the subject matter of the agreement, as declared by the Supplier, counting from the date of acceptance of the printing sheet or the technical drawing by the Customer.

File verification - verification by the Supplier of compliance of the Customer's graphic designs with the requirements specified in the design guidelines.

Order - the Customer's declaration of will made using the Order Form and aiming directly at concluding a sale agreement of the subject of the order with the Supplier.

Customer - a natural person conducting economic activity and placing an Order at the Supplier for purposes directly related to that economic or professional activity, legal person and organizational unit without legal personality, placing an Order with the Supplier.

§ 3. Placing Orders

1. Orders shall be accepted only on the Order Form sent electronically together with all necessary annexes to the registered mailbox of KAM or PM with a copy to sales@germaniamint.com
2. The Order Forms shall be annexes hereto respectively:
[Annex no. 1 – Order form for blisters](#)
[Annex no. 2 – Order form for other packages](#)
3. Orders shall be accepted for execution on working days between 07:00 and 15:00 (CET). Orders placed outside these hours shall be accepted for execution on the next working day following their placement.
4. The acceptance of the Order shall be confirmed each time by sending feedback to the Customer in the form of an e-mail message containing the attached RO document.
5. In the event that the Customer needs to supplement the information or files necessary for the correct execution of the Order, the Customer shall receive feedback with a request to supplement the missing information.
6. The Customer shall be obliged to provide at least three coins or caps (respectively three sets of coins or caps) in order to measure them for the purpose of making tools for producing plastic inlets before placing the Order.
7. In the event that the Customer is behind with payment for orders previously completed by the Supplier, payments made by the Customer, regardless of the indications, shall be credited towards outstanding amounts.
8. The Supplier shall reserve the right to withhold goods produced under current orders until payment has been made by the Customer, and/or to refuse to accept further orders until outstanding amounts are paid, and to make performance of further orders conditional on prepayment.
9. In the event of cancellation or amendment of the Order by the Customer after its confirmation by the Supplier, the Customer shall be obliged to cover the costs incurred by the Supplier in connection with the processing of the Order until receipt of information on amendment/cancellation.
10. By accepting an Order, the Supplier shall declare that it has the financial and technical resources enabling timely completion of the Order.

§ 4. Graphic design

1. The Supplier shall carry out orders using graphic designs provided by the Customer or prepared in their own



GERMANIA MINT

design studio.

2. The Customer shall be obliged to provide legal and compliant with applicable regulations:
 - a) materials for designing by the Supplier or
 - b) own graphic designs in accordance with the design guidelines available on the Supplier's website at [Guidelines for preparing graphic files](#)
3. Within 3 working days from receiving the graphic designs, the Supplier shall notify whether the received materials are complete and in accordance with the said guidelines. Before placing an official Order, the Supplier advises the Customer to send the design to KAM or PM in order to check and confirm its feasibility.
4. Any deviations in the prepared designs that can be removed by the Supplier himself shall be corrected free of charge. In any other case, the Supplier shall return the design to the Customer in order to make the necessary corrections or shall agree with the Customer on the scope of necessary changes and the cost of performing such a service.
5. In case of orders, in which preparation of new graphic designs by the Supplier is an integral part, the Customer shall be obliged to provide files necessary for design preparation, e.g.: contents, images, photos, fonts, etc. The Supplier shall recommend presenting a general vision of the ordered design. The Supplier shall guarantee that two corrections of the prepared graphic design will be made free of charge upon the Customer's request; subsequent corrections will be charged extra, and the cost of such service shall be the subject of separate arrangements between the Customer and the Supplier.
6. The fee for the design service shall be charged irrespective of the Customer's decision to use this design for printing.
7. In case of orders, which also include coin mounting, the Customer shall be obliged to cooperate with the Supplier - i.e. to provide their images, guidelines for mounting, and then to accept the preview provided by the Supplier. In the case of the Customer's lack of cooperation, the Supplier, upon an ineffective expiration of an indicated term set for the Customer cooperation, will be entitled to withdraw from the agreement.
8. Commencement of execution of the Order shall be each time preceded by sending to the Customer previews of the sheet prepared for printing with marked cutting lines and preview of printing refinements. The previews are sent as digital files in the pdf format. The Customer shall be obliged to thoroughly analyse and accept them or report any possible corrections within no more than 2 working days of receiving them. The lack of feedback from the Customer within the specified time limit is equivalent to the lack of comments on the files sent and acceptance of the sheet for printing.
9. The acceptance of the printing sheet shall mean consent to start the production and release the Supplier from responsibility for any textual and graphical errors that were visible in the previews sent.

§ 5. Packaging prototypes

1. For each packaging in a new format a prototype (without overprint) is prepared in order to check the correctness of its folding, arrangement of coins, ect.
2. For the preparation of a prototype, plastic inlets of dimensions closest to those that will be used in the final product shall be used. At the Customer's request it is possible to produce, against payment, for the purpose of the prototype the target tools for the production of plastic inlets according to the valuation of the production preparation service. In case of changes reported by the Customer, resulting in the necessity to manufacture additional tools and not caused by the Supplier's error, the costs shall be charged again in accordance with the valuation of the production preparation service.
3. The Supplier shall recommend making a digital proof sheet print (colour proof), which task is to image the colours that will appear in the target print in order to minimise deviations between the design and the actual



GERMANIA MINT

product.

4. Production based on colour proof is undertaken at the request of the Customer and is associated with additional costs for the Customer, which are presented in an updated offer after the Customer makes such a request.
5. At the Customer's request, both the prototype and colour proof can be sent to him for verification and acceptance.

§ 6. Entrusted coins

1. In the case of coins entrusted by the Customer to be mounted in packaging, the Supplier shall undertake to perform preliminary quantity control (counting and weighing of multipack) and quality control of the received coins not later than within 3 working days of their receipt. The Supplier shall acknowledge that the Customer is aware of the condition and quality of the entrusted coins. Unprotected coins delivered in multipacks are subject only to general quantity verification.
2. The final quality control is performed at the moment of assembly in the packaging. The Customer is informed about all shortcomings and quality defects immediately after their discovery. If the Customer does not react within 1 working day, the ordered processes shall be continued.
3. In case of quality defects of the entrusted coins (stains, discoloration, scratches, etc.) which, in the opinion of the Supplier, prevent their use in further processes and concern more than 2% of the first part used for assembly (multipack, tray, etc.), appropriate information shall be provided to the Customer with a request for a decision on further course of action. In the above-mentioned situation, it is possible to perform a quality control of the full volume of coins. The cost and time of such service shall be a subject to separate agreements between the Customer and the Supplier.

If the number of defective coins does not exceed 2% of the volume, the Order is continued and the Customer is immediately informed about the number of defective pieces in order to decide on further actions.

4. The Supplier shall recommend that in case of packaging orders, the scope of which includes coin mounting, the Customer should provide at least 2% of additional coins for possible replacement of defective pieces. All additional coins are returned to the Customer together with the delivery of the subject of the order.
5. The entrusted coins are stored safely in a vault of XI class (according to EN 1143-1) produced by Gunnebo. On the Customer's request, it is possible to present certificates confirming the vault class. All processes performed with the coins entrusted by the Customer are monitored.
6. The Supplier shall not be responsible for the coins during their transport to the Supplier's seat indicated in § 9. point 10.

§ 7. Print and its refinements

1. Taking into account the conditions and requirements of production technology, the Customer, when concluding the agreement with the Supplier, shall acknowledge and accept that the occurrence of any of the events described in points 2-4 will not be understood as improper performance of the agreement by the Supplier and as such will not constitute grounds for raising any claims against the Supplier for failure to perform or improper performance of the agreement, and any claims submitted by the Customer on this account shall not be recognized by the Supplier.
2. Due to different parameters of the printing substrate and refinement operations applied (laminating, varnishing, etc.) the colours of the printing on the finished product may slightly differ from the colours included in the design and colour proof, as well as within one production batch. This change may not be the basis for complaints by the Customer concerning the colouring of the product.
3. An incorrect layer of varnish or paint shall be deemed to be a layer which has unpainted, flaking, blistering, etc. on the surface to be varnished or printed.



GERMANIA MINT

4. Germania Mint Packaging Sp. z o.o. shall not be liable for color changes resulting from the natural aging process of print (e.g. graying or fading) caused by uv radiation which does not affect the functionality of the packaging.
5. Permissible deviations due to the specific operating characteristics of the production machines:
 - a) when matching colours printed consecutively: up to 0.1 mm;
 - b) for selective varnishing - matching of the drawing and the varnish layer: up to 0.5 mm;
 - c) for embossing - up to 0,5 mm;
 - d) for hot stamping – up to 0,5 mm;
 - e) for cutting/stamping - up to 1 mm.

§ 8. Completion date

1. The completion date shall be each time specified in the offer.
2. The completion date shall be related to the complexity of the design, size of the Order and current production load. The exact date of goods release shall be each time agreed with the Customer.
3. The completion date shall be confirmed by the Supplier after receiving a complete Order with all required attachments, coins and possibly other materials entrusted for production, and after the Customer's acceptance of the sheet preview for printing or technical drawing.
4. The completion date may be changed in the event of force majeure obstacles occurring after the Order is received and which the Supplier could not foresee. This also applies to obstacles caused by suppliers of materials necessary for production of the subject of the Order by the Supplier. Any claims by the Customer for damages caused by such obstacles shall be excluded in such cases.
5. In the event of a delay in execution of the Order, the Supplier shall keep the Customer informed on an on-going basis of the reason for the delay, and a new date of performance shall be agreed.
6. The occurrence of delay in processing the Order shall not constitute grounds for refusal by the Customer to accept the goods on a new date.
7. The Supplier shall not be liable for damage to the Customer that may arise as a result of delay in completion of the Order.
8. The completion date shall be deemed met, if the subject of the order is made available to the Customer on an agreed date under the conditions EXW (Ex Works) at Germania Mint Packaging Sp. z o.o., Aleja Wojska Polskiego 15, 58-500 Jelenia Góra, Poland - according to Incoterms 2020.

§ 9. Delivery of goods

1. All orders carried out by the Supplier shall be placed at the disposal of the Customer on terms EXW (Ex Works) at Germania Mint Packaging Sp. z o.o., Aleja Wojska Polskiego 15, 58 500 Jelenia Góra, Poland - according to Incoterms 2020.
2. It is possible to deliver the subject of the order using the Supplier's means of transport or through external companies (courier companies, forwarders). Deliveries of this type shall be based on individual arrangements with the Customer on the basis of a separate valuation.
3. Courier or bulky shipments (pallets) shall be sent from Monday to Friday from the Supplier's warehouse, located in Jelenia Góra 58-500 at Aleja Wojska Polskiego 15, Poland.
4. The Supplier shall not be responsible for damage to the goods during transport, as well as for delays in delivery, which occurred through the fault of the carrier. At the request and expense of the Customer, the delivery may be covered by CARGO insurance.
5. When accepting the goods from the carrier, the Customer shall be obliged to check the shipment. If the

**GERMANIA MINT**

- packaging is damaged or the goods are damaged in any way during transport, the Customer shall be obliged to note this fact on the delivery note signed in the courier's presence and to draw up an appropriate protocol. Failure to do so makes it difficult, and in some cases impossible, to later lodge a claim for loss or damage to the shipment.
- The Supplier shall attach documents to the delivery allowing full identification of goods, including in particular the number, date and subject of the order.
 - Making a delivery without the appropriate documentation shall entitle the Customer to refuse to accept the delivery. If the Customer considers that the acceptance of the delivery does not infringe his interest, he shall accept the delivery.
 - Delivery of goods in parts shall be permissible according to individual arrangements between the Customer and the Supplier.
 - The Customer shall be obliged to perform quantitative and qualitative acceptance of the subject matter of the order within 30 calendar days from the date of delivery. In the absence of information about discrepancies within the indicated time limit, the delivered goods shall be deemed to be of full value and in the correct quantity.
 - Package deliveries to the Supplier may be made to one of the following addresses:
Germania Mint Packaging Sp. z o.o., Al. Wojska Polskiego 15, 58-500 Jelenia Góra, Poland
 - The shipment containing the entrusted coins should include the delivery specification attached, i.e. any printout containing information on the type and quantity of coins and details of the Order for which they are intended (e.g. RO number, design number or a verbal description if it concerns future orders).

§ 10. Technological surplus

- With the delivery of the goods, the Customer shall receive additional pieces of the ordered packaging. Technological surplus of the ordered products shall be transferred free of charge in order to secure losses that may occur during assembly of packages or coins for packages at the Customer's. Depending on the size of the Order and the type of ordered assortment, the following quantities of products are transferred:

order size	finished or semi-finished product	plastic inlets
up to 5 000 pieces	2%	5%
5000 pieces and more	1%	2%

- The above rule shall not apply to products sold as personalised e.g. numbered. In such a case, the Customer shall only receive the products in the ordered number. The surplus quantity indicated in the table above is kept in the Supplier's warehouse for 30 calendar days and the Customer shall have the possibility to receive necessary additional pieces with the indicated personalization. Delivery of additional pieces shall take place at the Customer's expense.
- At the Customer's request, the Supplier may not deliver technological surplus.
- The Supplier may store additional surpluses resulting from production, other than those described in points 1-3, which the Customer may use depending on the availability. These surpluses are stored in the Supplier's warehouse for up to 6 months.

§ 11. Storage conditions

- In the production and assembly of the numismatic packaging produced by the Supplier, the Supplier shall use a variety of materials to ensure the durability of connections and lack of any negative impact on the coins and numismatic items stored in them.



GERMANIA MINT

2. Packaging must be stored in stable conditions (rooms with low humidity, not exposed to sunlight, free of dust and dirt, with an air temperature of 15-25°C) to ensure that glue joints remain active and coins and numismatic items are not adversely affected. Proper storage preserves the durability of glue joints for many years, while the guarantee shall be given for the periods indicated in § 13. point 4.
3. The supplier shall recommend the packages to be stored in original, collective cartons, avoiding repacking or careless handling.
4. The aforementioned conditions and method of storage shall apply both to finished products and semi-finished products (plastic inlets, tools with glue applied).

§ 12. Invoices and payments

1. The Supplier shall submit to the Customer an invoice for the purchased goods no later than on the next working day after the goods are made available to the Customer.
2. The invoice shall be sent in an electronic form (e-invoice) to the e-mail address specified by the Customer in the Order Form. A paper invoice may be submitted on the Customer's request.
3. The Customer shall undertake to pay each invoice by the due date indicated on it. The date of payment shall be the date of crediting the Supplier's bank account.
4. In accordance with the Supplier's payment policy:
 - a) The Customer shall be obliged to make prepayment for three orders of min. EUR 500 each. After these payments have been made, the Customer may apply for a deferred payment period.
 - b) In the event that the Customer is in arrears with payments for orders previously completed by the Supplier, payments made by the Customer, irrespective of indications, shall be credited towards outstanding arrears.
 - c) The Supplier shall reserve the right to withhold goods produced under current orders until payment has been made by the Customer and/or to refuse to accept further orders until the outstanding amounts have been paid, as well as to make execution of further orders conditional on prepayment.
 - d) If the Customer exceeds the deadline for payment, the Supplier shall be entitled to charge the Customer with statutory interest for late payment and to demand the costs of reminder notices.
 - e) In the case of the Customer who does not pay their obligations on time, the Supplier may permanently change their payment policy and make further cooperation conditional on prepayment each time before the Order is commenced.
5. The Goods remain the property of the Supplier until the invoice is paid by the Customer.

§ 13. Complaints and returns

1. Products made by the Supplier according to the individual specifications of the Customer shall not be returnable.
2. The Supplier shall guarantee the highest quality of supplied goods and services.
3. The Customer shall be obliged to perform quantitative and qualitative acceptance of the subject of the order within 30 calendar days from the date of its delivery. The Customer shall have the right to lodge a complaint within this period.
4. The Supplier shall give a guarantee exclusively to the Customer, which is not transferable to other entities.
5. The Supplier shall give a guarantee in respect of quantitative and qualitative defects in the subject of the order for a period of 30 calendar days from the date of delivery, excluding:
 - a) durability of glue joints in finished products assembled by the Supplier, for which a guarantee for a period of 24



GERMANIA MINT

months from the date of delivery is provided;

- b) the activity of the glue coating in semi-finished products, for which a guarantee for a period of 6 months from the date of delivery is provided.
6. In the case of shipment loss or damage occurring during transport, the Customer shall be obliged to notify the Supplier of the situation immediately, but no later than within 3 working days. The notification should be made in writing to the PM e-mail address with a copy to sales@germaniamint.com under conditions described in §9. item 5.
7. Complaints submitted after the above mentioned deadlines will not be considered.
8. The guarantee shall not cover damages associated with improper storage, use of goods or those related to force majeure or other external factors. The Supplier shall also not be liable for errors and damage which may occur during the assembly of packages by the Customer.
9. In case of any irregularities, the Customer shall be obliged to immediately notify the Supplier of the situation. Notification should be made in electronic form to the PM's e-mail address with a copy to sales@germaniamint.com using the form referred to in clause 9, while adhering to the time limits specified in clause 4. PM will inform whether the defective goods should be attached to the complaint in order to confirm the defect.
10. The basis for the complaint is to send a completed Complaint Form, which constitutes an Annex No. 3 hereto, also available at [Annex no. 1 – Complaint Form](#).
The form should be accompanied by photographs of the defective goods, clearly showing the defects found.
11. In the case of the PM's decision to send back part or all of the defective goods, the goods should be sent to the Supplier to the address specified in § 9. point 10.
12. Shipment of the defective goods should be each time determined in terms of time and method of delivery with the PM handling the Order, and this information should be sent to the PM's e-mail address with a copy to sales@germaniamint.com.
13. The defective goods should be returned in the original multipack with the retained external label, ensuring its permanent protection against mechanical damage during transport. Failure to adequately protect the goods during transport will result in loss of warranty.
14. Costs associated with the shipment of the defective goods (including additional charges, such as customs and tax) shall be borne by the Customer. In case the complaint is accepted, these costs will be covered by the Supplier.
15. Possible irregularities in part of the delivered goods shall not entitle the Customer to claim the whole delivery.
16. Confirmation of acceptance of the complaint shall be sent in electronic form to the e-mail address of the Customer or other specified by him in the Complaint Form with information about the need to return the defective goods.
17. The deadline for handling complaints is 14 calendar days from the date of receipt of the defective goods or confirmation of complaint acceptance if it was decided that there is no need to send back defective copies.
18. Information about the consideration of the complaint shall also be sent in the form of electronic message to the e-mail address of the Customer or another address specified by him in the Complaint Form.
19. The Supplier may repair or replace the defective goods for free from defects, unless the parties agree an appropriate reduction in price or correction of the number of products on the invoice. If it is not possible to remove the defects even with re-manufacturing, the Supplier shall reserve the right to withdraw from the Order and return the payment to the Customer.
20. Pursuant to § 11, the Supplier shall deliver technological surpluses to each order to secure the Customer's



GERMANIA MINT

losses that may arise during the assembly of coins into packages or during transport. In the process of considering a complaint, the number of additional packaging provided to the Customer is verified, and if the number of defective packaging is lower than the technological surplus provided, the complaint is rejected.

21. The date of repair/replacement of goods shall be determined individually with the Customer after accepting the complaint. The Supplier shall make every effort to ensure that the process of eventual repair/replacement of goods takes place in the shortest possible time, however, it may be slightly prolonged if the goods have to be produced again. The Supplier shall guarantee that claims will take priority over current orders. For technological reasons, the maximum time for the re-processing of the Order shall not exceed 30 working days.
22. Lodging a complaint shall not suspend the Customer's obligation to pay the amount due for the goods.
23. In the case of an unjustified complaint, the Supplier shall have the right to partially or fully charge the Customer with the costs incurred in connection with the complaint.
24. The Customer shall be obliged to check the goods before handing them over to a third party. Complaints lodged by third parties shall not be considered.
25. The Supplier's liability for goods defects shall only cover damage resulting from the Supplier's culpable behaviour. The Supplier's liability shall not include so-called consequential damages and lost profits. Moreover, the Supplier's liability shall always be limited to the net price paid by the Customer for the object of the order under complaint. Any further claims for damages by the Customer shall be excluded.
26. The Supplier's liability under warranty for physical defects of the delivered goods shall be excluded.

§ 14. Copyright

1. When providing graphic materials for the purpose of completing the Order, the Customer shall declare that he has the right to use all provided materials and trademarks, and that they do not infringe third party rights, in particular copyright and inventive rights. Should any third party file a claim against the Supplier in connection with infringement of its rights by the Supplier, the Customer shall undertake to indemnify the Supplier from such liability in full and reimburse it for expenses necessary for its reasonable defence.
2. The Supplier, in the course of manufacturing the subject of the order, shall use specialist tools that constitute the material and intellectual property (technical documentation) of the Supplier and are not subject to release to the Customer, and the cost of adapting them to a specific order is each time specified in the offer as a service of production preparation.
3. Graphic designs, technical documentation, calculations, offers and other documents produced by the Supplier shall be his intellectual property. The Customer shall not have the right to produce the objects of the order from the Supplier's files at other contractors without the written consent of the Supplier. The aforementioned documents shall constitute the Supplier's secret and may not be disclosed to third parties without written consent of the Supplier.
4. The Supplier shall be entitled to use completed orders for marketing purposes as a reference for the quality and durability of workmanship, inter alia, by presenting them on the website and during business meetings, also in the form of information about the provision of services to the Customer. If the Customer does not agree to such use of the subject matter of the order, it is required to present its written position on the matter, sent in electronic form to the registered mailbox of KAM or PM, with a copy to sales@germaniamint.com indicating whether the lack of consent applies to selected or all orders of the Customer.
5. The GTC shall not constitute the basis for transferring rights / granting licences in respect of patents, industrial designs, utility models, copyrights or any other intellectual and/or industrial property rights.



§ 15. Confidentiality

1. The Customer shall undertake to maintain the confidentiality of the Supplier, in particular not to disclose and not to communicate to third parties any information concerning the Supplier without the prior written consent of the Supplier.
2. The confidentiality obligation shall remain in force even after termination of cooperation with the Supplier.
3. The Customer shall be obliged to duly protect information that constitutes the Supplier's secret.
4. The confidentiality obligation shall not apply in cases where disclosure of the information covered by it is required by law at the request of a court or other authority (e.g. police, prosecutor's office, tax office) entitled under mandatory provisions of law to request specific information.

§ 16. Final provisions

1. The General Terms and Conditions of Order shall be valid from 01.01.2021 until the date of their cancellation or amendment.
2. The General Terms and Conditions shall be available to the Customer prior to conclusion of the agreement at https://germaniamint.com/wp-content/uploads/2021/06/general_terms_and_conditions_of_order_gtc.pdf
Information on cancellation or amendment shall also be posted each time on the website <https://germaniamint.com>.
3. By placing an Order, the Customer shall accept the provisions of these GTC.
4. Different arrangements between the parties agreed and confirmed in writing shall take precedence over the provisions of these GTCs.
5. Any disputes arising from the application of these GTC shall be resolved by amicable agreement, in accordance with Polish law. In case of disagreement, the dispute shall be settled by the court having jurisdiction over the Supplier's seat according to the material and procedural regulations of Polish law.
6. If individual provisions of the GPC become invalid for any reason, the validity of the remaining provisions of the GTC shall not be affected.
7. If the inability to perform by the Supplier occurred due to force majeure, the Customer shall not be entitled to any claim for compensation for damages resulting from non-performance or late performance of the agreement.
8. Filling in the Order Form with the Customer's data, including such data in an e-mail or transferring them by phone is tantamount to consenting to their processing by the Supplier. Personal data are processed in accordance with Article 6 (1)(b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (i.e. General Data Protection Regulation) (Official Journal of the EU.L 2016 No. 119, p. 1). The administrator of the personal data is Germania Mint Packaging Sp. z o.o. (heretofore Kurowski Group Sp. z o.o.) with its registered office in Jelenia Góra, Aleja Wojska Polskiego 21, entered into the register of entrepreneurs kept by the District Court for Wrocław Fabryczna in Wrocław, IX Commercial Department of the National Court Register under KRS number 0000790732, NIP PL 6112801866, REGON 383634245. The data are processed for the purpose of proper implementation of the Order by Germania Mint Packaging Sp. z o.o. The Customer has the right to access and correct his data, as well as to demand their deletion. Providing data is voluntary, but the refusal to provide it will result in the Supplier's inability to fulfil the Order.
9. In cases not regulated in this document, relevant provisions of the Civil Code applicable in the Supplier's country shall apply.