

## TERMS AND CONDITIONS OF PROVIDING ELECTRONIC SERVICES

### § 1.

#### General provisions

1. Under Article 8.1.1 of the Polish Law of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2016, item 1030, as amended), Norgips Sp. z o.o. hereby introduces these Terms and Conditions of Providing Electronic Services.
2. These terms and conditions (the "Terms and Conditions") specify:
  - a. The types and scope of electronic services;
  - b. The rules of providing electronic services;
  - c. The rules of executing and terminating agreements for the provision of electronic services;
  - d. The complaints procedure with respect to the provision of electronic services.

### § 2.

#### Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meaning:

- a. "**Service Provider**" shall mean Norgips Sp. z o.o. of Warsaw, ul. Raclawicka 93, 02-634 Warsaw, entered into the Register of Businesses of the District Court for the capital city of Warsaw in Warsaw, Division XIII of the National Court Register, under number 0000529680, NIP (tax identification number): 522-27-02-366.
- b. "**Client**" shall mean every person or entity using the Services or using, in any other legal manner, the websites of the Service Provider, including but not limited to the Portal.
- c. "**Portal**" shall mean the system of websites available at <http://www.norgips.pl/>, <https://www.e.norgips.pl/>, and <https://www.e.norgips.pl/logistyka/>, constituting a set of static and dynamic documents containing images, scripts, and other elements interconnected through mutual relations.
- d. "**Services**" shall mean services provided electronically.
- e. "**Provision of electronic services**" shall mean the provision of services without the mutual presence of the parties (i.e. remotely), by means of transmitting data at the Client's individual request, to be sent and received through electronic processing devices, including digital compression and data storage, with the data being sent, received, or transmitted via a telecommunications network, as defined in the Polish Telecommunications Law of 16 July 2004.
- f. "**ICT system**" shall mean a set of IT devices and software working together in order to ensure the processing and storage, as well as sending and receiving, of data via telecommunications networks using the end device, as defined in the Telecommunications Law of 16 July 2004, appropriate for the given type of network.
- g. "**Means of electronic communication**" shall mean technical solutions, including ICT devices and the software tools working with them, that allow individual remote communication with the use of data transmission between ICT systems, including but not limited to e-mail.
- h. "**Electronic address**" shall mean an ICT system designation enabling communication via means of electronic communication, in particular e-mail.
- i. "**Commercial information**" shall mean any and all information intended directly or indirectly for promoting goods, services, or the image of the Service Provider, except for information enabling communication via means of electronic communication with the given person and information about goods and services that is not intended to achieve the commercial effect sought by the Service Provider.

### § 3.

#### Type and scope of electronic services

1. Each Client shall observe these Terms and Conditions from the moment of starting actions intended to use the given service. The detailed rules of providing the given services may be specified in separate terms and conditions available on the relevant websites of the Portal.
2. The Service Provider shall provide the following services electronically:
  - a. Information services;
  - b. Communication services,
  - c. Services in terms of organising the sales of products from the Service Provider's commercial offer or in terms of organising the transport of goods.
3. Information services consist of providing, at the Client's individual request, the information from the Portal by means of displaying a website with a specific URL address, containing the data requested by the Client, or of the Client receiving commercial information concerning the products and services provided by the Service Provider. Information services include in particular:
  - a. Services as part of which the Client is provided with general information about the Service Provider, the profile of his operations, and the products and services offered by him, as well as information about seminars, press articles, job vacancies, and contact persons;

- b. Services as part of which the Client may receive from the Service Provider technical documentation, product and system sheets, instruction videos, and other files for download;
  - c. Services as part of which the Client is granted access to information about the status of his complaint;
  - d. Services as part of which the Client may use calculators, pattern books, and other simulators.
4. Communication services consist of making it possible for the Client, at his individual request, to communicate with the relevant department or contact persons of the Service Provider. Communication services include, in particular, the services as part of which the Service Provider and the Client provide each other with any and all information related to their commercial cooperation.
  5. Services in terms of organising the sales of products from the Service Provider's commercial offer or in terms of organising the transport of goods involve making it possible for the Client to place orders for the products and services offered by the Service Provider, as well as in intermediation in conclusion between the Client and the Service Provider of a transaction of transport of goods to the Client's customers.
  6. The services specified in §§ 3.3–3.5 are available through specialist tabs on the particular websites of the Portal. The use of some of the services, including but not limited to the services in terms of organising the sales of products from the Service Provider's commercial offer or in terms of organising the transport of goods, shall be possible only after the Client has registered and logged in.

#### **§ 4.**

##### **Provision of electronic services**

1. The technical requirements to use the Portal are as follows:
  - a. Internet connection;
  - b. Web browser making it possible to display hypertext documents (HTML) through the WWW service.
2. In order for the Client to use the services correctly, his software and hardware should meet the following minimum requirements:
  - a. Web browser: Internet Explorer 6.0 or higher or Firefox 2.0 or higher;
  - b. Display monitor with a resolution of 1024x768 or higher;
  - c. Cookies and JavaScript support switched on.
3. If the Client uses hardware or software that does not meet the technical requirements specified in §§ 4.1 and 4.2, above, the Service Provider cannot guarantee that the Portal will function properly and hereby notifies that this may have a negative impact on the quality of the services provided.
4. It is prohibited for the Client to upload illegal content or take actions that could result in disruptions of the functioning of the Portal or damage to the Portal. If the Service Provider is notified or receives reliable information about the illegal nature of the data uploaded by the Client, the Service Provider shall have the right to block access to such data. The Service Provider shall not be liable towards the Client for damage occurring as a result of blocking access to illegal content.
5. The Client may use the services anonymously or using a pseudonym, unless the given service requires the provision of specific personal data. However, in the event of prohibited use of the services (i.e. in discordance with the Terms and Conditions, the applicable legal regulations, or the agreements between the Service Provider and the Client), the Service Provider shall have the right to process the Client's personal data to the extent necessary to determine the scope of the Client's liability. The Service Provider shall inform the Client about its prohibited actions, demanding their immediate cessation, and about the processing of its personal data for the above purpose.
6. In the event of data transmission from the Service Provider, it shall not be liable for the data transmitted if it does not initiate transmission, does not select the data recipient, and does not delete or modify the transmitted data. Exclusion of liability shall also apply to automatic and short-term indirect storage of the transmitted data, provided that this is intended exclusively to carry out the transmission and the data is not stored longer than necessary to carry out the transmission under normal circumstances.
7. In the event of indirect storage of data in order to speed up future access to this data at the request of the Client, the Service Provider shall not be liable if it:
  - a. Does not delete or modify the data;
  - b. Uses recognised IT technologies that are usually applied in such circumstances and that specify the technical parameters of access to data and its updates;
  - c. Does not disrupt the use of the recognised IT technologies that are usually applied in such circumstances with respect to collecting information about the use of the data collected.

#### **§ 5.**

##### **Cookies policy**

1. By using the Portal, the Client agrees to the installation of cookies on the Client's end device and the use of cookies by the Service Provider in accordance with the following provisions. Consent is expressed via the browser settings. If the Client does not agree to the Service Provider using cookies, he should change the settings of his browser accordingly or cease use of the Portal.

2. Cookies are small files saved and stored on the Client's computer, tablet, or smartphone when he visits websites online. Cookies usually contain the name of the website from which they originate, the time of their existence, and a randomly generated unique number used to identify the browser used to connect to the given website.
3. Cookies are used in connection with the Service Provider making the contents of the Portal available. Cookies contain information stored by servers on the Client's end device and this information may be read by the servers on each connection from this end device. Servers may also use other technologies offering functions similar or identical to cookies. These provisions concerning cookies shall apply accordingly to those other technologies used by the Portal.
4. Cookies are used to:
  - a. Adapt the contents of the Portal to the Client's preferences and optimise the use of websites; in particular, cookies enable the recognition of the Portal user's device and proper display of the website in a way adapted to the user's individual needs;
  - b. Create statistics that help understand how Portal users use its websites, which makes it possible to improve their structure and contents;
  - c. Continue the Client's session (after logging in) so that the Client does not have to enter his login and password on each sub-page of the Portal;
  - d. Provide the Client with advertisements matching his interests.
5. On the Portal, the following types of cookies may be used:
  - a. "Necessary" cookies, which enable the use of the services on the Portal, e.g. authentication cookies used for services requiring authentication on the Portal;
  - b. Cookies used to ensure security, e.g. to identify abuses in terms of authentication on the Portal;
  - c. Cookies enabling the collection of information about how the Portal is used;
  - d. Functional cookies, which enable the settings selected by the Client and personalisation of the Client's interface to be remembered, e.g. in terms of the Client's language and region, font size, website layout, etc.
6. In many cases, the software used to browse websites (browser) by default allows the storage of cookies on the Client's end device. The Client may change his cookies settings at any time. In particular, these settings may be changed in such a way that the browser blocks the automatic acceptance of cookies or informs the Client about each individual case when they are saved to the Client's device. Detailed information about the possibility and methods of handling cookies is provided in the software (browser) settings by the manufacturers of the software. If no changes to the cookies settings are made, cookies will be saved to the Client's end device, which means that the Service Provider will be able to store information on the Client's end device and access this information.
7. Disabling cookies may result in difficulties in using some of the services on the Portal, including but not limited to services that require logging in. However, disabling cookies does not make it impossible to read or watch the content uploaded to the Portal, excluding the content access which is required for logging in.
8. Cookies may be stored on the Client's end device and then used by the advertisers, research companies, and providers of multimedia applications working with the Portal.

## **§ 6.**

### **Execution and termination of agreements for the provision of electronic services**

1. Agreements for the provision of electronic services are executed by means of the Client starting to use the given service. The use by the Client of the given service shall take place in accordance with these Terms and Conditions and, in certain cases, also on the basis of the detailed rules of service provision referred to in sentence two of § 3.1.
2. These Terms and Conditions are provided to the Client free of charge via the Portal's websites, which makes it possible for the Client to read and understand their contents prior to executing the agreement for the provision of electronic services. These Terms and Conditions are made available in a form that makes it possible to download, record, store, and print them.
3. The additional rules of executing and terminating the agreements concerning the particular services may be specified in separate terms and conditions for these services, as referred to in sentence two of § 3.1.
4. The Client may terminate the use of the given service at any time. If the Client leaves the Portal, the agreement for the provision of electronic services is automatically terminated without the need for the parties to make any additional representations. The legal consequences of terminating the use of a service are specified in the Terms and Conditions for this service, and if there are no such terms and conditions, then in the mandatory legal regulations applicable due to the nature of the service and the state of affairs.

## **§ 7.**

### **Complaints with respect to provision of electronic services**

1. The Clients have the right to make complaints regarding services.
2. Complaints must be sent in writing, by registered mail, to the registered office of the Service Provider specified in § 2.a.
3. A correct complaint must contain at least the following information:

- a. Identification of the Client (including first and last name, postal address, e-mail address, telephone number, and for legal persons also name, registered office, and contact data of the person authorised to handle the matters related to the complaint);
  - b. A description of the problem as the reason for the complaint.
4. The Service Provider shall make efforts to examine the complaint within 14 days from receiving it.
  5. The Service Provider shall immediately inform the Client about his decision with respect to the complaint, in writing or by e-mail, to the e-mail address provided in the complaint.
  6. Complaints lacking the information specified in § 7.3 shall not be examined.

## **§ 8. Privacy policy**

1. The Service Provider shall be the controller of the personal data of the Clients.
2. Personal data shall be processed in accordance with the Polish Personal Data Protection Law, the Law on Provision of Electronic Services, and these Terms and Conditions.
3. Data provision is voluntary, but necessary for the provision of electronic services. Data is processed:
  - a. In order to provide the particular services;
  - b. For the purposes of direct marketing the Service Provider's products and services.
4. The basis for the processing the personal data in the case referred to in § 8.3.a shall be the statutory authorisation to process data necessary to establish, shape, modify, and terminate the legal relationship between the Service Provider and the Client, as well as the nature of the services provided by the Service Provider or the method of accounting for them, while in the case referred to in § 8.3.b—the statutory authorisation to process personal data if this is necessary to achieve the justified objectives of the data controller.
5. The personal data collected by the Service Provider may also be shared with:
  - a. The relevant state authorities at their request, under the relevant legal regulations;
  - b. Other persons and entities, in the cases specified in legal regulations.
6. The scope of the data processed shall in particular include the Client's personal data: first and last name, business name (for persons operating a business), tax identification number, address, including e-mail address, telephone number, and fax number. The Service Provider shall also have the right to process the Client's personal data other than the above data, if necessary to provide the given service. In such a case, this data shall, in each individual case, be marked as necessary to provide the given service.
7. The Client provides his e-mail address *inter alia* for the Service Provider to carry out his marketing activities, including but not limited to sending commercial information concerning the Service Provider's products and services, to Clients.
8. The Service Provider shall use the appropriate technical and organisational measures ensuring the security of the personal data provided by Clients, in particular measures that prevent third parties from accessing or processing such data in violation of legal regulations and preventing data loss, damage, or destruction.
9. The Client shall have the right to:
  - a. Access his personal data provided in order to use the Service Provider's electronic services, as well as supplement, correct, and update this data by means of contacting the Service Provider;
  - b. Demand that the processing of his personal data is temporarily or permanently suspended or deleted if the data is incomplete, outdated, false, or has been collected in violation of legal regulations. For this purpose, the Client shall send a letter by registered mail to the Service Provider's address specified in § 2.a;
  - c. Object to the processing of his personal data in the cases specified in legal regulations and demand that this data be deleted if no longer necessary for the purpose for which it was collected. For this purpose, the Client shall send a letter by registered mail to the Service Provider's address specified in § 2.a.
10. After the Client has ended his use of the services, the Service Provider shall not process the personal data specified in § 8.6, except for the data that may be processed under legal regulations, an agreement, or the data that is necessary to clarify the circumstances of prohibited use of the services. In such case, the Service Provider shall delete any and all elements identifying the Client and the end points of the telecommunications network and the IT system used by the Client (making data anonymous), unless the Client agrees for this information not to be deleted.

## **§ 9. Protection of intellectual property rights**

1. The Service Provider represents that in connection with providing services, he makes available to the Client contents that are protected under intellectual property rights, including but not limited to works protected under copyrights and materials labelled with trademarks.
2. The Client shall comply with intellectual property rights. In particular, any and all copying, modifications, and public playback of the contents made available to the Client shall be forbidden without the Service Provider's consent, unless permitted under separate agreements or mandatory legal regulations.

**§ 10.**  
**Final provisions**

1. The Service Provider shall have the right to block access to the Portal or its sections for important reasons, including but not limited to irregularities in using the Portal and circumstances that could cause damage to the Client or the Service Provider.
2. With respect to Clients being entrepreneurs, the Service Provider shall not be liable in the case of temporary or permanent unavailability of the Portal. The Service Provider does not grant any guarantee that the use of the Portal will be free from errors, defects, or interruptions.
3. With respect to the information presented on the Portal that had been uploaded or provided by third parties, the Service Provider shall not be liable for this information being up-to-date, accurate, complete, or fit for any of the Client's purposes. The Service Provider does not guarantee that the data or information published on the Portal will meet the expectations of the Client as to its contents, completeness, accuracy, or usefulness.
4. The Service Provider shall not be liable for the Client using the Portal in discordance with the Terms and Conditions, the applicable legal regulations, or the provisions of the agreements between the Service Provider and the Client.
5. The Client shall be liable for any and all consequences of his incorrect completion of the forms on the Portal, including but not limited to providing incorrect or false data.
6. These Terms and Conditions may be amended, of which the Clients shall be informed by the Service Provider by means of specifying the date of the last amendment on the Portal. An amendment shall become effective on the day specified by the Service Provider, which shall not be shorter than seven days from the moment of publishing the amended Terms and Conditions on the Portal.
7. The Service Provider shall have the right to:
  - a. Change the data contained in the Portal;
  - b. Change the technical parameters of the Portal;
  - c. Temporarily or permanently limit the availability of the Portal;
  - d. Delete the Portal;of which he should inform the Clients by publishing the relevant information on the Portal's websites.
8. With respect to Clients being entrepreneurs, the liability of the Service Provider towards the Client in terms of obligations related to the provision of electronic services by the Service Provider shall be limited to intentional damage.
9. The Terms and Conditions do not exclude the possibility of Clients being consumers to invoke mandatory legal regulations in terms of consumer protection.
10. The matters not regulated in these Terms and Conditions shall be governed by the laws of Poland, including the Civil Code of 23 April 1964 and the Law of 18 July 2002 on Provision of Electronic Services and other applicable legal regulations.
11. In the event of conflict between these Terms and Conditions and the provisions of the individual agreements for service provision between the Service Provider and the Client, these agreements shall prevail.
12. Polish law shall be the governing law. Disputes arising in connection with the interpretation or performance of these Terms and Conditions shall be settled by the court competent for the registered office of the Service Provider. With respect to consumers, disputes shall be settled before the court competent under the Polish Code of Civil Procedure.

Warsaw, 10 May 2013