

Fameks sp. z o.o. (hereinafter referred to as 'FAMEKS'), ul. Fabryczna 6A, 43-440 Golezów, NIP: 548-270-33-51, REGON: 381264583, BDO: 106709, KRS: 0001008244, Share capital: PLN 1,433,000.00, Registration body: District Court in Bielsko-Biała, VIII Commercial Division.

1. General provisions

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as the 'GTCB') apply to all cooperation with **FAMEKS sp. z o.o.** with its registered office in Golezów (hereinafter referred to as '**FAMEKS**'), and its:
 - 1.1.1. suppliers of materials, semi-products, finished products or services (hereinafter: '**Suppliers**'), or
 - 1.1.2. customers (hereinafter: '**Customers**'),
hereinafter jointly referred to as: '**Contractors**', all collectively referred to as the '**Parties**'.
- 1.2. Whenever the GTCB refer to:
 - 1.2.1. '**Goods**' or '**Products**' - those terms shall be understood to mean any and all parts of the materials, products or services supplied or provided by FAMEKS to the Recipient: .
 - 1.2.2. '**Agreement**' - shall mean any and all agreements binding FAMEKS and the Contractor.
 - 1.2.3. '**Order**' - shall be understood as any statement by the Customer, including the intent to purchase Goods from FAMEKS.
- 1.3. The GTCB shall form an integral part of all offers and declarations of intent, in particular all agreements and orders concluded by FAMEKS, unless separately agreed by the Parties.
- 1.4. Any deviations from the provisions of the GTCB shall require, on pain of nullity, a written declaration of intent by the Parties.
- 1.5. In the case of existing permanent business relationships, the GTCB shall apply to all future orders or agreements, unless otherwise agreed by the Parties. The Parties exclude the applicability or validity of the general terms and conditions of purchase, supply, guarantee or sale applicable to the Contractor's business. The GTCB shall also apply to the Parties in all subsequent agreements and orders resulting from the agreement or order.
- 1.6. By placing a (production) order or by concluding an agreement, the customer agrees to incorporate the GTCB into the content of the agreement as an integral and binding part thereof. Acceptance of the GTCB by the Customer shall also be effected in any other manner if it is evident from the Customer's behaviour that it has become or could have become acquainted with them. In the absence of any other agreement or arrangement, the content of the GTCB shall constitute the exclusively binding legal regulation between the Parties.
- 1.7. By accepting an order or by concluding an agreement, the supplier agrees to incorporate the GTCB into the content of the agreement as an integral and binding part thereof. Acceptance of the GTCB by the Supplier shall also be effected in any other manner if it is evident from the Supplier's behaviour that it has become or could have become acquainted with them. In the absence of any other agreement or arrangement, the content of the GTCB shall constitute the exclusively binding legal regulation between the Parties.
- 1.8. These GTCB shall supersede any additional or derogating terms and conditions included in the order by the Customer or otherwise specified by the Customer, unless there is an express written agreement to the contrary.
- 1.9. If individual provisions of the GTCB are or become invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. The invalid or ineffective provisions shall be replaced by provisions of the Civil Code that are as close as possible to the provisions of the GTCB.
- 1.10. FAMEKS provides services exclusively to business entities for which such services are directly related to their business activity and are of professional nature to them. The Customer shall be obliged to submit a declaration to this effect no later than at the time of conclusion of the agreement if it purchases the services for a non-business purpose.

2. Conclusion of the agreement, object of the agreement

- 2.1. Any and all offers, model agreements, price lists, catalogues, photographs, advertising brochures, order forms, arrangements between the Parties and other documents or promotional materials and correspondence are for information purposes only and do not constitute an offer within the meaning of Article 66§1 of the Civil Code, however they constitute an invitation to negotiations within the meaning of Article 71 of the Civil Code and become binding for FAMEKS only upon express written confirmation of their acceptance by FAMEKS.
- 2.2. FAMEKS provides services consisting in the production of Products to the Customer's order - in accordance with the guidelines of the Customer and with the products being marked with the Customer's full name, business name or a marking understood as a trademark which the Customer is entitled to use (e.g., marking with a brand or logotype, which the Customer is entitled to use) . FAMEKS does not offer to sell its own products, not marked with the Customer's full name, business name or trademark, where FAMEKS would be the marketer of these products.
- 2.3. As part of the production order, FAMEKS undertakes to pack the products in unit, bulk and transport packaging in a way that enables their safe collection by the Customer or their transport to the place indicated by the Customer and in accordance with the Customer's reasonable guidelines, corresponding to market practice or arrangements between FAMEKS and the Customer.
- 2.4. The Customer, when ordering the production of the Products in the manner referred to in paragraph 2.2 above, is aware of the assumption of obligations arising from the provisions of generally applicable law and resulting from the marketing of the Products, including in particular obligations related to the marketing of packaged products resulting from the Act of 13 June 2013 on packaging and packaging waste management (Journal of Laws of 2024, item 927, consolidated text) or the obligations related to the marketing of single-use plastic products arising from the Act of 11 May 2001 on the obligations of entrepreneurs with respect to the management of certain waste and product fee (Journal of Laws of 2024, item 433, consolidated text). The Customer is fully responsible for the performance of these duties.
- 2.5. The Customer is responsible for the truthfulness and correctness of the data provided in the order and other documents. FAMEKS shall not be liable for any errors or inaccuracies in the data provided by the Customer.

3. Delivery date, completion date, force majeure, partial performance

- 3.1. If a delivery date is agreed, understood as an undertaking of FAMEKS to deliver the goods to the Customer at the place and date indicated in the order, the delivery date starts on the day the written order confirmation is sent to the Customer, however, not earlier than on the date of delivering all required documents by the Customer and crediting the bank account of FAMEKS with the amount of the agreed advance payment (if applicable). In the event of failure to fulfil any of the above obligations on time, including failure to pay the advance payment or other due obligations of the Customer to FAMEKS, the delivery date shall be extended accordingly.
- 3.2. If, after the order has been confirmed, the Customer makes additional requests concerning the order, including a request for changes to the production order, such a request shall be treated as the submission of a new order. In this case, FAMEKS may set a new delivery date.
- 3.3. Neither Party shall be liable for damage caused by the occurrence of force majeure, which shall be understood to mean the occurrence of an external event beyond the control of the Parties which they could not have foreseen at the time of concluding the agreement, in particular preventing the Parties from performing their obligations under the agreement, including acts of God, wars, armed conflicts, disasters, riots, natural disasters, strikes, blockades, labour disputes, changes in the legal status, sanctions, administrative decisions or orders of state authorities. This also applies when such incidents affect suppliers or subcontractors of FAMEKS. Each Party shall promptly inform the other Party of the commencement and cessation of the force majeure at the latest within 7 calendar days of its identification by post, courier or e-mail. As a result of force majeure, the deadlines for performance of the Parties' obligations shall be extended accordingly.
- 3.4. FAMEKS shall not be liable in any way for other circumstances that may cause delays in the fulfilment of obligations or hinder or prevent the fulfilment of orders (or the consequences of such circumstances), even if they were known to the parties at the time the order was concluded, including: epidemic, pandemic or other serious disease (regardless of official classification), war or armed conflict (regardless of official classification), or related legal

changes, disruption of supply chains, staff shortages, transport restrictions, travel restrictions, quarantines, inability to accommodate or supply personnel on site. This also applies when such incidents affect suppliers or subcontractors of FAMEKS.

- 3.5. If due to the occurrence of the above-described circumstances the performance of a service might entail significant damage to FAMEKS or such performance is impossible or is only possible at significant additional costs which the Parties fail to agree on within 30 calendar days, FAMEKS is entitled to withdraw from the order and to demand from the Customer reimbursement of the costs and expenses incurred so far in order to perform the order, including the costs of the work performed so far. The Customer shall not be entitled to compensation claims in such a case.
- 3.6. FAMEKS reserves the right to partial performance of its services. Each fulfilled part of the service obligation is considered a separate legal act that can be accounted for separately.

4. Delay in delivery, change of delivery dates, withdrawal from the agreement

- 4.1. In the event of a delay in delivery by FAMEKS (understood in accordance with paragraph 5.4), the Customer shall be entitled, on account of the damage incurred as a result of the delay, to claim from FAMEKS a lump-sum compensation amounting to no more than 0.5% of the price of the undelivered goods for each completed week of delay, whereby the first two weeks of delay are excluded from the title to compensation. However, the sum of this compensation may not exceed 3% of the price of the undelivered goods.
- 4.2. Subject to the provisions of paragraph 4.1, the Customer shall not be entitled to any further rights as a result of the delay, in particular a claim for compensation.
- 4.3. In the event of failure to pay for the delivered goods on time, FAMEKS shall be entitled to demand their return at the expense and risk of the Customer, and the Customer unconditionally undertakes to hand over such goods to FAMEKS.
- 4.4. The Customer may not refuse to accept goods delivered in accordance with the Order. If the Customer does not accept the finished Products, or parts thereof, that are in accordance with the order (subject to paragraph 3.6), the Customer shall be obliged to reimburse FAMEKS for all possible costs and expenses resulting from the non-acceptance of the delivery.
- 4.5. In the event that any of the Parties withdraws from the order for reasons attributable to the Customer, FAMEKS shall be entitled to demand payment of a contractual penalty of at least 20% of the net value of the order, whereby FAMEKS reserves the right to credit previously paid advance payments towards contractual penalties. Payment of the contractual penalty does not exclude the possibility for FAMEKS to claim compensation from the Customer on general principles.
- 4.6. In the event of withdrawal from the order by either Party through the fault of FAMEKS, FAMEKS shall refund the advance payment.
- 4.7. FAMEKS reserves the right to suspend the execution of an order, service or delivery of goods until payment of all amounts due by the Customer to FAMEKS. In this case, the delivery date of the order in progress shall also be extended. The foregoing shall not constitute grounds for any claim by the Customer for payment of compensation. The resumption of orders, services, deliveries or the delivery date shall take place as soon as the outstanding amounts are settled.

5. Acceptance of delivery, delay in acceptance of delivery, withdrawal from the agreement

- 5.1. From the date of receipt of the notice of readiness for release, the Customer shall be entitled and obliged to take collect the ordered goods within 14 calendar days. In the event of non-performance or improper performance of the above obligation by the Customer, the Customer shall bear the resulting additional costs (e.g., storage and maintenance costs) in an amount of not less than 1% of the net price of the Order for each week started. In addition, upon ineffective lapse of the relevant deadline set by FAMEKS, FAMEKS shall have the right to dispose of the ordered goods in a different manner and/or to carry out the delivery in a suitably extended period of time or to withdraw from the order for a reason attributable to the Customer.
- 5.2. In the event of discontinuation of order fulfilment at the express request of the Customer, the Customer shall be obliged to pay the amounts invoiced according to the statement for work already performed, less any payments previously made, within the specified period.
- 5.3. If the order confirmation does not specify specific terms of trade according to Incoterms, the goods shall be delivered (made available to the Customer) on the terms and conditions ex FAMEKS plant (EXW Golezów), and the Customer shall bear all risks of loss of or damage to the goods from the moment the goods are made available to the Customer in the FAMEKS plant. The terms of trade are to be interpreted in accordance with the latest edition of Incoterms. The date of payment is not relevant.
- 5.4. The goods shall be deemed to have been delivered to the Customer when FAMEKS makes them available to the Customer or its representative or any carrier (who shall be a representative of the Customer or FAMEKS - regardless of who covers the fees for its services) at the premises of FAMEKS or at any other place of delivery agreed with FAMEKS.
- 5.5. The Customer shall bear the risk of fortuitous loss of or damage to the ordered Goods from the moment of delivery (Article 612 of the Civil Code in conjunction with Article 548 of the Civil Code).

6. Prices and terms of payment, VAT

- 6.1. The prices quoted by FAMEKS are exclusive of VAT, other taxes, levies or duties and apply to the specified quantity of goods.
- 6.2. If FAMEKS is required by applicable law or regulation to pay or collect taxes on the Products manufactured for the Customer in accordance with these terms and conditions, then such taxes shall be paid by the Customer in addition to the agreed price of the Goods.
- 6.3. Unless otherwise agreed by the Parties, the price does not include the costs of transport to the destination indicated by the Customer, loading and unloading, customs duties and insurance.
- 6.4. The price is set in EUR or PLN, or as the PLN equivalent of the amount expressed in EUR, converted into PLN at the rate specified in the FAMEKS offer valid on the day of issuing the invoice or the proforma invoice.
- 6.5. The Purchase Order ('PO') number, if required, will only be included on the invoice if the PO is received together with the order. In the event that the PO is not received, FAMEKS is obliged to issue an invoice in accordance with the applicable regulations without the PO, and the Customer is obliged to accept and pay the invoice within the prescribed period.
- 6.6. All published prices (including those set individually), remain valid for 30 calendar days, after which they may be changed by FAMEKS without notifying the Customer.
- 6.7. FAMEKS reserves the right to change the price and terms and conditions for valid reasons if 14 calendar days have elapsed from the date of confirmation of the offer to the date of submission of the Order by the Customer.
- 6.8. Price calculations are made assuming stable economic conditions. FAMEKS reserves the right, upon written notice at any time prior to shipment, to increase the price of services or products in the event of an increase in prices or costs of services or products incurred by FAMEKS due to fluctuations in the exchange rate, currency regulations, changes in the amount of fees or taxes, increases in the cost of raw materials, labour, energy, transport or other reasons beyond the control of FAMEKS.
- 6.9. The absence of any written objection from the Customer in the event of a price change or increase after seven (7) calendar days of receipt of the notice from FAMEKS shall be deemed to be acceptance of such price change or increase. If the Customer objects within seven (7) calendar days of receipt of the notice from FAMEKS, FAMEKS shall have the option to (a) continue to supply on the terms and conditions in force prior to the announcement of the change or increase or (b) cancel with immediate effect the supply of the quantity of the goods affected by the change or increase and shall notify the Customer thereof within fourteen (14) calendar days of receipt of the written objection from the Customer.
- 6.10. FAMEKS shall be entitled to demand payment of the price in the amount and form stated in the invoice issued in accordance with the Order or agreement.
- 6.11. If the goods are delivered in instalments, the obligation to pay the price shall arise successively on delivery (within the meaning of paragraph 5.6 above) of each consecutive instalment of goods, unless the parties have agreed otherwise.

- 6.12. FAMEKS reserves the right to verify the financial condition of the Customer and to adjust the terms of trade to the results of the verification. FAMEKS shall be entitled to demand an advance payment or other security for the performance of the agreement from the Customer.
- 6.13. With the submission of the order, the Customer may be required to make an advance payment in an amount determined by FAMEKS. The remainder of the price shall be paid by the Customer in the form and by the date specified in the order, agreement or invoice. Non-payment shall be treated as withdrawal from the order for reasons attributable to the Customer and shall entitle FAMEKS to retain all or part of the advance payment as a contractual penalty as described in paragraph 4.64.5. Payment of the contractual penalty does not exclude the possibility for FAMEKS to claim compensation from the Customer on general principles.
- 6.14. Subject to paragraph 4.6, the advance payment made by the Customer is non-refundable.
- 6.15. In the event that the set payment deadline is exceeded by 14 calendar days, FAMEKS has the right to withdraw from the agreement for reasons attributable to the Customer. In such a case, the relevant provisions of Section 4.
- 6.16. Complaints submitted regarding formal errors in the invoice do not release the Customer from the obligation to pay the undisputed part of the due amount on time.
- 6.17. Complaints submitted regarding the quantity or quality of the goods do not release the Customer from the obligation to pay the due amount on time.
- 6.18. The date of payment shall be the date on which the full due amount is credited to the relevant FAMEKS bank account.
- 6.19. The Customer shall pay statutory interest for late payment.
- 6.20. Based on the provisions of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (i.e., Journal of Laws of 2023, item 1790), FAMEKS is entitled to compensation for the recovery of due amounts under Article 10 of the Act.
- 6.21. The Contractor is not entitled to make any deductions or withhold payments regardless of the circumstances.
- 6.22. The Customer's claims against FAMEKS may not be transferred to other entities unless the Customer obtains the consent of FAMEKS prior to such transfer.
- 6.23. Submitting a complaint to the Supplier entitles FAMEKS to withhold payment in respect of the disputed part of the amount due, and delays caused thereby may not be subject to statutory interest for delay in payment transactions.

7. Retention of title to the goods sold

- 7.1. FAMEKS reserves the ownership title to the goods sold until the Customer has paid the full price of all goods delivered. The reservation of ownership title to the goods sold is effective against the Customer's creditors.
- 7.2. In the event of a delay in payment on the part of the Customer, FAMEKS shall have the right, at the Customer's expense, to demand the temporary release of the reserved goods in order to secure its rights thereon. This request shall not be deemed to be an exercise of the right of withdrawal. If the reserved goods are in the possession of a third party, the Customer shall, at the first request of FAMEKS, inform FAMEKS of the location of the goods and hereby declares that it agrees to FAMEKS taking possession of the goods.
- 7.3. FAMEKS shall be entitled to enter the Customer's premises at any time for the purpose of removing any goods to which FAMEKS has retained title. To this end, the Customer shall provide FAMEKS with reasonable assistance in locating and taking possession of the goods and shall immediately place the goods at the disposal of FAMEKS.
- 7.4. As soon as liquidation, enforcement, restructuring or bankruptcy proceedings are initiated against the Customer, the Customer shall be obliged to mark the goods in a manner indicating the reservation of ownership in favour of FAMEKS. In case of seizure of goods being the property of FAMEKS in the course of enforcement proceedings directed against the Customer's property, the Customer is obliged to immediately inform FAMEKS about this fact and send to FAMEKS a copy of the decision on seizure and related documentation. In the event that FAMEKS brings an interpleader action, the Customer is obliged to reimburse FAMEKS for the court and out-of-court costs incurred if FAMEKS does not obtain reimbursement of these costs from the third party against whom the action is brought.
- 7.5. The Customer shall not be entitled to sell its receivables from FAMEKS to third parties.
- 7.6. The Customer, upon conclusion of the production order, cedes to FAMEKS all receivables and rights resulting from the sale of the reserved goods.
- 7.7. The Customer, during the period of reservation of title in favour of FAMEKS, shall not be entitled to resell, pledge or assign as security all or part of the reserved goods without prior written consent of FAMEKS.
- 7.8. A restructuring request or an application for bankruptcy of the Customer entitles FAMEKS to withdraw from the agreement and demand the immediate return of the reserved goods.
- 7.9. The Customer hereby assigns to FAMEKS, and FAMEKS assumes, all future claims of the Customer against the subsequent purchaser arising from the resale of the reserved goods. The right to recover the due amounts shall be vested in the Customer as well as in FAMEKS, except that FAMEKS shall refrain from debt collection activities as long as the Customer performs its payment obligations towards FAMEKS and there is no deterioration in its financial situation jeopardising proper performance of these obligations (in such a situation, the Customer is obliged to provide FAMEKS, at its first request, with all information and documents necessary for debt collection).

8. Complaints

- 8.1. FAMEKS shall be liable under the guarantee for material and production defects of the goods and non-compliance with the production order, provided that they have been ascertained and acknowledged by an appropriate report issued by FAMEKS. FAMEKS shall make good any shortcomings and rectify any defects in the goods covered by the complaint at its own expense and under the conditions specified in the complaint handling report.
- 8.2. The warranty period is 6 months and is calculated from the date of delivery of the Goods to the Customer.
- 8.3. The basis for the Customer's complaint claims is the invoice and delivery note issued by FAMEKS.
- 8.4. The Customer shall be obliged to examine the goods delivered, including their conformity with the Order or the agreement, at its own expense at the time of delivery. The Customer is obliged to report visible and obvious defects to FAMEKS in writing during acceptance, drawing up a report together with the driver carrying out the delivery. The Customer is obliged to report hidden defects to FAMEKS immediately after their detection. The date on which the defect was discovered should be documented. In the event of a late claim or the absence of a report signed by the driver, the Customer's claim shall lapse.
- 8.5. The complaint must include the provision of photographs of the labels of the Goods complained of and the provision of evidence of the claimed non-conformity in the form of photographs, films, reports and any other evidence indicating the validity of the complaint.
- 8.6. Delivery by FAMEKS of Goods with an excess or shortage in their number or quantity shall not constitute improper performance of the agreement or order, if the difference does not exceed 20% of the quantity specified in the agreement or order. In such cases, the Customer shall pay for the quantity of Goods actually delivered. The basis for determining the quantity of goods delivered is the measurement carried out by FAMEKS.
- 8.7. Liability under the guarantee does not cover, among other things: (a) faults and defects resulting from the use of the goods contrary to their intended use (e.g., overloading, overuse, adverse weather conditions) or resulting from non-compliance with the operating instructions or applicable laws; (b) faults and defects resulting from recklessness, negligence, destruction; (c) all faults and defects resulting from mechanical damage, fortuitous events (e.g., flooding, fire, theft, vandalism) or improper storage of the goods (e.g., excessive exposure to sunlight, high or low temperature or humidity).
- 8.8. FAMEKS reserves the right to refuse to consider a claim if the FAMEKS accounting records show a delay by the Customer in payment for the delivered services or goods.
- 8.9. In the event of a justified complaint, the Customer shall be entitled to demand rectification of the defect within 30 calendar days from the date of recognition of the complaint by FAMEKS. In the event that rectification of the defect within the indicated period exceeds the service capacity of FAMEKS, the Parties shall set another date for the rectification of the defect, taking into account the current capacity of FAMEKS.

- 8.10. Parts of the ordered goods proven defective at the time of the transfer of risk to the Customer shall be repaired free of charge or re-delivered in a defect-free condition, at the choice of FAMEKS.
- 8.11. If the goods are used despite the discovery of a defect or fault, FAMEKS shall only be liable for the original defect.
- 8.12. The compensation liability of FAMEKS is excluded. The Customer shall not be entitled to any further claims for compensation, in particular claims for reimbursement of costs, related to the assertion of rights arising from the complaint and claims for compensation, in particular for indirect and consequential damages, including lost profits.
- 8.13. Liability of FAMEKS for damage occurring outside the ordered goods (such as loss of production, production interruption, loss of profits, loss of benefits, other indirect, consequential, special, retaliatory, compensation, other economic damage) is excluded, even if FAMEKS has been informed of the possibility of such damage or loss and even if such damage or loss is otherwise obvious or foreseeable.
- 8.14. Only the Customer who has commissioned the production directly to FAMEKS has rights of complaint. The right of complaint is non-transferable and not assignable to any subsequent purchaser of the goods.
- 8.15. The liability of FAMEKS under warranty for defects in goods is excluded.

9. Intellectual property and confidentiality

- 9.1. FAMEKS reserves unlimited ownership and copyright to the offers, cost calculations, designs, drawings, photographs and other similar documents directly presented to the Customer, which constitute confidential information and cannot be made available by the Customer to third parties in part or in whole without written consent of FAMEKS. Violation of this provision entitles FAMEKS to take legal action for infringement of business secrets under the Act on Combating Unfair Competition.
- 9.2. FAMEKS retains ownership of all intellectual property rights and nothing in these terms and conditions shall confer on the Customer any right of ownership, licence or other entitlement to the intellectual property rights of FAMEKS.
- 9.3. The Customer declares that it holds all rights to use and enjoy the names and trademarks referred to in paragraph 2.2 to the extent enabling it to commission FAMEKS to manufacture the Products marked with the aforementioned name or trademark.
- 9.4. The Customer assumes all responsibility for and indemnifies FAMEKS against and holds FAMEKS harmless for (among other things, reasonable attorneys' fees) the use of any technical information, patents, designs, trademarks, trade names, or parts thereof, imprinted or placed on the Products at the request of the Customer.
- 9.5. The Parties to the present transaction undertake to each other that, during the duration of their supply cooperation and three (3) years thereafter, they shall keep in the strictest confidence all confidential information and trade secrets (in particular data on business conditions and information on the production process or suppliers of FAMEKS) obtained from the other party in connection with the supply cooperation and they shall use the said information exclusively for the purposes of the supply cooperation.

10. Final provisions

- 10.1. Polish law shall govern the interpretation and application of the agreement or order between the Parties and the GTCB. The place of performance of the agreement is the registered office of FAMEKS. Any disputes arising from the agreement or the order shall be resolved by the Parties through negotiation.
- 10.2. In the event of litigation, the Parties agree that the court having jurisdiction over FAMEKS shall be the court of competent jurisdiction.
- 10.3. Any amendment to an agreement or order shall, on pain of nullity, be in writing (electronic) or in documentary form.
- 10.4. These GTCB are subject to further amendment or revocation by FAMEKS without notice to the Customer, and the applicable version is always available on the FAMEKS website or delivered to the Contractor upon request.

11. Protection of personal data

- 11.1. FAMEKS is the Data Controller. The personal data provided is processed for the following purposes: (i) conclusion or execution of an agreement: on the basis of Article 6(1)(b) or (f) of the GDPR; (ii) marketing activities undertaken by FAMEKS on its own or in cooperation with other entities: on the basis of Article 6(1)(f) of the GDPR; (iii) carrying out rankings, reports and analyses - on the basis of Article 6(1)(f) of the GDPR; (iv) keeping records - on the basis of Article 6(1)(c) and (f) of the GDPR; (v) fulfilling obligations incumbent on FAMEKS under applicable law - on the basis of Article 6(1)(c) of the GDPR; (vi) pursuing potential claims - on the basis of Article 6(1)(f) of the GDPR. The duration of the processing of the personal data provided depends on the purpose for which the data are processed. The factors taken into account are (i) the law (e.g. the Accounting Act); (ii) the period for which the services have been provided; (iii) the period for which consent has been given; (iv) the duration of the agreement; (v) the period for which FAMEKS has a legitimate interest. Furthermore, FAMEKS informs you that the person to whom the data provided relates is entitled to: (i) the right of access to personal data, including the right to obtain a copy of such data; (ii) the right to request rectification (correction) of personal data - in case the data is incorrect or incomplete; (iii) the right to object to the processing of data - in the scope of processing on the basis of the legitimate interest of FAMEKS. For this purpose, please contact FAMEKS at fameks@fameks.pl. FAMEKS shall then cease to process the provided personal data for the existing purposes, unless it demonstrates that the grounds for the processing of these data are necessary to establish, assert or defend the claims of FAMEKS or their processing by FAMEKS is required by an obligation provided by law. Right to request erasure of personal data (so-called right to be forgotten) - at any time the data subject may request the erasure of the personal data provided. Right to request the restriction of the processing of personal data - at any time, the data subject may request the restriction of the processing of the provided personal data only to the storage of the data or the performance of other agreed or legally required actions, if the data subject considers that FAMEKS is processing the provided data incorrectly or is processing it unduly, or the data subject decides that this is necessary for the establishment, assertion or defence of claims; or for the duration of the data subject's objection to the processing of the data - until it is determined whether the legitimate grounds on the part of FAMEKS override the grounds for the objection. If it is considered that the processing of the provided personal data by FAMEKS violates the provisions of the GDPR, the data subject has the right to lodge a complaint with the President of the Personal Data Protection Authority [UODO]. Personal data may be transferred to third parties, only to the extent prescribed by law. FAMEKS may then transfer the data to entities with capital ties to FAMEKS, to suppliers and subcontractors, if this is necessary for the agreement or based on a legitimate interest in the economic and efficient conduct of business. FAMEKS does not make decisions based solely on automated processing of personal data.