Hortex sp. z o.o. ul. Mszczonowska 2
02-337 Warszawa

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES
Hortex Sp. z o.o.

1 DEFINITIONS AND SCOPE OF APPLICATION

1.1 In these General Terms and Conditions of Purchase ("**GTCP**"), certain words and expressions have the following meanings assigned to them:

1.1.1 **Buyer** – shall mean Hortex Sp. z o.o. with its registered office in Warsaw at ul. Mszczonowska 2, registered under KRS no. 0000628317, maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register (share capital: PLN 54,630,400.00, NIP 5223067357, REGON: 364996919, BDO no. 000026535).

1.1.2 **Seller** – shall mean a legal or natural person or an entity without legal personality which has accepted the Order and which performs the sale/delivery of Goods/Services for the Buyer.

1.1.3 **Order** – shall mean the Buyer's order for purchase or delivery of Goods/Services submitted to the Seller in the form of a document signed by persons authorised to representation, sent in the form of a pdf file by e-mail.

1.1.4 **Goods/Service(s)** – shall mean any goods and services of any kind within the meaning of the Act on Value Added Tax on Goods and Services provided to the Buyer as specified in the Order/Contract.

1.1.5 **Price** – shall mean the price of Goods/Services specified in the Order/Contract.

1.1.6 **Contract** – shall mean a contract of sale/purchase or delivery of Goods / provision of Services signed by persons authorised to represent the Parties and concluded in a written, documentary or electronic form, sent by e-mail as a pdf file. An integral part of the Contract are the documents specified in Section 2 of the GTCP CONCLUSION OF THE CONTRACT, as well as those specified in points 1.6 and 1.7 of the GTCP, and in particular the Order, provided that it has been submitted in accordance with the GTCP.

1.1.7 **Parties/Party** – shall mean the Buyer and the Seller jointly or separately.

1.1.8 **Plant** – shall mean Hortex sp. z o.o. Oddział Zakład Przetwórstwa Owocowo-Warzywnego (ZPOW) located at the address: ul. Przemysłowa 27 Skrzyńsko, post code: 26-400 Przysucha;

1.2 The headings appearing in the GTCP are placed only for order purposes and shall not affect the interpretation of the GTCP.

1.3 These GTCP shall apply to the provisions contained in the Order/Contract between the Parties and shall replace any other general terms and conditions of purchase or sale.

1.4 No terms or conditions contained in the acknowledgements of Orders, previous offers or other representations of Seller in writing or otherwise in any form whatsoever shall be binding on the Buyer, even if they were not expressly rejected.

1.5 No amendments, additions or supplements to the Order/Contract shall be binding on the Buyer unless confirmed by persons authorised in writing to represent the Buyer (e-mail is acceptable).

1.6 Special provisions of the Order/Contract, specific conditions agreed in writing with the Seller and other documents included in the content of the Order/Contract, which may be in conflict with the GTCP, will take precedence over the corresponding provisions of the GTCP.

1.7 The GTCP constitute an integral part of the Order/Contract.

2 CONCLUSION OF THE CONTRACT

2.1 Contract is concluded through:

2.1.1 Mutual signature of the agreed content of the Contract by persons authorised to represent the Parties, or

2.1.2 acceptance of the Order without reservations by the Seller through the acceptance of the Order via e-mail and sending confirmation of acceptance of the Order for processing within the time limit specified by the Buyer in the Order, or

2.1.3 acceptance by the Buyer of the Seller's declaration of acceptance of the Order with the changes introduced by the Seller via e-mail within the time limit set for the Order to be binding.

2.2 Each change or supplement to the Order shall be considered a new offer. The Parties exclude the application of the modifying the acceptance of the Contract, i.e. the application of Article 68[1] of the Civil Code.

2.2.1 The Seller is obliged to confirm the acceptance of the Order no later than within 3 days from the date of its receipt. Lack of response within this time limit shall be deemed acceptance of the Order for completion.

2.3 The date of performance of the Contract shall be the date on which the Goods/Service fulfilling the requirements of the Order were delivered/performed in accordance with the conditions specified in the Order/Contract.

3 PRICE

3.1 Price will be stated in the Order/Contract and, unless otherwise stated, will include all charges related to the delivery of the Goods/Service (e.g., transport, insurance, all duties, surcharges, charges and taxes, including packaging, returnable packaging, unless the contract provides otherwise).

4 ORDERS

4.1 The Buyer shall place the Order with the Seller in which it specifies:

4.1.1 Goods/Services and their specifications,

4.1.2 Quantity (including the permitted level of deviation) and unit of measure,

4.1.3 Price and currency,

4.1.4 Place and base of delivery of Goods / provision of Services,

4.1.5 Date of delivery of Goods / provision of Services, 4.1.6 The time limit within which the Seller is bound by the Order.

4.2 Any changes in the manner of performance of the Contract, including the date or frequency of deliveries of Goods / stages of the provision of Service, shall require the agreement of duly authorised representatives of the Parties in writing (e-mail is acceptable).

5 TERMS AND CONDITIONS OF DELIVERIES / PROVISION OF SERVICES

5.1 The Seller shall deliver Goods / provide Service to the Buyer in accordance with the terms and conditions and specifications indicated in the Contract. These conditions shall be binding on the Seller.

5.2 The Seller shall immediately inform the Buyer of any situation which may affect the timely delivery of Goods / provision of Service. The above information, however, shall not release the Seller from its obligations hereunder.

5.3 The Order/Contract shall be deemed to be completed at the moment of physical handover to the Buyer of the Goods (without defects) / Services (without faults and defects) being the subject of the Order/Contract, in the place indicated by the Buyer together with required documents specified by the Buyer.

5.4 No later than 2 business days prior to the agreed date of dispatch/loading of the Goods, the Seller shall send the Buyer a shipping notification, stating the following information:

Contract/Order number, method and expected date of dispatch, shipping specification together with the number, weight, dimensions and content of packaging and all instructions necessary for proper transport, unloading and storage of the Goods.

5.5 The INCOTERMS Terms and Conditions contained in the Order/Contract shall always refer to the latest version of the INCOTERMS as adopted. Unless the Parties agree otherwise, the Goods shall be delivered by the Seller on the basis of DAP (Delivered at Place) of the Buyer's Plant. Provided that, for any reason during transport, the Goods will not be subject to insurance by the transport operator, the Seller undertakes to insure the Goods against all risks in transport at its own expense.

5.6 If the dispatch/loading of the Goods is from the EU, the supply must comply with the requirements/regulations of the intracommunity deliveries in particular those set out in EU Council Directive 2006/112 / EC of 28 November 2006 on a common system of value added tax and EU Council Implementing Regulation No. 282/2011 of 15 March 2011 laying down implementing measures for Directive 2006 / 112 / EC on the common system of value added tax..

5.7 The Order/Contract should be completed once, unless otherwise agreed by the Parties. If the Parties have allowed the possibility of partial completion of the Order/Contract, the obligation to notify shall apply to each delivery.

5.8 Notifications should be sent to the e-mail address given in the Order/Contract or to any other e-mail address indicated by the Buyer.

5.9 Each delivery shall be accompanied by a quality certificate, as well as other required documents regarding the quality of the Goods in accordance with the Parties' arrangements and applicable regulations, and a current product data sheet regarding hazardous substances.

5.10 According to the Regulation (EC) 852/2004 of the European Parliament and of the Council on the hygiene of foodstuffs of 29.04.2004 (Official Journal L139 as amended), means of transport must be clean, undamaged, free of extraneous odours, and be intended for the transport of foodstuffs. The temperature in transport must be adapted to the requirements specified for transported Goods.

5.11 The Buyer's Plant shall accept deliveries of Goods in unit packages from Monday to Friday from 8:00 a.m. to 3:00 p.m. Possible deliveries at other times shall require separate arrangements with the Buyer.

5.12 By concluding the Contract, the Seller confirms that he is aware of the fact that the Buyer's Plant has implemented an Integrated Management System based on ISO 9001, ISO 22000, ISO 14001 and OHSAS 18001 standards and IFS and BRC standards and undertakes to comply with the rules of conduct in force in the Buyer's Plant in this respect.

6 RECEIPT OF GOODS/SERVICES

6.1 The subject matter of the receipt shall be the delivery of the Goods/Service in accordance with the Contract.

6.2 The Goods should be inspected by the Buyer immediately after their receipt, however, if due to the nature and purpose of the Goods or the necessity to store them in closed packaging such inspection is impossible, acceptance shall be made at a later date.

6.3 Counting and weighing takes place in the presence of the driver delivering the Goods.

6.4 If any deficiencies are found on the day of arrival of the Goods at the destination, the appropriate note of the Buyer/Plant on the consignment note and the driver's signature on the consignment note is required to confirm the absence of the Goods. If the driver refuses to sign, the Buyer's report will be drawn up confirming the deficiencies.

6.5 Quality control of the Goods shall be performed by the Buyer or at the Buyer's Plant.

6.6 Quality complaints concerning a given batch of the Goods shall be reported by the Buyer in writing (e-mail is allowed) throughout the whole period of their shelf life. Any defects found shall be described in detail together with the delivery note number.

6.7 In the event of defects, shortages in quantity or damage to the Goods and/or packaging being found upon receipt, the Buyer shall be entitled, at its own discretion, to:

6.7.1 refuse to accept the Goods and demand immediate (within the shortest possible time agreed between the Parties, counted from the date of lodging the complaint) delivery of the Goods free from defects, in the quantity consistent with the Contract and without damage,

6.7.2 make conditional acceptance of the Goods and demand immediate supplementation of the missing quantities of the Goods (in the shortest possible time agreed between the Parties, counted from the date of lodging the complaint),

6.7.3 make conditional acceptance and demand price reduction or placing the Goods at the disposal of the Seller until the final settlement of the complaint,

6.7.4 withdraw from the Contract in full or in such part in which the Goods turned out to be defective.

6.8 Hidden defects which could not have been detected during the inspection after the delivery of the Goods/Service shall be reported by the Buyer by phone and then confirmed in writing (email is allowed) immediately after their detection. The identified defects shall be described in detail together with the number of the inspected batch.

6.9 A specified batch of the Goods complained about should be secured and made available for the Seller's evaluation.

6.10 The Seller is obliged to remove defects and deficiencies as soon as possible.

6.11 Lack of response to the complaint within 7 days from the date of receipt of the complaint will be treated as an acceptance of the complaint.

6.12 The Buyer shall assist the Seller in investigating the complaint by providing access to protocols, weight reports, photographs, test results, analyses, etc.

6.13 If the Seller disputes the complaint and the result of analyses, an independent, reputable Research Institute shall carry out an examination/expertise and its results shall be binding on the Parties. The cost of research/expertise shall be borne by Seller if Buyer's standpoint is confirmed.

6.14 All Goods rejected by the Buyer which do not meet the quality requirements shall be returned to the Seller at its expense and risk or, at the Buyer's choice, shall be stored at the expense and risk of the Seller or disposed of at its expense.

6.15 Replacement or return of the defective Goods shall take place at the expense of the Seller.

6.16 In case of withdrawal from the Contract by the Buyer, the Seller shall return to the Buyer the payment for the Goods and the Buyer shall return the Goods affected by defects at the cost and risk of the Seller. In the statement of withdrawal, the Buyer shall indicate:

6.16.1 bank account number to which the Seller will reimburse the payment for the Goods,

6.16.2 the date of return of the payment for the Goods.

6.17 The provisions of this Section 6 of the GTCP relating to defective Goods shall apply to the Services.

7 PAYMENT TERMS

7.1 Invoices shall be payable within 55 days from the date of delivery of a correctly issued VAT invoice to the Buyer, unless the Contract provides otherwise.

7.2 All payments are made in PLN, unless the Contract specifies otherwise.

7.3 Costs of the Buyer's bank to be debited to the Buyer's account, costs of the Seller's bank(s) to be debited to the Seller's account.

7.4 The day of payment shall be the day of crediting the bank account of the Seller.

7.5 On each invoice, document related to the invoice must be given the Order/Contract number, Seller's NIP number and Buyer's NIP number and (if applicable) tax representative's NIP number, Goods code from the Order/Contract. Failure to include on the invoice the Order/Contract number and Seller's NIP number and Buyer's NIP number and (if applicable) tax representative's NIP will entitle the Buyer to withhold payments until they are completed.

7.5.1 The Seller shall send the Buyer an invoice in electronic form upon delivery of the Goods / provision of the Service or within the time limit specified in the Order to the following address: **faktury@hortex.pl**,

7.6 An invoice in electronic format shall comply with the following requirements:

7.6.1 invoices should be sent in a PDF file in A4 size (one file in one e-mail),

7.6.2 all pages of a single invoice and attachments in a single file,

7.7.3 file not protected by a password (digital signature is acceptable),

7.6.4 image resolution up to 300 DPI, 7.7.5 single page file size no larger than 0.5 MB.

7.7 If the Goods/Service do not meet the requirements specified in the Contract or are not delivered in accordance with the Contract, the Buyer shall be entitled to withhold payment until Seller performs in accordance with the Contract. This does not limit the Buyer's right to demand compensation for damage on general principles of liability for damages.

7.8 The Seller may not, without the express written consent of the Buyer, assign receivables under the Contract.

8 SELLER'S LIABILITY

8.1 The Seller shall be fully liable for the proper performance of the Contract.

8.2 The Seller assures that the Goods being the subject of the delivery are free from any legal defects.

8.3 The Seller shall be fully liable for the completeness, truthfulness and correctness of all statements and data provided to the Buyer.

8.4 The Seller shall be fully liable for non-compliance with any legal regulations which he is obliged to comply with in accordance with the GTCP.

9 TERMINATION/WITHDRAWAL FROM THE CONTRACT

9.1 Irrespective of the generally applicable provisions of law, the Buyer shall be entitled to withdraw from the Contract in the event of:

9.1.1 significant infringement of the provisions of the Contract on the part of the Seller, in particular finding defects of the delivered Goods, while the Buyer cannot withdraw from the Contract, if at the time of making this declaration the said significant infringement ceased to occur and its effects were removed by the Seller;

9.1.2 if the occurrence of force majeure preventing the performance of the Contract lasts continuously longer than 30 days;

9.1.3 if the total delay of the Seller in performing the subject of the Contract exceeds 30 days;

9.2 A significant infringement on the part of the Seller justifying the withdrawal from the Contract on the terms specified in point 9.1.1 shall be deemed in particular:

9.2.1 breach of the provisions of the Contract essential for the proper performance of the subject of the Contract;

9.2.2 entrusting by the Seller the performance of all or part of the Contract to a third party in breach of the provisions of the Contract, in particular the conclusion of the Contract with a subcontractor without the consent of the Buyer;

9.2.3 improper performance of the Contract by the Seller despite a written (e-mail is acceptable) request by the Buyer to stop the infringements and the lapse of the additional period for removing their consequences set forth in this request;

9.2.4 withholding by the Seller, without a significant reason, the performance of the Contract;

9.2.5 non-performance or persistent refusal by the Seller to perform its obligations under the Contract;

9.2.6 loss of the Seller's capacity to perform the subject matter of the Contract;

9.2.7 unjustified delays in the performance of the subject matter of the Contract caused by the Seller.

9.3 In the event of withdrawal from the Contract in full or within the scope of the non-performed part of the Contract by any of the Parties due to a force majeure event lasting longer than 30 days, the settlement of the Contract shall be based on the arrangements of the Parties, based on a protocol of advancement of the Contract performance as at the date of its termination, approved by both Parties.

10 FORCE MAJEURE

10.1 If the Buyer or Seller are unable to perform the Contract in accordance with its terms and conditions for reasons beyond their control ("**Force Majeure**"), neither Party shall be liable to the other Party for any delay in performance or non-performance of the Contract provided that the obligations set forth in point 10.2 are fulfilled. Force Majeure includes, among others, war, threat of war, riots, population riots, natural disasters, actions taken by the government, terrorist actions, epidemics, action of forces of nature, flood, fire.

10.2 If one of the Parties is likely to be affected by Force Majeure, it shall immediately inform the other Party in writing (e-mail is acceptable). Without proper notification to the other Party, neither Party can invoke the circumstances of Force Majeure. The party invoking Force Majeure is obliged to present a document confirming the reason preventing the performance of the Contract, issued by the competent authority.

10.3 If Force Majeure prevents delivery of the Goods / provision of the Service for a period exceeding 30 days, the Buyer shall have the right to terminate the Contract on the basis of written notice with immediate effect.

10.4 In the event that the performance of the Contract is disturbed by verified circumstances of Force Majeure, the deadlines for delivery of the Goods / Services shall be deemed postponed proportionally to the time in which the Seller could not perform the obligation, subject to point 10.3. However, the Seller shall immediately notify the Buyer of the occurrence of the circumstances of Force Majeure and shall take all necessary steps to limit its effects.

11 CONFIDENTIALITY

11.1 The Seller undertakes that without the Buyer's prior written consent he shall not disclose to any third parties, directly or indirectly, any information on production, software, technical, technological, organisational, accounting, financial, personal, commercial, statistical or employee matters, or any other data or information constituting a secret of the Buyer's business, companies from the Hortex Group or cooperating entities, including information coming from customers ("**Confidential Information**"), which the Seller will obtain during and/or in connection with the performance of the Contract. Confidential Information may be used by the Seller solely for the purpose of delivering the Goods / provision of the Service and fulfilling the obligations hereunder.

11.2 Any documentation transferred to the Seller shall remain the property of the Buyer and may be used by the Seller and disclosed to third parties only for the purpose of performance of the Contract for the Buyer.

11.3 The Seller is obliged to treat the Contract/Order submitted by the Buyer as confidential. Moreover, the Seller is obliged to treat any other materials and information received from the Buyer related to the subject matter of the Order as confidential.

11.4 The Seller is obliged to take all necessary actions and apply measures (at least the same as those taken and applied in the case of information constituting a business secret of the Seller) in order to prevent disclosure, transfer, disclosure to third parties or use of the Confidential Information for purposes other than strictly related to the performance of the Contract, and to secure the Confidential Information against unauthorised access.

11.5 The Seller may invoke the fact of cooperation with the Buyer (references) only with the written consent of the Buyer.

11.6 The Seller consents to the processing of data related to the performance of the Contract by the Buyer.

11.7 The Seller shall provide and obtain assurances from its employees and other third parties (including, but not limited to, representatives, subcontractors, suppliers, consultants and any affiliates) to whom the Seller provides Confidential Information, that the Confidential Information will be kept secret, that the provisions of the Contract/Order placed pursuant to these GTCP will be kept secret, and that the Confidential Information will not be disclosed to third parties.

11.8 The obligation of confidentiality shall continue throughout the term of the Contract and up to 5 years after its termination or expiry. Disclosure of Confidential Information by the Buyer to affiliated companies does not constitute a breach of confidentiality as set forth above.

12 JURISDICTION - APPLICABLE LAW

12.1 Unless otherwise specified in the Contract, the Parties reserve the exclusive jurisdiction of Polish law for legal relations between the Buyer and the Seller. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to the legal relations between the Buyer and the Seller shall be excluded in its entirety.

12.2 If a dispute arises and no agreement is reached - the Parties shall submit the dispute to the court of general jurisdiction competent according to the registered office of the Buyer.

13 CONFORMITY CLAUSE

13.1 The Parties are obliged, within the scope of their business activity, to comply with mandatory provisions of law, in particular with regard to:

A. labour law (including provisions concerning equal treatment, health and safety at work, freedom of action of trade unions, minimum wage, right to rest);
B. protection of personal data;
C. intellectual and industrial property rights;
D. competition and consumer protection;
E. anti-money laundering and anti-terrorist financing;
F. tax law provisions;
G. environmental protection law;
H. food safety and quality, and, in particular, Polish and international standards in this field;
I. provisions on the conduct of business.

13.2 The Parties are also obliged, in the course of their business activities, to ensure the implementation, application and monitoring of preventive measures in the following fields:

13.2.1 occurrence of conflicts of interest between the Parties, or between a Party and any of the persons referred to in point 13.5, and in the case of joint ventures - also between the Parties and a third party;

13.2.2 creating the conditions to enable or facilitate the commission of criminal acts by the persons referred to in point 13.5, in particular with regard to corrupt practices, bribery, invoking influence or paid protection.

13.3 During cooperation, the Parties are committed to ensuring compliance with laws and regulations issued by administrative supervisors and to seeking the highest possible level of compliance with best market and industry practices, including corporate social responsibility.

13.4 By concluding the Contract, the Seller represents that he undertakes to familiarise itself with the Code of Ethics implemented by the Buyer and, by concluding the Contract, confirms that he shares the values contained therein and undertakes to observe its provisions (including in the event of its update) made available by the Buyer through publication on its website or in any other manner agreed upon by the Parties. The Seller declares that this provision shall also apply to all persons referred to in point 13.5.

13.5 By concluding the Contract, the Parties declare that, notwithstanding any specific provision of the Contract, they shall be liable for the acts or omissions of members of their bodies, representatives and persons authorised to act in their name or on their behalf, persons employed by the Party (regardless of the legal basis), as well as their subcontractors or other contractors acting in their name or on their behalf, which constitute a violation of this Clause.

13.6 Each Party shall promptly notify the other Party of the occurrence of circumstances that may indicate a violation by either Party or any of the persons identified in point 13.5 of any of the provisions of section 13 concerning compliance.

13.7 In case of violation by the Seller of the provisions of section 13 concerning compliance, in particular in case any of the Seller's statements turned out or became untrue, the Buyer is entitled to terminate/withdraw from the Contract with immediate effect. Termination of the Contract pursuant to the provision contained in the preceding sentence shall be deemed to be due to reasons attributable to the Seller.

14 PROCESSING OF PERSONAL DATA

14.1 **If the Seller is a natural person, the Buyer informs that:**

14.1.1 Your personal data controller is Hortex Sp. z o.o. with its registered office in Warsaw ("**Hortex**" or "**Controller**").

14.1.2 You can contact Hortex by using the contact form available at: http://www.hortex.pl/kontakt/, and in writing to the following address: Mszczonowska 2, 02-337 Warszawa

14.1.3 Hortex has appointed a Data Protection Officer who can be contacted via e-mail at iod@hortex.pl in any case concerning the processing of personal data.

14.1.4 Your personal data will be processed:

a) for the performance of the Contract – legal basis is the processing necessary for the performance of the Contract you have entered into (Article 6(1)(b) GDPR);

b) in order to fulfil Hortex's legal obligations under generally applicable law, in particular in the fields of accounting and tax law – legal basis for the processing is Article 6(1)(c) GDPR;

c) for the possible establishment or enforcement of claims or defence against claims – legal basis for the processing is the legitimate interest of Hortex (Article 6(1)(f) GDPR); the legitimate interest is to allow Hortex to pursue or defend against claims.

14.1.5 Your personal data will be transferred to providers of services to Hortex that are necessary for the performance of the Contract, such as accounting and legal services.

14.1.6 Your personal data will be processed for the period necessary for the performance of the Contract. The processing period may be extended by the statute of limitations in each case if the processing of personal data is necessary to assert or defend against any claims by Hortex. After this period, your personal data will be processed only to the extent and for the period resulting from legal regulations, in particular accounting regulations.

14.1.7 You have the right to access the content of the data and to request their rectification, deletion, restriction of the processing, the right to transfer the data and the right to object to their processing.

14.1.8 You also have the right to lodge a complaint with the data protection supervisory authority if you believe that the processing of your personal data violates the provisions of the GDPR.

14.1.9 Your details are required by Hortex in order to enter into and perform the Contract. Failure to provide the data will result in the impossibility of concluding and performing the Contract.

14.2 **If the Seller is a legal person or an entity without legal personality, the Seller is obliged to provide the persons indicated for contact by the Seller with the following information:**

14.2.1 Your personal data controller is Hortex Sp. z o.o. with its registered office in Warsaw ("**Hortex**" or "**Controller**").

14.2.2 You can contact Hortex by using the contact form available at: http://www.hortex.pl/kontakt/, and in writing to the following address: Mszczonowska 2, 02-337 Warszawa.

14.2.3 Hortex has appointed a Data Protection Officer who can be contacted via e-mail at iod@hortex.pl in any case concerning the processing of personal data..

14.2.4 Your personal data has been disclosed to the Controller by your employer in connection with the performance of the Contract between your employer and the Controller.

14.2.5 The scope of your personal data processed by the Controller includes business contact details. This data is necessary for the exchange of information relating to the implementation of the Contract.

14.2.6 Your personal data will be processed in order to:

a) implementation of the Contract - legal basis for processing is the legitimate interest of the Controller and your employer (Article 6(1)(f) of the GDPR); the legitimate interest is to enable the Controller to perform the Contract efficiently on an ongoing basis.

14.2.7 Your personal data may be transferred to suppliers of IT systems and services, entities providing the Controller with services necessary to implement the Contract concluded with your employer.

14.2.8 Your personal data will be processed for the period necessary for the implementation of the Contract – this period may be extended by the time necessary to establish, investigate or defend against claims related to the Contract.

14.2.9 You have the right to access the content of the data and to request their rectification, deletion, restriction of the processing, the right to transfer the data and the right to object to their processing.

14.2.10 You also have the right to lodge a complaint with the data protection supervisory authority if you believe that the processing of your personal data violates the provisions of the GDPR.

14.2.11 You have the right to object to the processing of personal data for the purpose set out in point 6 above for reasons connected with your particular circumstances.

14.2.12 Providing this information is necessary for the proper implementation of the Contract by Hortex. Failure to provide the data will result in difficulties in its implementation.

15 FINAL PROVISIONS

15.1 Unless otherwise stated in the Contract, any provision of these GTCP cannot be construed as a transfer of intellectual property rights by either Party or the establishment of any licence.

15.2 Each Party undertakes to inform the other Party immediately of any change of address. If a Party does not notify the change of address, deliveries made to the last address known to the other Party shall be deemed to be effective. The Party who does not notify of the change of address will be liable for damages caused by failure to comply with this obligation.

15.3 In case any of the provisions of the GTCP or the Contract are declared invalid due to illegality, ineffectiveness or unenforceability or if there is a gap in the GTCP or the Contract, the remaining provisions of the GTCP or the Contract shall remain valid and effective and the performance of the Contract shall be continued without this clause, unless material provisions of the GTCP or the Contract are affected by invalidity or it follows from its content that without the provisions affected by invalidity the Contract would not have been concluded. In such a case, the Parties undertake to replace such a provision with another valid and effective provision which, in terms of its economic and financial impact and the intentions of the Parties, shall be as close as possible to the provision affected by the nullity.

15.4 Any amendments to the Contract require, under pain of nullity, the same form in which the Contract was concluded. Any deviations from the GTCP require, under pain of invalidity, the explicit acceptance of the Buyer expressed in the form in which the Contract was concluded.

15.5 The GTCP shall be valid from 1 August, 2020.