

GENERAL CONTRACT TERMS AND CONDITIONS OF
INTERPHONE SERVICE SP. Z O. O.
WITH THE SEAT IN MIELEC


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Document history:

Document version	Effective Date	Executive	Description of the introduced changes
01	01.04.2021	Andrzej Talarek	Introduction of the GCTC in the IPS Company
02			
03			
04			
05			

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Chapter I Definitions

For the purposes of the herein General Contract Terms and Conditions [GCTC], the following definitions shall apply to the below terms:

GCTC – the herein General Contract Terms and Conditions of InterPhone Service sp. z o. o.;

IPS - INTERPHONE SERVICE Sp. z o. o. with the seat in Mielec (39-300) at ul. Inwestorów 8, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register under the KRS No. 0000328887, NIP 966-198-99-52 and the share capital amounting to 50,000, paid up in full. IPS hereby declares that it has the status of a large enterprise in the meaning of the Act of 8 March 2013 on combating undue delays in commercial transactions;

Recipient – each entity which is an entrepreneur in the meaning of Art. 43 [1] of the Civil Code, with which IPS concludes a Contract, excluding the entrepreneurs within the Cyfrowy Polsat S.A. Capital Group, comprising IPS;

Contract – each Contract concluded by IPS, regardless of the form and mode of conclusion, where IPS acts as the entity under the obligation to manufacture the items defined as to their kind and to deliver them in parts or periodically to the Recipient, while the Recipient acts as the entity under the obligation to collect such items and to pay the price. In the case of unnamed contracts incorporating the element of sales or delivery, the GCTC shall apply to such part of the rights and obligations of IPS and the Recipient which corresponds to the rights and obligations of the parties to the contract of sale or delivery;

Offer – shall mean the IPS's declaration of will to conclude the Contract, submitted by IPS to the Recipient, signed by the persons authorised to represent IPS, defining significant provisions of the Contract (including the description of the product, price as well as Offer validity term);

Order – shall mean the Recipient's declaration of will submitted with reference to the Offer and commissioning IPS to manufacture the items defined as to their kind and to deliver thereof to the Recipient for a remuneration defined by the Parties.

Chapter II General Provisions

1. GCTC shall apply to all Contracts concluded by IPS, unless IPS concludes a separate Contract with the Recipient, in which the Parties expressly exclude the application of the GCTC in whole or in part or if IPS expressly excludes in the Offer the application of the GCTC in whole or in part.

2. If a part of GCTC's provisions is excluded, the remaining provisions of the GCTC shall be binding and shall constitute an integral part of each Contract.
3. GCTC are generally available at the IPS's website at the following address: <https://www.interphone.com.pl/en/downloads> and at the seat of IPS.

Chapter III

Contract Conclusion. Form of the Declarations of Will

1. The Contract shall be concluded the moment the Recipient submits the Order in response to the Offer of IPS unless IPS submits the declaration that it refuses to accept the Order for processing within 4 working days following the day on which the Client has placed the Order.
2. IPS shall confirm the Order acceptance by way of sending to the Client the information confirming that IPS proceeds with the performance of the Contract not later than within 4 working days following the Order receipt date.
3. The Offer validity term shall be indicated in the Offer. If the Offer does not include the validity date, it shall be valid for 2 weeks following the day on which IPS has submitted thereof.
4. The application of the provisions mentioned in Art. 66¹§1-3 of the Civil Code shall be hereby excluded.
5. The venue where the Contract is concluded shall be deemed to be the seat of IPS.
6. The declarations of will of the Parties linked with the Contract conclusion (in particular, Offer placement, Order placement, declaration on refusal to accept the Order, IPS's declaration stating that it accepts the Order for completion) may be submitted in writing or in a document form via electronic mail. Amendment and/or supplement to the Contract shall be, however, made in writing, otherwise, shall be deemed null and void.

Recipient's representations of will linked with the conclusion of the Contract, including Order placement, may be submitted via electronic mail to the following address: b2b@interphone.com.pl or to the e-mail address of the IPS employee with whom the Customer corresponds regarding the Agreement.

Chapter IV

Prices, Invoices, and Payment

1. The prices provided in the Offer shall be net prices to which the due value added tax [VAT] shall be added as per the rate applicable on the invoice issuance date, in line with the applicable provisions of law.
2. The Prices provided in the Offer shall be based on the production volume indicated in the Offer and based on the technical documentation furnished by the Recipient. The Price shall not include any potential costs related to the obtainment of a license from third parties, for which the Recipient is responsible.

3. IPS reserves the right to change the prices stated in the Offer if the production volume changes and/or any technical documentation furnished by the Recipient changes as well as if any circumstances occur beyond the control of IPS, influencing the basis of price calculation.
4. The Recipient shall have the obligation to pay the price via wire transfer to the IPS's bank account indicated in the invoice within the term stated in the Offer. If the payment date is not stated in the Offer, the Recipient shall have the obligation to pay the price within 14 (fourteen) days following the day on which IPS has issued the invoice. IPS shall be entitled to issue the invoice after it notifies the Recipient that the items are ready for dispatch or for collection.
5. The time of the receipt of payment shall be deemed as the day on which the IPS's bank account is credited with the due amount of the price.
6. If the price is expressed in the Offer in foreign currency, the NBP's (the National Bank of Poland) selling rate shall apply as per the day preceding the invoice issuance date.
7. IPS reserves the right to demand in the Offer an advance payment to be made in the amount stated in the Offer or price payment security to be granted, e.g. in a form of a letter of credit, a bank guarantee. If the Recipient fails to meet the obligation to pay the advance and/or to secure the price payment within the deadline indicated by IPS, IPS shall be entitled to withdraw from the Contract and/or Offer within 30 days following the day on which the deadline for advance payment and/or security establishment passes.
8. If, following the Offer placement or Contract conclusion with the Recipient, any doubts arise on the part of IPS as to the solvency of the Recipient, it shall be authorised to request from the Recipient prior to Order fulfilment or products' release – to pay the total price, prior to product release or security establishment within the term set by IPS. Moreover, IPS shall be authorised to withdraw from the Contract after the expiry to no effect of the deadline set for the total price payment or security establishment, within 14 days following the expiry to no effect of the time limit for the payment of the total price or security establishment.
9. The circumstances giving grounds for the doubts as to the solvency of the Ordering Party shall be deemed, in particular, to be:
 - (a) insolvency in the meaning of Art. 11 of the Act of 28 February 2003 Bankruptcy Law (i.e., Journal of Laws [Dz.U.] of 2016, item 2171, as amended),
 - (b) the risk of insolvency in the meaning of Art. 6 section 3 of the Act of 15 May 2015 Restructuring Law (i.e., Journal of Laws [Dz.U.] of 2017, item 1508, as amended),
 - (c) delay in payment by the Recipient for the due invoice issued by IPS, exceeding 14 days.
10. The right of deduction, the right of retention is vested in the Recipient solely if its counterclaim has been confirmed by an enforceable court judgment or has been recognised by IPS in writing, otherwise deemed null and void.

The manufactured products shall remain the property of IPS as long as the Recipient does not pay the total price for such product. The transfer of the ownership of products to the Recipient shall take place the moment the price is paid along with any potential interest for the delay in payment.

Chapter V Delivery

1. The Delivery shall take place in line with the following Incoterms 2010 rules:

- (a) collection by the Recipient from IPS's warehouse (Incoterms 2010 subject to EXW) or
 - (b) dispatch to the Recipient (Incoterms 2010 subject to DAP).
2. The terms and conditions of the delivery shall be, each time, defined in the Offer.
 3. If the Recipient is in delay with the collection of the products or their part, IPS shall be authorised to charge from the Recipient all expenses thus accrued (in particular the expenses pertaining to storage, maintenance, insurance and other extra costs or compensation for the damage suffered in connection with the delay in the collection of products). The risk of loss or damage to the products from the moment such delay occurs shall encumber the Recipient.
 4. Notwithstanding the provision of section 3 above, IPS shall set for the Recipient who is in delay with the collection of the products or their part, a new, at least 3-day long term for their collection. After the term expires to no effect, IPS shall be authorised, at its discretion, to dispatch the ordered products to the Recipient's warehouse, its seat or other place of Recipient's business, at its cost and risk, issue the VAT invoice, including the products' price plus any potential extra costs and costs accrued due to any changes to the terms and conditions of the delivery or to withdraw from the Contract or its part, i.e. with regard to the products which have not been collected by the Recipient - within 14 days following the date on which the additional term for the collection expires and to charge the Recipient with any potential costs, including the costs of the purchased components, necessary to manufacture the products.

Chapter VI

Warranty and Guarantee

1. IPS grants to the Recipient a 12-month long guarantee that the assembly services rendered by IPS in the implementation of the obligations defined in the Offer shall be performed in line with the technical documentation furnished by the Recipient. The guarantee period shall be calculated from the day on which the Recipient collects the products.
2. The defect shall be deemed as a faulty operation of the product resulting from the assembly which is not in line with the technical documentation furnished by the Recipient.
3. If the product defect is reported, the Recipient shall have the obligation to provide access to the product questioned to be investigated by IPS to determine the soundness of the complaint. IPS may commission technical expertise to be carried out or other relevant inspection to verify whether the defect exists. In such case, the complaint shall be recognised after the receipt of the expertise or inspection report.
4. When IPS inspects the product complained about, a relevant report shall be drawn, in which the IPS's representative shall include its remarks, in particular whether it accepts the complaint filed, and if yes, to what extent.
5. If the complaint is found to be well-grounded, IPS may, at its own discretion: a) exchange the faulty product with the product which is free from defects, b) lower the price according to the defect found, if despite the defect the delivered product is still suitable for use, c) repair the product at its own cost d) reimburse the price for the faulty product.

6. Under the guarantee, IPS undertakes to perform the obligations resulting from the guarantee in line with the following deadlines:

TIME TO RESPOND	48 H following the moment the complaint is filed and the questioned product is delivered
TIME TO ANALYSE THE COMPLAINT AND THE COMPLAINT'S VALIDITY	5 working days following the moment the complaint is filed
TIME TO RECOGNISE THE COMPLAINT	21 working days following the moment IPS determines whether the complaint is justified

7. If the complaint turns out to be unjustified, IPS may charge the Ordering Party with the costs of establishing the validity of the complaint, including the costs of technical expertise and other relevant tests to determine the existence of the defect. The contracting authority undertakes to reimburse IPS for the costs referred to in the preceding sentence within 14 days from the date of receipt of the request.
8. The Recipient shall have the obligation to inspect the delivered products, in particular their condition, quality, quantity, assortment and whether they conform to the Contract, immediately after their delivery and make a relevant remark on the consignment document, as well as immediately report to the person delivering the products and to IPS, via electronic mail to the address: qualitycontrol@interphone.com.pl any potential objections in this regard and allow the Recipient's representative to inspect the products.
9. If the Recipient collects the merchandise without inspecting it within the above-mentioned extent or fails to submit objections immediately after inspecting the products, it shall be deemed as a confirmation that the products have been manufactured and delivered in line with the Contract, in a proper condition, quantity and quality and that they have proper features and properties.
10. IPS grants the guarantee to the Recipient for the components purchased from IPS and used for the manufacture of the products ordered by the Recipient, subject to the conditions defined by the manufacturer of the given component.
11. IPS excludes its responsibility for:
- warranty for product defects in line with Art. 558 of the Civil Code;
 - defects of the components purchased by the Recipient and entrusted to IPS to manufacture the ordered products;
 - structural defects if the production takes place pursuant to the technical documentation furnished by the Recipient or according to the manner defined by it in the Order;
 - defects of the final product manufactured with the use of the product;
 - product's defects or its elements which are subject to wear and tear such as: batteries, rechargeable batteries, bulbs, etc.;
 - latent defects,
12. damage suffered by the Recipient as a result of the fact that the producer of a component rejected to acknowledge the complaint, as mentioned in section 9 above.

Chapter VII Responsibility

1. Subject to the mandatory provisions of law, IPS shall be liable against the Recipient solely for the actual damages resulting from a gross negligence of IPS or which has been caused intentionally by IPS to the Recipient. In particular, IPS shall not be liable against the Recipient for lost benefits which the Recipient might have been achieved if it had not suffered the damage, including, in particular, for production losses, loss of profit, loss of use, loss of contracts or any consequential loss or indirect loss of any kind.
2. Subject to the mandatory provisions of law, the liability of IPS for the damage of the Recipient related to non-performance or improper performance of the Contract by IPS shall be limited to the amount of the remuneration of IPS due for the fulfilment of the obligations defined in the Contract.
3. If IPS shall be under the obligation to make the delivery based on samples, drawings, documentation, designs, models or other specification or instructions of the Recipient, the Recipient assumes the responsibility for such a fact that as a result of IPS's fulfilment of obligations, no infringement of any rights of third parties takes place, including the intellectual property rights of third parties. The Recipient shall have the obligation to release IPS from any claims of third parties and to remedy the damage suffered by IPS (to the fullest extent permitted by law) in connection with any potential violation of such rights of third parties (which shall also include the costs of any potential legal advice and legal representation costs) and it shall have the obligation to undertake any measures provided by law to act instead of IPS in any potential proceedings as a defendant or, if it is not feasible, join the pending proceedings as an intervener on the part of IPS.

Chapter VIII Responsibility for the Product

1. If IPS has the obligation to manufacture the products for the Recipient subject to its technical documentation or in line with its instructions, as well as if the product manufactured by IPS for the Recipient has left the production process commenced by IPS, but entered the commercial process because the Recipient had offered the product to the clients to use or consume, the Recipient shall assume the responsibility for the fact that as a result of IPS's fulfilment of the obligation to manufacture the products for the Recipient and that the Recipient markets such products, no damage is made to third parties by such product. The Recipient shall have the obligation to release IPS from any claims of third parties and to rectify the damage suffered by IPS (to the fullest extent provided by law) in connection with any potential damage caused by such product and it shall have the obligation to undertake any measures provided by law to appear instead of IPS in any potential proceedings as a defendant or, if it is not feasible, join the pending proceedings as an intervener on the part of IPS.
2. If IPS has the obligation to manufacture the products for the Recipient subject to its technical documentation and in line with its instructions, as well as if the product manufactured by IPS for the Recipient has left the production process commenced by IPS, but entered the commercial process because the Recipient had offered the product to the clients to use or consume, the

Recipient shall assume the responsibility and the obligation to pay any environmental fees, including product fees for the marketing of the products manufactured by IPS subject to the Contract, and undertakes to reimburse to IPS any fees, administrative penalties which will be imposed on IPS if the Recipient violates the obligation to pay them in line with the provisions of law.

Chapter XI Force Majeure

1. In the event of Force Majeure, the dates of the delivery or the fulfilment of other obligations resulting from the Contract shall be postponed (extended) by the duration of such obstacle caused by the Force Majeure.
2. Force Majeure shall be deemed as unforeseeable circumstances or events of an extraordinary nature that the Parties could not have prevented and their occurrence influences the performance of the Contract or its part in line with the arrangements of the Parties, e.g. lack of deliveries or delays in the delivery of components to IPS, fire, flood, war, riots, terrorist attacks, epidemics, pandemics, restrictions related to the quarantine, introduction of the state of emergency, state of epidemics, martial law.
3. If the Force Majeure occurs, the Party exposed to its influence shall not be responsible for failure to perform or improper performance of the Contract caused by that. The Party exposed to the influence of the Force Majeure may also withdraw from the Contract if the duration of the obstacle caused by Force Majeure is longer than 3 (three) months. Such right shall be granted for a period of a month following the expiry of the date as mentioned above. In the above-mentioned cases, the other Party may not seek interests, compensation, contractual penalties or other similar benefits from the Party which is exposed to the influence of Force Majeure. The Party exposed to the influence of Force Majeure shall have the obligation to notify immediately the other Party about such a fact. The Parties shall undertake cooperation to minimise the effects caused by the occurrence of the Force Majeure.

Chapter X Applicable Law and Dispute Resolution

1. The herein General Contract Terms and Conditions shall be governed by Polish law. The provisions of the United Nations Convention on the International Sale of Goods of 11 April 1980 (Journal of Laws [Dz.U.] of 1997, number 45, item 286) and each convention adopted in its place shall not apply.
2. In the event of any potential disputes which may arise or result in the future between IPS and the Recipient from any Contract concluded by them with the application of the herein GCTC, the competent court shall be solely the common court with the jurisdiction over the seat of IPS.
3. Provided that one or more provisions of the herein GCTC appears to be invalid or ineffective, it shall not result in the violation of the validity or effectiveness of other provisions of the

herein GCTC, which shall remain in force. If this is the case, the invalid and ineffective provisions shall be governed by the relevant provisions of Polish law.

In the event of any discrepancies between the Offer and the Order, the provisions of the Offer shall prevail.

Chapter XI Confidentiality

1. The Parties undertake to keep secret against access or disclosure to third parties, any information or data disclosed by the other Party in connection with the performance of the Contract, including all technical, technological, economic, financial, commercial, legal, organisational, operational information regarding the other Party or its business, not disclosed to public by the Party (hereinafter referred to as the: "Confidential Information").
2. The Parties undertake to use the Confidential Information solely to perform the provisions of the Contract and not to use the Confidential Information for any other purpose, both during the Contract term and after its expiry as well as neither disclose nor transfer any Confidential Information in any form to third parties.
3. The Confidential Information may be transferred to third parties by one party to the Contract solely subject to prior written consent of the other party of the Contract as well as in the performance of the obligations imposed on the other party to the Contract by mandatory provisions of law, about which, however, if there is the necessity to transfer the Confidential Information, the other Party to the Contract shall be immediately duly notified in advance.

Chapter XII Personal Data

1. The Controller of the personal data transferred in connection with the Contract shall be InterPhone Service Sp. z o.o. with the seat in Mielec, ul. Inwestorów 8, 39-300 Mielec, a company entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register under the KRS No. 0000328887, NIP 966-198-99-52 and the share capital amounting to PLN 50,000.00 (hereinafter referred to as the "Controller" or "IPS").
2. The Controller shall process the personal data in line with the applicable provisions of law, including the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing the Directive 95/46/EC, so-called General Data Protection Regulation (hereinafter referred to as the: GDPR or Regulation).
3. The Controller has appointed the Data Protection Officer who may be contacted by writing to: email address: rodo.kancelaria@interphone.com.pl
4. The Controller shall process the personal data of the Recipient in order to:
 - a) conclude and perform the Contract – for the period preceding the Contract conclusion and for the period of the Contract performance [legal basis – Art. 6 (1) (b) of the Regulation – the processing is necessary to perform the Contract, the party to which is the data subject];

- b) archive within the extent necessary to perform the legal obligations, in particular, tax provisions, rules on accounting – for the period resulting from such provisions [legal basis – Art. 6 (1) (c) of the Regulation – fulfilment of the obligation imposed by the provisions of law];
 - c) potentially determine, seek claims or defend against claims, including the sales of receivables – for the duration of the proceedings and for the limitation period of potential claims [legal basis – Art. 6 (1) (f) of the Regulation – fulfilment of the controller’s legitimate interest in a form of seeking claims and defend against claims related to the Contract];
 - d) meet internal administrative goals of the Controller, including audits and external inspections – for the period until the legitimate interest of the Controller is met, constituting the basis for the processing – [legal basis – Art. 6 (1) (f) of the Regulation – fulfilment of the controller’s legitimate interest]
 - e) meet the purposes connected with marketing and advertising of the services provided by IPS, including commercial offers sending – for the period when the legitimate interests of the Controller are fulfilled, constituting the basis for the processing – [legal basis – Art. 6 (1) (f) of the Regulation – fulfilment of the controller’s legitimate interest] – however, not longer than 5 years.
5. The Recipient shall have the right to file, at all times, an object against the processing of the personal data by the Controller. The Recipient may exercise the right if the legitimate interest of IPS constitutes the basis for the processing. The Controller shall be, however, able to process the data further if it demonstrates that there are valid, legitimate grounds to process, overriding the interests, rights and freedoms of the Recipient or if it demonstrates that the data are necessary to determine, seek or defend against claims.
6. In connection with personal data processing, the Recipient shall be also vested with the rights as follows:
- a) The right to access the personal data. The Recipient shall have the right to obtain from IPS the confirmation that its personal data are processed and to obtain access to such data, their copies as well as the information about the purposes of its personal data processing, information about the categories of the personal data processed by the Controller, information about the recipients or categories of recipients to whom the Controller had disclosed the personal data or to whom it intends to disclose the data, about the anticipated period of storage, about the rights connected with personal data processing, the right to file a complaint to the supervisory authority, the data source and about automated decision-making (if applicable);
 - b) The right to rectify the data. The Recipient shall have the right to request IPS to rectify immediately the personal data that are incorrect or the right to request the incomplete personal data to be supplemented.
 - c) The right to erase the personal data (hereinafter also referred to as the “right to be forgotten”). The Recipient has the right to request the Controller to delete the personal data immediately provided that at least one of the premises is met:
 - a) the personal data are no longer necessary to achieve the purposes for which they have been collected or are processed;
 - b) the Recipient has objected to the personal data processing, and the Controller has no legitimate, overriding bases for their processing;

- c) the Controller have been processing the personal data contrary to law;
 - d) the Controller must erase the personal data to meet the obligation legally imposed on it.
7. The Controller may refuse to meet the right to be forgotten if it is necessary to use the personal data:
- a) to exercise the right to freedom of speech and information;
 - b) to meet the legal obligation or perform the task in the public interest or public authority;
 - c) considering the public interest (within the public health domain);
 - d) for archive purposes (in public interest), research, historical, and statistical purposes;
 - e) to determine, defend or seek claims.
8. The right to limit personal data processing. The Recipient shall have the right to request the Controller to limit the processing of its personal data in the instances as follows:
- a) if it questions the correctness of the personal data that the Controller processes;
 - b) if the Controller processes the personal data contrary to law and the Recipient objects to its erasure, requesting them to be used to a limited extent instead;
 - c) if the Controller no longer needs the personal data for processing purposes, but they are necessary for the Recipient to determine, seek or defend against claims;
 - d) if the Recipient objected against personal data processing by the Controller.
9. If the Recipient exercises the right to limit personal data processing, the Controller may process thereof, except for storing, and solely in exceptional situations, i.e.:
- a) with the consent of the Recipient;
 - b) in order to determine, seek or defend against claims;
 - c) for the protection of another person's rights; or
 - d) due to important public interest considerations.
10. The right to data portability. The Recipient shall have the right to receive the personal data from the Controller or authorise the Controller to send its personal data to another controller – in a structured commonly applied format, if such transfer is technically feasible. The Controller shall transfer solely such personal data which meet jointly the conditions as follows:
- a) the personal data processing is done by automated means, i.e. these are not the personal data in paper form;
 - b) the data are processed based on the consent or in connection with the contract.
11. If the Recipient wishes to exercise the above-mentioned rights or if it is required to obtain additional information regarding the personal data processing, the Recipient may contact the Controller choosing one of the below methods:
- a) by writing to the address: InterPhone Service Sp. z o.o. with the seat in Mielec, ul. Inwestorów 8, 39-300 Mielec,
 - b) via email to the following address: rodo.kancelaria@interphone.com.pl
12. The Controller shall respond immediately to the Recipient, whether it recognises the request, however, not later than within one month from the day it received the request.
13. The Recipient shall have the right to file the claim to the supervisory body – the President of the Personal Data Protection Office, if it finds that the processing of its personal data or the data provided by it violates the provisions of law.
14. The fact that the Recipient provides the personal data shall be a condition for contract conclusion, and their lack shall result in the inability to conclude the contract.
15. The anticipated recipients of the personal data shall be:

- a) entities within the Controller's capital group, which means the parent company along with subsidiary companies;
 - b) – other authorised entities if such obligation results from the applicable provisions of law (inter alia, the Tax Office).
16. The personal data may be disclosed also to service and technical/organisational solution providers (e.g., courier companies, mail companies, transport companies), sub-contractors or business partners of IPS, if it is connected with the processing purpose and may be transferred to the entities with which the Controller has relevant data processing contracts executed, e.g. IT company, legal office, tax office, entities rendering document archiving services, auditors – solely to the extent to which it is necessary to fulfil the aims of personal data processing.
 17. The data shall not be used by the Controller to make neither the decisions based on automated data processing nor profiling.
 18. As a rule, the Controller transfers the data, neither outside the European Economic Area nor to international organisations. If the Controller transfers certain personal data of the Recipient outside the EEA, the Recipient shall be notified about it in line with the provisions of law.
 19. The Recipient declares that it has met the informative obligation set forth in Art. 13 or Art. 14 of the GDPR against natural persons whose personal data it has directly or indirectly obtained and transferred to the Controller to aim at the conclusion of the contract and in order to conclude the contract. The Recipient shall be fully responsible against IPS for meeting the obligations mentioned in the preceding sentence. In particular, the Recipient undertakes to rectify the damage connected with the fact that it failed to meet the above obligations against IPS to the fullest extent, including the reimbursement of the equivalent of all penalties and administrative fees thus imposed on IPS.
 20. If it proves to be necessary to conclude a data processing contract in connection with the conclusion of the Contract between the Parties, the Parties undertake to execute it immediately.

Chapter XIII

General Provisions

1. The transfer of any rights or obligations resulting from the Contract by the Recipient to a third party, including also those resulting from GCTC, may be made solely subject to prior written consent of IPS.
2. IPS shall be authorised to transfer any rights or obligations resulting from the Contract, including those resulting from GCTC, to any selected third party, without the consent of the Recipient.
3. Subject to the provisions of the herein GCTC, any notices or representations set forth in the herein GCTC shall be made in writing, otherwise, shall be deemed null and void.
4. All amendments and/or supplements to the Contract shall be made in writing, otherwise, shall be deemed null and void.