

Privacy Policy

1. Our core beliefs regarding user privacy and data protection

- User privacy and data protection are human rights
- We have a duty of care to the people within our data
- Data is a liability, it should only be collected and processed when absolutely necessary
- We will never sell, rent or otherwise distribute or make public your personal information

2. Relevant legislation

Along with our business and internal computer systems, this website is designed to comply with the following national and international legislation with regards to data protection and user privacy :

- UK Data Protection Act 1988 (DPA)
- EU Data Protection Directive 1995 (DPD)
- EU General Data Protection Regulation 2018 (GDPR)

This site's compliance with the above legislation, all of which are stringent in nature, means that this site is likely compliant with the data protection and user privacy legislation set out by many other countries and territories as well. If you are unsure about whether this site is compliant with your own country of residence specific data protection and user privacy legislation you should contact our data protection officer (details can be found in below for clarification).

3. Personal information that this website collects and why we collect it

This website collects and uses personal information for the following reasons:

3.1. Site visitation tracking

This site uses Google Analytics (GA) to track user interaction. We use this data to determine the number of people using our site, to better understand how they find and use our web pages and to see their journey through the website.

Although GA records data such as your geographical location, device, internet browser and operating system, none of this information personally identifies you to us. GA also records your computer's IP address which could be used to personally identify you but Google do not grant us access to this. We consider Google to be a third party data processor (see section 6.0 below).

GA makes use of cookies, details of which can be found on Google's developer guides. FYI our website uses the analytics.js implementation of GA.

Disabling cookies on your internet browser will stop GA from tracking any part of your visit to pages within this website.

3.2. Contact forms and email links

Should you choose to contact us using the contact form on our Contact us page or an email link like this one, none of the data that you supply will be stored by this website or passed to / be processed by any of the third party data processors defined in section 6.0. Instead the data will be collated into an email and sent to us over Simple Mail Transfer Protocol (SMTP).

3.3. Email newsletter

If you choose to sign up for news. The email address that you submit to us will be forwarded to Campaign Monitor who provide us with email marketing services. We consider Campaign Monitor to be a third party data processor (see section 6.0). The email address that you submit will not be stored within this website's own database or in any of our internal computer systems.

Your email address will remain within Campaign Monitor's database for as long as we continue to use Campaign Monitor's services for email marketing or until you specifically request removal from the list. You can do this by unsubscribing using the unsubscribe links contained in any email newsletters that we send you or by requesting removal via email. When requesting removal via email, please send your email to us using the email account that is subscribed to the mailing list.

If you are under 16 years of age you MUST obtain parental consent before joining our email newsletter.

While your email address remains within the Campaign Monitor database, you will receive periodic newsletter-style emails from us.

4. How we store your personal information

We only store data on this website's server related to Members. To become a member we will set you up with a username and password and collect your Firstname, Lastname, Email address and photo if provided. We will only hold this data for so long as you are a member of the website. The data is used to ensure a secure login to the site to provide you with member benefits. It will only ever be used to provide you with information relating to members.

5. Our third party data processors

We use a number of third parties to process personal data on our behalf. These third parties have been carefully chosen and all of them comply with the legislation set out in section 2.0.

- Google (Privacy policy)
- Campaign Monitor (Privacy policy)

6. Data Breaches

We will report any unlawful data breach of this website's database or the database(s) of any of our third party data processors to any and all relevant persons and authorities within 72 hours

of the breach if it is apparent that personal data stored in an identifiable manner has been stolen.

7. Data Controller

The data controller of this website is :

North Thin Ply Technology™, a Swiss Company, company number: CHE-113.929.199

Whose registered office is:

North Thin Ply Technology Sàrl

Chemin du Closel 3

1020 Renens

Switzerland

And whose operating office is:

North Thin Ply Technology Sp. z o.o.

Pukowca 38A

44-240 Żory

PL – Poland

8. Data Protection Officer

Mme Capelle Amandine

Email: a.capelle@thinplytechnology

Phone: +41 21 811 08 88

9. Changes to our privacy policy

This privacy policy may change from time to time online with legislation or industry developments. We will not explicitly inform our clients or website users of these changes. Instead, we recommend that you check this page occasionally for any policy changes.

Terms and Conditions of Sale

1. General

- 1.1. Unless otherwise agreed in writing, these terms and conditions of sale ('the Conditions') apply exclusively to each Contract for the sale of goods or services ('the Goods') by North Thin Ply Technology Sarl and/or Zoo ('the Company') to a purchaser of Goods or Services ('the Purchaser'), (together 'the Parties'). "Any additional or different terms or conditions proposed by the Purchaser are expressly objected to and will not be binding upon the Company unless specifically assented to in writing by the Company. Any order for, or any statement of intent to purchase hereunder shall constitute assent to these Conditions.
- 1.2. "Contract" means the purchase order signed by the Purchaser and accepted by the Company in writing, together with these Conditions. Notwithstanding that a quotation has been made by the Company no Contract exists between the Company and the Purchaser until the Company accepts the Purchaser's order in writing.
- 1.3. Unless otherwise specified in writing by the Company, any quotation by the Company will expire 30 days from its date and may be modified or withdrawn by the Company prior to receipt of the Purchaser's acceptance.
- 1.4. The headings used are for convenience only and shall not affect the interpretation of these Conditions.

2. Price and payment

- 2.1. The price of the Goods ('the Price') is the Company's quoted price or if no price is quoted, the current list price of the Goods and is exclusive of VAT, delivery, packaging, carriage and insurance, which shall be paid by the Purchaser in addition to the Price. The Company reserves the right to increase the Price at any time to reflect any increase in its costs because of any factor beyond its control or any changes in delivery dates, quantities or specifications requested by the Purchaser or any delay caused by the Purchaser's failure to provide adequate information or instructions.
- 2.2. Subject to credit approval and unless the Parties agree otherwise, the Purchaser will pay the Price (whether or not the Company has formally demanded it) within 30 days of the date of the invoice unless otherwise agreed in writing. Payment shall also be made if insignificant components are missing but usage of the delivered Goods is not rendered impossible.
- 2.3. If the Price is not paid in full when due, then, without affecting any of the Company's other rights or remedies, the Company may cancel the Contract and/or suspend

performance of any delivery [any cost incurred by the Company in accordance with such suspension (including storage costs) shall be payable by the Purchaser]; charge interest at 4 % a year above UBS Bank base rate at the time on all unpaid amounts; withdraw all credit facilities extended and require immediate payment of all outstanding invoices issued whether or not they were due for payment; and/or cancel and withdraw any trade discount allowed on the Price.

3. Delivery

- 3.1. Delivery and despatch dates quoted are approximate only and the Company is not liable for any delay in the delivery of the Goods. Partial delivery will be permitted. If the Company agrees to deliver the Goods other than at its premises, the Purchaser shall pay for carriage, insurance and any other delivery costs. The export terms in Condition 10 apply to Goods to be delivered outside of Poland or Switzerland.
- 3.2. If the Purchaser fails to take delivery of the Goods or fails to give adequate delivery instructions then, without affecting any of the Company's other rights or remedies, the Company may store the Goods until actual delivery takes place and charge for the reasonable costs (including insurance) of storage. The Company may, after 30 days, sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account for the excess over the Price or charge the Purchaser the amount of any shortfall.
- 3.3. Any claim by the Purchaser relating to Products which is based on any defect in material or workmanship, a failure to correspond to the specification agreed in writing or for non or incorrect delivery (whether or not delivery is refused by the Purchaser) must be notified to the Company within three (3) working days from the date of delivery. If delivery is not refused, and the Purchaser does not notify the Company accordingly, the Purchaser is not entitled to reject the Goods and the Purchaser will be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

4. Risk and property

- 4.1. Risk of damage to or loss of the Goods passes on delivery or, if the Purchaser wrongfully fails to take delivery, at the time when delivery is tendered.
- 4.2. Property in the Goods does not pass to the Purchaser until the Company has received full payment of the Price (plus VAT and other applicable charges) and all other sums due to the Company from the Purchaser. Until property in the Goods passes to the Purchaser, it will hold the Goods on the Company's behalf, and will keep the Goods separate from its goods and those of third parties, properly stored, protected, insured

and identified as the Company's property; and the Purchaser shall not pledge or charge the Goods by way of security or otherwise. Breach of any of the provisions of this Condition will result in all monies owing by the Purchaser to the Company (without prejudice to any other right or remedy) becoming immediately due and payable. The Purchaser is entitled to resell or use the Goods in the ordinary course of its business, subject to the following: (i) if the Goods are combined or intermingled with other goods, the Purchaser hereby transfers his/its ownership rights in the new goods to the Company in the amount of the invoice value of the Goods; (ii) if the Goods are resold by the Purchaser, the Purchaser hereby transfers to the Company his /its claims arising from the aforesaid resale in the amount of the invoice value of the Goods. As long as the Purchaser is honouring his/its payment obligations, the Purchaser shall, however, be authorized to collect his/its resale claim which has been assigned to the Company. Until title to the Goods passes to the Purchaser, the Company may require the Purchaser to return the Goods and, if the Purchaser fails to do so, the Company may repossess the Goods. The Purchaser hereby grants the Company an irrevocable right to enter, with or without vehicles, any premises for the purpose of inspecting or repossessing the Goods.

5. Insolvency of the Purchaser

- 5.1. If the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Purchaser, or the Purchaser ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in this clause is about to occur (and notifies the Purchaser accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

6. Warranty

- 6.1. Except as set out below, the Company warrants that the Goods will correspond to their specification agreed in writing between the Company and the Purchaser and will be free from defects in materials and workmanship for the shorter of the stated shelf-life of the Goods or 12 months from delivery the "Warranty Period"; and in case of delivery of services, the Company only warrants that they have been given with reasonable skill and care. All other warranties, conditions or other terms, whether express, implied,

statutory or otherwise (including, but not limited to, merchantability and fitness for purpose) are excluded to the fullest extent permitted by law. This warranty shall not apply and shall terminate immediately if the fault or defects referred to herein cannot be proved to be a result of the Company's failure under this Condition 6.1 Such exclusions from warranty shall include (but not limited to) failure to use, mix, treat, process, apply, store, install, operate or maintain the Goods as instructed by the Company; normal wear and tear; use of the Goods other than for their agreed purpose; any defect in the Goods arising from a design, drawing or specification supplied by the Purchaser or on the Purchaser's behalf or deficiencies resulting from other reasons beyond the Company's control. No warranty claims may be made unless the Purchaser has paid the Price in full. Warranties shall also terminate immediately, if the Purchaser, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify the Company as stated herein. All descriptions, illustrations and data contained in any catalogues, price lists and/or other advertising or promotional material are intended by the Company only to present a general view of Goods described therein and none of such specifications, drawings, dimensions, weights, descriptions, illustrations or data shall form part of the Contract, except if otherwise agreed in writing between the Company and the Purchaser.

- 6.2. If any failure to meet the warranties under Condition 6.1 appears within the Warranty Period, the Purchaser shall promptly notify the Company in writing. Where any valid warranty claim is made in respect of any of the Goods within the warranty set out in Condition 6.1, the Company can choose either to repair or replace the Goods (or the part in question) free of charge or grant credit to or refund to the Purchaser the Price of the Goods (or a proportionate part of the Price) at the Company's absolute discretion, but the Company shall have no further liability. The supply of repaired or replacement Goods by the Company pursuant to this Condition 6.2 shall not extend the duration of the Warranty Period. The Company shall not be responsible for costs of the dismantling and assembly of the defected Good, and/or removal or replacements of systems, structures or other portions of the Purchaser's facility or reinstallation of any items.
- 6.3. The preceding sections of this Condition 6 set forth the exclusive remedies for all claims based on failure of or defect in the Goods provided under the Contract, whether such failure or defect arises before or during the Warranty Period and whether a claim, however, instituted is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

7. Limitation of Liability

- 7.1. The remedies of the Purchaser set forth herein are exclusive and the total liability of the Company, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall not exceed 100% of the Price by which the Goods giving rise to the claim were sold to the Purchaser or £ 10,000,

whichever is greater. All liability of the Company on all claims of any kind shall terminate upon expiration of the Warranty Period, provided that the Purchaser may enforce a claim of such liability accruing during the Warranty Period by an action timely commenced in accordance with the applicable statute of limitations, but in no event greater than one year after the expiration of the Warranty Period.

- 7.2. In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall the Company or its subcontractors or suppliers be liable for loss of profit, revenue, business, contracts, opportunity, goodwill, use, production, anticipated savings, expenses, costs or similar loss; and/or or any special, consequential, incidental, indirect, speculative, punitive or exemplary loss or damage, or claims of the Purchaser's customers for any of the foregoing damages and the Purchaser agrees to defend, indemnify and hold harmless the Company from any such claims of the Purchaser's customers.
- 7.3. Notwithstanding the Conditions set out above, no Condition shall exclude or restrict the liability of the Company for breach of the statutory warranty as to title and quiet possession and nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Company for death or personal injury caused by reason of the negligence of the Company.

8. Limitation of Use :

- 8.1. The Company has signed a legally binding long-term supply and collaboration agreement with a significant customer (the "Lead Client"). Within that agreement is an obligation for The Company to ensure that the Company's materials are not used in certain specific application fields, these being Watches, Jewelry, and Writing Equipment – specifically articles contained and defined within International Trademark Classes 14, and 16. Through the purchase of goods under the auspices of these Terms and Conditions, the Customer acknowledges that there is a limitation on the use of the Company supplied materials. The Customer consequently agrees and binds itself not to use NTPT supplied materials for Watch Making, Jewelry, and/or Writing Equipment applications, or indeed for any item that falls within the scope of articles listed in International Trademark classes 14 and 16, without the express prior written approval from NTPT. Should the Customer breach the provisions of this clause, the Customer is liable to a penalty equivalent in size and in value to ten-fold (x10) of the total value of the business that the Customer has transacted with NTPT in the trailing 12 months. Such a penalty may not be unreasonably demanded, and will be payable on demand either of NTPT or of its Lead Client to the benefit of which the Undertaking is signed. The provisions within this clause will prevail over any other agreement between NTPT and its Customer so long as NTPT's is required by it's Lead Client for an exclusive relationship within the specific application fields mentioned above, and/or so long as no exception is made by NTPT, with any exception being made in writing prior to any use of NTPT's material within the exclusivity application fields, with such exception stating precisely the specific terms of the exception, which such exception also being subject to NTPT's Lead Client's prior written approval.

9. Force majeure :

9.1. The Company shall not be under any liability to the Purchaser for any failure to perform any of its obligations under the Contract where it is prevented by (i) reasons beyond its reasonable control including without limitation any act of God, war, riot, malicious damage, strikes or other labor disturbances, lockout, industrial action, government action, accident, breakdown of machinery, default of suppliers, fire, flood, storm, drought, tempest or similar event; or (ii) acts (or omissions) of the Purchaser including to promptly: (a) provide the Company with information and approvals necessary to permit the Company to proceed with work immediately and without interruption, or (b) comply with the terms of payment, or (c) provide the Company with such evidence as the Company may request that any export and import license or permit has been issued (is such is the responsibility of the Purchaser), or (iii) inability, due to causes beyond the reasonable control of the Company, to obtain necessary materials, necessary components or services. If the performance of the Contract is prevented by this Article for more than one hundred twenty (120) days, then either party (except where delay is caused by the Purchaser, in which event only the Company), upon thirty (30) days written notice, may terminate the Contract with respect to the unexecuted portion, whereupon the Purchaser shall promptly pay the Company its termination charges determined in accordance of the Company's standard accounting practices upon submission of the Company's invoices therefore.

10. Intellectual property

10.1. Where Goods are to be made by the Company to the Purchaser's specification and/or design, the Purchaser warrants to the Company that such manufacture will not infringe the patent, copyright, design right, trade mark or other industrial or intellectual property right ('IPR') of any person and undertakes to indemnify the Company from and against all losses, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in connection with any claim for infringement of the IPR of any person as a result of use of the Purchaser's specification.

10.2. All information, drawings, specifications, documents, design material and all other data which the Company has given to the Purchaser is proprietary and confidential and shall remain the absolute exclusive property of the Company together with the copyright therein. The Purchaser agrees that it will not disclose such information to third parties, whether directly or indirectly, without the Company's prior written consent. All intellectual property rights, including but not limited to, inventions, patents, copyrights, trademarks, know how, engineering and drawings and specifications belonging to or provided by the Company and used or developed in the course of the fulfillment of the Contract by the Company shall remain the absolute exclusive property of the Company. However, the Company grants the Purchaser and its customers, a royalty free, non-exclusive, non-transferable, license to use all intellectual property rights associated with the Goods and any documentation

provided pursuant to these Conditions for the installation, use or maintenance of the Goods.