

## Terms and conditions of cooperation

The Agreement specifies the rules of cooperation between the Parties with regard to the supply by the Contractor: Printxl Dystrybucja Sp. z o.o. Sp.k., of Products or services (**product**) as ordered by the Customer.

The Contractor shall timely execute acknowledged orders in accordance with the agreed terms and conditions of execution at its business premises:  
ul. Dziadoszańska 10, 61-248 Poznań, Polska/Poland.

In each order the Customer shall specify all the terms and conditions of execution and delivery of the products as well as of payment for an executed order in accordance with the terms and conditions agreed herein.

### **§1. Order placement and acknowledgement**

1. Orders shall be placed on a completed order form or by electronic mail with relevant production files attached.
2. The production process (**order execution**) shall commence after the order concerned has been acknowledged by the Contractor.
3. A completed order form must provide detailed data of the Customer consistent with the official documents submitted, specify the terms and conditions of execution and the time of product delivery, the terms of payment and a detailed description or specification of the product ordered (**specification**).
4. Before placing the first order the Customer shall provide the Contractor with copies of country-specific registration documents (such as an extract from the National Court Register [KRS], a certificate of the VAT registration [NIP] / of the EU VAT registration, a certificate of national business registration [REGON], etc.).
5. The terms and conditions specified in an acknowledged order shall only apply to that particular order, whereas any additional fixed terms and conditions of cooperation other than the terms and conditions agreed herein must be agreed separately in annexes hereto.
6. In the event of withdrawal from an order placed, the Customer shall pay the Contractor a one-off contractual compensation equal to 90% (ninety per cent) of the gross value of such a cancelled order.

### **§2. Preparation of an electronic data file for production**

1. An electronic file of data for production or services (**production file**) must be prepared by the Customer in accordance with the acknowledged order and the attached specification, otherwise the Contractor shall not be liable for product realisation according to the order, in particular for the quality and the colour scheme of prints.
2. In advance, as necessary for the timely execution of the order concerned, the Customer shall send the Contractor the production file in an acceptable data format by post (courier), by electronic mail or to the server using FTP (File Transfer Protocol) and notify the Contractor of sending the production file.
3. Additional remuneration for the Contractor's entering in the production file modifications agreed with the Customer or necessary changes shall be added to the price invoiced for product realisation.

4. For an individual order whose agreed gross price exceeds an equivalent of EUR 250.00 (in words: two hundred and fifty 00/100 euros), the Customer may request a free-of-charge trial print with a total area of a maximum of 0.2 m<sup>2</sup>; in the case of orders with a lower value, the trial print price shall be added to the invoice price for product realisation.
5. The absence of objections to the trial print raised by the Customer before the commencement of production shall be tantamount to the approval of the product in accordance with the trial print, in particular of the colour scheme.
6. Complaints concerning product realisation shall only be examined on the basis of the order, the trial print and information contained in the production file kept by the Contractor.
7. Where the Customer has lodged no complaint in accordance with §5 the Contractor shall be entitled to remove and delete the trial prints and production files kept by it after 30 (thirty) days of the order execution date.

### **§3. Product realisation – the schedule, dispatch and receipt of the product or service**

1. The product realisation schedule shall be specified in the order acknowledged by the Contractor and must not be amended after the commencement of product realisation.
2. In the event of a delayed delivery by the Customer of the production file, the agreed date of product delivery shall be extended by the Contractor accordingly.
3. Unless the order acknowledged specifies otherwise, the Customer shall be obliged to receive the product with the invoice at the premises of the Contractor.
4. In the event of the Customer's failure to receive the product when agreed in the order acknowledged, the Contractor shall be entitled to dispatch the product and the invoice at the expense and risk of the Customer.
5. The risk of an accidental loss of or damage to the product shall be transferred from the Contractor to the Customer upon the hand-over of the product outside the premises of the Contractor (e.g. at the time of the hand-over of the product to the Customer, to the carrier, etc.).
6. The Contractor shall not be liable for a delayed delivery, destruction or loss of the consignment with the product in transport.
7. The product shall only be insured independently by the Customer and the Contractor shall not be obliged to insure the product.
8. The Contractor shall take care of appropriate packaging of the product which shall be wound around the so-called core or folded and put into a cardboard box; a different type of packaging (non-standard, special and non-typical) may be separately ordered and paid for by the Customer.
9. Unless otherwise agreed by the Parties, customs and tax formalities connected with a delivery outside the premises of the Contractor shall be taken care of and paid for by the Customer.
10. Where a delay in order execution is due to the negligence or other wrongful act or omission of the Contractor the Customer may claim compensation for the delay from the Contractor. In the case of Customers being economic operators, the amount of

the said compensation shall not exceed 10% of the order executed.

11. The Parties shall not be liable for improper performance or non-performance of their obligations hereunder caused by Force Majeure events, provided that the other Party is immediately notified in writing of the occurrence of such an event, whereas failure to notify shall result in the non-exclusion of the liability of the Party invoking Force Majeure.
12. The Parties allow the following possible deviations in the dimensions of the goods ordered:
  - a) decorative papers, wraps (canvas, airtex, wallpapers, wallart) – 0.6%,
  - b) textiles (sublimation) – 1%,
  - c) vinyl (PCV) roll-ups (large-format prints) – 1.5%.

### **§4. The price, advance payment, terms of payment**

1. The price for product realisation, the deadline or time limit for execution and the terms of payment shall be specified in an acknowledged order or on the basis of arrangements by electronic mail.
2. The price shall only be subject to change in the events specified herein or where remuneration for additional services is added.
3. Unless otherwise agreed by the Parties, the Customer shall make a preliminary advance payment of 30% (thirty per cent) of the price specified in an acknowledged order, no later than 3 (three) working days before the commencement of order execution.
4. In the event of a delayed preliminary advance payment or any other agreed advance payments, the commencement of order execution shall be postponed accordingly or an acknowledged order shall be treated as cancelled, whereas the preliminary advance payment or other advance payments made shall be considered by the Contractor to be contractual compensation for the non-execution of the acknowledged order for reasons attributable to the Customer.
5. The date of payment shall be the date on which the payment is credited to the bank account of the Contractor or the date specified on the payment slip.
6. The lodging of a complaint shall not exempt the Customer from the obligation to pay the total price for the product delivered.
7. In the event of delayed payments, the Customer agrees to be charged with statutory interest and additional expenses related to the insurance of the agreement concluded with the Contractor in the amount of up to 9% of the value of the order (applicable to economic operators).

### **§5. Complaints**

1. A complaint may be lodged within 5 (five) working days of the delivery of the product by the Contractor.
2. Unless otherwise specified in the order concerned, the Contractor shall make products of normal (average) quality.
3. Upon receipt the Customer shall verify the conformity of product realisation or the supply of an additional service with the acknowledged order and the specification.
4. Complaints shall be examined by the Contractor within 14 (fourteen) working days of their lodging, on the basis of full

- documentation provided by the Customer, e.g. photographic documentation regarding the product concerned. On account of the specific characteristics of the complaint procedure, the period of complaint examination may be extended, which shall be immediately notified to the Customer by the Contractor.
5. Where the product is composed of several parts a complaint shall only concern the defective part of the product.
  6. For the purpose of handling a complaint lodged, the Contractor shall have the right to request the Customer to deliver the goods concerned and within 3 days the Customer shall deliver the goods or part thereof to the premises of the Contractor with a loss report (where the loss or damage occurred in transport) signed by the carrier (only applicable to economic operators). In the event of the Customer's failure to fulfil the aforementioned obligations, the complaint shall be rejected. The Customer shall secure the product concerned until the time of its delivery to the Contractor.
  7. In the event of non-examination of a complaint lodged by the Customer within the time limit reserved, the Contractor shall be entitled to notify the Customer of the planned examination date by electronic mail (applicable to economic operators).
  8. No complaints can be lodged in respect of the following products:
    - a) faded, damaged due to incorrect installation or application inconsistent with their intended use, damaged due to improper use or long-lasting exposure,
    - b) destroyed, damaged or altered by the Customer during installation or processing,
    - c) destroyed or damaged in transport where the damage has not been recorded in the CMR or a loss report, or reported to the carrier or the forwarder,
    - d) destroyed or damaged in transport due to inappropriate packing by the Customer (complaint procedure) or packed in accordance with its instructions, and earlier by the Customer, or sent to the Contractor in an open format,
    - e) mechanically damaged (applicable to advertising systems)
    - f) having properties of standard print
  9. Complaints concerning the colour scheme shall only be accepted where the colour scheme of the product is inconsistent with the trial print referred to in §2 points 4. to 7. The colour scheme displayed on the screen shall not be the basis for accepting a complaint.
  10. Complaints in respect of the following shall be rejected:
    - a) the colour scheme concerning orders placed at different times,
    - b) where the colour scheme of the print is inconsistent with an open source file provided,
    - c) where the source file provided was saved in a non-CMYK format,
    - d) where the order was not accompanied by a cromalin or no colour from the PANTONE library was specified.
  11. Where an order is executed using materials supplied by the Contractor the Customer shall ensure an adequate stock of such materials for the Contractor. The stock shall always be specified by the Contractor after the order concerned has been placed, taking into account the type of order and the type of material needed. The Contractor shall not be liable for the quality of production materials provided by the Customer and of the prints made using such materials. Furthermore, the Contractor shall not be liable for the waste generated during the production cycle or for reimpressions made during production on the material provided.
  12. In the event of accepting a complaint, without undue delay the Contractor shall deliver to the Customer a defect-free product.
  13. After lodging a complaint the Customer shall have the right to demand an immediate correction of the product. In the event of rejecting an unfounded complaint, the Customer shall cover all the expenses relating to the realisation and delivery of the product corrected.
  14. The costs of such an unfounded complaint shall be charged to the Customer in full.
  15. The Parties agree that the Contractor's liability in damages shall be limited to the value of the agreement concluded between the parties.
- §6. Miscellaneous**
1. The Customer shall ensure that products made in accordance with orders acknowledged shall not infringe third-party copyright or related rights and the Customer shall be fully liable to third parties for such infringements as well as, at the request of the Contractor, the Customer shall provide a declaration of non-infringement of third-party copyright or related rights in connection with an order placed.
  2. The Contractor shall be entitled to refuse to execute an order acknowledged or to cease order execution if, to the best of the Contractor's knowledge, the order might concern a product infringing third-party copyright or related rights or if the product ordered might infringe the law, the accepted principles of morality or insult religious feelings; the Customer shall be fully liable for any such third-party claims.
  3. The term '**working day**' shall mean herein a subsequent workday from Monday to Friday, except where a specific day is a (Polish) public holiday or a bank holiday.
- §7. Final Provisions**
1. The Parties shall keep secret and confidential information concerning the content hereof and fulfil their obligations arising herefrom; only the Parties hereto or persons having written authorisations or powers of attorney granted by the Parties shall be entitled to inspect documents related to the performance hereof.
  2. Signing an order form or accepting its content by electronic mail shall be tantamount to the conclusion hereof and no amendments hereto or declarations concerning the performance hereof shall be valid and effective unless made in writing.
  3. Declarations concerning the performance hereof may only be made by the Parties or persons having been granted by the Parties special written powers of attorney to make a specific declaration or to carry out a specific legal act.
  4. Notices, declarations, statements and correspondence between the Parties may be sent by electronic mail or telefax and they must be sent by registered letter with advice of delivery to the addresses indicated in the order form for their validity.
  5. In the event of change in the address of either Party, correspondence and notices sent to the addresses indicated in the order form shall be fully effective until the day of receipt by the sender of a notification of such change of address.
  6. The rights and obligations arising herefrom may be assigned to other persons with a prior consent of the Parties.
  7. Any disputes between the Parties shall be settled by the court of law having material jurisdiction and seated in Poznań.
  8. All matters not regulated herein shall be governed by Polish law, in particular by the relevant provisions of the Polish Civil Code.