

GENERAL TERMS AND CONDITIONS OF SERVICE CONTRACTS

(hereinafter: **GTC**)

OF DRUKARNIA ELLERT SP. Z O.O.

(hereinafter: the Printing House)

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Definitions

Contract – a contract whereby the Customer orders the production and possibly the delivery of the Product specified in the Order submitted in response to an Offer, undertaking to receive the Product and pay the agreed fee, and the Printing House undertakes to the Client to produce the Product and possibly deliver it to the agreed location in one delivery or in batches

Customer – an entrepreneur, a state- or local-government institution or an NGO which has submitted a Request for Offer or with which the Printing House has concluded a Contract

Product - products manufactured within the enterprise run by the Printing House, in particular advertising stands, packaging, maps, posters, leaflets, folders and catalogues

Request for Offer – a Customer's statement sent to the Printing House by e-mail, fax, post or delivered by hand, containing all the data necessary for the Printing House to make out an offer, including the quantity of the Product, the packaging method, technical specifications describing the material, the structure, colours, functional features as well as the expected date and possibly the location for delivering the whole Product or its part

Offer - the Printing House' statement, sent to the Customer by e-mail, fax, post or delivered by hand, executed by filling out the "Offer/Order" form, which is a reply to the Request for Offer and which contains the following information: print run, raw material, format, colours, scope of book-binding work, Customer's contact details and delivery address, packaging method, completion date, delivery conditions, unit price, order total, payment method and date, shipping method and cost.

Order – the Customer's statement sent to the Printing House by an e-mail attachment (PDF, JPG), by fax, by post or delivered by hand, consisting in the filled out "Offer/Order" form previously received from the Printing House or the Customer's form previously accepted by Drukarnia Eleert Sp. z o.o., containing the unanimous acceptance of the Offer previously provided by the Printing House as well as the consent to be bound by the General Terms and Conditions.

Product Defect – a physical defect of the Product consisting in the damage to the entire Product or its part or the lack of Product features or traits set out in the ISO 12647-2¹ standard or the Contract concluded, if the presence of this defect reduces the market value of the Product, as well as defects of packaging or the non-compliance of the Product quantity with the Order

¹ The ISO 12647-2 standard shall not apply when the Customer selects the option of the Product being produced according to the accepted sample of the goods (called the proof).

Responsible Representative – the Printing House employee authorised to represent the Printing House in contacts with the Customer to the extent laid down in these GTC

Complaint – the Customer’s statement sent to the Printing House by e-mail as an attachment (JPG, PDF), fax, post or by hand, filled out on the “Complaint Report – initiation” form, containing all the data required in this form, in particular the identification of the Product Defect type, the circumstances and the date of detecting the Product Defect, as well as the redress demanded by the Customer if the complaint is accepted

Complaint Procedure – the obligatory course of the proceedings initiated due to the Customer making a complaint about the Product.

Product Sample - a mock-up (prototype) of the product produced of target materials, using a cutting plotter, most often without graphics.

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Contract Conclusion

1. The Contract shall be concluded by submitting the Order constituting the acceptance of the Offer drawn up by the Printing House in response to the Request for Offer. The precondition for concluding the Contract is the confirmation by the Printing House of accepting the Order for fulfilment.
2. In order to receive an Offer from the Printing House, a Request for Offer must be sent to the Marketing and Sales Department of the Printing House. The Request for Offer may be submitted in any form as long as its contents make it possible to draw up the Offer.
3. If the Printing House has doubts preventing it from drawing up the Offer, it shall request the Customer to complete the necessary data in the Request for Offer.
4. Within 24 hours of submitting the Request for Offer, the Customer shall be informed of the Printing House Representative responsible for drawing up the Offer and shall be provided with a unique request number. This 24 hour term shall be extended as appropriate if it ends on a Saturday or Sunday. The person drawing up the Offer shall be authorised to make statements of will binding the Printing House to the extent necessary to conclude the Contract on the terms and conditions specified in the drawn up Offer. The Responsible Representative shall not be authorised to independently modify the Offer sent to the Customer, in particular to change rebates, extend the payment term or the fulfilment dates.
5. Should the Printing House be incapable of performing the service described in the Request for Offer, the Responsible Representative shall notify the Customer of this by e-mail, fax, post, in person or by telephone.
6. The Offer shall, in particular, specify the cost of performing the service, the cost of tools necessary to fulfil the order, the cost of packaging, the cost of possible transport and the expected fulfilment date. The material specification and the technological specification (number of colours, finish, printing, bookbinding processes, packaging method etc.) shall form an integral part of the Offer. If the Request for Offer provides for production based on the acceptance of a Product Sample produced by the Printing House, the fulfilment date shall be agreed no later than within 21 days of the date of Product Sample acceptance.

7. The Offer may be accepted only as is, without the Customer being able to modify it. In case of doubt, if the Customer reserves changes to the contents of the Offer in its Order, this shall be deemed to constitute a new Request for Offer.
8. Together with the Offer, the Customer shall receive the excerpt of key provisions of the GTC as an appendix in the form of a PDF/MS Word file or by fax. The complete wording of the GTC is continuously available on the Printing House's website and shall be provided to the Customer on demand.
9. If the Customer accepts the Offer, it shall fill out the appropriate part of the previously received "Offer/Order" form by completing all the fields in the form, or shall fill out its own form, stamp it with its company seal and have it signed by the Customer's authorised representative. In case of doubts as to the method of Customer representation, the Printing House shall be authorised to demand the delivery, in the agreed form, of a copy of the appropriate register, record or a power of attorney evidencing the authorisation of the Customer's employee to make statements of will on its behalf. Until doubtless evidence of the signatory's authority to represent the Customer is delivered, the performance of the Contract shall be suspended.
10. If the Customer fills out their fields of the "Offer/Order" form, this shall be understood as their submission of a statement of having reviewed these GTC and the Customer's consent to being bound by these GTC.
11. The filled out "Offer/Order" form shall be sent by e-mail as a PDF, JPG or equivalent file, by fax, by post or courier service. The Printing House may request that the original Order be delivered before it starts the process of producing the Product.
12. Once the Order is delivered to the Responsible Representative and the Customer receives the confirmation of Order receipt and its acceptance for fulfilment, the Contract shall be deemed concluded and binding the Parties.
13. If the Printing House questions the suitability of materials sent by the Customer as necessary to fulfil the Order, after being notified of this, the Customer shall send new materials with a written instruction specifying the materials the Printing House is to use to start fulfilling the Order.

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Production process

1. Materials and technical means belonging to the Printing House shall be used to produce the Product unless the specific Contract provides otherwise. A different arrangement may also include the Customer's duty to supply its own materials necessary to produce the Product. In the above case, the Contract must specify the method and date of supplying these materials to the Printing House, the method of their storage and of settling for the surplus.
2. The Printing House shall produce the Product in accordance with good printing practice, which means producing the Product in accordance with the ISO 12647-2 Standard, subject to paragraph 3 below. The Customer, agreeing to be bound by these GTC, declares that it consents to accepting this quality criterion of the ordered Product.

3. Deviations from the quality standard defined in the ISO 12647-2 Standard shall be permissible only upon the Customer's express request made in the Request for Offer and accepted in the Offer as well as confirmed in the Order submitted by the Customer.
4. If the option of an Order with the Customer's acceptance of a Product Sample is selected, the Printing House shall first produce the Product sample and inform the Customer of the place and date for checking the sample.
5. Until the Product Sample is accepted, the Printing House shall only take steps necessary to prepare to perform the Contract. The Printing House shall reserve the production capacity of its enterprise only after the sample has been accepted. The fulfilment date of the Order shall be postponed by the waiting time for the Customer's acceptance of the Product Sample.
6. If this is demanded in the Request for Offer and the Printing House consents to this in the Offer, the Customer shall be authorised to have its seconded employee supervise the production process after the date and place of the acceptance is first agreed with the Printing House. The acceptance by the Customer must not stop or hinder the production process and the operation of the Printing House enterprise; The Contract may provide for the Customer's detailed rights concerning the acceptance, in particular the right to separately accept individual production stages. In this case, § 3.4 to § 3.6 shall apply as appropriate.
7. The Printing House may charge the cost of an unjustified production stoppage or delay to the Customer at the hourly rate of the specific machine(s) ranging from PLN 200 to PLN 600 net per hour of delay or stoppage.
8. The Printing House shall inform the Customer of any circumstances endangering the timely performance under the Contract as well as the remedial measures undertaken.
9. Immediately after completing the production process of the Product, the Printing House shall carry out Product quality control, and if the quality is accepted, it shall pack the Product in accordance with the Contract and notify the Customer of its readiness to transfer the Product or transport it to the agreed location.
10. Once the notice has been delivered to the Customer and if the Customer has selected the option of a delivery without transport, the Customer shall collect the Product within 7 days of the notice date.

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Product packing and transport rules

1. The cost of every packaging type shall depend on the individual characteristics of the Product and shall be presented to the Customer in the Offer.
2. The Customer may use the transport service offered by the Printing House, the services of an external haulier or provide its own transport. The method of receiving and transporting the Product shall constitute an element of the Contract specified in the Order.

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Complaints

1. The Complaint Procedure laid down herein represents a contractual modification of the liability under the statutory warranty (Polish: *rekojmia*) for defects of goods as regulated by

the Civil Code. The Customer's rights and the corresponding duties of the Printing House have been exhaustively regulated herein. Due to the specific nature of the Product made at the Printing House, the subsidiary application to the liability of the Printing House of Civil Code regulations on the statutory warranty (*rękojmia*) for defects of goods shall be excluded.

2. The Printing House shall be liable to the Customer for Product Defects caused by circumstances of which the Printing House is guilty. The liability of the Printing House for Product Defects shall be discharged only as part of this Complaint Procedure or otherwise the Customer shall forfeit its corresponding rights.
3. Filing a suit or a petition concerning claims of Product Defects with a court or an arbitration tribunal before the Complaints Procedure has been exhausted shall be treated as premature.
4. The Customer shall inspect the Product immediately after taking possession of it. If the Product is delivered in batches, the duty of immediate inspection shall apply in every instance to the first and subsequent Product batches.
5. The Printing House shall not be liable for Defects caused to the Product after the risk of its damage or loss has been transferred to the Customer's trading partner.
6. If the Product is issued to a haulier appointed by the Customer, the Product shall be deemed to be in a good condition when transferred to the haulier. The Printing House shall not be liable for Defects caused to the Product after the risk of its damage or loss has been transferred to this haulier.
7. If the Client's inspection of the Product brings to light a Product Defect, the Customer shall notify this to the Printing House without delay, shall secure evidence of the Product Defect and act to minimise damage due to the presence of this Product Defect.
8. Directly after receiving notice of a Product Defect being found, the Responsible Representative shall provide the Customer with the "Complaint Report – initiation" form and give the necessary clarifications as to the next steps. It is allowed for the Responsible Representative to fill out the form and provide it to the Customer for acceptance. The acceptance of the contents of the filled out "Complaint Report – initiation" form must consist in the Customer's authorised representative signing the form.
9. Right after recording the receipt of the Complaint, the Responsible Representative shall contact the Customer and inform it of transferring the case to the Quality Control Department. From that moment on, the Customer Complaint shall be processed by the Manager of the Quality Control Department who shall inform the Customer within 30 days from the Complaint submission date of the way the Complaint is resolved using the "Complaint Procedure Completion" form. As far as possible, the Printing House shall follow the method of resolving the Complaint indicated by the Customer in the "Complaint Report – initiation" form. If meeting the Customer's expectations is not possible in the specific case, the Printing House shall have the right to resolve the Complaint in another available way, in particular by granting a price rebate.
10. During the Complaint Procedure, the Customer shall be entitled to receive current information on the Complaint status, the steps taken and their results from the Manager of the Quality Control Department.

11. If it becomes necessary to check facts associated with the Product Defect, in particular to submit the Product to expert assessment, check the condition of the Product or its part, or hold a meeting attended by the Customer or third parties, the time limit of the Complaint Procedure may be extended by no more than 60 days. The Manager of the Quality Control Department shall notify this fact to the Customer, specifying the reason for prolonging the Complaint Procedure and the new date of its completion.
12. If it becomes necessary to check facts associated with the Product Defect, in particular to submit the Product to expert assessment or check the condition of the Product or its part, the Customer may be requested to deliver the Product or its part to the location set by the Printing House, and in particular to the place of its production.
13. If the Customer Complaint is accepted, the Printing House shall pay the cost of activities associated with the Complaint, in particular the cost of transporting the Product and other costs of the Complaint Procedure.
14. If the Complaint made is obviously groundless, including a Complaint made in bad faith, the Customer shall pay the documented costs of the Complaint Procedure.
15. The method of completing the Complaint Procedure described in the "Complaint process completion" form shall be final and binding for the Parties. No Customer's claims pertaining to the Product Defect shall be pursued in court before the Complaint Procedure ends.
16. Regardless of the date of detecting the Product Defect, claims related to Product Defects shall expire after the expiry of three months from the date of issuing the Product to the Customer or a third party it has appointed. Making a Complaint after the expiry of the above time limit shall have no legal effects. A Complaint filed after the above time limit shall not be processed.

§6 Payments

1. Settlements under the Contract shall be made in the Polish currency. Choosing settlements in a foreign currency shall be allowed. If it is intended to settle in a foreign currency, the amount in it shall be converted into the Polish currency at the average exchange rate of the National Bank of Poland as of the day preceding the invoice issue date.
2. If such a requirement is specified in the Offer, the Customer shall pay the amount of advance payment specified in the Contract within 3 days of Contract conclusion. The Printing House shall provide the Customer with a VAT invoice documenting the advance payment within the time limit set in, and in accordance with the tax law. The Printing House shall have the right to make Contract fulfilment initiation conditional on the receipt of the advance payment.
3. Unless otherwise agreed, the payment for the Product delivery shall be made on the grounds of a VAT invoice delivered to the Customer set in, and in accordance with the tax law. The VAT invoice shall state the payment term of 21 days.
4. Unless otherwise agreed, the payment for the storage of materials or the Product shall be made on the grounds of a VAT invoice issued on the last day of the calendar month. The Printing House shall specify a 21 day payment term on this invoice.

5. If the payment is in arrears by more than 14 days, Drukarnia Ellert Sp. z o.o. shall, after previously calling the Client to pay immediately, be entitled to charge contractual interest on the overdue amount at the statutory interest rate plus five percentage points per annum.

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Material and Product storage cost

1. In the Contract or a separate agreement associated with the Contract, the Parties may agree that the Customer shall provide its own materials to the Printing House for storage and later usage in the production process.
2. The Customer shall deliver the materials to the Printing House address at its own cost, in the quantity and of parameters set in the Contract or a separate agreement.
3. The delivery of the materials, with a specification of their quantity, shall be advised to the Printing House no later than 48 hours in advance to enable the appropriate storage space to be prepared. The consignment of materials must not be dispatched before the Printing House has explicitly informed the Customer that it is ready to receive them.
4. The materials shall be delivered in packaging protecting them from the effects of the weather, and in particular from moisture.
5. The materials shall be stored free of charge for the first 30 days from the delivery date, as part of the fee for performing the Contract.
6. If the material storage duration exceeds 30 days, the Printing House shall charge the Customer for every following day at the rate of PLN 2.00 net + VAT for every pallet stored, including incomplete ones.
7. The Customer shall also be charged a fee for the warehouse handling of unprinted sheets at the rate of PLN 60.00 net + VAT for every transfer and loading of a pallet (also an incomplete one) of unprinted material. This fee shall not, however, exceed PLN 400.00 net + VAT at one time, regardless of the number of pallets.
8. If the Customer's Product is stored for more than 7 days after the agreed transfer date confirmed in the Order, the Customer shall pay the Printing House a Product storage fee of PLN 2.00 net (plus VAT) per 24h for every stored pallet, including incomplete ones.

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Communication between Parties

1. The Parties undertake to exchange information for the purpose of performing the Contract by e-mail, fax, post or face to face through authorised employees. Whenever the Contract or General Terms and Conditions require a statement to be made or information to be sent without specifying explicitly the form in which the statement or the information is to be transferred, the Parties shall have the right to use the means of communication referred to in this paragraph.
2. The agreement on the method of information exchange between the Parties shall not be binding whenever a legal provision provides otherwise and requires a written or special form.

3. Any changes to the Contract or modifications of the Parties' rights and obligations under these General Terms and Conditions must be made in writing to be valid.
4. Unless the Contract or General Terms and Condition stipulate otherwise, statements or information may be exchanged between the Parties through authorised employees as long as the authorisation to act on behalf of the Party is not doubted. In case of doubts as to the authorisation of the Party's employee or the scope of this authorisation, the Parties shall be entitled to demand the presentation of the appropriate power of attorney by persons authorised to represent the Party in accordance with the current copy of the appropriate register or record.
5. It shall be assumed in disputed cases that a statement made is binding upon the Party if it has been sent by the Party's employee from an e-mail address operated as part of the official Internet domain of that Party, from a fax number belonging to the Party or by post on a letterhead paper of the Party, unless it is proven that the statement was made as a result of a tort committed by the Party's employee or a third party.

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Liability rules

1. Any liability of the Printing House for the failure to perform or duly perform its obligation under the Contract, including the liability for Product Defects, shall cover the damage actually incurred and documented by the Customer but exclude lost profit and shall be capped at 100% of the Contract value.
2. In order to secure possible claims by Customers, the Printing House maintains valid third party liability insurance cover of PLN 8,000,000.

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Final provisions

1. Should one or more provisions of these GTC turn out to be invalid or unenforceable, this shall not impact the validity and enforceability of the remaining provisions.
2. The Contract, GTC and the associated rights and obligations of the Parties shall be governed by the Polish law regardless of the location of the Customer's registered address, place of incorporation and the Product delivery location.
3. All disputes between the Parties concerning the performance of the Contract shall be settled amicably, and should it be impossible to reach an agreement, shall be settled by the court of general jurisdiction competent for the registered address of the Printing House.