

General Terms and Conditions of Delivery

§1

Conclusion of the Agreement

1. The Agreement is concluded as a result of placing an Order, which is the acceptance of a Proposal prepared by the Printing House in response to a Request for Proposal. The conclusion of the Agreement is conditional upon confirmation by the Printing House of acceptance of the Order and directing it for execution. If, despite the lack of order confirmation, the Printing House proceeds with the order execution and informs the Client about it, the Agreement is considered to be effectively concluded. The above provisions do not apply to clients with whom the Printing House has framework agreements.
2. The proposal may only be accepted directly, with no possibility of modification on the part of the client. If the Client reserves changes to the Order in relation to the contents of the Proposal, this is, in case of doubt, deemed to be a new Request for Proposal.
3. In case of accepting the Proposal, the Client should complete the appropriate part of the previously provided "Proposal/Order" form by completing all boxes in the form or by completing its form and affixing a company stamp and signature of a person authorised to represent the Client on it. In case there are any doubts as to the Client's representation method, the Printing House has the right to request the provision, in an agreed form, of an extract from a relevant register of record, or a power of attorney, from which the Client's employee's authorisation to make representations on behalf of the Client results. Until the provision of evidence of the authorisation to represent the Client of a person affixing the signature, commencement of the Agreement is suspended.
4. The Client's completion of the designated boxes of the "Proposal/Order" form is tantamount to a declaration that the Client has read these GTC and agrees to be bound by the provisions of the GTC.
5. The completed "Proposal/Order" form should be sent via e-mail in the form of a PDF, JPG or other equivalent file type, fax or traditional mail/courier. The Printing House may request the provision of the original Order before commencing the production of the Product. Signing documents with a qualified electronic signature is deemed to be equivalent to signing the documents by hand.
6. As soon as the Order is delivered and the Client receives confirmation of receipt of the Order and directing it for execution, the Agreement is deemed to be concluded and binds the parties.
7. If the Printing House questions the materials needed to complete the Order, sent by the Client, the Client, upon receiving such information, is obliged to send new materials together with a written indication which materials the Printing House should use to start the Order.

§2

Production process

1. Production of the Product is carried out using materials and technical means belonging to the Printing House, unless a specific Agreement stipulates otherwise. A different arrangement may also include the Client's obligation to supply its own materials needed to produce the Product. In this case, the Agreement must specify how and when the materials are transferred to the Printing House, how they are to be stored and how the surplus is to be accounted for.
2. The Printing House is obliged to produce the Product in accordance with the printing standards, which is tantamount to producing the Product in accordance with the ISO 12647-2 standard, subject to clause 3 below and the Technical Standards of Elanders Polska sp. z o.o. published on the Printing House website at [Documents repository \(elanders.pl\)](https://www.elanders.pl). The Client, by giving consent

to being bound by the GTC, represents that it agrees to accept this quality criterion for the ordered Product.

3. The Client is obliged to provide the Printing House with files and materials needed to provide the printing service within the deadline set out in the proposal or other deadline agreed by the parties. The Client is obliged to inform the Printing House of any obstacles to the sending of files or materials not later than within 7 days before the planned service provisions date. If the files are not delivered by the deadline, the Printing House sets a deadline of no less than 14 days for the Client to deliver the files for printing. After the expiry of this deadline, the Printing House is not obliged to complete the order and the provisions of § 6(10) apply.
4. The Printing House has the right to charge the Client for unjustified downtime or delay in production on the basis of the man-hour rate assigned to the machine or machines concerned, in the amount of up to PLN 600 net per hour of delay or downtime.
5. The Client will be informed by the Printing House of any circumstances jeopardising the timely fulfilment of the Agreement, as well as of the remedial measures taken.
6. Immediately after completing the Product production process, the Printing House proceeds to check the Product quality, and in the case of its positive approval, it packs the Product in accordance with the Agreement and notifies the Client of its readiness to release the Product or transport it to the agreed place.
7. Upon delivery of the notification to the Client, if the Client chooses the option of delivery without transport, the Client is obliged to collect the Product within 7 days from the date of notification or according to the individual arrangements specified in the order.

§3

Product packing and transport rules

The cost of each type of packaging depends on the individual characteristics of the Product and is communicated to the Client in the Proposal. The client may use the transport service offered by the Printing House, use an external carrier or provide its own transport. Agreeing on the collection and transport of the Product is one of the Agreement elements, which is specified in the Order.

§4

Complaints

1. The Complaints procedure regulated in these GTC is a contractual modification of liability under warranty for defects, regulated in the Civil Code. The Client's rights and the corresponding obligations of the Printing House are comprehensively regulated in these GTC. Due to the specific nature of the Product produced in the Printing House, the auxiliary use of the Civil Code provisions on the warranty for defects to the Printing House's liability is excluded.
2. The Printing House is liable towards the Client for Product Defects caused by Printing House's culpable circumstances. The Printing House's liability for Product Defects is realised only within this Complaint procedure, otherwise the Client loses its rights on this account.
3. Bringing a claim or a petition before a court or an arbitration court concerning a Product Defect prior to the date of exhaustion of the Complaint procedure is considered early.
4. The Client is obliged to inspect the Product immediately after taking possession of it. In the case of a delivering the Product in parts, the obligation to immediately inspect the Product applies in each case to the first and subsequent batches of the Product.
5. The Printing House is not liable for Defects arising in the Product after the risk of damage or loss has passed to the Client's counterparty.

6. If the Product is handed over to a carrier designated by the Client, the Product is deemed to be in good condition at the time of handing over to the carrier. The Printing House is not liable for Defects arising in the Product after the risk of damage or loss has passed to that carrier.
7. If, as a result of the Client's inspection of the Product, a Product Defect is revealed, the Client notifies the Printing House immediately, no later than within 14 days from the date of delivery, in writing, and secures evidence of the Product Defect and takes care to minimise the damage resulting from the existence of the Product Defect. The Client is obliged to indicate the proposed way of handling the complaint by: reducing the price or replacing the Product with a defect-free one. The Client has the right to lodge a complaint within 14 days of dispatch only if any quality deviations are found in the reproduced materials in the amount greater than 1% of the print volume.
8. The Printing House informs the Client within 14 days from the date of lodging the Complaint how the Complaint will be considered. The Printing House should, as far as possible, be guided by the method of handling the Complaint indicated by the Client. Should it not be possible to meet the Client's expectations in this particular case, the Printing House is entitled to handle the Complaint in another available way, in particular by granting a price discount.
9. In the event that it is necessary to verify the facts relating to the Product Defect, in particular the need to submit the Product to get an expert opinion, the need to check the condition of the Product or parts thereof, or the need to hold a meeting with the Client or third parties, the term of the Complaint procedure may be extended by a period not exceeding 60 days. The Printing House informs the Client of this fact, stating the reason for the extension of the Complaint procedure and the new deadline for its completion.
10. In the event of an obviously unjustified Complaint, including a complaint made in bad faith, the Client is obliged to pay the documented costs of the Complaint procedure.
11. The manner of completion of the Complaint procedure as indicated in paragraph 8 is final and binding on the Parties. Any claim by the Client for a Product Defect is not asserted in court until the Complaint procedure has been completed.
12. Regardless of the date on which the Product Defect is discovered, claims for Product Defects expire six months after the date of delivery of the Product to the Client or a third party designated by the Client. Lodging a Complaint after the aforementioned deadline has no legal effect. A Complaint lodged after the deadline will be left without further action.

§5

Payment

1. Settlements under the Agreement will be made in the Polish currency. It is allowed to establish settlement in foreign currency.
2. If such a requirement is included in the Proposal, the Client pays an advance to the Printing House in the amount resulting from the Agreement within 3 days from the date of its conclusion. The Printing House delivers to the Client a VAT invoice evidencing the advance payment within the time limit and in accordance with the rules of tax law. The Printing House has the right to make the execution of the Order conditional upon receipt of the advance payment.
3. In the absence of any arrangement to the contrary, payment for the delivery of the Product is made on the basis of a VAT invoice, delivered to the Client within the time limit and in accordance with the rules of tax law. The VAT invoice will have a payment time limit of 21 days, unless the proposal or other documents indicate different arrangements between the parties with regard to the payment time limit.

4. In the absence of any arrangement to the contrary, payment for the storage of materials or Product is made on the basis of a VAT invoice issued on the last day of the calendar month. The Printing House provides the invoice with a 21-day payment period.

§6

Costs of storing materials and the Product

1. In the Agreement or in a separate arrangement related to the Agreement, the Parties may agree that the Client will hand over to the Printing House, for storage and subsequent use in the production process, materials owned by the Client.
2. The Client will deliver the materials to the Printing House's premises at its own expense, in the quantity and parameters specified in the Agreement or a separate arrangement.
3. The delivery of materials, specifying their quantity, will be notified to the Printing House no later than 48 hours before delivery to enable adequate storage space to be prepared. The dispatch of materials cannot take place before the Client has received a clear confirmation of readiness to receive materials from the Printing House.
4. Materials will be delivered in packaging that protects them from the weather, particularly moisture.
5. For the first 30 days after delivery, the materials will be stored at no additional charge as part of the remuneration for the execution of the Agreement.
6. If the storage time exceeds 30 days, the Printing House will charge the Client for each consecutive day in the amount of PLN 2.00 net plus VAT for each stored pallet, including the pallet started or pallet place in the case of roll paper.
7. The Client will also be charged a storage handling fee for unprinted sheets at the rate of PLN 60.00 net plus VAT for each release and loading of a pallet (also started) or 1 tonne of roll paper of unprinted material.
8. If the Client's Product is stored for more than 7 days from the agreed release date confirmed in the Order, the Client pays the Printing House a fee for storing the Product in the amount of PLN 2.00 net (plus VAT) per day for each stored pallet, also started one, or 1 tonne of roll paper.
9. In the event of ordering printing on paper purchased for the Client's needs in accordance with the delivery forecasts or orders submitted by the Client, the Client will be obliged to buy back the paper remaining after completion of the order/agreement or in the event of cancellation of the printing order shown in the forecast/order. The Client will be obliged to collect the paper within 7 days from the date of receiving the request made by the Printing House and to pay the price of the paper on the basis of a VAT invoice issued by the Printing House.
10. In case the Client fails to deliver files / materials necessary for printing or fails to inform the Printing House within the period indicated in §2(3) of the GTC, the Printing House has the right to charge the Client with a contractual penalty in the amount of 20% of the gross value of the order, which was not completed due to non-delivery of the file, equivalent to the cost of downtime caused by non-delivery of the files.

§7

Communication of the Parties

1. The Parties undertake to exchange information for the purpose of implementing the Agreement by e-mail, fax, post, or directly through authorised employees. Whenever the Agreement or the General Terms and Conditions provide for the necessity of making a representation or sending information, without expressly indicating in which form the representation is to be made or the information is to be sent, the Parties are entitled to use the forms of communication provided for in this clause.

2. The agreement on the forms of exchange of information between the Parties is not binding, whenever the law provides otherwise, requiring a written form or a special form.
3. Any amendment to the Agreement or modification of the rights and obligations of the Parties under these General Terms and Conditions requires written form to be valid.
4. In cases of dispute, a statement made is deemed to be binding on a Party if it was made by an employee of a Party via an e-mail address functioning within the Party's official Internet domain, a fax number belonging to a Party or by post using the Party's letterhead – unless it is shown that the statement was made as a result of a tortious act of an employee of a Party or a third party.

§8

Liability

Any liability of the Printing House for non-performance or improper performance of an obligation under the Agreement, including liability resulting from Product Defects, covers damage actually incurred and documented by the Client, with the exclusion of lost profits, and is limited to the amount constituting 100% of the Agreement value. The Printing House holds a valid third-party insurance policy in order to secure any claims made by Clients.

§9

Final provisions

1. If one or more provisions of these GTC prove to be invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions.
2. The Agreement, the GTC and the related rights and obligations of the Parties are subject to Polish law, irrespective of the place of residence of the Client, the place of incorporation and the place of delivery of the Product.
3. Any disputes arising between the Parties in connection with the execution of the Agreement will be resolved amicably, and if no agreement can be reached, they will be referred to the common court having jurisdiction over the registered office of the Printing House.