

## **1. Applicability**

1.1 The below stated conditions of delivery and payment are applicable to all contractors. In case a separate written agreement is made with the contractor, then the OWU stipulations shall be applied in the scope not regulated by this agreement.

## **2. Acceptance of the order**

2.1. The orders are accepted solely in writing and are valid after the written confirmation of the order acceptance by the Contractor. Oral agreements of our employees or collaborators always require a written confirmation.

2.2. The placed orders have to be signed by a person authorized to represent the Client.

2.3 In case, after the acceptance of the order, facts undermining the Contractor's financial credibility occur, the Client is authorized to demand an advanced payment or an appropriate security – in case of refusal, the Client has a right to withdraw from the order realization.

2.4 Costs resulting from further amendments introduced to the accepted order by the Client, including the equipment shutdown, shall be charged to the Client. Sample print-outs shall be considered as further amendments.

## **3. Projects, sample print-outs, files and their costs**

3.1. Materials for the print-out shall be prepared and delivered in the way it is organized in the company Opinion and described in the „Specification for preparation the materials for the print-out“. Preparation for printing of the materials not meeting the above mentioned specification shall be subject to additional fees according to the current rate for an hour of a graphic designer work.

3.2. The materials and CDs collected by the Contractor and used for production of the ordered goods remain the property of the Contractor and may be returned solely upon a written request of the Client submitted at the moment of the order placement or within 7 days from their sending to the Contractor.

3.3. The designs prepared by the Contractor and files processed for printing remain our property and without our consent they may not be made accessible to the third parties. The designs are subject to the legal protection.

3.4. The files prepared to print are being kept in our archive for the period of 3 months starting from the delivery date of the order. After this period of time elapses they may be destroyed. However, there is no obligation to archive the files and no obligation to inform the Client about their disposal.

3.5. After realizing the order we are not responsible for the materials specified the item 3.2 and not collected by the Client within 7 days from the day of their receipt from the Client.

3.6. Production runs on the basis of the data specified by the Client in the order. We are not obliged to evaluate their appropriateness and purposefulness. Shall sample print-outs be required; the costs of their realization shall be added to the invoice.

3.7. In case of printing on the consigned materials, we shall not be held responsible for the level of their suitability or any damages which may become visible during printing. In such a case however, we shall be obliged to immediately stop the printing and inform the Client, that printing according to the previously agreed method is not possible.

3.8. After manufacturing the products according to the submitted design and materials, the Client bears full responsibility for checking, if as a result, the rights of the third parties have not been violated. The Client shall be obliged to exclude us from all potential cases concerning the third parties claims related to compensations for the violation of their rights and we shall also be excluded from any responsibility for the print-outs contents.

3.9. Shall the usage of the materials that were consigned to us by the Client result in compensation claims from the third parties – the Client is obliged to exclude us from these parties compensation claims.

3.10. The Client agrees that the products manufactured by the Contractor are used in information and advertising materials as well as samples of the Contractor technical capabilities.

3.11. Upon Client's consent we are authorized to place the Contractor's logo on a manufactured product.

Client has the obligation to review the sample print-outs in order to find misprints or other deviations. We shall not be held responsible for the mistakes overlooked by the Client. The changes made by phone require a written confirmation.

We shall not be held responsible for the deviations from the colours desired by the Client, if we do not receive from them a cromalin colour pattern or other reliable print-out (digital proof or a print-out from the calibrated digital printer), which was accepted by the Client in writing.

3.12 At the following placement of the order for printing the same work, it is required that the colour pattern is submitted again. Due to the variety of the applied media, the Contractor may request a new acceptance of the colour print-out sample.

#### **4. Goods receipt or shipment date, failure / lack of possibility to deliver**

4.1. Information concerning dates and other data related to the placed orders are given by the Customer Service Office (BOK).

4.2. The order goes to the production only after receiving by the Customers Care Office written acceptance of the order (confirmation of the production process) along with all other requested documents and properly prepared materials.

4.3. Goods receipt or shipment date is specified in the accepted order. Goods receipt or shipment date shall be prolonged for the time for which the Client delayed meeting their obligations or changed the scope of the order.

4.4. Goods receipt or shipment date may be delayed in case of the force majeure occurrence, which took place after the order acceptance and which was not caused by us, provided that these obstacles had a significant influence on the order realization, also in case these circumstances occur at our suppliers. We shall immediately notify the Client about such obstacle occurrence and about its elimination. The Client may request from us a declaration if we would like to withdraw from the order or realize it within a specified period of time. The Client may withdraw from the agreement in case of our delay in giving this declaration. In such cases claims against the resulting damages shall be deemed null and void.

4.4. Compensation for the delay caused by our company may not exceed 10% of the value of the order which was not realized on time.

## **5. Packaging, shipment and risk transfer**

5.1. As a standard, the print-outs are packed in cubes or in rolls (depending on the base). A non standard way of packing requires the delivery of a detailed description of folding and packing.

5.2. We realize the shipment of the goods and their insurance solely upon a clear written order of the Client and on their expense.

5.3. Shall the shipment of the goods be delayed upon Client's request or on Client's responsibility, the costs of the goods storage and risk thereof shall also be covered by the Client. In such a case the notice about readiness corresponds to the shipment.

5.4. The risk of accidental loss of the goods is transferred to the Client in the moment of the goods hand-over to a forwarder or carrier.

5.5. The Contractor shall not be held responsible for the failure to meet the shipment delivery date if this failure is a result of circumstances on the carrier side.

## **6. Prices – payment**

6.1. Prices given in the price list do not include the cost of shipment, non-standard parking, cutting to fit the size and VAT tax.

6.2. In case of the delay in payment we charge the interests currently in force.

6.3. Shall the Client be delayed with the payment against the previous order or with the realization of the agreed pre-payment – we have the right to withhold or stop the realization of the order or refuse to handover the goods.

6.4. As a rule, at the beginning of the cooperation a prepayment for the order is required. The details of the payment the principal talks over with the sales person.

## **7. Claims resulting from defects or poor quality and warranty**

7.1. The Client shall check the goods immediately upon receipt in relation to defects / shortages, features / quality and guaranteed properties. Evident defects shall be claimed on the following working day by sending a written notice (by fax). The claims are taken into consideration only when issued within 14 days counted from the delivery of the goods.

7.2. The Client is obliged to make the claimed goods available to our representative in order to confirm the defect.

7.3. In case of the accepted claims we may reduce the price or deliver goods free of defects.

7.4. In case of receiving a damaged shipment, the Client is obliged to prepare a protocol of damage – signed by the courier. Lack of the protocol deprives the Client of effective claim making.

7.5. Lack of any part of the delivered goods does not give the Client a right to make claim on the whole delivery.

7.6. In all printing methods – the slight deviations from the colour pattern approved by the Client shall not be subject to claims. The same is applicable to comparison of sample print-outs with the impression print-out.

7.7. All claims related to colours shall be considered on the basis of the colour patterns accepted by the Client in writing and qualified for printing. The confirmation needs to be marked with a stamp and signature as well as match print or any other colour match sample whenever required to be used. If the materials have been returned upon a clear request from the client, then the client is obliged to send the colour patterns back and on this basis the claim shall be considered.

7.8. In case of printing on the consigned materials, we shall not be held responsible for the level of their suitability.

## **8. Limitations of civil liability**

8.1. The Client shall be responsible if as a result of the order realization the rights of the third parties have been violated. The Client released the Contractor from all claims made by the third parties as a result of such rights violation.

8.2. We do not take responsibility for damaged products produced or processed by other companies unless gross negligence in choosing the particular supplier is proved.

8.3. The compensation in every particular case is restricted only to the costs of the order in which damage was proved. The maximum cost of the refund for the delay caused by the contractor can not exceed the amount of 10% of the total cost of the delayed order.

## **9. Place of execution, applicable court and jurisdiction**

9.1. The Contractor's seat is considered to be the location of deliveries and payments realization. The only court appropriate to all disputes arising between the parties is the District Court in Gliwice or the Regional Court in Gliwice.

9.2. In case of possible litigation between contracting parties, to the agreements composed according to the mentioned terms and conditions, polish law is applied.