

## ***GENERAL CONDITIONS OF ORDER EXECUTION AT DRUKARNIA DIMOGRAF SP. Z O.O.***

### **1. Rights and obligations of the parties**

1.1. The Contractor is obliged to perform the order properly at its risk and expense and to deliver the order to the Client within the agreed time-limit. The Client shall accept the subject-matter of the order and pay the contractual price. The Contractor shall perform the order according to the QUALITY SPECIFICATION OF THE PRODUCT. The full specification is available on the Contractor's website at:

[http://www.dimograf.com/assets/specyfikacja\\_jakosciowa\\_produkту\\_dimograf.pdf](http://www.dimograf.com/assets/specyfikacja_jakosciowa_produkту_dimograf.pdf) and constitutes an integral part of GENERAL CONDITIONS OF ORDER EXECUTION AT DRUKARNIA DIMOGRAF SP Z O.O.

1.2. The Client is obliged to provide the Contractor with information and materials for production in the quantity and quality necessary for the proper performance of the order within the time-limit specified in the order acceptance confirmation. Any delays in the transfer of materials and information from the client may result in the postponement of the time of performance. Files shall be prepared in accordance with the Contractor's requirements, which are available on the Contractor's website at:

[http://www.dimograf.com/assets/wymagania\\_przygotowania\\_plikow.pdf](http://www.dimograf.com/assets/wymagania_przygotowania_plikow.pdf) and which constitute an integral part of GENERAL CONDITIONS OF ORDER EXECUTION AT DRUKARNIA DIMOGRAF SP Z O.O.

1.3. If inappropriate input materials for production hinder the proper performance of the order, the Contractor shall suspend production for the period necessary for the change of input materials for production by the Client or until it receives written notification from the Client with information that the Client insists on the performance of the order with the use of the delivered input materials for production. Unless agreed otherwise between the parties, the time specified for the performance of the order shall be prolonged by the time of suspension of the order till the moment of receipt of input materials by the Contractor from the Client in the quantity and quality that shall make it possible to continue the performance of the order. When the performance of the order is resumed, the Contractor shall inform the Client in writing about the postponement of the time of performance of the order. The Contractor is entitled to the reimbursement from the Client for costs arising in connection with the suspension of the performance of the order or the use of inappropriate input materials for production until these materials are found to be inappropriate.

1.4. If the Client, upon being informed of the inappropriateness of input materials for production, asks the Contractor to repair or prepare input materials for production, and the Contractor, on the basis of the Client's written request, agrees to do so and carries out the repair or prepares input materials for production, the Contractor is entitled to charge the Client with costs of repair or costs of preparation of input materials for production. Costs incurred by the Contractor shall be added to the price for the performance of the order, unless agreed otherwise between the Contractor and the Client.

1.5. If the Client is in default with the delivery of input materials for production or if the Client fails to react immediately to the Contractor's remark that the submitted input materials for production are inappropriate, this fact shall be treated as a gross violation of the

Agreement, on the basis of which the Contractor is entitled to change the time of performance of the order or to terminate the Agreement and withdraw the order.

1.6. All input materials for production delivered to the Contractor by the Client for the purpose of performance of the order shall continue to be owned by the Client. Upon performance of the order, input materials for production shall be stored at the Contractor's premises and returned to the Client at the Client's request contained in the order upon full payment of the agreed price. Until full payment of the value of the order, the Contractor is entitled to retain production materials delivered to it by the Client. The Contractor shall keep input materials delivered to it by the Client for a period of 12 months from the completion of the order. Upon lapse of this period (if the Client failed to indicate clearly in the order its will to regain output materials upon completion of the order) materials shall be destroyed or removed and it shall not be possible for the Client to request their return or reuse.

## **2. Delivery and payment conditions**

2.1. The Contractor is entitled to issue a sales document for the amount agreed for performance of the order when it completes the order and makes available or delivers the subject-matter of the Agreement to the Client on conditions agreed upon in the order.

2.2. The Client is obliged to pay the value of the order within the time-limit for payment specified in the sales document issued by the Contractor.

2.3. If the Client is in default with payment for the completed order, the Contractor is entitled to charge the Client with contractual penalties in the amount of statutory interest resulting from the law applicable to the Contractor's country.

## **3. Performance and delivery of the subject-matter of the Agreement**

3.1. The place of performance of the subject-matter of the Agreement is the Contractor's place of business.

3.2. The place of delivery of the subject-matter of the order shall be the warehouse of finished goods in the Contractor's place of business, unless specified otherwise in the Agreement. The subject-matter of the Agreement shall be accepted in the Contractor's place of business by the Client or a third party authorised in writing by the Client. If the Client fails to accept the subject-matter of the order within the indicated time-limit, it shall bear all risks related to the occurrence of material damage in the subject-matter of the order irrespective of the reasons of occurrence of this damage. In addition, in the case of the Client's delay in the acceptance of the subject-matter of the order, the Contractor is entitled to charge the Client with costs of storage of each pallet with the ready subject-matter of the order in the amount of 40 PLN (10€) per each month. In addition (unless agreed otherwise in writing between the parties), the Contractor is entitled to remove the subject-matter of the order from the warehouse and to transfer it to a waste disposal site without the Client's knowledge if the Client is in default with its acceptance for a period longer than 12 months.

3.3. If the Agreement specifies the Contractor's obligation to send the subject-matter of the order to a place specified by the Client (to the Client's warehouse) or to any other places specified by the Client (for example, to the distributor's warehouse), the Client is required to send the distribution list to the Contractor not later than three days before the date of

completion of the order. The written distribution list shall contain the following data: the address of the place of delivery (company name and place of business of the distributor) and the name of the employee entitled to accept the subject-matter of the order. If the Client fails to fulfil this obligation, the address of the Contractor's place of business shall be specified as the place of delivery of the subject-matter of the order.

3.4. If the Agreement specifies the Contractor's obligation to send the subject-matter of the work to the place indicated by the Client, the obligation to complete the order shall be fulfilled at the time of delivery of the subject-matter of the order to the forwarder for transport purposes, unless it has been stipulated in the Agreement that the Contractor's obligation is fulfilled at the time of delivery of the subject-matter of the order in the place where it is to be delivered according to the Client's written instructions.

3.5. Upon handover of the subject-matter of the order, the risk of material damage shall pass to the Client.

3.6. The Client shall be obliged to examine the subject-matter of the order immediately and check its quality and quantity. If the subject-matter of the order is sent to the place indicated by the Client, the Client may postpone the examination of the subject-matter of the order until the subject-matter of the order is delivered to the place specified by the Client.

3.7. The Client is obliged to specify its reservations in writing when accepting the subject-matter of the order. Otherwise it is deemed that the Client has no reservations at the time of acceptance of the subject-matter of the order.

3.8. The Contractor reserves the ownership of the subject-matter of the order. The ownership of the subject-matter of the order shall pass to the Client on the day of full payment of the agreed price for the subject-matter of the order.

#### **4. Complaints**

4.1. Any claims concerning apparent defects of the subject-matter of the work may be reported by the Client in writing immediately after they are detected, not later than within 14 days from the time of delivery of the subject-matter of the order. The Contractor shall consider each complaint within 14 days from the date of its reporting.

4.2. The Contractor shall not be responsible for any defects of the work that may arise from the use of input materials for production delivered to the Contractor by the Client. Also, the Contractor shall not be responsible for defects caused by the receipt of wrong instructions from the Client if the Contractor reported the inappropriateness of these instructions and the Client insisted on their use or if the Contractor could not determine the inappropriateness of these instructions.

4.3. The Contractor shall not be responsible for any defects caused by the Client that may result from the inappropriate storage, handling or use of the subject-matter of the order.

#### **5. Other provisions**

5.1. The quantity of the actually delivered subject-matter of the work may differ from the quantity agreed upon in the order as follows: 4% in the case of production volume up to 1,000 pcs, 2% in the case of production volume up to 20,000 pcs, 1% in the case of production volume up to 20,000 pcs. If the Client has excluded the possibility of delivery below the quantity specified in the order, the Contractor is entitled to deliver excess quantities equivalent to twice the stated deviation from the quantity agreed upon in the order. If the Client has excluded the possibility of delivery above the ordered quantity in the order, the Contractor is entitled to deliver twice the stated deviation below the quantity agreed upon in the order.

5.2. If production is suspended at the Client's request or if the Client's consistent delay makes it difficult for the Contractor to commence or continue production, the Contractor is entitled to finish the work and issue an invoice to the Client for all costs incurred until the issuance of the invoice plus 10% in respect of compensation for losses.

5.3. The termination of the Agreement or the change of time of the performance of the order by the Contractor may also occur in the case of delays in payments for already completed orders if these delays exceed 20% above the time of payment specified on issued documents of sale.

5.4. If any of the parties to the Agreement is unable to fulfil obligations hereunder because of force majeure (natural catastrophes, wilful activity of third parties, etc.), such party is exempt from its obligations resulting from the agreement for performance of the subject-matter of the order for the duration of these obstacles and within the range of their consequences.

5.5. The Client is responsible for having a licence to reproduce and distribute the work.

5.6. The Client is not entitled to offset any of the amounts due to it with the amount due to the Contractor.

The offer by Printing House Dimograf has been prepared according to the current prices of materials and is valid for 14 days. The price quoted in the offer is a net value and does not include transport costs, unless they have been explicitly stated in the offer. Execution of the order based on the offer sent to the Ordering Party is possible only on the terms stated in Product Quality Specification, Order Completion Terms and after delivering files prepared in accordance with the requirements of Dimograf Printing House (documents available at: <https://www.dimograf.com/> to download).

The offer has been made on the basis of an inquiry from the Ordering Party and general assumptions regarding the calculation (in the absence of details provided by the Ordering Party in inquiry). The general assumptions of the offer concern, among others:

1. Die-cutting forms. If it is necessary to use a die-cutting form, the calculation assumes a simple one with knives, consisting of up to two elements with low complexity of shapes and the total length of knives not exceeding 1 running meter.
2. Pantone colors. In the case of printing with pantone colors, the calculation assumes the use of basic pantone colors (excluding metallic, pastel and fluorescent colors) and the coverage of the sheet surface at a level not exceeding 15%.

Printing House has the right to change the price if Customer provides files that prevent the execution of the order in accordance with the calculation assumptions and on the above-mentioned rules.

## **6. Final provisions**

6.1. The content of these GENERAL CONDITIONS OF ORDER EXECUTION is binding upon both

parties. All amendments shall be made in the form of a written document accepted by both parties.

6.2. All disputes shall be resolved by the common court having jurisdiction over the Contractor's place of business.

6.3. The submission of an order by the Client and the acknowledgement of its acceptance by the Contractor shall be tantamount to the acceptance of the above GENERAL CONDITIONS OF ORDER EXECUTION by both parties.