

## **General Terms and Conditions of Ordering at Drukarnia Perfekt S.A. (hereinafter referred to as "GTC")**

1. All orders placed with Drukarnia Perfekt S.A. are carried out on the basis of orders placed by the customer in writing or via e-mail. Each order shall only be placed by a person who has the authority to incur obligations on behalf of the Customer.
2. By placing an order with Drukarnia Perfekt S.A, the Customer confirms to have become acquainted with:
  - a) these General Terms and Conditions of Ordering (hereinafter referred to as "GTC");
  - b) Product Quality Specification to be found here: [link](#) ;
  - c) Instructions for the correct preparation of the files to be found here: [link](#),

and accepts the contents of the above-mentioned documents which form an integral part of the order.

3. Each order shall include the subject of the work, the remuneration, the time schedule and shall be preceded by an offer made to the Customer.
4. Each order requires confirmation in writing or via e-mail by Drukarnia Perfekt S.A.
5. If the Customer makes changes to the order after it has been confirmed by Drukarnia Perfekt S.A., the existing order becomes invalid and the parties are obliged to agree on the updated subject of work, value of remuneration, time schedule and to conclude a new order.
6. The order will be executed by the date indicated in the order as long as all necessary materials (files) are supplied by the Customer on time and the electronic print edits are approved by the date indicated in the order.
7. By placing an order, the Customer declares that it holds full copyrights, licence rights or industrial property rights to the materials delivered to Drukarnia Perfekt S.A., in particular to the works contained therein, trademarks, decorative signs, utility models, designs or other works, the copyrights to which are used by other entities and assumes all responsibility for their use by Drukarnia Perfekt S.A. in the execution of the order.
8. The order is deemed completed when Drukarnia Perfekt S.A. delivers the print run covered by the order to the Customer's warehouse/office indicated in the order within the deadline agreed upon by the parties, unless it results from the content of the order that the Customer collects the print run personally from the premises of Drukarnia Perfekt S.A. In such a case, a notification of Drukarnia Perfekt S.A. to the

Customer shall be considered as the completion of the order. confirming readiness of the print run to be collected from Drukarnia Perfekt S.A.'s premises.

9. Pursuant to Article 558 § 1 of the Polish Civil Code, it is agreed that the warranty period is 21 days from the date of acceptance of the print run by the Customer on the basis of the acceptance protocol or a WZ external release document.
10. Drukarnia Perfekt S.A. shall review complaints immediately, within maximum 14 days from receipt.
11. In order to be valid, complaints from a Customer who is not a consumer must be made in writing or via e-mail.
12. If defects of the subject of the order occur during the 21-day statutory warranty period, Drukarnia Perfekt S.A. shall be obliged to remove the defects within an appropriate period (mutually agreed upon by the parties) or to grant an agreed discount.
13. After the statutory warranty period specified in item 9 above, any responsibility of Drukarnia Perfekt S.A. for the execution of the order irrevocably ceases and the Customer acknowledges the debt resulting from the acceptance of the produced print runs.
14. The exclusion or limitation of warranty liability described above shall be invalid if Drukarnia Perfekt S.A. has fraudulently concealed a defect in the print run from the Customer.
15. In the event that the Customer terminates or modifies the order prior to the order completion date or the Customer fails to carry out the order, the Customer will be obliged to pay all costs that Drukarnia Perfekt S.A. has incurred in connection with the execution of the order from the date of its conclusion. The above applies in particular to the cost of labour, the acquisition of paper, cardboard, paints and other materials and items necessary for the execution of the order.
16. Drukarnia Perfekt S.A. has the right to withhold its performance if the Customer has not made advance payments or is in delay with payments to Drukarnia Perfekt S.A. regarding orders previously completed and collected by the Customer.
17. All disputes arising between the Customer and Drukarnia Perfekt S.A. in the course of order processing shall be examined under Polish law by the Regional Court for the city of Warsaw, and in case of lack of subject matter jurisdiction, by the District Court in Warsaw.