

## DEFINITIONS

**Vendor** - Labo Print S. A., ul. Szczawnicka 1, 60- 471 Poznan, Poland, entered in the register of entrepreneurs administered by the District Court Poznan-Nowe Miasto and Wilda in Poznan, VIII Commercial Department of the National Court Register, under the KRS number 0000472089, tax identification number NIP: 7792385780, share capital: PLN 3 617 600,00; paid in full

**Ordering Party** - consumers and entrepreneurs within the definition of the 431 of the Civil Code, being natural persons operating business activity, legal persons and organisational units not having legal personality.

### § 1. General provisions

1. The provisions of herein document specify terms and conditions for accepting and processing of orders, collecting or dispatching goods, payments, claims and copyrights concerning all Ordering Parties (excluding § 8 of herein terms and conditions which exclusively concern corporate Ordering Parties).
2. Shall the Ordering Party conclude a separate contract with the Vendor, the provisions of the herein terms and conditions shall apply to the extend not provided thereof.
3. Detailed technical requirements for the files with prints to be delivered to the Vendor by the Ordering Party for the purpose of processing the order are stipulated in the Appendix 1 „Print Material Specification”.

### § 2. Acceptance of order

1. The Vendor accepts orders in electronic format.
2. The Ordering Party is obliged to send the order by electronic mail to the Vendor’s email address: office@laboprint.eu. Shall the Ordering Party and the Vendor maintain regular commercial relationship, the order can be emailed to the email address of the Vendor’s employee in charge of the Ordering Party’s account.
3. The electronic mail mentioned in § 2, par. 2 must be sent by a person authorised to represent the Ordering Party and must contain all information necessary to process the order, and in particular the following details:
  - a) The Ordering Party’s Company’s registration data: Tax Identification Number (PL NIP), National Business Registry Number (PL REGON), National Court Register Number (PL KRS) or equivalent data for the country in which the Ordering Party is registered or operates business activity, and for the Ordering Party, who is an individual, their full name, address of residence (all above data are required for the first order only and in case of any changes in the Ordering Party’s data). Concurrently the Ordering Party represents that all the data provided is true and correct and that they are authorised to represent the Ordering Party, and the Ordering Party is aware of the consequences resulting from providing incorrect information in that respect,
  - b) precise indication of the following parameters of the order: the name of the file to be printed, the materials to be used for printing or which will be delivered by the Ordering Party, the format, finishing and quantity of prints,
  - c) packaging specification for the ready prints,
  - d) order completion date proposed by the Ordering Party and the proposed product delivery or collection date
  - e) In case the Ordering Party selects the option of dispatching the ready prints, the data for dispatching purposes, the name of the shipper, courier, carrier or mail operator, with restriction to the providers who offer services on the territory of the Vendor’s and Ordering Party’s registered offices.
4. The Vendor stipulates that the dispatch of prints is subject to the terms and conditions of the courier, shipper, carrier or mail operator indicated by the Ordering Party.

5. Shall any of the required data be missing, the Vendor will commence processing of the order only after the Ordering Party has provided the missing information within the deadline stipulated by the Vendor.
6. Shall the Ordering Party fail to specify all the data stipulated in the § 2 par. 3 hereof, the Vendor reserves the right to reject the order.
7. Prior to realisation of the order, the Vendor has the right to request prepayment or any relevant forms of security.
8. The Vendor will confirm the order acceptance in the electronic form and will finally stipulate all significant terms and conditions of the order, in particular the price, completion date, dispatch or collection date of prints, packaging method and alternatively the delivery method.

### **§ 3. Order processing**

1. The files required for printing should be prepared in compliance with the „Print Material Specification“, Appendix 1 hereof, and sent to the FTP server or delivered to the Vendor in any other way, as individually agreed on.
2. The Vendor shall process the order based on the files provided for by the Ordering Party. In regards to the above, the Ordering Party shall hold full liability for the legal and physical defects of the files provided for printing, as well and for preparation of files contrary to the Appendix 1 „Print Material Specification“. The Vendor reserves the right to reject the order in the event the Ordering Party provides files or materials with contents contrary to the law, in particular those of offensive contents.
3. In case of processing prints from materials provided or selected by the Ordering Party, despite having stipulated by the Vendor the lack of fitness for purpose of the material to process the order, the Vendor shall not liable for the level of the material's fitness for purpose and for any defects or damages that can occur during production.
4. or processing orders from materials delivered by the Ordering Party, it is necessary to provide adequate spare material. The size of the spare material will depend on the type of the order and the type of material selected for processing and will be stipulated each time by the Vendor once the order has been placed.
5. Shall the Ordering Party deliver the files or materials necessary for order processing at a later date than the date of the order placement, the Ordering Party is obliged to inform the Vendor thereof. Concurrently, the failure to deliver the files or materials within the date indicated by the Ordering Party results in prolonging the order completion date and the necessity to reconfirm the deadline by the Vendor's employee.
6. The materials used for order processing can be returned only upon the Ordering Party's request filled at the time of placing the order or filed under the terms applicable for placing orders, within 7 days from delivering them to the Vendor, unless the Vendor shall inform the Ordering Party about the impossibility to return the materials provided due to occurrence of circumstances, for which the Vendor is not liable. The files provided for printing are archived for the period of 1 month, concurrently the Vendor is not obliged to notify the Ordering Party about their disposal. Once the order has been processed, the Vendor shall not bear liability for the materials uncollected by the Vendor within 7 days from the order completion date.
7. The Ordering Party can, under the terms applicable for placing orders, order sample prints. The Vendor produces a sample print at the Ordering Party's cost. For orders with sample prints, the Ordering Party prior to processing the order, is obliged to accept the subject print, under to terms applicable for placing orders.
8. If, after the Ordering Party has accepted the sample print, the Ordering Party will inform the Vendor under the terms applicable for placing orders, about the necessity to make modifications to the print previously accepted by the Ordering Party, the Vendor will charge the Ordering Party with all the costs relating to those modifications.
9. The Vendor shall not be liable for any derogations from the colours required by the Ordering Party, if the Vendor has not received prior to printing, a colour fan being cromalin or any other reliable print (digital proof), that was signed by the Ordering Party or its authorised person.

10. Shall the Ordering Party wish to reorder prints of the same work, it is required to deliver again the colour fan approved by the signature of the Ordering Party or its authorised person. Shall the Ordering Party fail to deliver the colour fan prior to printing, relevant provisions of § 3 par. 9 hereof shall apply.
11. The Ordering Party agrees to use the products made by the Vendor for informative and marketing purposes and as a sample of the Vendor's technical capacity.

#### **§ 4. Copyright**

1. Acceptance of herein terms and conditions is tantamount to the Ordering Party's representation on holding the legal title to all the materials and files provided to the Vendor.
2. Shall any third party copyright be infringed during processing of the order, the Ordering Party shall bear full liability arising thereof. The Ordering Party shall indemnify the Vendor from all and any third party claims resulting from such an infringement. Furthermore, the Ordering Party represents, that it commits to repay to the Vendor any costs incurred by the Vendor due to above mentioned infringement of third party rights.
3. The projects prepared by the Vendor for the Ordering Party belong to the Vendor and may not be shared with any third parties without the Vendor's consent. The projects are copyrighted.

#### **§ 5. Oder completion date**

1. The order completion date is stipulated by the Vendor's employee, based on the Vendor's technical capacity and the order type.
2. The order processing time starts from the moment of the order acceptance confirmation provided by the Vendor's employee.
3. The order completion date stipulated by the Vendor does not include the delivery time by the selected shipper, courier, carrier or mail operator in accordance with provisions of herein §2.
4. The Vendor will not be liable for any delays in the order processing, resulting from the Acts of God. Shall such circumstances occur, the Vendor is obliged to immediately inform the Ordering Party thereof.
5. The Ordering Party has the right to withdraw from the contract in case of occurrence of delays in the order completion due to Act of God. Shall the Ordering Party withdraw from processing the order as above, it is not entitled to any rights to claim any compensation.
6. The Ordering Party may claim compensation due to delay resulting from the Vendor's culpable act or default. For corporate Vendors, the subject compensation may not exceed 10% of the order value.

#### **§ 6. Collection and delivery of the finished product**

1. The orders are processed at the Vendor's registered office.
2. Standard packaging includes folding the materials in cube shaped formats, except for foil prints, which are packed in rolls or winded on the core.
3. Shall the Ordering Party request non-standard packaging, it is necessary to email in the form provided for order placing, a detailed description of the packaging required. The Vendor's employee, by means of electronic communication, will accept the packaging method proposed by the Ordering Party or inform about impossibility to process it.
4. The finished product will be available for collection at the Vendor's registered office. Upon the Ordering Party's request, filed in accordance with the form stipulated for order placements, the product will be shipped to the Ordering Party's registered office or to another address as indicated by the Ordering Party.

5. The products can be insured for the shipment at the Ordering Party's cost, after placing a separate order by the Ordering Party.
6. The risk of the product's loss or damage is transferred to the Ordering Party at the time of handing over the product to the shipper or carrier.
7. The acceptance of the herein terms and conditions is tantamount with the Ordering Party's approval to leave the product under the Vendor's control, in case of delay in dispatching the shipment upon the Ordering Party's request filed in the form provided for order placements, or the delay in the shipment due to the Vendor's fault. Thus it discharges the Vendor's obligation to release the product, and the storage of the product will be executed at the Ordering Party's cost and risk.
8. In terms of product delivery to the Ordering Parties, the Vendor shall not be liable for any delays in delivery of the shipment as well as for any defects and damages of the product caused during the shipment, shall it result from the circumstances for which the fault lies with the carrier.

### **§ 7. Pricing and payments**

1. The prices for processing the orders for Ordering Parties who are consumers comply with the common law provisions, in particular with the Act dated 5 July 2001.
2. For any invoiced not paid due on time, the Vendor will charge the statutory interest.
3. In cases where the previous order remains unpaid or the Ordering Party has not paid the agreed prepayment, the Vendor reserves the right to refrain from or to stop processing the order or to refuse to release the product.
4. The Vendor reserves the title to the product, until the Ordering Party has paid the price in full.

### **§ 8. Complaints**

1. Complaints of Ordering Parties who are consumers will be processed in compliance with the provisions of the Act dated 27 July 2002 on specific terms and conditions of consumer sales and amendments to the Civil Code. The provisions § 8 par. 2-10 apply only to complaints filed by corporate Ordering Parties.
2. The Ordering Party, immediately after receiving the product, is obliged to examine it in terms of quantity and quality and if it was produced in line with the order placed. Any complaints should be filed to the Vendor within the next 3 working days in the form provided for order placements. For complex, multiple orders, this time may be prolonged by the Vendor upon the Ordering Party's request filed in the form provided for order placements. Complaints filed after the above mentioned period will not be processed.
3. The Ordering Party is obliged to provide access to the product disputed, provide photographs to the Vendor's representative for the purpose of preparing the product inspection protocol.
4. Shall the complaint be accepted, the Vendor may decrease the product price or provide a defect-free product.
5. In case the Ordering Party receives damaged shipment, it is obliged, at the time of collecting the shipment, to prepare a Shipping Damage Protocol – signed by the carrier. Failure to prepare the protocol will waive the Ordering Party's right to accept the complaint by the Vendor, as well as the possibility to successfully claim a compensation.
6. Lack of any part of the product delivered does not authorise to file a complaint on the whole delivery.
7. Minor deviations from the colour fan approved by the Vendor may not be the subject of the complaint. The same applies to the comparison of the sample prints with the finished product.
8. Any complaints pertaining to colours will be processed based on the colour fans that were approved in writing by the Ordering Party or its authorised person and accepted by the Vendor for printing.

9. In terms of complaints the Vendor shall be liable up to the amount of the value contracted directly between the Vendor and the Ordering Party. The Vendor does not provide for compensation for the value of the lost benefits.
10. In case of processing orders on the materials provided by or indicated by the Ordering Party, the Vendor shall not be liable for the level of their fitness for printing.

### **§ 9. Final provisions**

1. The Ordering Party represents, that they have read and accept herein terms and conditions and that they commit to observe it.
2. In matters not regulated by these Rules and Regulations, the provisions of the Polish law, being the governing law, shall apply - in particular the Civil Code and the Act on Copyright and Related Rights (the governing law). The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the agreement.
3. All disputes which may arise during the execution of the Agreement or on the basis thereof shall be referred for resolution to a common Court in Poznań, in the territory of the Republic of Poland (the governing jurisdiction agreement).