

## **General Terms of Cooperation**

Hereby declared General Terms of Cooperation, further referred to as GTC, apply to all agreements between Clonex Sp. z o.o. Sp. k. [Ltd.] (further referred to as the Contractor) and any natural or legal person or other organisational unit that is not a legal person (further referred to as the Ordering Party).

### **§1 Order realisation**

1. The order is realised based on completion of the Contractor's order form, either personally or electronically.
  
2. The order form must include all the information necessary for the completion of the task, especially but not limited to:
  - a) name of the order,
  - b) information about the access to the print files (address of the server, login and password, directory and file name), unless delivered within the order form
  - c) substrate
  - d) dimensions
  - e) quantity (in case of multiple layouts names and quantities of particular layouts must be specified)
  - f) colour (PMS, HKS, RAL) proof, cromalin
  - g) technology and resolution of the print
  - h) finishing and packaging requirements
  - i) delivery address

3. The Customer Service (CS) manages and provides information about dates and other details regarding the order.
4. The time period for the completion of the order is initiated by a written confirmation of the order by the Ordering Party and by the supply of correctly prepared files. Should there occur any errors in file preparation or delays in the file transfer, the delivery date will be consequently postponed.
5. The delivery or postal date might be postponed, should there occur any unexpected and adverse circumstances that are beyond the control of the Contractor, especially force majeure, when such circumstances have occurred after the receiving of the order and affected either the Contractor or its suppliers. The Contractor is obliged to immediately inform the Ordering Party about the occurrence of such circumstances as well as of their remission. The Contractor is not liable for any losses being a result of the aforementioned circumstances.
6. The graphical files are to be delivered via:
  - a) mail
  - b) wetransfer
  - c) FTP
6. The Contractor is not responsible for any differences in colour that might occur when printing additional batches which is caused by the nature of the technologies used.
7. The Ordering Party should inform the Contractor in a written form about any changes to the original order. The changes, if possible to implement, will need to be confirmed by the Contractor, also in a written form.
8. Orders from new Ordering Parties will only be realised after an advance payment has been placed and after all appropriate documents have been supplied. In order to postpone the advance payment request needs to be directed to the Contractor's supervisor.

## **§2 File preparation and test prints**

1. The Ordering Party is obligated to follow the technical requirements regarding the files, as outlined by the Contractor. Full specification is available on our website: [www.clonex.pl](http://www.clonex.pl) as well as in the handbook.
2. The files send by the Ordering Party should match the aforementioned specification. Failing to comply with the requirements will result in a charge being issued (according to the rate sheet) for any corrections made to the files.
3. In order to ensure the desired colour and quality of the print and the material, the Ordering Party should provide a proof, cromalin or order a test print with the Contractor. In such cases, the Contractor will begin realising the order after the Ordering Party's approval of the test print.
4. Not ordering a test print by the Ordering Party is univocal with the Ordering Party's acceptance of any colour or quality difference between the fine product and the initial description. Those differences may be a result of the technology of print, the particular printers characteristics, used material or ink and other processing factors.
5. The Ordering Party's approval of the test print is univocal with the acceptance of errors in the file itself as well as potential errors and corruptions that may arise as a result of file processing.
6. The Contractor is not obligated to keep an archive copy of the orders and graphical files.

### **§3 Print technology**

1. Print technologies used are: UV, solvent, sublimation.
2. Because of the wide range of print machines used, the finished products may significantly vary in colour. Digital printing at CMYK colour space on the materials we use is significantly different from eg. offset or serigraphy printing.
3. The appearance and properties of prints of the same file completed using different machines and materials may vary significantly.
4. We print using the original CMYK values used in the source file and with colour white. We do not print using following colours: gold, silver, hexachrome or with shades of metallic or fluorescent.
5. When printing on material provided by the Ordering Party, the Contractor is not responsible for the usability of the prints done, as well as for any defects or damages that might be revealed during the printing process.

### **§4 Financial conditions**

1. All transactions are insured in Eurler Hermes company.
2. The date of payment is univocal with the date when the transferred funds reach the Contractors bank account.
3. On the payments due date the Ordering Party is reminded about the pending payment via email. A formal request for the payment is sent three days after the due date.
4. In case of notorious cases of late payments, the Contractor reserves the right to withdraw the postponing of the payments. Such cases will be considered individually.

5. The Contractor reserves the right to request a pre-payment towards the realised order.
6. Should the Ordering Party fail to pay the amount due for the previous order or the advance payment for the current order, the Contractor reserves the right to withhold or discontinue the realisation of the order or to not deliver the ordered goods.
7. The Contractor reserves the right to charge interest on late payments.
8. The invoices will be sent by email. On the Ordering Party's clear written request invoices can be sent via traditional post.
9. The produced goods remain the property of the Contractor until the invoice for those goods has been paid.

### **§5 Dispatch and shipping**

The terms and conditions of delivery implemented by the Contractor are based upon the EXW Incoterms 2000 clause.

The Contractor organizes the delivery of the goods but the liability for any risk or cost associated with shipment is on the Ordering Party. The Contractor should not be held responsible for any delays in shipment, should those occur as a consequence of any unforeseen circumstances on the carrier's part.

1. The Contractor cannot guarantee the accuracy of the delivery estimates provided by the carrier service.
2. The guarantee of the delivery date can only be given in case of choice of express delivery service. The guarantee is given by the carrier.

3. The maximal length of the roll accepted by the standard carrier service is 2.6 meter. Any prints exceed above length will be folded to fit the requirements. Any specific requirements towards packaging and delivery should be clearly stated in the order form. Oversize goods will be transported with a dedicated vehicle and will be priced individually.
4. For the Contractors neutral delivery service, the address and details of the addressee must be included within the order form. Otherwise, those details might not be considered in shipping.
5. The delivery address must be provided by the Ordering Party in the order form. In a case where the address has not been provided, the Contractor will either withhold the dispatch or deliver the goods to the Ordering Party's headquarters.
6. Failure to deliver an appropriate graphic file or later requests for changes to the order might result in delayed delivery date.
7. Any liability for accidental loss of goods is passed onto the Ordering Party as soon as goods are handed over to the carrier.
8. Shipment using the Ordering Party's carrier of choice is only possible after a prior notification to the Contractor.
9. The Ordering Party is obligated to check the state of the goods in presence of the carriers representative. In case of any damage, the Ordering Party is further obligated to photograph damaged goods and file a written complaint to the carrier in presence of the carriers representative. The positive outcome of the complaint process is reliant on the fulfillment of the aforementioned steps by the Ordering Party.

## **§6 Disclaimer**

1. The Contractor is not responsible for goods, that by the Ordering Party's request, are delivered using national post, train lines, external freight forwarder or couriers etc.

In such cases, the goods are considered to be delivered when they are turned over for shipping. The risk of loss, damage to the goods is solely taken by the Ordering Party.

2. The Contractor is not responsible for the Ordering Party's financial losses toward any third parties involved that came about as a result of delays or difficulties in realisation of the order.

3. When the goods are resold or turned over to another recipient and/or are further modified by cutting, heat welding, sewing etc., the responsibility for any qualitative and quantitative defects are transferred to the Ordering Party. It is in the Ordering Party's interest to check for any defects before any of the aforementioned actions are undertaken.

## **§7 Complaints**

1. The procedure of can lodging complaint is set out as follows:

- a) The complain need to be filed no later than three days after the goods were received.
- b) A basis of a complaint is photographic evidence of the issue, followed by return of the affected goods.
- c) Initial assessment of validity of the claim is performed by the Contractor based on the photographic evidence. Should the pictures be insufficient for the validation, the Contractor may request for the goods to be returned to complete the process.
- d) The Contractor will not cover the Ordering Party's expenses bared for return of the goods.
- e) Positive outcome of the process will result in the order being realised

again and sent to the Ordering Party. Alternatively, other conciliatory solutions may also be considered.

2. Goods that have not been returned are considered free of defects.
3. The complain procedure only applies to the defective part of the order and not the order as a whole.
4. The Contractor will not accept complains regarding prints in CMYK colour space, if the Ordering Party did not require a test print.
5. The Contractor will not accept complains for goods that were damaged as a result of wind, storm or other meteorological factors if the goods were used outside of its intended use or with disregard for the technical specification contained in the GTC.
6. The Contractor will not accept complains for the damage of goods during shipping. According to art. 76 ustawy z dn. 15.11.1984 Prawo Przewozowe (Dz. U. z 2000r NR 50 poz. 601 z póź. zm.), if the Ordering Party did not prepare transport service complaint protocol in the presence of a representative of the carrier, no complaint claims can be considered.
7. Goods that are found to not be compliant with the order or otherwise defective and concerning which a complaint has been filed, should not be used or sold; it shall be returned to the Contractor.

## **§8 Solving conflicts**

1. Any potential conflicts between the parties that could not be resolved in a way of negotiations, will be resolved in court, location of which is corresponding to that of the Contractor's headquarters (Sąd Rejonowy Kraków-Śródmieście).



## **§9 General notes**

1. The goods should be used as intended.
2. Prints are done in one of the following technologies: solvent, UV and sublimation.
3. The Contractor reserves the right to a variance in dimensions of +/-5 %, caused by the nature of the printing process.
4. In case of specific packaging (hard casing, cardboard, large quantities of goods etc.) an additional charge will be added to the invoice.
5. The Ordering Party is obligated to collect the order within three months of its realisation. After that period, the goods will be disposed of.

## **§10 Final provisions**

1. By accepting the GTC the Ordering Party declares acknowledgement of its content and accepts the therein laid out terms and conditions.
2. Accepting of the GTC is a condition necessary for the Contractor's acceptance of the order.
3. It is assumed that the Ordering Party have read and accepted the GTC before placing an order.