

#### GENERAL CONDITIONS FOR COOPERATION

Bearing in mind mutual satisfaction with the cooperation undertaken, a professional group of employees of the ADAMEX Druk Jakub Lewandowski, Marta Lewandowska, Civil partnership performs with the utmost care the work commissioned by the CLIENT. In order to best approximate the principles of cooperation, on the basis of over twenty years of experience, ADAMEX Druk S.C. Printing House, hereinafter referred to as the Printing House, formulates these GENERAL CONDITIONS OF COOPERATION (OWW).

#### I. Placing and accepting orders

1. The order can be placed by the Customer Service Office and by the Sales Representative of the Printing House. The Principal is obliged to send the order by e-mail to the Contractor's address: zamowienie@adamexdruk.pl,

druk@adamexdruk.pl, or place the order personally at the registered office of ADAMEX Druk S.C. Łódź 93-113, 55 Milionowa Street.

- 2. The order should include:
- -data of the Principal (data for issuing a VAT invoice),
- -contact person details (phone, e-mail),
- -the name of the design,
- -the name of the material
- -quantity.

In case of performing the service on the Client's material, a quantitative and qualitative specification is required:

- -raw material composition of the product
- -ensuring that the material is properly prepared for sublimation printing (no dressing, stabilized)
- -and that it is characterised by the homogeneity of the whole party.
  - 2. In response to the CLIENT's order, the Printing House provides the initial price to the CLIENT and date of service, method of delivery and receipt of the product, payment conditions.
  - 3. Before the order is carried out, a trial or pre-production coupon is made on the target material and on this basis the CLIENT confirms the order. The sample accepted by the Client is an attachment to the order.

An additional fee will be charged for the additional workload of the Printing House graphic designer in the preparation of the project.

### II. Schedule of service performance

- 1. The service performance schedule is set out in the order accepted by the Contractor and cannot be changed after the production has started.
- 2. In the case of a delayed delivery of the project by the Client, untimely acceptance of the graphic and colour scheme, untimely delivery of the material, this releases the Printing House from meeting the declared deadline for the execution of the order.
- 3. The Printing House is not responsible for defects in the material, which will be revealed in the production process.
- 4. In case of noticing any defects in the production materials delivered by the client, the Printing House immediately informs the client, who decides on further action of the Printing House. Costs connected with the interrupted production process are borne by the Client.
- 5. If not otherwise specified in the accepted order, the Principal is obliged to deliver and collect the product on time to perform the service together with an invoice at the headquarters of the Printing House.
- 6. In case of using the product delivery and collection from a forwarding company, the

costs, risk of accidental loss or damage are borne by the Client.

7. In the case of inability to perform the service on time due to random events, the Printing House will immediately notify the Client of the postponement of the order.

#### III. Price, payment conditions

- 1. The price for the service and payment conditions are specified in the accepted order.
- 2. In the case of non-standard works going beyond the framework established in the valuation, additional fees may be added.

## IV. Quality standards

- 1. The Printing House provides services of sublimation printing of normal quality (unless the order states otherwise).
- 2. The Printing House reserves that:
- an order realized at different times may have slight colour differences
- the reproduction of some colours from the PANTONE sampler as well as from samples supplied by the client made by another colouring technology may not be possible.
- 3. The Client is obliged to know the characteristics of the material intended for transfer printing, and in particular:
- -raw material composition
- -product finishing quality
- -product quality
- -other important features affecting the quality of the print service.
- 4. In the event that significant deviations of product parameters are found during the performance of the service from the characteristics declared by the Principal, the Contractor will stop the execution of the order with notification to the Principal. In the case of the Client's resignation from continuing the execution of the order, the Contractor is due remuneration for the stage of advancement of the performed service (performed activities). Lack of notice by the Principal as to further execution of the order within 7 days from the notification shall be considered as resignation from the

execution of the order.

- 5. Deviations of the product parameters from the required ones may be the reason of weaker durability and quality of printouts, colour differences, blurring of contours,
- 6. If the products delivered for the execution of the order will deviate from the parameters declared (required) or knowingly consent in writing to the performance of printing services for such production, any qualitative consequences are not subject to complaint.
- 7. Graphic and colour evaluation is only applicable to proof printing and comparable only to under appropriate lighting conditions.

# V. Complaints

- 1. The Client is obliged to immediately verify the quality of the received order products. Any remarks and deviations from the conditions set out in the order should be reported to the Printing House immediately in order to eliminate them.
- 2. The Client is obliged to check the conformity of the quantitative status of the whole order within 3 days from the receipt of the last batch of a given order at the latest, and in the case of discrepancies, the Printing House should be notified.
- 3. Quality complaints should be submitted no later than 10 working days from the date of receiving the final batch of the order (required written form with documentation and the product being complained about).

The Printing House will recognize and assess the subject of the complaint no later than 10 working days (the time may be extended in the case of the need for external expertise, of which the Client will be informed).

- 4. After the deadline referred to in chapter V. points 2 and 3, the Client's warranty and liability claims concerning quality and quantity defects in the service performed expire.
- 5. All reports of production, quality and quantity defects will be immediately responded to by the Printing House, and in case of a justified complaint it will fulfil the obligations of the order without undue delay.
- 6. If the target product consists of several elements, the following elements are subject

to complaint and the Client's claims may be limited to these elements only.

- 7. The products are not subject to complaint:
- damaged, deformed, dirty during transport,
- damaged during further operations (sewing, application, other refining operations)
- if the quality of the entrusted material differs significantly from that declared by the Client.
- 8. The Customer undertakes to check the number of received consignments (parcels) and their condition before signing the receipt of parcels. If any damage or shortages are found, it is necessary to make in the presence of the courier of the damage report, which is the basis for the complaint.
- 9. The Printing House shall not be liable for works not collected within one month of their completion. Failure to collect the works does not release the customer from the obligation to pay for the ordered works.
- 10. The lack or defect of any part of the delivered goods does not entitle to a complaint about the entire delivery.
  - 11.Lodging a complaint does not release the client from paying for the service.

# VI. Copyright and third party rights

- 1. The Principal undertakes to ensure that the products made in accordance with the accepted orders do not violate the copyrights and related rights of third parties, the Principal undertakes to bear full responsibility towards third parties in cases of such violations, as well as to make a statement on the request of the Printing House about not violating the copyrights.
- 2. The Contractor is entitled to refuse to perform the accepted order or to interrupt it, which, according to the Contractor's knowledge, could concern the infringement of copyrights and rights of third parties or the ordered product would violate the law, good manners or offend religious feelings. The Principal undertakes to bear full responsibility for such claims made by third parties.

### VII. Final provisions

- 1. The submission of an order is tantamount to acceptance of the General Terms and Conditions, and any changes require written form for their validity under pain of invalidity, otherwise they are ineffective.
- 2. After the lapse of the effective complaint period for a given order (10 working days), the Contractor shall not be obliged to store any materials involved in the handling of that order (deletion of any electronic files, sample printouts, etc.), unless the order provides otherwise.
- 3. The parties are obliged to keep all information concerning the order confidential.
- 4. Correspondence between the parties may be sent by e-mail.
- 5. Any disputes that may arise during the execution of the order The parties will try to resolve in a conciliatory manner.
  - 6. Disputes not resolved by the parties in a consensual manner will be settled by a common court having jurisdiction over the seat of the Printing House.

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**Principal** 

Contractor