

## **GENERAL TERMS AND CONDITIONS of printio, s.r.o.**

The purpose of these General Terms and Conditions (hereinafter only "GTC") is to regulate and govern contractual rights and obligations between Printio Company, s.r.o., Kragujevská 1, 010 01 Žilina, company identification number 36718114, VAT number SK2022291029, recorded in the Business Register at the District Court in Žilina, section Sro, Sheet No. 18439/L, (hereinafter only "Contractor") and the customer in relation of the execution and delivery of print products, materials, goods or services (hereinafter only "Work").

The Contractor is proceeding and managing the printing production and delivery of the Work to the Customer according these GTC and according to a general contract, contract, order confirmation or binding order (hereinafter only "Contract"). GTC are an integral part of each contract of the contractual relation.

### **I. CONCLUSION OF CONTRACT**

1. The Customer expresses interest in and delivery of the Work by written order, which must contain specification of the Work such as quantity, extent, size, detailed specification of paper including grammage, opacity, whitenesses, etc, type of binding, cover finishing, date and place of delivery and also other important information needed for the execution and delivery of the Work.
2. Submission of an order by the Customer means the full consent of the Customer with these GTC. These GTC shall become an integral part of the contract and contractual relationship between the Contractor and the Customer at the moment when the order is accepted by the Contractor or by the written agreement of Contractor, unless agreed otherwise.
3. Any purchase, delivery and/or business conditions of the Customer are taking into account only in the case where the Contractor accepts them in writing.
4. The obligation relationship between the Customer and the Contractor, the subject of which will be the execution and delivery of the Work by the Contractor, arises upon a written order of confirmation by the Contractor. The Contractor agrees duly to perform at his own expense and risk the Work for the Customer and to hand it over to the Customer by the stated deadline. The Customer agrees to accept the subject of the Work and to pay in the agreed time. If the Customer is liable to pay the advance for the price of the Work to the Contractor, the period for fulfilment of the obligation of the Contractor starts only on the day following the advance payment settlement to the account of the Contractor.
5. For the contractual relationship between the Contractor and the Customer these GTC shall be binding and are applicable upon receipt of a written contract and/or order confirmation.

### **II. PRINT FILES AND PRINT PROCESS**

1. The Customer is obliged to deliver to the Contractor print ready and undamaged files according to the Requirements for Digital Data Processing for offset and digital printing specification (hereinafter only "RFODP") available at [www.printio.sk](http://www.printio.sk) at an agreed place and date. Different types of print documentation must be approved by the Contractor in advance.

2. If the supplied files are not in compliance with the RFODP or are delivered with delay, and due to this it is impossible to continue the Work, the Contractor has the right after delivery of the proper print documentation according to his current production capacities, to determine a new period for the Work to finish, unless the contractual parties agree otherwise. In the case of shifting the delivery time of the Work, the Customer does not have the right to withdraw from the contract.
3. In the case of a change of deadline for the Work completion due to reasons mentioned above, or any other reasons given by the Customer, the Customer is obliged to pay to the Contractor a storage fee conventional at the time of the contract conclusion, taking into account the nature of matter, the length and method of storage.
4. All the costs incurred due to the proceeding of any necessary corrections made by the Contractor and approved by the Customer will be invoiced to the Customer according to actual expended costs.
5. Offset printing is proceeding according to ISO standards no. 12647-2:2006/AMD1. The Print approval process is specified in the RFODP for offset and digital printing at [www.printio.sk](http://www.printio.sk). In the case of the Customer's requirement to check the printing at the print machine in the premises of the Printer, the Customer is entitled to approve the printing in writing. The Work executed in accordance to the approved printing and colour settings shall not be the subject of a complaint later.
6. The Contractor is neither responsible for defects or faults made by the Customer in the supplied print files or in other documentation, nor for reduced quality of the finished product caused by them.
7. The Customer is fully responsible for ensuring that the supplied materials are not suffering from errors in law and that he did not breach the copyright rights or rights of third parties.
8. The Contractor has no obligation to keep the printing templates, print files and/or data carriers, assemblies, printing plates, papers, etc., after completion of the contract, unless the parties have agreed in writing otherwise.

### **III. PRICE FOR THE WORK AND PAYMENT CONDITIONS**

1. The price for the Work is determined in the contract or in the confirmed order in EUR without value added tax (VAT), unless agreed otherwise. The price for the Work will be added with the VAT according to valid legal regulations at the time of invoicing.
2. The agreed price for the Work does not include the insurance, nor the costs for eventual storage, unless agreed otherwise.
3. In the case that the Contractor provides for the transport of the Work to the agreed place, the price for work will be increased by the transport costs.
4. The Contractor reserves the right to condition the order realization with the full or partial financial advance for the price of the Work.
5. Unless agreed otherwise in the contract, the Contractor is entitled to receive payment of the price for the Work after fulfilling his obligation to provide the Work to the Customer.
6. The Contractor has the right to invoice the price for the Work immediately after the Work realization and delivery.
7. The maturity date of the invoice is within 14 days after being issued by the Contractor, unless the contractual parties agree another maturity date.

8. If the Customer is liable to pay the advance for the price of the Work to the Contractor, the period for fulfilment of the obligation of the Contractor starts only on the day following the advance payment settlement to the account of the Contractor.
9. The retention of the settlement of the price for the Work by the Customer (particularly with regard to the claim procedure), unilateral set-off and other methods of unilateral reduction of payments by the Customer are not acceptable. Breach of this obligation is considered to be an essential violation of Customer's obligation.
10. The price for the Work is determined by the costs at the time of the offer, if during the work realization the costs resulting from price changes of raw materials will be increased (especially paper, colour, cardboard, stamp foils, etc.) and/or energies serving for the creation of the Work, or costs for transport of the Work to the place of delivery and other conditions against those at the time of work conclusion, the Contractor has the right to adjust the price for the Work accordingly unilaterally, without the consent of the Customer. The similar applies in the case of increasing the rate of inflation. The Customer does not have the right to withdraw from the contract in these cases and is liable to pay the price for the Work appropriately adjusted by the Contractor.

#### **IV. EXECUTION AND DELIVERY OF THE WORK**

1. The Work is deemed to be executed properly when it is delivered to the Customer with the usual quality specified by the processing technology, materials used and quality of the manufacturing documents. Reduced quality of the manufacturing documents can significantly influence the Work quality. This fact is not deemed as a defect of proper Work execution.
2. With respect to the Work execution on the machine, the impression of actual delivered Work can differ from quality agreed in the contract. The difference between the ordered and delivered quality of Work may be up to  $\pm 5\%$  of the quality specified in the order, unless from the contract or previous praxis between contractual parties or business customs stipulate otherwise.
3. The place of the Work delivery is the premises of Contractor, unless the contract specifies otherwise.
4. If another place of work delivery is agreed in the contract other than the premises of the Contractor, the Customer shall present to the Contractor the transport instructions indicating the exact address, telephone number, contact person, the range of each supply and identification of carrier, no later than 5 days prior to an agreed date of work acceptance, unless transport instructions are already specified in the contract.
5. If the Contractor ensures the transport of the Work to the place determined by the Customer, he is obliged to unload the work to the maximum distance of 5 m from the vehicle. When delivering the Work to the place outside the premises of the Contractor, the Customer is obliged to provide to the Contractor and Carrier the appropriate collaboration to perform the unloading. In the case where the appropriate collaboration to perform the unloading was not provided, the Contractor has the right to charge the costs to the Customer, which incurred by him in providing for the unloading in the place determined by the Customer.
6. The risk for damage of things passes to the Customer when the executed Work is delivered to the Customer.
7. The Contractor reserves the proprietary right for delivered work and the matters made by make-over or processing up to the fulfilment of all claims of the Contractor belonging to him at present or in future. After issue of the invoice up to its payment, the provision of ownership applies to ensure the Contractor's claims.

## **V. RESPONSIBILITY FOR DEFECTS AND CLAIM CONDITIONS**

1. The Contractor is responsible for ensuring that the Work shall be made in accordance with the agreed terms, in terms of applicable technical standards for machine processing of printing products and generally binding legal regulations of the Slovak Republic. The Contractor shall be responsible for defects of the Work at the time of its delivery to the Customer in accordance with standard STN ISO 2859-1:1999.
2. A complaint is submitted by a complaint letter. The complaint form must contain the Customer's identification at least by trade name, registered office and identification number, name of the claimed product, relevant delivery note number, relevant invoice number, claimed quantity, total price of the goods and the claimed part, date of receipt, detailed description of each error and proposal to handle complaints. Upon the request of the Contractor, the Customer is obliged to physically submit at the Contractor's office address a reasonable sample of the claimed product (usually 0.05% of the cost of the contract). The Customer is obliged to provide delivery notes, pallet labels and other proof of evidence to the complaint form, which will enable verification of the justification of the complaint. If the complaint letter failed to contain all supplements as mentioned above, the Contractor will be entitled to return it and ask the Customer for completion.
3. The complaint is considered to be justified only in the case where the random control inspection is being made with the presence of the representative of the Contractor and in the case that more than 5% of the delivered quantity is showing the same failure or defect.
4. The customer is obliged to complain about any obvious defect of the goods immediately upon receipt of the goods, either himself or through his authorized representative, exclusively in the form of a duly issued complaint letter submitted to the Contractor. The Contractor shall carry out the complaint procedure, including the handling of the complaint, usually within 30 working days of the receipt of the complaint letter. Complaints of obvious defects found by the Customer when taking over the goods, or which he did not find due to the neglect of the customer's obligation to perform proper and immediate inspection of the goods upon its receipt, will be considered unjustified based on the agreement of the Customer with the Contractor, if they are not apparently applied by the Customer to the Contractor in the agreed form no later than on a day of delivery of the claimed goods to the Customer.
5. If the Customer identifies hidden defects after the acceptance of the Work, he has to inform the Contractor without undue delay providing a complaint letter not later than on the 15th day after the acceptance of the Work, otherwise the right for claim expires. The Contractor shall carry out the complaint procedure within 30 working days upon the receipt of the complaint letter.
6. The Contractor is obliged without any undue delay upon the acceptance of the complaint to issue a credit note or to perform repairs to or replacement of the defective goods (e.g. deliver the missing amount).
7. Any issue of a credit note is conditioned by the fact that the Customer duly and timely fulfils all payment obligations to the Contractor. If the credit note is not issued, the Contractor is entitled to choose other legal ways of handling the complaint. The retention of the settlement of the price for the Work by the Customer (particularly with regard to the claim procedure), unilateral set-off and other methods of unilateral reduction of payments by the Customer are not acceptable and breach of this obligation is considered to be an essential violation of the Customer's obligation.
8. The Contractor is not liable for any faults which he has notified the Customer in advance about nor the faults that a discount from the price of the Work has been agreed or provided for.
9. All provided papers used for the Work might have  $\pm 5\%$  tolerance in ordered weight.

10. In no case shall the Contractor be liable for the damages or defects of the Work caused by insufficient storage of the goods by the Customer (a breach of the principles of storage standards or by negligence of proper goods management) or as a result of mishandling by the Customer and/or third party.
11. The Contractor, in relation to Article I. point 4 of these GTC, is not responsible for defects of the Work caused by the use of the information and documentation provided by the Customer or that the Contractor was not able to identify its inappropriateness or the Customer insisted on using them even upon the notification of the Contractor.

## **VI. VIS MAJOR**

1. The liability of the contractual parties for partial or complete failure of contractual obligations is excluded, if they were caused by circumstances excluding liability under valid applicable law (especially so called Vis Major).
2. As the Vis Major is considered in particular: war, threat of war, other armed conflict or its threat, riot, sabotage, fire, terrorist attack or its threat, storm, flood, earthquake, natural or other disaster, explosion, government regulation or restriction of the European Union, shutdown not caused by the Contractor, complete or partial destruction of plant or production line of the Contractor or its suppliers, supplies of subcontractors, changing of customs and tax laws, import and export quotas, export or import ban, strike, failure in transport, traffic accident, dropout of gas, electricity or other energy, as well as any other reasons that the Contractor could not foresee nor prevent, which made it impossible to meet the obligation.

## **VII. INDEMNIFICATION, CONVENTIONAL FINES AND SANCTIONS**

1. If the Customer refuses or otherwise hinders the Contractor to fulfil his obligation, the Customer shall indemnify the Contractor for the incurred damage and loss of profit in full.
2. The Contractor is not liable to indemnify if it proves that the breach of obligation resulting from contractual relation was caused by circumstances excluding the liability pursuant to the Law No. 513/1991 Commercial Code in wording of later regulations.
3. If damage occurs that originates from the performance of the transport on the Work, the Contractor is liable for it at the maximum amount specified in CMR but always to the maximum extent that is enforceable by the Contractor against the carrier or other similar entity.
4. In the case that the Customer is in delay with payment of the advance or the total price of the Work based on the due invoice, the Customer is liable to pay to the Contractor the interest due on arrears up to 0.1% of the outstanding amount for each day of delay. The conventional fine does not affect the invoiced amount for the Work.
5. The Contractor shall not be liable for any loss, delay or damage incurred as a result of the Customer's failed performance according these GTC or such that the Customer's failed performance caused an inability to meet Contractors obligations.
6. The Contractor, upon confirmed order, shall purchase the material (mainly paper) needed for execution of the order, in the quantity and parameters resulting from technical specification presented by the Customer. In the case that after the material has been purchased, the Customer changes the technical specification, the scope of originally agreed performance, withdraws from the contract or the Contractor is not able to meet his obligations to perform the execution of the Work

due to a breach of these GTC by the Customer, the Customer is liable to pay 100% of the agreed price of the Work including VAT (if applicable) to the Contractor.

7. The Customer undertakes to reimburse in full all costs for each individual case of delay in paying outstanding amounts by the due date that is incurred in connection with judicial or other way of debt collection including costs incurred with legal representation of the company in Court. The Customer is liable to pay all these costs not later than 10 days upon the receipt of a written request for remittance.
8. Any contractual sanction (penalty fine, interest on arrears, financial compensation, etc) and/or indemnity (or its part) according provisions of the Contract or these GTC, unless parties agreed otherwise, is payable in full no later than 15 days upon the receipt of a written request of the obligated party.

#### **VIII. GOVERNING LAW, JURISDICTION OF A COURT, PARTIAL INVALIDITY AND INEFFICIENCY OF GTC**

1. The contract and implicit contractual relation is managed by Slovak law and order, unless agreed otherwise.
2. All disputes arising from this contract will be finally decided by the competent Court of the Slovak Republic in accordance with the relevant laws and orders, unless agreed otherwise.
3. In the case that some of the provisions of these GTC is invalid or inefficient, the invalidity or inefficiency of the provision will not cause the invalidity or inefficiency of other GTC provisions, nor the contract itself. This applies also in the case that it is found that any provision of these GTC is non-executable. The eventual objections must be the subject of a separate stipulation following approval in writing.
4. Relations not governed by these GTC or the contract are managed by valid laws and orders of the Slovak Republic and the Commercial Code No. 513/1991 coll. in the wording of later regulations.

#### **IX. CONFIDENTIALITY, DATA PROTECTION**

The Customer undertakes not to provide or otherwise make available to a third party any information about matters of commercial, technical or production character relating to the subject matter of the contract, under the sanction of objective liability for damage or other injury, or for unfair conduct. A third person, rightfully engaged in the performance of the contract, will be disclosed the trade secret or the confidential information of the Contractor within the scope inevitable to fulfil its obligation to perform the contract.

#### **X. SPECIAL ARRANGEMENTS**

In the case that the transport of the Work to another member state of the European Union will be done by the Customer, or ensures the transport through another person, the Customer is liable to present to the Contractor the shipping document or other evidence on shipping, which contains the place of destination or written declaration of the Customer, saying that the Work was transported to another member state of the European Union.

If the Customer fails to fulfil the obligation mentioned in Article XIII. 1. of this GTC, it undertakes to reimburse the Contractor for damage incurred to him through delivery of the Work (in terms of provision § 43 paragraph 8 of the Law No. 222/2004 Coll. on value added tax in wording of later regulations).

## **XI. COMMON AND FINAL PROVISIONS**

1. Without prior written consent, the Customer is not entitled to cede the justified claim of the contract and its demands against the Contractor to the third persons, to deposit or to use them in any other way as the subject of a legal act. Simultaneously, the Customer is not entitled to set off the demands against the Contractor with its obligations. Breach of this obligation is considered to be an essential violation of the Customer's obligation.
2. Periodic printing orders, for which there is no notice period agreed nor a certain deadline, may be terminated in writing and only with observing the three-month period at the end of each calendar quarter.
3. For the service of documents between the contractual parties relating to a contract applies, that the document shall be deemed delivered:
  - a) on the day of its effective service to the other contractual party
  - b) on the day of vain expiry of the period for take-over the mail at the post office, even in the case that the addressee was not informed of the deposit thereof, or by its own acting prevented from successful delivery of the document.
4. Written communication is understood to be communication through the post office, email or fax. Unless the nature of the matter excludes it, the contractual parties may choose to fulfil the duty of dispatch, notification, delivery of statement by using the means of electronic communication.
5. The Customer was acquainted with the GTC before concluding the contract, or before ordering the Work. To be acquainted with the GTC is deemed also to be their delivery to the Customer by electronic means, their publication in a place accessible by the Customer when ordering or accepting the Work, their publication on the web page of the Contractor ([www.printio.sk](http://www.printio.sk)). By the conclusion of the contract, or accepting the Work, the Customer fully agrees with the text of the currently applicable GTC.
6. These GTC are valid and efficient from 01.01.2019.