

GENERAL TERMS OF COOPERATION

These GENERAL TERMS OF COOPERATION (GTC) apply to any and all agreements entered into by JOPPOL spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, ul. Jeleniogórska 20A, 60-179 Poznań, entered into the business register of the National Court Register at the District Court in Poznań – Nowe Miasto and Wilda in Poznań - 8th Commercial Division of the National Court Register under entry no. KRS 0000531192, NIP (Tax Identification Number) 7792426088, REGON (Statistical Identification Number) 360120509, and business partners who, under their business operations, order services or products provided by JOPPOL sp. z o.o.

To assure uniform provisions of agreements pertaining to the purchase of available products by the Buyer, the Management Board of JOPPOL spółka z ograniczoną odpowiedzialnością with its registered office in Poznań has approved these terms which form an integral part of said agreements.

§ 1. DEFINITIONS

- 1. Contractor** - JOPPOL spółką z ograniczoną odpowiedzialnością with its registered office in Poznań, ul. Jeleniogórska 20A, 60-179 Poznań, entered into the business register of the National Court Register at the District Court in Poznań – Nowe Miasto and Wilda in Poznań - 8th Commercial Division of the National Court Register under entry no. KRS 0000531192, NIP (Tax Identification Number) 7792426088, REGON (Statistical Identification Number) 360120509, hereinafter referred to as JOPPOL sp. z o.o.
- 2. Ordering Party** – any entrepreneur who orders services or goods provided by JOPPOL for his/her business operation.
- 3. Products** – movables manufactured, delivered or sold by the Contractor under the Agreement binding the Parties.
- 4. Parties** – the Ordering Party and the Contractor bound by the Agreement.
- 5. Agreement** – agreement for sale, delivery or manufacture of Products, with schedules, concluded by and between the Parties upon order confirmation by the Contractor.
- 6. Order** – a statement made by the Ordering Party and submitted to the Contractor using a form received from the Contractor or in writing, by e-mail or fax, determining the range of ordered Products, their specification and expected delivery date and method.
- 7. Order Confirmation**- a statement of the Contractor submitted in writing or by e-mail and confirming that the Order has been accepted by the Contractor.
- 8. Order Delivery Date Confirmation**- a statement of the Contractor submitted in writing or by e-mail and confirming the delivery date of the Order.

§ 2. GENERAL PROVISIONS

1. These Terms shall form an integral part of any and all Agreement and shall also apply to any future business relations between the Contractor and the Ordering Party unless they are explicitly specified on a case by case basis.
2. Any and all deviation from these Terms may result only from Agreements concluded by and between the Parties under pain of nullity or from mandatory provisions of the law.

§ 3. SUBJECT OF THE AGREEMENT

Pursuant to this Agreement, the Contractor shall transfer onto the Ordering Party any ownership right and to hand over the ordered Products, and the Ordering Party shall collect the Products and pay the agreed price to the Contractor.

§ 4. QUALITY ARRANGEMENTS

1. The Ordering Party shall specify in detail the individual features of Products in the Order.
2. Should the Ordering Party fail to specify Product quality requirements, the Products will be manufactured in line with the printing quality standard and the current technological capacity of the Contractor.
3. Materials approval procedure:

NEW DESIGN:		
1.	Substance and layout	If a printing job is ordered, the Ordering Party shall send graphics files in format specified on www.joppol.pl website, "Files" tab, allowing the preparation of materials for printing. The materials ready for printing are e-mailed by the Ordering Party's Consultant to the Ordering Party for approval (PREV document). The Ordering Party approves the substance and graphics of the PREV document.
2.	Colours	The colour template for CMYK colours shall be Proof and colour bar for pantone colours. Depending on the colour use, the appropriate colour template is selected and submitted to the Ordering Party for approval. When printing on metallised surface in UV technology, the colour template is for demonstrative purposes. The first print sheet must be approved by the customer or an authorised representative. The approved print sheet shall be the colour template for further jobs on the same products.
3.	Structure	The structural template is made of the material to be used in the final job. The structural model must be approved by the Ordering Party.

NO CHANGES FOR A RESUMED DESIGN

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Orders regarding the design which has not been changed since the last print do not require approval. The materials approved during the previous job will be used.

The approved materials and additional arrangements faxed, e-mailed or submitted in writing are annexed to the printing technology.

§ 5. ORDER AND DELIVERY DATE CONFIRMATION

1. Upon placing the order, the Ordering Party shall receive Order Confirmation from the Contractor. Should the Contractor not confirm the Order within five business days following the reception, the Order is refused.
2. After final quality and technical arrangements, the Ordering Party shall receive Order Delivery Date Confirmation specifying the expected delivery date.

§ 6. AGREEMENT EXECUTION PERIOD

1. The Agreement execution period is given in business days and is based on the Order Delivery Date Confirmation.
2. Any and all changes made after the confirmation of delivery date, regarding the technology, colours, materials or number of copies required by the Ordering Party shall result in updating the Agreement execution period.
3. If the job is performed on the Ordering Party's material, the Consultant shall inform the Ordering Party of the planned launch of works. The material should be delivered to the Contractor at least 24 hours before the planned works are started. The material should be delivered in a specified excess. In technically reasonable cases, the Contractor may request the Ordering Party to increase the agreed material excess during the works or to change the terms of the Order.
4. If the material delivered by the Ordering Party is defective, the costs related to interrupted printing and liability for the delay shall be borne by the Ordering Party.

§ 7. IMPLIED WARRANTY

1. If the delivered Products do not meet the requirements specified in the Agreement, the Ordering Party shall be eligible to claims under implied warranty.
2. The Ordering Party shall inspect the Products within 2 business days following their delivery (collection) and shall notify the Contractor of any identified quality or quantity defect of the Product within 5 business days following the identification by filling in and sending the complaint form.

3. Failure of the Ordering Party to meet the deadlines specified above shall make the rights under implied warranty null and void.
4. The complaint should include the description of the object (name of product), quantity of Products, goods dispatched note number and description of defect.
5. A sample of the defective Product and a photograph of the bulk label must be appended to the complaint.
6. The Ordering Party shall secure the Products until the complaint process is resolved.
7. The Contractor shall respond to the complaint within 5 business days following its delivery.
8. Correction Order may only be launched upon the return of the faulty Products.
9. Minor colour discrepancies between the final printouts and proofs and between printouts made in different technology are not subject to complaint.
10. Upon the request of the Contractor, the Ordering Party shall grant access to the faulty Products for inspection.
11. The Ordering Party may lodge any claims under implied warranty for the period of 3 months following the date of conclusion of the Agreement.
12. The Parties agree to the following quantity defects in without the Contractor having to replenish: 2% for 5,000 copies, 1 % for 5,001 - 50,000 copies and 0.5% for more than 50,000 copies.
13. The terms of liability specified herein shall modify the liability under implied warranty under article 558 et seq. of the Civil Code, without excluding such liability.

§ 8. TERMS OF PAYMENT

1. Any and all payments shall be made by the Ordering Party based on the VAT invoices made out by the Contractor.
2. Payments shall be made to the bank account specified by the Contractor.
3. Payment shall be deemed made on the day of crediting the Contractor's account.
4. The Contractor may refuse the Order or suspend it if the Ordering Party has any outstanding payments due to the Contractor.

§ 9. WARRANTY TERMS

1. JOPPOL Products are covered with a warranty of 6 months following the date of handing over the Products to the Ordering Party. In any disputes, the date specified in the goods dispatched note issued by JOPPOL shall be conclusive.
2. The Contractor shall not be liable for any damage resulting from improper use or storage of the Products.
3. The Warranty covers Products stored in the following conditions:

- Humidity 50-60 %
- Temperature 19-25°C

§ 10. CONFIDENTIAL INFORMATION

1. Over the entire period of the Agreement and after its termination, the Parties shall protect the terms and conditions of the Agreement and keep them confidential. Moreover, subject to mandatory provisions of law, the Parties shall protect and keep confidential, in particular not publish, share with third parties or in any other manner disclose the information they obtained during the execution of the Agreement and the disclosure or sharing of which could expose the other Party to any damage. This shall in particular apply to trade secret, including know-how, manufacturing process, price lists, customers, business strategies, internal organisation, personnel, suppliers etc. ("Confidential Information"). Moreover, the Parties shall not use the Confidential Information, directly or indirectly, for their own benefit or for the benefit of third parties in any manner.
2. The obligations specified herein shall not apply to:
 - a. publicly available information unless this information became publicly available through breaching an obligation specified herein by the Party;
 - b. disclosure of information that a Party must provide under mandatory provisions of the law, court or administrative decisions (however, such Party shall immediately inform other Parties of having been notified of such obligation and shall agree on the contents of the disclosed information, unless it is in breach of the law);
 - c. disclosure of information upon prior consent of the other Party expressed in writing.

§ 11. FINAL PROVISIONS

1. Any and all matter not regulated herein or in the Agreement containing the Detailed Terms of Cooperation shall be governed by the relevant provisions of the Polish law, including the Civil Code.
2. The Contractor shall not be liable for the imprints on Products. The Ordering Party shall exclude the Contractor's liability for the above to third parties.
3. These Terms and the Agreement shall be binding for both Parties, their legal successors and assigns. Neither Party may transfer any rights or obligations arising out of the Agreement or any of its part without prior consent of the other Party expressed in writing.
4. Any and all disputed arising hereunder and out of the Agreement, as well as any and all disputes and doubts regarding the validity or interpretation hereof or the Agreement shall be resolved by the common court of competent jurisdiction for the Contractor.
5. Any and all amendments of the Agreement shall be made in writing; otherwise they are

null and void. Any statements of the Parties pertaining to the expiry, including withdrawal from and termination of the GTC or the Agreement, and other statements related to liability under the GTC or the Agreement shall be made in writing unless the GTC provisions below state otherwise.

6. Should any part hereof or the Agreement be deemed invalid or in any other way legally defective, the remainder of the GTC or the Agreement shall be binding. In the case of provisions deemed invalid or unenforceable, the Parties shall start negotiations in good faith to replace such provisions, if possible, with alternative provisions that will be valid and enforceable and will reflect the original intentions of the Parties.
7. In the event of any discrepancies between the provisions of the Agreement and GTC, the provisions of the Agreement shall prevail.
8. If the Agreement is made in a number of language versions, the Agreement shall be construed in line with the Polish version.

The Management Board of JOPPOL Spółka z ograniczoną odpowiedzialnością