

## GLOSSARY

**Contractor** - Kreativia sp. o.o. sp. kom.

**Employer** - an entrepreneur within the meaning of 43<sup>1</sup> of the Civil Code i.e. natural persons conducting business activity, legal persons and organizational units without legal personality.

**Order** - an individually specified order placed by the Employer

**Product** - a printout or printout combined with other products or another product not including the printout, produced or sold in connection with the accepted Order.

### § 1. General Provisions

1. The provisions of these Regulations define the rules of acceptance and fulfilment of orders, receipt of product or its dispatch, payment, complaints and copyrights, which apply to all Employers.
2. If a separate contract is concluded between the Contractor and the Employer, the provisions of these Regulations are applicable within the scope not covered by the contract.
3. Detailed technical conditions that must be met by files with printouts transferred to the Contractor by the Employer for the purpose of order fulfilment are set out in Attachment No. 1 "Technical specification for the preparation of digital materials for printing".
4. Detailed terms and conditions of complaints regarding shipments are set out in Attachment No. 2 "Shipment complaints - guidelines for customers".
5. Order acceptance hours and lead times are set out in Attachment No. 3 "Lead times and order acceptance rules"
6. The acceptable tolerance of product properties is set out in Attachment No. 4 "Table of assessment of print quality and shifts". Attachment No. 4 cannot constitute the basis for a complaint.
7. Rules for the processing of personal data are set out in Attachment No. 5.
8. Attachment No. 1, 2, 3, 4 and 5 may be updated on the first day of each month. Their latest versions are available at [www.kreativia.pl](http://www.kreativia.pl) in the "Regulations and specifications" tab. The Regulations are continuously published on the [www.kreativia.pl](http://www.kreativia.pl) website, in such a way that the Employer is in a position to save the content of the Regulations before the conclusion of the Contract, in order to retain it and reproduce it in the ordinary course of business. If the Employer reports his inability to save, retain or reproduce the content of the Regulations, this will be made available by the Contractor by an e-mail at any Employer's request.
9. Issues and information related to the processing of personal data are included in the Privacy Policy posted at [www.kreativia.pl](http://www.kreativia.pl).
10. Names of attachments and their number is subject to change.

## **§ 2. Order acceptance**

1. Orders are accepted by the Contractor in an electronic form. Placing the first Order is tantamount to the acceptance of the Regulations. In the event of placing the second or subsequent Order, it is assumed that the acceptance of the Regulations with the first Order is effective for the second and subsequent Orders.
2. The Employer is obliged to send the order by an e-mail to the email address of the Contractor's employee responsible for contact with the Employer.
3. An e-mail message indicated in § 2, para. 2 must be sent by a person authorized to represent the Employer and must contain all data necessary to fulfil the order, in particular:
  - a) Employer's company registration data: NIP, REGON, KRS, relevant for the country of Employer's registered office or where the Employer conducts his business (all aforementioned data is required with the first order and in the case of change to Employer's data). At the same time, the Employer declares that all data provided is true and correct and the person is authorized to represent the Employer and that the Employer remains aware of consequences of providing false information in this respect,
  - b) accurate designation of the following order parameters: name of the file to be printed, material to be used for printing or to be delivered by the Employer, format, finish, number of products,
  - c) printouts packaging (optional)
  - d) lead time and shipment or personal collection proposed by the Employer,
  - e) if the Employer opts out to ship the finished products, shipment details.
4. The Contractor reserves that the terms and conditions of courier service, forwarding agent, carrier or postal operator indicated by the Employer apply to the shipment of printouts.
5. If not all necessary data is provided, the Contractor will proceed to the fulfilment of order only after the missing information has been completed by the Employer, within deadline set by the Contractor. The Employer assumes liability if the information provided in the course of placing the Order or its fulfilment is incomplete, no longer in effect or untrue.
6. In the event of any changes made by the Employer, after order confirmation sent by the Employer's customer service consultant, it is possible to postpone the originally assumed lead time.
7. The Contractor reserves the right to refuse to fulfil the order if the Employer fails to specify all the data indicated in § 2 para. 3 of these Regulations.
8. Prior to order fulfilment, the Contractor shall have the right, in his sole discretion, to demand prepayment or adequate security deposit.

9. The Contractor confirms to the Employer the acceptance of order in an electronic form and specifies all essential terms and conditions of the order, in particular: price, lead time, dispatch of printouts or personal collection, method of packing and possibly the method of delivery,
10. The Contractor reserves the right to reject the order in the case of insufficient production capacity.
11. From the moment of order acceptance by the Contractor, the Employer may not withdraw from it. The Contractor may agree to withdrawal from the order only if the Employer reimburses all costs incurred by the Contractor in connection with its fulfilment.

### **§ 3. Order fulfilment**

1. Lead time of the order commences from the moment of order acceptance by the Contractor. Lead time of the order is counted up to the day of releasing the order for shipment or notification sent to the Employer that the Product is ready for personal collection.
2. Files to be printed, necessary for the fulfilment of order should be prepared in accordance with the "Specification of preparation of graphic files for printing" constituting Attachment No. 1 to these Regulations and sent to the FTP server, or otherwise provided to the Contractor by individually determined manner.
3. The Contractor fulfils the order on the basis of files provided by the Employer. Therefore, the Employer bears full liability for legal and physical defects of files delivered for printing and preparation of files in the most appropriate manner, i.e. pursuant to the provisions of Attachment No. 1 "Specification of preparation of graphic files for printing". The Contractor reserves the right to reject the order if the Employer delivers files or materials containing illegal content, in particular offensive content or content generally considered as inappropriate.
4. In the case of printing with the use of customer-provided materials, the Contractor shall not be liable for the degree of their suitability, as well as for any defects, or damage that may be revealed during the production and errors in the printing itself. It is also required to deliver customer-provided material in a quantity of at least 20% more than it results from the formats and volume of order.
5. While fulfilling the order with the use of customer-provided material, it is necessary to take into account the appropriate stock of material. Volume of stock will depend on the type of order and material to be used and shall be determined each time by the Contractor after the order has been placed by the Employer, taking into account the minimum quantity indicated in para. 3 above, unless specifically agreed otherwise.
6. If the Employer provides the files or materials necessary to fulfil the order later than on the date of placing the order, the Employer is obliged to inform the Contractor about this fact. At the same time, failure to deliver the files or materials within deadline set by

the Contractor shall result in a postponement of the lead time and the need to set it again by the Contractor's employee.

7. Materials used for the fulfilment of order may be returned only at the request of the Employer submitted at the time of placing an order or submitted pursuant to provisions for placing orders, within 7 days of sending them to the Contractor, unless the Contractor informs the Employer that he is not in a position to return the materials provided due to the occurrence of circumstances for which the Contractor is not liable. Files processed for printing are retained for one month, and the Contractor is not obliged to inform the Employer about their destruction. After the order has been fulfilled, the Contractor shall not be liable for materials not collected by the Employer within 7 days from the date of order fulfilment.
8. The Employer, in the manner provided for placing orders, may instruct the Contractor to fulfil a trial order. The Contractor fulfils a trial order at the Employer's cost. In the event of completion of trial order, the Employer, before the Contractor starts to fulfil the order, is obliged to accept the trial order in question, in the manner provided for placing orders.
9. If, after the acceptance of trial order by the Employer, the Employer, in the manner provided for placing orders, informs the Contractor about the need to introduce changes to the trial order accepted earlier by the Employer, the Contractor shall charge the Employer with any costs of introducing such changes.
10. The Contractor shall not be liable for any deviations from the colours requested by the Employer, if he has received from the Employer or an authorized person, an approved trial order. Differences between the delivered Product and images sent resulting from individual settings of computer or other device used by the Employer (e.g. colour, proportions, etc.) cannot be the basis for the Product complaint.
11. The Contractor shall not be liable for deviations from the colours requested by the Employer resulting from different batches of the printed substrate, ink or pre-set colour profiles.
12. When submitting a repeated order for printing of the same work, it is required to provide the colour pattern again - in the case of non-delivery, § 3 par. 10 and 11 shall apply.
13. In the case of failure to provide the colour pattern before printing, the provisions of § 3 para. 10 and 11 of these Regulations shall apply.

#### **§ 4. Copyright**

1. The acceptance of the Regulations in question is tantamount to making a statement by the Employer on holding ownership right to all materials and files provided, in particular intellectual property rights and copyrights.
2. In case of violation of third party copyrights in the course of order fulfilment, the Employer shall be fully liable for this. The Employer indemnifies and holds the Contractor harmless from all claims of third parties due to such violation of rights. In

addition, the Employer declares that he undertakes to reimburse the Contractor any costs incurred by the Contractor in case of violation of the above-mentioned third party rights.

3. Designs developed by the Contractor, for the benefit of the Employer, are owned by the Contractor and may not be shared with third parties without his consent. Those designs are protected by copyright.

### **§ 5. Lead time**

1. Lead time is set by the Contractor's employee, on the basis of Lead times as per category from Attachment No. 3 "Lead times and order acceptance rules" and Contractor's technical capabilities.
2. Lead time starts from the moment of order confirmation made by an employee of the Employer.
3. Lead time set by the Contractor does not include the time of delivery of consignment by the forwarder, courier service, carrier or postal operator, selected pursuant to the provisions of § 2 of these Regulations.
4. The Contractor shall not be liable for delays in fulfilment of orders resulting from the force majeure circumstances. In the event of such obstacles, the Contractor is obliged to inform the Employer about this fact, without undue delay.
5. The Employer is entitled to withdraw from the contract in the event of a delay in order fulfilment resulting from the force majeure circumstances. If the Employer withdraws from the order fulfilment, referred to in previous sentence, the Employer shall not be entitled to claim damages.
6. The Employer may apply for compensation for delay caused by the culpable act or omission of the Contractor. In the case of Employers who are entrepreneurs, the compensation in question may not exceed 10% of the value of order being processed.

### **§ 6. Order collection and dispatch**

1. The place of order fulfilment is the Contractor's enterprise in the township of Poznań.
2. As a standard, roll materials prepared for shipment are folded into cubes. The exception are printouts on foil, for which the packing standard consists in rolling into a roll, or winding on a paper core and flat materials packed into a cardboard box, secured with angles. Materials for personal collection are packed in stretch foil, as a standard.
3. If a non-standard packing is ordered by the Employer, it is necessary to send a detailed description of packing in the manner provided for placing orders. The Contractor's employee, in an electronic form, accepts the packing method presented by the Employer or notifies that this packing method is not feasible. Individual packaging method deviating from standards, but still feasible will be extra paid.
4. The product, after the order has been fulfilled, is ready for personal collection in the Contractor's logistics department located in Sady, at ul. Rolna 3 on working days from 2:00 p.m. till 5:00 p.m. To collect the materials it is necessary to present the number of the order - without this number, the logistician is not able to release the goods.

5. At the Employer's request, submitted in the manner provided for placing orders, the product will be shipped to the Employer's facility or another place indicated by the Employer.
6. The product may be insured for transport at the expense of the Employer, after placing a separate order by the Employer.
7. The risk of accidental product loss or damage passes to the Employer upon the release of product to a forwarder or carrier.
8. The acceptance of these Regulations is tantamount to giving consent of the Employer to leave the product in the possession of the Contractor, in the case of delayed product dispatch at the Employer's request submitted in the manner provided for placing orders or delay of product dispatch attributable to the Employer. Thus, this constitutes the entire obligation of the Contractor to release the product, and the order is stored at the expense and risk of the Employer.
9. If the product is delivered to the Employer, the Contractor shall not be liable for failure to meet the deadline for delivery of consignment and faulty goods, damage caused during transport, if it is an effect of circumstances attributable to a carrier.

## **§ 7. Payments and prices**

1. The acceptance of order to be fulfilled, may require an advance payment to be effected by the Employer or payment of the entire price.
2. The Employer is obliged to pay the price (including advances) according to the Contractor.
3. All advances relating to the Contractor are non-refundable.
4. The Contractor shall issue an invoice in accordance with the Order and send it to the Employer in an electronic form.
5. The price shall not include costs related to dispatch and transport of the Product. The cost of transport as an additional service constitutes an additional item indicated in the Order.
6. Prices for the fulfilment of order are set case by case on the basis of the current price list.
7. If an invoice is not paid in due time, the Contractor shall charge statutory interest or default interest pursuant to the Act on payment terms in commercial transactions.
8. Notwithstanding the foregoing, in case of a delayed payment by the Employer, the Contractor may claim the payment by sending a request for payment. The cost of sending a request for payment is PLN 160 net to the Employer in Poland or EUR 40 to the Employer outside Poland, whereby the Contractor is entitled to charge the Employer with this cost.
9. If the Employer is in arrears with payment of the previous order or with payment of the agreed advance, or if the Employer has exceeded his individual credit, the Contractor reserves the right to suspend or stop the fulfilment of the order or release the product.
10. The Contractor reserves the ownership right of the order until the Employer has paid the entire price.

11.The Employer accepts the Contractor's invoices issued in an electronic form.

### **§ 8. Complaints**

1. Employer's complaints shall be handled without delay, not later than within 14 days from the date of effective receipt of complaint notification and confirmation of its receipt.
2. Immediately after receiving the product, the Employer is obliged to check it for quantity and quality and performance according to order. Any complaints must be filed with the Contractor within next 3 working days in the form provided for placing orders, counting from the date of receipt. In the case of large orders, this period may be extended by the Contractor at the request of the Employer submitted in the form provided for placing orders. Complaints will not be handled after the expiry of the aforementioned period.
3. The Employer is obliged to make the product under complaint available, to provide the Contractor's representative with photos in order to draw up a product inspection protocol.
4. The Contractor may request a return of product in order to verify the complaint or make the repair. If the complaint proves to be unjustified, the Employer shall cover the costs of delivery. If the complaint is accepted, the Contractor may lower the price or deliver a product free from failures.
5. In the event of receiving a damaged shipment, the Employer is obliged to proceed pursuant to the content of Attachment No. 2 "Shipment complaints - guidelines for customers". Lack of the protocol deprives the Employer of the possibility of handling the complaint by the Contractor and, in addition, claiming damages in an effective way.
6. Lack of any part of the delivered product does not authorize to make a complaint regarding whole delivery.
7. Slight deviations from the colour pattern approved by the Employer, resulting from the use of a different material than the medium on which the trial order was made and from printing technology are not subject to complaint.
8. All colour-related complaints will be handled on the basis of colour patterns accepted by the Employer or a person authorized and accepted by the Contractor for printing.
9. In the case of a complaint, the Contractor bears liability up to the amount of the contract concluded directly with the Employer. Compensation for lost profits, non-obtained benefits or any other forms of indirect damage will not be considered.
- 10.If the complaint is rejected, the Employer may be charged with the costs of its handling.
- 11.Deviations in the product dimension up to 1% are not subject to complaint.
- 12.In the case of delay in delivery of consignment attributable to the carrier, the complaint does not include delivery to a different address than the original address.

## **§ 9. Final Provisions**

1. The Contractor is entitled to amend the Regulations. In the event of an amendment to the Regulations, the Contractor shall inform the Employer about this fact on the [kreativia.pl](http://kreativia.pl) website. Amendments to the Regulations come into force from the date indicated in this amendment, but not earlier than 10 days from the date of announcement of amendments to the Regulations by the Contractor. The Regulations in their current content shall apply to Employers whose Order has been accepted prior to the entry into force of amendments to the Regulations.
2. The Employer declares that he has read the terms and conditions of these Regulations and all attachments, and that he accepts them and undertakes to adhere to them.
3. For matters not covered by these regulations, generally applicable provisions of law shall apply, in particular the Civil Code.
4. The court of competent jurisdiction for all disputes arising between the parties is the locally and materially competent court pursuant to the generally applicable regulations. The Polish law is the competent law.
5. Any costs of delivery related to the orders being fulfilled and the products under complaint are covered by the Employer.