

# **TERMS AND CONDITIONS OF ACCEPTANCE AND EXECUTION OF ORDERS OF KREATIVIA LIMITED LIABILITY COMPANY LIMITED PARTNERSHIP**

## **GLOSSARY**

- Contractor - Kreativiva Ltd. LLP
- Client - entrepreneur within the meaning of Art. 431 of the Civil Code, i.e., natural persons conducting business activities, legal entities, and organizational units without legal personality.
- Order - individually specified request placed by the Client.
- Product - print or print combined with other products or any other product, where the print is not a component, produced or sold in connection with the accepted Order.

## **§ 1. General provisions**

1. The provisions of these terms and conditions define the rules for accepting and fulfilling orders, product collection or delivery, payment, complaints, and copyright, applicable to all Clients.
2. In the event of the Contractor entering into a separate agreement with the Client, the provisions of these terms and conditions shall apply to the extent not covered by the agreement.
3. Detailed technical requirements for files with prints submitted to the Contractor by the Client for order fulfillment are specified in Annex No. 1, "Technical Specification for the Preparation of Digital Materials for Printing."
4. Detailed conditions for complaints regarding shipments are specified in Annex No. 2, "Complaints Regarding Shipments - Guidelines for Customers."
5. Order acceptance hours and fulfillment deadlines are specified in Annex No. 3, "Fulfillment Deadlines and Order Acceptance Rules."
6. The permissible tolerance for product properties is determined by Annex No. 4, "Print Quality and Shifts Rating Table." Annex No. 4 cannot be used as a basis for complaints.
7. The rules for personal data processing are defined in Annex No. 5.

8. Annexes No. 1, 2, 3, 4, and 5 may be updated as of the first day of each month. Their latest versions are available on the website [www.kreativia.pl](http://www.kreativia.pl) under the "Terms and Specifications" section. The terms and conditions are continuously published on the website [www.kreativia.pl](http://www.kreativia.pl) in a manner that allows the Client to save the content of the terms and conditions before entering into the Agreement for storage and retrieval in the regular course of business. If the Client reports the inability to save, store, or retrieve the content of the terms and conditions, it will be provided by the Contractor via email upon each request from the Client.
9. Issues and information related to personal data processing are included in the Privacy Policy posted on the website [www.kreativia.pl](http://www.kreativia.pl).
10. The names and quantity of the annexes may change.

## **§ 2. Order Acceptance**

1. Orders are accepted by the Contractor in electronic form. The submission of the first Order signifies acceptance of the Terms and Conditions. In the case of submitting a second or subsequent Order, it is assumed that the acceptance of the Terms and Conditions for the first Order is effective for the second and subsequent Orders.
2. The Client is obliged to send the order via email to the email address of the Contractor's employee responsible for client communication.
3. The aforementioned email message in § 2, para. 2 must be sent by a person authorized to represent the Client and contain all the necessary data for order fulfillment, including: a) the registration details of the Client's company: tax identification number (NIP), statistical identification number (REGON), National Court Register (KRS), applicable to the country in which the Client is registered or conducts business (all the aforementioned data is required for the first order and in the event of any changes to the Client's data). Simultaneously, the Client declares that all the provided data is true and accurate, and they are authorized to represent the Client. The Client acknowledges the consequences of providing false information in this regard. b) precise specification of the following order parameters: file name for printing, material to be used for printing or to be provided by the Client, format, finishing, quantity of products, c) packaging method for prints (optional), d) proposed deadline for order fulfillment and shipment or personal collection as suggested by the Client, e) in case of the Client's choice for shipping the completed products, the shipping details.

4. The Contractor reserves the right to apply the terms and conditions of the courier service provider, freight forwarder, carrier, or postal operator indicated by the Client for shipment of prints.
5. In the event of incomplete data, the Contractor will proceed with order fulfillment only after the Client provides the missing information within the deadline specified by the Contractor. The Client bears responsibility if the information provided during the order placement or execution is incomplete, outdated, or false.
6. If the Client introduces any changes after the confirmation of order acceptance by the sales representative, the originally planned deadline may be adjusted.
7. The Contractor reserves the right to refuse order fulfillment if the Client fails to provide all the data specified in § 2, para. 3 of these Terms and Conditions.
8. Prior to order fulfillment, the Contractor has the right, at its discretion, to request advance payment or appropriate security measures.
9. The Contractor acknowledges the receipt of the order from the Client in electronic form and specifies all relevant order conditions, including the price, deadline for fulfillment, shipping or personal collection of prints, packaging method, and, if applicable, the delivery method.
10. The Contractor reserves the right to refuse order acceptance in the event of insufficient production capacity.
11. Once the Contractor accepts the order, the Client cannot withdraw from it. The Contractor may agree to the Client's withdrawal from order fulfillment after the Client covers all costs incurred by the Contractor in connection with its execution.

### **§ 3. Execution of the Order**

1. The execution time of the Order begins from the moment the Order is accepted for execution by the Contractor. The execution time of the Order is calculated until the day the Order is dispatched or the Customer is notified of the readiness of the Product for personal pickup.
2. Files necessary for printing, required for the execution of the Order, should be prepared in accordance with the "Specification for preparing graphic files for printing" attached as Appendix 1 to this regulation and sent to the FTP server or delivered to the Contractor in another individually agreed manner.

3. The Contractor executes the Order based on the files provided by the Customer. Consequently, the Customer bears full responsibility for any legal and physical defects of the files delivered for printing, as well as for preparing the files in the most appropriate manner, i.e., in accordance with Appendix 1 "Specification for preparing graphic files for printing." The Contractor reserves the right to refuse the execution of the Order in case the Customer delivers files or materials containing content contradictory to the provisions of the law, especially sensitive or generally considered inappropriate content.
4. In the case of executing prints using entrusted materials, the Contractor is not responsible for their fitness or any potential defects or damages that may arise during production, as well as errors in the printing itself. It is also necessary to provide the entrusted material in an amount at least 20% greater than the quantities resulting from the formats and volume of the Order.
5. When executing an Order using entrusted materials provided by the Customer, it is necessary to consider an appropriate material reserve. The size of the reserve will depend on the type of Order and the material intended for use, and it will be determined by the Contractor each time after the Customer places the Order, taking into account the minimum indicated in paragraph 3 above unless otherwise agreed.
6. If the Customer provides files or materials necessary for the execution of the Order at a later date than the date of placing the Order, the Customer is obliged to inform the Contractor about this fact. Furthermore, failure to deliver the files or materials within the specified deadline by the Contractor results in the rescheduling of the Order's execution date and requires its reestablishment by the Contractor's employee.
7. Materials used for executing the Order can only be returned at the Customer's request, submitted at the time of entrusting the Order or in the manner provided for submitting orders, within 7 days from their delivery to the Contractor unless the Contractor informs the Customer about the impossibility of returning the provided materials due to circumstances for which the Contractor is not responsible. Processed print files are stored for 1 month, and the Contractor is not obliged to inform the Customer about their destruction. After completing the Order, the Contractor is not responsible for materials not collected by the Customer within 7 days from the date of order completion.
8. In the manner provided for submitting orders, the Customer may request the Contractor to perform a trial Order. The Contractor executes trial Orders at the Customer's expense. In the case of their execution, the Customer is obliged to

accept the aforementioned trial Order in the manner provided for submitting orders before the Contractor commences the execution of the Order.

9. If, after accepting the trial Order, the Customer informs the Contractor in the manner provided for submitting orders about the need to make changes to the previously accepted trial Order, the Contractor will charge the Customer for all costs related to making the changes.
10. The Contractor is not responsible for deviations from the desired colours specified by the Customer if the approved trial Order was not received from the Customer or a person authorized by them before printing. Differences between the delivered Product and the sent images resulting from individual computer settings or other devices used by the Customer (e.g. colour, proportions, etc.) cannot be the basis for Product claims.

#### **§ 4. Copyright**

1. Acceptance of this Regulation is equivalent to a declaration by the Client that they have the rights to all materials and files provided, particularly intellectual property rights and copyrights.
2. In the event of infringement of third-party copyrights during the execution of the order, the Client shall bear full responsibility for such infringement. The Client releases the Contractor from any claims by third parties arising from such copyright infringement. Additionally, the Client declares that they undertake to reimburse the Contractor for any costs incurred by the Contractor due to the violation of the aforementioned rights of third parties.
3. Designs created by the Contractor for the Client are the property of the Contractor and cannot be shared with third parties without their consent. The designs are protected by copyright law.

#### **§ 5. Order Completion Time**

1. The completion time of the order is determined by the Contractor's employee based on the Completion Deadlines by Category specified in Attachment No. 3 "Completion Deadlines and Order Acceptance Rules," as well as the technical capabilities of the Contractor.
2. The order completion time begins upon confirmation of order acceptance by the Contractor's employee.

3. The completion time specified by the Contractor does not include the time required for delivery of the shipment by a clear freight forwarder, courier company, carrier, or postal operator, in accordance with the provisions of § 2 of this regulation.
4. The Contractor is not liable for delays in order fulfillment caused by force majeure. In the event of such obstacles, the Contractor is obliged to promptly inform the Client.
5. The Client has the right to terminate the contract in the event of a delay in order fulfillment caused by force majeure. In the case of such termination by the Client, the Client is not entitled to seek compensation.
6. The Client may seek compensation for delays caused by the Contractor's culpable actions or omissions. In the case of Clients who are entrepreneurs, the aforementioned compensation may not exceed 10% of the value of the order being executed.

## **§ 6. Order Collection and Shipping**

1. The place of order fulfillment is the Contractor's company located in Poznań County.
2. Rolled materials prepared for shipping are typically stacked in a cube shape. An exception is prints on film, which are packed by default in rolls or wound on a core, and flat materials packed in a cardboard box secured with corner protectors. Materials for personal pickup are typically wrapped in stretch film.
3. In the case of a non-standard packaging request by the Client, a detailed packaging description must be provided in the form specified for placing orders. The Contractor's employee, in electronic form, either accepts the packaging method proposed by the Client or notifies them of the impossibility of its execution. An individual packaging method deviating from the standards but feasible will incur additional charges.
4. After completing the order, the product is available for pickup at the Contractor's logistics department located in Swadzim, at sw. Mikołaja 1, 62-080 on business days from 2 pm to 5 pm. To collect the materials, the Client must possess the order fulfillment number. Without this number, the logistics personnel cannot release the order.

5. Upon the Client's request, submitted in the specified form for placing orders, the product will be sent to the Client's registered office or another location designated by the Client.
6. The product can be insured during transportation at the expense of the Client, upon a separate request submitted by the Client.
7. The risk of accidental loss or damage to the product transfers to the Client upon delivery of the product to the carrier or transporter.
8. Acceptance of this regulation implies the Client's consent to leave the product in the possession of the Contractor in the event of a delay in product shipment upon the Client's request, submitted in the specified form for placing orders, or a delay in product shipment caused by the Client's fault. Thus, the Contractor fulfills its obligation to deliver the product, and the storage of the order occurs at the expense and risk of the Client.
9. In the case of product delivery to the Client, the Contractor is not liable for failure to meet the delivery deadline or for defects or damages occurring during transport if they result from circumstances beyond the control of the carrier.

## **§ 6A – Right of Withdrawal**

1. From the perspective of entitlements, the Client can be regarded as:
  - a. Entrepreneur – to whom the provisions of the Civil Code and this regulation apply.
  - b. Consumer\* – to whom the provisions of the Civil Code, the Act of May 30, 2014 on Consumer Rights, and this regulation apply.
  - c. Entrepreneur (natural person) who is treated as a consumer in certain situations, meaning they have specific rights as indicated below.
  - A consumer refers to a natural person (customer) who, when entering into a legal transaction (e.g., a purchase), does not do so directly related to their economic or professional activity.
2. In this regard, it is clarified that the provisions of the law and the provisions concerning consumers contained in this Regulation apply to a natural person entrepreneur who concludes an agreement directly related to their economic activity when the content of the agreement indicates that it does not have a professional character for that person, particularly resulting from the nature of their economic activity, made available based on the provisions of the Central Register and Information on Economic Activity.

3. The Contractor provides a service to the Client based on their individual Order (Commission). The Client determines the order parameters through the initial selection of product finishing options. Thus, production is carried out from scratch according to the Client's order. Due to these reasons, in accordance with applicable law, the Client does not have the possibility to withdraw from the contract.
4. Consequently, the right of withdrawal under Article 27 of the Act on Consumer Rights (i.e., the actual return of the goods within 14 days without stating a reason) definitively does not apply to the following agreements (Article 38 of the Act on Consumer Rights):
  - a. Relating to the delivery of goods prepared and executed specifically for the Client's order, including photo wallpapers, paintings, posters, stickers, and other products made to the customer's individual order.
  - b. Relating to non-prefabricated products manufactured according to the Client's specifications or intended to satisfy their individualized needs.
  - c. Relating to goods ordered and intended for use in the Client's economic activity, where the content of the agreement indicates that it has a professional character for that person, particularly resulting from the nature of their economic activity made available based on the provisions of the Central Register and Information on Economic Activity.

## **§ 7. Payments and Prices**

1. Acceptance of an Order may require the Client to make a deposit payment or pay the full price.
2. The Client is obligated to pay the price (including deposits) according to the Contractor's terms.
3. Any deposits related to the Contractor are non-refundable.
4. The Contractor will issue an invoice according to the Order and send it electronically to the Client.
5. The price does not include costs associated with shipping and transportation of the Product. The cost of transportation, as an additional service, is indicated as a separate item in the Order.
6. Prices for order fulfillment are determined individually or based on the current price list.

7. In the event that an invoice is not settled within the specified timeframe, the Contractor will charge statutory interest or late payment interest according to the Act on Payment Terms in Commercial Transactions.
8. Regardless of the above, in case of payment delays by the Client, the Contractor may seek payment by sending a payment request. The cost of sending a payment request is PLN 160 net to Clients within Poland or EUR 40 to Clients outside Poland, and the Contractor is entitled to charge the Client for this cost.
9. If the Client is in arrears with payment for a previous order or fails to pay the agreed deposit, or if the Client exceeds their individual credit limit, the Contractor reserves the right to suspend or terminate the fulfillment of the order or delivery.
10. The Contractor retains ownership of the order until the Client has paid the full price.
11. The Client accepts the issuance of invoices by the Contractor in electronic form.

## **§ 8. Complaints**

1. Client complaints are promptly considered, no later than 14 days from the effective date of the complaint report and confirmation of its receipt. Warranty claims are excluded in agreements with entrepreneurs.
2. The Client is obliged to check the received product immediately upon receipt for quantity, quality, and compliance with the order. Any complaints must be submitted to the Contractor within 3 working days in the manner specified for placing orders, counting from the date of receipt. In the case of large orders, this period may be extended by the Contractor upon the Client's request, submitted in the manner specified for placing orders. Complaints will not be considered after the expiration of this period.
3. The Client is obligated to provide the complained product and deliver photos to the Contractor's representative for the purpose of conducting an inspection report.
4. The Contractor may request the return of the product for complaint verification or repair. If the complaint is accepted, the Contractor may reduce the price or provide a defect-free product.

5. In the case of receiving a damaged shipment, the Client is obliged to follow the guidelines specified in Appendix No. 2 "Shipment Complaints - Guidelines for Clients." Failure to provide a protocol deprives the Client of the possibility of considering the complaint by the Contractor and effectively seeking compensation.
6. The absence of any part of the delivered product does not entitle the Client to complain about the entire delivery.
7. Minor deviations from the approved color sample resulting from the use of a different material than the medium on which the trial order was executed or from printing technology are not subject to complaints.
8. The Contractor is responsible for the amount of the contract directly concluded with the Client in the event of a complaint. Compensation for lost profits, unrealized benefits, or any other form of indirect damage will not be considered.
9. In the event of a negative complaint decision, the Client may be charged for the cost of the complaint procedure.
10. Deviations in product dimensions up to 1% are not subject to complaints.
11. In the case of non-delivery of a shipment on time due to the carrier's fault, a complaint does not include delivery to an address other than the original one.

## **§ 9. Final Provisions**

1. The Contractor is entitled to change the Regulations. In the event of changes to the Regulations, the Contractor will inform the Client on the [kreativia.pl](http://kreativia.pl) website. Changes to the Regulations come into effect on the date indicated in the change, but no earlier than 10 days from the date of announcement of the changes to the Regulations by the Contractor. Clients whose Orders have been accepted for execution before the changes to the Regulations come into effect are bound by the Regulations in their current form.
2. The Client declares that they have read the terms of this regulation and all attachments, and that they accept and undertake to comply with them.
3. Any matters not regulated by this regulation will be subject to applicable legal provisions, in particular the Civil Code.

4. The competent court for all disputes: a) arising between the parties, in the case where the Client is a consumer, shall be the court having jurisdiction locally and materially, in accordance with the applicable legal provisions. b) arising between the parties, in the case where the Client is an entrepreneur, shall be the court having jurisdiction locally and materially for the Contractor. The applicable law is Polish law.
5. The Client bears all delivery costs related to fulfilled orders and advertised products.