



**General Terms and Conditions for Deliveries and Services  
of**

**DPH Display sp. z o.o.,**

**at ul. Rzymska 4, 03-976 Warszawa**

**NIP [Tax Identification Number]: 1132962009**

**registered in the Register of Enterprises maintained by the District Court for the city of Warsaw,**

**13th Commercial Division of the National Court Register [KRS]**

**under the number: 0000716115**

**share capital: PLN 180,000.00**

**dated: 27 March 2019**

**§ 1**

**Definitions**

“General Terms” - these General Terms and Conditions for Deliveries and Services of DPH Display Sp. z o.o.

“Contractor” - DPH Display Sp. z o.o., at ul. Rzymska 4, 03-976 Warsaw, NIP [Tax Identification Number]: 1132962009, registered in the Register of Enterprises maintained by the District Court for the city of Warsaw, 13th Commercial Division of the National Court Register [KRS], under the number: 0000716115, with the share capital of PLN 180,000.00.

“Client” – a business entity who, as part of the business, submitted a Request for Quotation and accepted the Offer by placing an Order for the production or the production and the delivery of the Product by the Contractor and the Order has been confirmed by an authorised person on the part of the Contractor.

“Contract” - an Contract under which the Client orders the production or the production and the delivery of the Product, undertakes to collect the Product and to pay the predetermined fee, while the Contractor undertakes to manufacture or manufacture and deliver the Product. The Contract is concluded once the Client accepts the Offer presented by an authorised sales representative of the Contractor in response to the Request for Quotation, which will be confirmed by an authorised person representing the Contractor: this may happen in writing or in a form of an e-mail message, with the reservation that to conclude a Contract of the total value exceeding PLN 150,000, an approval of the Contractor's management is required.

“Parties” - a joint term for the Contractor and the Client, between whom the Contract has been or is to be concluded.

“Request for Quotation” – a Client's request a quote, the possibility of preparing an Offer, addressed to a Contractor either via e-mail, telephone or in person, containing the necessary data for the Contractor to prepare the Offer.

“Offer” - a Contractor's statement addressed to a Client in response to a Request for Quotation, specifying the detailed conditions for the production or the production and the delivery of the Product, which the Client may accept, that will be equivalent to placing an Order and concluding a Contract between the Parties.

“Order” - a Client's statement addressed to a Contractor accepting the Offer presented by the Contractor, either in the form of an e-mail message or delivered in person, or in writing, also including consent to be bound by the General Terms confirmed by an authorised person on the part of the Contractor.

“Product/Products” – a product/products manufactured in the business conducted by the Contractor, in the process of implementing the Contract, in detail specified in the Offer and the Order.

“Delivery” - movement of a batch of Products from the Contractor to the Client. The movement takes place at the designated place at the specified time on previously agreed INCOTERMS.

“Colour Pattern” - a sample imprint in the form of a certified colour pattern serving as a pattern for Client acceptance or a pattern provided by the Client, on the basis of which, to the fullest extent possible, the Contract should be executed.

“Graphic Materials” - graphic files for printing and the previews prepared according to the specifications provided by the Contractor.

“Complaint” - a statement by the Client addressed to the Contractor in case of a defect in the Product, through an e-mail message or in writing, indicating in particular the following information: the defect type in the Product, the circumstances and the date of the defect detection, and the content of the Client's request in case of a positive resolution.

## § 2

### Scope of Application

1. The provisions of the General Terms apply to all Contracts for the manufacturing or for the manufacturing and delivery of the Products, established between the Contractor and the Client, regardless of the form in which the Order is placed by the Client, unless any of these provisions have been explicitly excluded or modified in relation to a specific Contract for the performance of services or for the performance of services and delivery.
2. The confirmation of the receipt of the Offer by the Client is equivalent to expressing the Client's consent to the performance of the service and delivery in accordance with the General Terms.
3. Services provided by the Contractor include:
  - Designing promotional materials,
  - Design and graphic composition,
  - Making mockups of promotional materials,
  - Plano printing,
  - Production of cardboard and permanent promotional materials,
  - Co-packing,

- Storage of goods,
- Delivery of the product - on previously agreed rules upon INCOTERMS.

### § 3

#### Conclusion of Contract

1. In order to establish co-operation, the Client submits a Request for Quotation to the Contractor, i.e. contacts the Contractor by telephone, in writing, in the form of an electronic message, or conveys his requirement to an authorised representative of the Contractor during an individual meeting.

2. The Contractor presents an Offer that includes in particular:

- description of the product,
- specification,
- price,
- quantity,
- lead time – expected order delivery time calculated in working days,
- prospective costs of delivery.

At the same time, the Contractor delivers the mock-up for Client approval within the agreed timeframe, and the colour sample upon the Client's request.

3. In the event that the Offer cannot be prepared due to lack of information necessary for its preparation, the Contractor may request the Client to supplement the Request for Quotation.

4. The Offer presented by the Contractor expires after 30 days, unless its content provides otherwise.

5. The Offer can only be accepted in its entirety, without the possibility of changes being made by the Client. The introduction of changes by the Client is considered a new Request for Quotation.

6. Along with the Offer, the Client will receive the General Terms as an attachment. Additionally, the full content of the General Terms is constantly available on the Contractor's website at.

7. Upon approval of the Offer, the Client sends the Order to the Contractor in the form of an electronic message, which is also equivalent to the acceptance of the General Terms.

8. The condition for concluding the Contract is the confirmation of receipt of the Order by an authorised person on the side of the Contractor.

9. The execution period of the Contract specified in the Offer is binding provided that the materials are delivered by the Client in a timely manner.

10. The layout delivered to the Client for acceptance is received by the Contractor and serves as a production pattern, unless the Parties agree otherwise.

#### § 4

##### Execution of Contract

1. The obligation to provide complete, properly prepared and high-quality materials necessary for the execution of the Contract rests with the Client. Materials in the form of electronic data to prepare printing forms in CTP technology, prepared in accordance with the technical guidelines of the Contractor, are considered complete and properly prepared – Annexe 1.
2. The Contractor is not liable for any defects in the Product or any delays in production caused by improper preparation or inadequate transfer of materials provided by the Client, as referred to in point 1.
3. The Contractor is liable for the quality of the substrate materials used for the execution of the Contract.
4. The Client is obligated to provide the materials, referred to in point 1, in accordance with the work schedule.
5. In the event that the Contractor questions the materials delivered by the Client referred to in point 1, the Client is obligated to provide new materials of adequate quality within 48 hours.
6. The Contractor is not liable for the content of the materials referred to in point 1, provided by the Client or its substantive accuracy.
7. The Client is obliged to ensure that the materials provided by him, referred to in point 1, do not infringe the rights of third parties and his actions related to the execution of the Contract do not constitute unfair competition or violate the provisions of law.
8. In the event that the Contractor becomes aware that the materials provided by the Client in reference to point 1 infringe the rights of third parties, or that the performance of the Contract constitutes an act of unfair competition, the Contractor shall have the right to take any actions deemed appropriate in such event, including the right to suspend the performance of the Contract.
9. The day on which the Contractor begins the performance of the services, from which all deadlines imposing obligations on the Contractor within the scope of a given Contract shall be counted, shall be considered the day the materials provided by the Client, referred to in point 1, are delivered.
10. The attachment of a contract proof is required to each sheet. The certification of the proof is the basis for considering it a contract proof. In the case of the approval of the print on the machine by the Client, the sheet accepted and signed by the Client becomes the reference

material for the machine operator. If the Client does not provide contract proofs, the print will be executed in such a way that it will be as close as possible to the standard carried out by the printing house, based upon the ISO 12647-2 standard for a given paper group. The colour of the finished product should be as close as possible to the colour of the proof, taking into account the quality of the raw material and the methods of final finishing of the sheet. Prints from previous editions are not proofs and can only serve as a reference for the machine operator. Control methods: Visual assessment of the colour consistency between the print and the proof, carried out at the control station. Densitometric measurement of full field density +/- 0.1.

11. Upon conclusion of the Contract the Parties may agree that the Contractor will create a colour sample based upon the materials provided by the Client, as specified in point 1, which will be subject to the Client's approval.
12. The completion date of the Contract is extended by the time it takes to approve the colour sample by the Client. The Client is obliged to review and approve the colour sample presented by the Contractor at the Contractor's registered office or to provide his own colour sample to the Contractor's registered office. The Client is entitled to make one Complaint about the presented colour sample. In the case of no response regarding the approval of the colour sample within 3 working days of the Contractor's notification to the Client of the need for such approval, the colour sample will be deemed accepted.
13. In the case of a Complaint by the Client regarding the colour sample, the Contractor is obliged to immediately prepare a new colour sample. In this case, the deadlines for the completion of the Contract will be appropriately extended.
14. Any delays in the delivery of materials by the Client, as mentioned in point 1, in relation to the agreed work schedule, including the delivery of incomplete or faulty materials, empowers the Contractor to extend the Contract completion time by the time period resulting from the delay.
15. In the situation referred to in the preceding points, if the Client's non-performance of his obligation makes it difficult to perform or enter into other contracts by the Contractor, he is authorised alternatively to:
  - withdraw from the Contract without the need to set an additional deadline for the Client's performance of its obligations, or to request the Client's consent to an increase in price,
  - extend the service completion time limit within the timeframe necessary to maintain the work schedule of performing other contracts, under the pain of withdrawal from the Contract in the event of non-consent to the above.
16. The Contractor has the right to withdraw from the Contract if the Client's financial position would provide clear and convincing evidence that he will not fulfill his obligation under the Contract, in particular, if the court/enforcement proceedings are being conducted against him or any proceedings that could result in his bankruptcy.

17. Declarations of contractual termination as specified in this Contract may be submitted no later than to the agreed date of performance of the Contract.

## § 5

### Liability

1. The Contractor is liable for ensuring high-quality printing, based on the materials provided. The technical parameters for preparing materials are described in annexe 1, entitled "Description of Technical Parameters for Preparing Printing Materials." By agreeing to be bound by the General Terms and entering into a Contract with the Contractor, the Client declares that he agrees to accept this quality criterion for the Product ordered.
2. The Contractor is not liable for any composition errors, except in situations where composition, typesetting, text and graphic processing, and preparation for exposure are covered by the Contract between the Parties.
3. The Client accepts a maximum deviation of +/- 1% in the quantity in relation to the ordered print run, as proper performance of the Contract, in accordance with the PN ISO 2859-1 standard.
4. The execution of services or individual actions within them may be commissioned by the Contractor to sub-contractors.
5. In the event of the Contractor failing to meet the delivery deadline, the Client is entitled to compensation of 0.1% of the value of the order for each day of delay until the complete print run is delivered or until the Contract is terminated by one of the Parties.
6. In the event of the occurrence of force majeure or a state of higher necessity, the Contractor has the right to withdraw from the Contract without any legal consequences, with the obligation to inform the Client in writing of the withdrawal from the Contract within 5 days from the date of cessation of force majeure or state of higher necessity.
7. The Client is obligated to pay the Contractor the price agreed upon when placing the Order, within the agreed deadline. The value-added tax (VAT) will be added to the price according to the relevant rates.
8. Payment for the manufacturing or manufacturing and delivery of the Products will be made based on a VAT invoice, marked with a 14-day payment deadline, unless the Parties agree otherwise in writing and accept it.
9. The Client is obligated to promptly provide the Contractor with all codes/data necessary for issuing an invoice. In case of a lack of these data, the Contractor will issue an invoice within 3 days from delivery at the latest, and the payment deadline will be counted from that very day.

10. In the case of the Client's delay in paying the full or partial amount, the Contractor has the right to suspend the execution of the next Order if it was placed, without any consequences for the Contractor.

## § 6

### Notification of Defects

1. The Complaint procedure contained in these General Terms constitutes a contractual modification of the provisions of the Civil Code regarding liability for the warranty in case of pledge for commodity faults. The General Terms comprehensively regulate the rights of the Client and the corresponding obligations of the Contractor in connection with the warranty, to the extent that the Civil Code shall not apply.
2. The Contractor shall be liable for defects in the Product arising from circumstances for which they are responsible. Defects in the Product shall be understood to include both quality defects and quantity defects. The Contractor shall not be liable for defects arising after the risk of damage or loss of the Product has been transferred to the Client.
3. The Client is obliged to pursue the liability of the Contractor for defects in the Product only within the scope of this procedure, under penalty of losing the rights under this title.
4. Quality defects shall not include defects that cannot be avoided due to technological reasons.
5. Differences between the Product and the sample model resulting from differences in the technological processes of its production are not subject to Complaint.
6. A Complaint is reported by the Client through an electronic message or in writing, under the pain of losing the rights arising from the warranty. The Client is obliged to indicate, in particular, the following information: type of defect in the Product, circumstances and detection date of the defect, the content of the Client's request in the event of a positive resolution of the Complaint.
7. The Contractor should, as far as possible, follow the method of resolving the Complaint indicated by the Client when reporting the Complaint. In the event that fulfilling the Client's expectation would be impossible or significantly difficult for the Contractor, the Contractor shall be entitled to choose another method of resolving the Complaint, in particular by reducing the price.
8. A Complaint regarding the quantity of Products delivered should be reported in writing at the time of receipt or acceptance of the goods.
9. The document confirming the conformity of the quantity of products delivered with the Contract is the delivery document (WZ, a consignment note - CMR) signed by the Client.
10. In the event that the Contract covers the production of the Product without delivery, the Client is obliged to take delivery of the product within 14 days from the date of notification of its

readiness for delivery.

11. In the case, as per the Contract, the Products are to be delivered to the address of a third party, the party indicated by the Client, the third party is entitled to receive the Product and should examine the Product on behalf of the Client.
12. In the event of unjustified refusal to receive the Products or to confirm its receipt, it is considered that the Products have been received without reservations. Failure to receive the Product does not relieve the Client of the obligation to pay.
13. In the event of delivery of Products that are assembled, packaged, in bulk packaging or wrapped in packaging paper that makes it impossible to count them during receipt/delivery - a Complaint must be immediately reported by the Client, no later than within 3 working days from the date of receipt of the goods.
14. Complaints regarding the quality of the Products should be reported, under the pain of losing the rights arising from the warranty, no later than:
  - a) 30 days from the date confirmed by the Client as the delivery date of the Products - if they are made of more than 50% paper or their derivatives.
  - b) 60 days from the date confirmed by the Client as the delivery date of the Products - if they are made of more than 50% of all plastics or metals.
  - c) 45 days from the date confirmed by the Client as the delivery date of the Products - if they are made of other raw materials not described above.
15. In the event of a Product delivered in parts, the obligation to report a Complaint within the above-mentioned time limits applies to each and every batch of the Product.
16. Defects in part of the Products do not entitle the Client to complain about the entire Products covered by the Contract.
17. The Client is obligated to secure the defective Products so that the Contractor can determine the existence of the defect. The Client is obligated to promptly send clear photographs illustrating the damage and enable the Contractor to inspect the entire quantity manufactured in connection with the Contract that the Complaint refers to.
18. The Client loses the right to file a Complaint in the case of incorrect or non-compliant storage, warehousing, and transportation of the completed Product.
19. Depending on the type of raw material composition, the Contractor recommends, under penalty of losing the right to file a Complaint, to store the goods with the following parameters:
  - a. Paper goods, made of more than 50% paper or its derivatives, air temperature from +14°C to +25°C, air humidity from 45 to 55 percent.
  - b. Permanent goods, made of more than 50% of all plastics or metals, air temperature from +5°C to +25°C, air humidity from 45 to 55 percent.



20. The Contractor is obliged to take a stance on the Complaint within 14 days from the date of the receipt. In the case of the need for additional actions in connection with the defect examination procedure, in particular the examination of the Product, the deadline for taking a stance on the Complaint is extended to 30 days.
21. In case of a lack of quantity or quality defects, the Contractor is obliged to make up for them and exchange or repair the defective Products within 30 days from the date of receipt of notification of their existence. In the case of the need for additional actions in connection with the defect examination procedure, in particular the examination of the Product, the deadline for the Contractor to fulfill his obligations in case of accepting the Complaint is extended to 60 days from the date of receipt of this notification.
22. In case of the need to examine the defective Product, the Client is obliged to make it available upon request by the Contractor.
23. In the case of the Contractor's failure to meet the delivery deadline, the Client is entitled to compensation in the amount of 0.1% of the value of the Order for each day of delay, until the full batch of goods is delivered or until the Contract is terminated by one of the Parties.
24. In the event of force majeure or state of necessity, the Contractor is entitled to withdraw from the Contract without any legal consequences, provided that the Contractor informs the Client in writing of this withdrawal from the Contract within 3 days from the date of occurrence of the force majeure or state of necessity.
25. The submission of a Complaint does not relieve the Client of the obligation to settle the payable amount for the delivered Products, in the amount specified in the VAT invoice issued and delivered in an electronic message and/or by post, along with statutory interest in case of unjustified delay.
26. In the event of a positive resolution of the Complaint, the Contractor will cover the costs incurred by the Client in connection with the Complaint procedure.
27. If the Complaint was obviously unfounded, the Client is obliged to cover the costs incurred by the Contractor in connection with the Complaint procedure.
28. The Client's recourse to judicial proceedings before exhausting the Complaint procedure shall be deemed premature.

## § 7

### Limitation of Liability

1. The Contractor's liability for non-performance or improper performance of the obligation is limited to an amount equal to 100% of the net remuneration specified in the Contract.
2. The Parties shall not be liable to each other for lost profits.

## § 8

### Confidentiality

1. It is the obligation of the Parties to keep the contents of the Contract and any information obtained in connection with or as a result of the performance of the Contract confidential, if such information constitutes trade secrets within the meaning of the the Act on Combating Unfair Competition, i.e., in particular, organisational and commercial information.
2. Information that is commonly known and information to which the Party has been obliged to disclose by a public authority within the scope of applicable law is not subject to the obligation of confidentiality.
3. The Parties are obliged to maintain confidentiality both during the performance of the Contract and indefinitely after its performance, and also in the event of non-performance of the Contract despite its conclusion.

## § 9

### Final Provisions

1. Changes to the General Terms may be included in the Offer, presented in writing or in the form of an electronic message.
2. Any changes to the Contract during its implementation must be in written form or in the form of an electronic message.
3. Polish law shall apply to all legal relationships related to the submission of Orders and the execution of Contracts, in particular to the content of the Request for Quotation, Offer, Order, and to these General Terms.
4. The competent court for all disputes arising during the conclusion and execution of the Contract is the court competent for the seat of the Contractor.
5. If one or more provisions of these General Terms prove to be invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions.
6. All rights and obligations of the Client arising from the nature of the Contract executed, based on these General Terms, may not be transferred by the Client to third parties without the prior written consent of the Contractor.