

**General Conditions of Sale of EDC EXPERT Direct Communication Sp. z o.o.****I. Introduction**

- These General Conditions of Sale of EDC EXPERT Direct Communication Sp. z o.o. (hereinafter the "GCS") shall apply to deliveries of goods and/or sale of goods and/or performance of services by EDC Expert Polska Spółka z ograniczoną odpowiedzialnością having its registered office in Piotrków Trybunalski, at ul. Belzacka 176/178 (hereinafter referred to as the "Seller") in favour of the Customer, as defined in item 2.
- The Customer shall be a natural or legal person, or an organisational unit without a legal personality, who under the law has capacity for acts in law, undertakes and/or maintains co-operation with the Seller in deliveries of goods and/or sale of goods and/or performance of services within the business activity conducted by that person.
- In the event the Seller has entered into a Co-operation Agreement with the Customer, the GCS shall be incorporated in such an Agreement provided that the Agreement or the Order Confirmation referred to in Section III item 2 explicitly so provides – in such an event provisions of the Agreement or the Order Confirmation shall prevail over provisions in the GCS in case of their conflict.
- Departure from the rules contained in the GCS may also be indicated in the Order Confirmation sent to the Customer by the Seller.
- The Customer's Conditions of Purchase shall not apply unless the Seller accepts them in writing under penalty of invalidity.

**II. Enquiries**

- The Customer shall submit an Enquiry to the Seller (by phone, fax, e-mail or post).
- In response to the Enquiry the Seller shall send Feedback Information about the terms and conditions according to which the Customer's Order, specified in detail in the Enquiry, may be carried out. No such proposal from the Customer (including a proposal named "Offer") shall constitute a sales offer binding for the Seller in the meaning of the (Polish) Civil Code regulations, but merely a proposal to place an order by a current or prospective Customer. Neither shall the Seller's Feedback Information be construed as an offer in the meaning of the (Polish) Civil Code.
- Feedback Information may be delivered to the Customer by fax, e-mail or post to the address indicated by the Customer.
- Terms and conditions described in the Feedback Information shall remain valid for the period indicated therein.
- In the event the validity period of the terms and conditions specified in the Feedback Information is not indicated, such terms and conditions shall be valid for 14 days from the Feedback Information date.

**III. Order**

- In the event the Customer is interested in commissioning the Seller to perform the order he shall place an Order with the Seller. The Order submitted by the Customer to the Seller shall include the Customer's identification data, detailed information about the ordered product and/or service, and information about the conditions the Customer wishes to be fulfilled during execution of the order.
- The fact of placing the Order shall not bind the Seller. The Seller's acceptance of the Order shall require a written confirmation by the Seller in the form of an Order Confirmation sent by fax, e-mail or post to the Customer.
- Upon sending of the Order Confirmation by the Seller the parties enter into a contract on terms and conditions specified in the Order Confirmation.
- If the contract required some materials which are not available on the Suppliers stock, the raw materials have to be ordered. The raw materials will be ordered by the Supplier only after receiving the official order from the Client. The fact that the raw materials have to be ordered as well as a lead time for it is always given on the Suppliers Offer.
- If for realisation of the contract the Supplier ordered some materials and then the contract has been cancelled by the Client or some major changes in specification have been implemented the Supplier will charge the Client with cancellation fee which is the cost of the materials and all corresponding operational and financial costs.
- The Seller may withdraw from performing an order despite sending the Order Confirmation to the Customer in the event that:
  - the reasons beyond the Seller's control, in particular the Force Majeure, or the Customer's or third parties' (including the Seller's suppliers) acts render delivery of goods and/or sale of goods and/or performance of services impossible or unreasonably difficult, or
  - total liabilities of the Customer against the Seller exceed the credit limit amount granted to the Customer by the Seller, or
  - the Customer delays in payment of any amounts due to the Seller.
 The credit limit shall be construed as the sum of all due and not yet due liabilities of the Customer against the Seller and the value of orders placed for non-standard goods.
- In the event the Customer orders non-standard goods (i.e. goods that are not sold by the Seller on an on-going basis), the Seller may require the Customer to make a prepayment before he commences execution of the order in the amount specified by the Seller in the Order Confirmation. The prepayment shall be settled upon acceptance of the goods by deducting it from the price. In the event the Customer fails to accept the goods within the agreed time the Parties agree to a contractual penalty to be paid to the Seller in the amount equal to the prepayment made.
- In the event of orders conditional upon prepayment, the Seller shall send the order for production after the Customer has made the prepayment. Date of prepayment shall be construed as the date on which the Seller's bank account is credited with the amount of prepayment.

**IV. Realisation of the order**

- Customer shall deliver all digital files and other materials to be supplied by Customer in compliance with specification enclosed on EDC Expert website - Information about compatible data formats.
- Seller will prepare the proofs as an electronic imposition files and provide them to the Client. EDC Expert will not be liable for errors not corrected by Customer.
- EDC Expert will produce the Goods to the specifications and standards as set out in the Order and warrants that Goods will be of satisfactory quality (it means compliance with the specification on the order and for the print - compliance with the ISO 12647-2:2004 standard.

**V. Delivery**

- The Seller shall deliver the goods in accordance with the terms and conditions indicated in the Order Confirmation as well as based on INCOTERMS 2000.
- The following terms of delivery shall apply as standard:  
*EXW – Ex Works (Seller's plant)*  
The Seller is obliged to make the goods available to the buyer at his premises, without bearing any risks, additional costs of transport or loading.

**DDU – Delivered Duty Unpaid (goods delivered to the Customer, customs duties not paid)**

The Seller is obliged to bear all costs and risks related to the goods until the moment of their delivery to the destination.

- In the case of EXW terms the Customer shall collect the goods from the Seller's warehouse using his own means of transportation or through a third party. Seller's liability for loss or damage to the goods ceases upon their loading onto a means of transportation. The moment of delivery shall be construed as the moment when the goods are loaded in the Seller's warehouse.
- In the event of the EXW delivery the Customer may commission the Seller to arrange the transportation on his behalf. In such an event the order for transportation must result from the order placed by the Customer and confirmed by the Seller, and the Customer shall cover the costs incurred by the Seller. In such an event the Seller's liability for loss or damage to the goods also ceases upon their loading onto a means of transportation.
- In the case of DDU terms the Seller shall be responsible for loading of the goods and their transportation to the agreed destination. Responsibility for all other operations, including unloading, shall rest with the Customer. The moment of delivery shall be construed as the moment when the goods are unloaded at the destination.
- Goods deemed to be received without objection, if the customer fails to notify Seller of irregularities regarding the quality or quantity of goods delivered within 7 days from the date of delivery.
- In the event the Customer fails to collect the goods or refuses to collect them in the agreed time, the Seller shall be entitled to deposit the goods in a warehouse at the Customer's cost and risk and to demand refund of the warehousing and/or transportation costs from the Customer. In the event the collection of goods from the Seller's warehouse is delayed by more than two weeks, the Customer – upon the Seller's discretion – shall be charged with the value of the goods or will be informed about unilateral withdrawal from the contract by the Seller. Regardless of the Seller's decision, the Customer shall cover all costs incurred by the Seller in connection with the Customer's failure to collect the goods or refusal to collect the goods within the agreed time.
- The Customer shall be entitled to withdraw from the contract if the delay in delivery and/or sale and/or performance of service due to reasons attributable to the Seller (save for the circumstances specified in item 4, section III):
  - exceeds 14 days in the case of standard goods,
  - exceeds 30 days in the case of non-standard goods.

In the event of the situations described in sub-items a) and b) of this item the Customer is entitled to make a statement on withdrawal from the contract within 7 /seven/ days following the lapse of the periods specified therein, and after the lapse of the aforesaid 7/seven/days the right to withdraw from the contract becomes void. In the event the Customer does not exercise his right to withdraw from the contract, the new delivery date indicated by the Seller in the notice of delay shall be deemed binding.

- Compensation due to a delay in completion of delivery may be paid only in the event that the Customer withdrew from the contract because of the delay, or a special agreement was concluded in this respect . Any claim for damages shall be submitted by the Customer in writing within one month from the agreed delivery date at the latest. Failure to submit claims within the said deadline shall void the Customer's claims against the Seller.

**VI. Manufacturing from materials provided by customer**

- Upon request of the Customer the Seller may perform services on the material provided by the Customer.
- Such manufacturing shall be governed by the provisions of these GCS, and the manufactured product shall be treated as non-standard goods.
- The Seller may – at the Customer's request and risk – order materials and raw materials to be processed from the Supplier indicated by the Customer.
- The Customer shall be fully liable for quality-related problems with materials and raw materials as well as delays due to reasons attributable to the Supplier he indicates.
- In the event the period of storage of customer-provided materials exceeds the time required for completion of the order, the Customer shall insure the material on his own account and shall cover the costs of storage incurred by the Seller.

**VII. Returnable packaging**

- The Customer shall return the transportation (EURO) pallets at a subsequent delivery, but no later than within 30 days from the date of delivery. In the event the transportation (EURO) pallets are not returned within 30 days from the date of delivery/acceptance, the Customer shall pay a compensation to the Seller corresponding to the purchase price the Seller pays for the pallets in a relevant period and shall make such payment within 7 days from the date of receipt of a debit accounting document.

**VIII. Invoicing and payment**

- The prices indicated to the Customer in the Order Confirmation are quoted net. Upon issuing of the invoice the VAT amount shall be added to such prices according to the then binding rates.
- In the event the prices of raw materials increase after the Order Confirmation date, the Seller is entitled to increase the agreed prices accordingly, provided that the period between the Order Confirmation date and the date of delivery exceeds 6 months. In the event the price increase exceeds 10% and the Customer refuses to accept the increased price, he may withdraw from the contract, but shall be obliged to cover the documented costs already incurred by the Seller in connection with processing of the confirmed order.
- The VAT invoice shall be issued no later than within 7 days following the date of delivery, in the currency confirmed in the Order Confirmation.
- The payment deadline indicated in the invoice shall be calculated from the earlier of the following: invoice date or date of delivery.
- The invoice may be set off against invoices issued by the Customer only after a prior written consent of the Seller.
- The Customer shall not be entitled to make a statement on setoff.
- The date of payment shall be construed as the date when the Seller's account is credited with a relevant amount.
- In the event of a delay in payment for due invoices the Seller shall be entitled to charge statutory default interest.
- The Seller may credit any payment from the Customer against the default interest due at the first place, and after such interest is covered, against the liabilities with the oldest due date, regardless of the Customer's instructions concerning settlement of that payment.
- Delays in payment may cause extension of the delivery times of subsequent parts of an order and/or new orders against the agreed deadlines, without negative consequences thereof for the Seller.

**IX. Complaints**

- The Customer may report quantity discrepancies in the goods delivered within 14 days following the date of delivery. After the lapse of the aforesaid time the quantity of the goods delivered shall be deemed consistent with the quantity indicated in the delivery documents.
- Quality complaints may be lodged at any time within 14 days from ascertainment of quality defects, but no later than within 6 months from the date of delivery.
- A complaint shall be lodged in writing by fax, e-mail or post, or else the rights under the warranty shall be voided.
- In the event the quality of goods is found defective, the Customer shall not use such goods for production until the complaint procedure is finalised.
- In the event the Customer lodges a complaint, he shall secure the complained goods for the purposes of a potential inspection by the Seller. Such inspection shall be conducted on the date agreed between the parties.
- In order to examine the complaint the Seller may request a sample or the entire complained batch be sent back to his plant. In the event the complaint is accepted the shipping costs shall be borne by the Seller.
- The Seller shall review the complaint within 30 days, unless the review requires additional tasks to be carried out by third parties (an expert analysis or technical examination). In such event the complaint shall be finally settled within 7 days from the date of obtaining of all information necessary to accomplish the complaint procedure.
- In the course of duration of the complaint procedure the Customer shall not be entitled to withhold payment of any payable liabilities, save for those due for the goods subject to that complaint procedure. The foregoing shall also apply to the goods invoiced together with the complained goods, but not containing any defects. In the event the Customer withholds payment, he shall be obliged to pay the default interest on terms specified in item 6 of the "Invoicing and payment" section.

**X. Scope of liability**

- Any liability of the Seller, regardless of its ground, shall not cover repair of damage due to lost opportunities, lost profit, production losses, lost reputation, lost customers, withdrawal from a contract by the Customer's contractor and the Customer's liability against his contractors, etc.
- Any liability of the Seller, regardless of its ground, shall not exceed a total of 30% (thirty percent) of the net value of the goods and/or services affected by circumstances which constitute the ground of the Seller's liability.
- The Seller may be held liable for specific features of the goods or their suitability for the use intended by the Customer exclusively on condition that the Seller previously provided written assurance that the goods have such features or are suitable for such use.
- Apart from the aforementioned liability for defects of the goods, the Customer shall not be entitled to any compensation for damage caused by the goods (including hazardous goods), or arising in connection with their possession or use – save for the liability under the mandatory regulations of the law.
- In the event a third party files any claims against the Customer which may be connected with the sale of goods and/or delivery of goods and/or services rendered for the Customer by the Seller, the Customer shall immediately notify the Seller thereof, and allow him to participate in the proceedings connected with such claims, and in the event the Seller is not notified immediately, his liability connected with the said claims shall become void.

**XI. Confidentiality**

- The Seller and the Customer, as well as all persons participating in conclusion and execution of transactions shall be obliged not to convey, disclose and use the information which constitutes the other party's secret, including any and all technical, technological, economic, financial, commercial, legal and organisational information which the parties will acquire in the course of or in connection with their co-operation. The above provision applies in particular to the obligation of not to convey, disclose and use information which constitutes a company secret in the meaning of art. 11 item 4 of the Suppression of Unfair Competition Act dated 16 April 1993.
- The Customer's employees are entitled to use the confidential information which constitute the Seller's secret exclusively to the extent necessary to perform their obligations properly. Any conveyance, disclosure or use of the information which constitutes the Seller's secret, which threatens or infringes his interest, constitutes an act of unfair competition in the meaning of the Suppression of Unfair Competition Act dated 16 April 1993 (Journal of Laws no. 47, item 211), consolidated text of 26.08.2003 (Journal of Laws no. 153, item 1503). Any coercion, extortion or dissemination of the information being the Seller's secret shall constitute a breach of secret.
- All third parties – including the Customer's employees – upon arrival at the Seller's premises shall familiarise themselves with and observe all relevant security procedures in force at the Seller's premises.
- Full text of the Information Security System procedures is available at the Seller's premises from the Information Security System Officer.

**XII. Final Provisions**

- The Seller is entitled to seek damages in excess of the value of the contractual penalties provided for herein.
- Relevant provisions of the Polish law shall apply to all matters not regulated herein or in other contracts concluded between the parties.
- In the event of a conflict between any of the provisions of these GCS and the law regulations, all other provisions and the entire document shall remain valid.
- Any and all disputes shall be resolved by the Polish common court of law competent for the Seller's registered office.
- These General Conditions of Sale shall enter into force on 15 February 2010.