

General Terms and Conditions of the Order Performance by Pack Art. sp. z o.o.

ORDER

1. An order shall be made in writing and include the company's name, the precise address, the scope of the order and the offer number presented by Pack Art.
2. The Customer declares that an individual placing the order on the Customer's behalf shall be authorized to represent him.
3. The Customer, by submitting graphic materials to perform the order, declares that he is entitled to possess any and all trademarks and they do not violate any rights of any third parties.
4. In the event of orders of significant amounts, Pack Art may demand an additional order confirmation from people authorized to represent the Customer in accordance with register documents.

OBJECT OF THE ORDER

5. Documents specifying technical parameters of the object of the order shall be as follows:
 - a. A "Product Data Sheet" specifying technical parameters signed by the Customer;
 - b. A graphic design approved by the Customer along with given printing colours;
 - c. A colour model made on the basis of source materials submitted by the Customer.
6. Due to technological reasons, Pack Art accepts a +/- 5% tolerance of the number of copies in comparison with the ordered number of copies, but no fewer than 100 pieces.
7. Due to technological reasons, Pack Art accepts a +/- 5 mm tolerance of dimensions of the ordered object in comparison with dimensions included in the Product Data Sheet. This tolerance refers to the height, width and depth.

ORDER PERFORMANCE

8. The only document confirming the order acceptance shall be the "Order Confirmation" document and "General Terms and Conditions of the Order Performance" issued by Pack Art.
9. Pack Art shall perform the object of the order only after:
 - a. signing and sending back the "Order Confirmation" by the Customer;
 - b. approving the graphic design in writing and accepting colour printouts;
 - c. signing the issued Product Data Sheet specifying parameters of the ordered product.
10. Pack Art shall reserve the right to reschedule the performance term, provided that the graphic design is approved or the product technological data sheet is confirmed within the term exceeding 3 business days of submitting it to the Customer.
11. Pack Art shall reserve the right to reschedule the performance term in cases of force majeure. The Customer shall be notified of rescheduling the term in writing.

PREPARATIONS TO PRINT

12. The "Order Confirmation" signed and sent back by the Customer shall be tantamount to ordering Pack Art to perform any and all graphic activities and preparations necessary to perform the object of the order.
13. Pack Art shall, upon written consent, reserve the right to calculate or increase the offer price for preparations to print in the event that submitted graphic materials are labour intensive or fail to assure that the order will be performed properly.

14. Pack Art shall, upon the Customer's consent, reserve the right to correct the graphic design and adjust it to its own production requirements.
15. Any auxiliary materials made by Pack Art such as production files, matrices, photopolymers, exposure files made in order to perform the order shall be owned by Pack Art and not be returned.
16. In the event that the Customer resigns from the order after performing graphic preparations and incurring production preparation costs by Pack Art, Pack Art shall be entitled to claim payment for activities performed and reimbursement of incurred costs in whole.
17. The costs reimbursement, as set forth in sec. 16, shall not exclude Pack Art's rights to claim damages on a general basis.

ADVERTISING OVERPRINT

18. Any advertising overprints are made in Pantone and HKS colour systems or in the CMYK process. Pack Art accepts colour norms to perform printing activities only in these systems.
19. The conformity of printing colours with colour models shall be only accepted for advertising overprints prior to operations improving the paper surface, that is prior to varnishing and laminating the paper.
20. Colours of the advertising overprints made on a finished product due to various parameters of the printing surface (kind of paper) and applied improvement operations (lamination or varnishing) may differ from colours included in the Pantone colour model.
21. The reference to the Pantone colour model shall be as follows:
 - a. For coated papers – C coated or M coated colour system
 - b. For uncoated matt papers – U uncoated colour system
22. Advertising overprints in Pantone or HKS systems are made with original paints with a specific colour proof and the only reference of the colour conformity is the certified colour proof of the paint supplier and the Pantone colour model.
23. In the event of providing the number of a paint colour, Pack Art shall not incur any liability for inconformity of colours with previous printouts or other colour models provided by the Customer.
24. Printing colours made by the Contractor determined on the basis of other source printing activities provided by the Customer (ready-made prints) may differ from the submitted colour model. In this case, for CMYK printouts there is accepted the digital proof approved by the Customer or the colour model for printouts made in Pantone or HKS systems.
25. Pack Art shall not incur any liability for any text and graphic mistakes in the advertising overprints in the case of the graphic design made in the electronic or paper form approved by the Customer.
26. In the case of performing activities in the CMYK system, the only colour model shall be the colour printout approved by the Customer and made by Pack Art on the basis of materials provided by the Customer.

PAYMENTS

27. Pack Art shall only postpone the payment term in the case of positive verification.
28. Pack Art shall reserve the right to impose penal interest on delayed payments in the amount of 12% annually. The payment date shall be the day of debiting Pack Art's bank account.

COMPLAINT

29. Within 14 days of the day of delivery the Customer shall be entitled to complain about:
 - a. the quantitative inconformity in accordance with the delivery document or the stock issue confirmation,
 - b. inconformity of the advertising overprint with the colour model.
30. Within 90 days of the delivery date the Customer shall be entitled to complain about hidden defects of the object of the order.

31. Each time the Customer shall be obliged to complain in writing not later than 7 days of the day when the Customer revealed or might reveal such defect. The Customer shall include the following data in the complaint notice: the order number (product reference number), the sale invoice number and a reason and the scope of the complaint.
32. By the time of investigating the complaint by Pack Art, the Customer shall be obliged to store and protect the object in a proper manner in order not to damage its initial properties.
33. In the event that Pack Art finds the complaint justified, the Customer may demand to decrease the price of the defective part of the order only.
34. In the event of the complaint, it shall be forbidden to resell the delivered object of the order until the complaint has been investigated. In the period of the complaint procedure, the object of the order shall be deemed to be deposited at the Customer's.
35. Pack Art. sp. z o.o. shall not incur any liability for any damage of parcels caused by forwarding and courier companies rendering transport services at the Customer's order.

FINAL PROVISIONS

36. Any documents and information pertaining to the order conformation and Product Data Sheet shall be kept in confidence and may not be disclosed to any third parties without the written consent of both Parties.
37. Kraft Basic, Kraft Plus and Kraft Classic trademarks are registered trademarks owned by Pack Art.
38. Any disputes between the Parties arising out of the Terms and Conditions shall be resolved under provisions of the Polish Civil Code. The Parties amicably agree that any possible disputes shall be settled by the court having jurisdiction over the registered office of Pack Art.
39. The General Terms and Conditions made in the Polish language and published on the website and made available upon each request of the Customer shall be effective and legally binding. Any discrepancies in translations made into other languages shall be reserved for the benefit of Pack Art sp. z o.o.

(General Terms and Conditions of the Order Performance in the Polish language)

Artur Rezulak

President of the Management Board
Pack Art. sp. z o.o.