



## GENERAL TERMS AND CONDITIONS OF COMMERCIAL COLLABORATION OF CAPIRA

### I. Scope of the Terms and Conditions/Entering into the Agreement

1. With reference to all and any transactions of sale and/or of the provision of services, agreements and offers in commercial dealing CAPIRA Sp. z o.o. Sp. k. (general partnership) (hereinbelow referred to as CAPIRA) is a Party thereto, these General Terms and Conditions of Commercial Collaboration (hereinbelow referred to as 'GT&C(of)CC') set forth hereinbelow in the version which may be in force at any given moment, including also the situation in which no explicit reference to these General Terms and Conditions is made by us in the future, shall solely be applicable. By placing an order, the Customer expresses their consent to apply these GT&C(of)CC with reference to any given orders, as well as with reference to all and any future orders that may be placed by the Customer with the CAPIRA company. Any other arrangements shall require a confirmation in a written form, or they shall be declared null and void.
2. The general terms and conditions of agreements or other templates of agreements applied by the Customer which are not in accordance with these GT&C(of)CC shall only be binding upon the Parties upon the condition that they have been accepted by the CAPIRA in a written form.
3. All and any changes in, and supplements to, these GT&C(of)CC shall have to be the subject-matter of agreement and be given a written form. Should no such agreements be entered into, a change in, or a supplement to, these GT&C(of)CC shall be binding upon the Customer if such a change in, or a supplement to, these GT&C(of)CC have been duly served upon the Customer in question, and the Customer has not terminated the Agreement in question within the earliest possible deadline; the term 'the earliest possible deadline' shall be taken to mean no more than 2 (*say: two*) *calendar days*.
4. An order should be placed in a written form with the application of an e-mail, and include the name of a company, the exact address of it, and also the TIN and NBRN of the company, the scope of an order, or the number of the offer which has been presented by the CAPIRA company.
5. CAPIRA hereby reserves itself the right to demand that, prior to entering into an agreement, currently-valid copies from appropriate registers, confirming the assignment of the TIN and NBRN, and also of the Articles of Incorporation, be submitted for the purpose of inspection. The required documents shall have to be submitted for the purpose of inspection simultaneously with placing the first order with the CAPIRA company by the Customer.
6. The person placing an order on behalf of the Customer shall declare that they have been conferred upon a power to place orders on behalf of the Customer. CAPIRA hereby reserves itself the right to demand the confirmation of an order by the persons authorised to represent the Customer in accordance with a copy from an appropriate register.
7. Placing an order by the Customer, and also confirming processing an order, shall usually require a written form. As far as the requirements set forth in these GT&C(of)CC are concerned, the term 'in a written form' shall be taken to mean as well a fax or electronic data interchange, for example, in the form of an e-mail if it is possible to conclusively identify the Party placing an order upon the basis of commonly-applicable standards.
8. As far as the illustrations, drawings, calculations, offers and other documents which may be made available by the CAPIRA company are concerned, the CAPIRA company hereby reserves itself the right of ownership and copyrights to them. The documents referred to hereinabove shall constitute the business secret of CAPIRA, and they may not be made available to any third persons without the prior consent of the CAPIRA company; such a consent shall have to be expressed in a written form, or it shall be declared null and void.
9. By providing graphic materials for the purpose of having an order processed, the Party placing an order declares *ipso facto* that they have been authorised to manage all and any provided trademarks, and that the trademarks in question do not violate any rights of any third persons, including, in particular, the copyrights and the rights to invention.
10. Should it occur that the confirmation of an order is not identical with the order itself in terms of the contents of the former document, the confirmation of an order shall be considered to be binding upon the Parties if the other of the two Parties has not expressed their objection thereto within 3 (*say: three*) *days* since the dispatch of the confirmation in question; such an objection shall have to be expressed in a written form, or it shall be declared null and void.
11. If services are provided with the application of materials with which the CAPIRA company has been entrusted, CAPIRA hereby agrees to accept the items in question for the purpose of storing them.
12. Taking under consideration the various parameters of the printing substrate which is constituted by paper (the kind of paper) as well as the applied performance operations (laminating or varnishing), the colours of an advertising overprint on the finished article may be slightly different from the colours contained in the colour chart of Pantone, and also from the digital colour proof.
13. CAPIRA makes advertising overprints with the application of the Pantone system or the CMYK system, with the application of original paints and with a determined colour sample, and the only point of reference for the purpose of determining colour compatibility shall be the certified sample of a paint supplier, and also the colour chart of Pantone. If the number of a paint is determined by the Customer, the CAPIRA company shall disclaim any responsibility for colour incompatibilities with the earlier printouts or another colour proof provided by the Customer.
14. If the work is performed with the application of the CMYK system, the only colour proof is the one prepared by the CAPIRA company (upon the basis of the materials provided by the Customer) and accepted by the Customer, or the colour proof provided by the Customer.
15. CAPIRA hereby disclaims any responsibility for errors in the text and graphic design in an advertising overprint if the graphic design has been accepted by the Customer in an electronic or a hard-copy version.

### II. Prices/Effectuation of Payment

1. Prices in commercial dealing are net prices, and value-added tax shall be added to them in every instance and at the rate applicable at any given moment. The calculation of the price shall solely include the release of the merchandise at the place of business of CAPIRA. The prices shall not include the costs of the dispatch and of transport (unless the calculation is based upon different provisions); nor shall they include the insurance of the merchandise. The calculation of the price and the

effectuation of the payment of it shall be in the Polish zlotys, or in the equivalent sum in a different foreign currency. Any additional costs connected with the effectuation of a payment in a different foreign currency shall have to be incurred by the Customer.

2. Due to technological considerations, CAPIRA reserves itself the right to permit deviations by 10 % between the number of copies ordered and the number of copies actually produced (impression).
3. Should the Customer cancel an order after it being confirmed by CAPIRA and after performing work connected with the graphical preparation, and also after incurring the costs connected with preparation of the production, CAPIRA shall have the right to:
  - demand the effectuation of payment for the work performed at the rate of 200.00 PLN for one working hour of the graphic studio,
  - demand the return of incurred financial outlays connected with the preparation of the production taken under consideration in the confirmation of an order,
  - claim and seek compensation in accordance with the generally-applicable legal regulations.
4. The prices indicated in the offer shall remain valid for the period of time not exceeding *1 (say: one) month* since serving the offer upon the Customer upon the condition that the data being the basis for determining the price remain unaltered.
5. Circumstances beyond the reasonable control of the CAPIRA and such as which occur after placing an order, and which have a significant and non-predictable influence upon the basis of the calculation of prices shall entitle the CAPIRA company to increase the prices previously agreed upon; however, such an increase may not exceed the limit justified by the occurrence of the circumstances referred to hereinabove. The provision in the previous sentence shall, in particular, be applicable to statutory changes, official ordinances etc. The prices increased in the circumstances being the subject-matter of this point shall be determined upon this same basis upon which the initially-agreed prices were determined, and gaining higher profits shall not be the purpose of the increase.
6. The sums resulting from calculations shall be due to be paid no later than on the maturity dates being in every instance the subject-matter of arrangements with the Customer unless explicit arrangements to the contrary have been made by the Parties.
7. CAPIRA shall issue a VAT-invoice no later than *7 (say: seven) days* since the date of the release of the merchandise in the entirety of the part of it.
8. The sums resulting from the effectuation of the payment to the CAPIRA company shall not be deductible without the prior consent of the CAPIRA company, expressed in a written form. The Parties hereby exclude the possibility of a statutory deduction in accordance with the provisions set forth in Article 498, Paragraph 1, of the Civil Code.
9. Should the payment be effectuated after the maturity date of it, the penal interest at the highest permitted rate shall be calculated. The CAPIRA company hereby reserves itself the right to claim and seek further compensations pursuant to the delay, and also to use the payment effectuated to cover the penal interest to be paid prior to settling any other financial liabilities.
10. CAPIRA hereby reserves itself the right to demand an advance payment of the part of the entire sum prior to the release of the merchandise.

### III. Release of the merchandise

1. The deadlines of the release of the merchandise which have been agreed upon shall require the confirmation of processing an order in a written form by the CAPIRA company.
2. The deadline of the release of the merchandise which has been agreed upon shall be considered to be kept if, prior to the deadline in question, the ordered merchandise has been released to the Customer. The term 'the release of the merchandise' shall be taken to include forwarding the merchandise to the person appointed for the purpose of collecting the merchandise in question, or, alternatively, placing the merchandise at the disposal of the Customer after advising them on that fact in connection with passing the deadline of processing an order. All the risk of damage to, or the loss of the merchandise, shall be transferred upon the Customer at the moment of the release of the merchandise, or when the Customer is in arrears as far as the collection of the merchandise in question is concerned.
3. The Customer is hereby obliged to collect the merchandise from the place of business of the Selling Party on the day indicated on the confirmation of the deadline of processing an order. If CAPIRA is unable to meet its contractual responsibilities due to the circumstances caused by Force Majeure and impossible to have been predicted at the moment of entering into an agreement such as: conflicts between an employer and employees, industrial actions, unpredictable disturbances to the operation of a facility or an unavoidable decrease in resource supply, or such as are resulting from other circumstances of a similar kind, which were beyond the reasonable control of CAPIRA, CAPIRA shall hereby be exempt from the obligation to provide services for the period of time for which a disturbance in question shall persist. The deadlines which were agreed upon shall in such a case be extended by the addition of the period of time the duration of which is equal to the duration of the period of a disturbance. Should the circumstances which are referred to above have occurred, the compensation claims of the Customers shall be exempt. For the period of time of a disturbance, the responsibilities of the Customer which are referred to in the Agreement in question shall be suspended as well. CAPIRA shall be obliged to, immediately, and no later than on *7<sup>th</sup> (say: seventh) day*, advise the Customer on the occurrence of the circumstances caused by Force Majeure and the end of them in accordance with the definition of it such as is set forth in this provision.
4. If the release of the merchandise is delayed due to the circumstances caused by the action(s) or negligence of the Customer, the Customer shall be obliged to return the CAPIRA company all and any additional costs which may be caused by the actions or negligence in question.
5. If the Customer rejects to collect the merchandise within the deadline in spite of the fact that they are obliged to do so, the Customer shall pay the CAPIRA company a contractual penalty at the sum of 5% of the net sum of an order. In such a case, the CAPIRA company hereby reserves itself the right to claim and seek further compensation, which means such as is exceeding the sum of the contractual penalty in question. The stipulation included hereinabove shall not preclude the claims of the CAPIRA company relevant to the payment for the work actually performed.

6. The Customer shall bear the risk of the payment of the price also in a situation in which the merchandise actually purchased has been lost after the moment at which it was released to the Customer. This same provision shall be applicable to the situation of the Customer being in arrears as far as the collection of the merchandise in question is concerned.
7. CAPIRA may undertake to organise the transport of the merchandise to the place indicated by the Customer solely by means of individual arrangements set forth on the confirmation of an order. All and any risks connected with damage to, or the loss of, the merchandise, and also the costs connected with the transport of the merchandise, shall be incurred by the Customer.
8. At the request of the Customer, CAPIRA may insure the merchandise against theft or destruction, and also against damage caused by transport, fire and water, as well as against other kinds of risks included within the scope of insurance. The costs of the insurance shall be incurred by the Customer.
9. The release of the merchandise in installments is acceptable as far as a consent to that shall be expressed by the Customer.

#### **IV. Retention of the Ownership of the Sold Property**

1. CAPIRA hereby reserves itself the right of the ownership of the merchandise being the subject of the delivery until the moment at which all the payments resulting from commercial relationships with the Customer have been received. That provision shall include the current state of financial liabilities.
2. If the Customer violates the contractual regulations, in particular, such as relevant to being in arrears as far as the effectuation of payment is concerned, CAPIRA shall have the right to take the merchandise being the subject of the Agreement in question back from the Customer. If the situation referred to hereinabove should have occurred, the Customer shall be obliged to release the merchandise being the subject of the Agreement in question. The demand to release the merchandise being the subject of the Agreement in question by the CAPIRA company shall not be equivalent to contracting out of an agreement, unless a declaration to that effect is submitted by CAPIRA in a written form, and the contents of that are explicit. The attachment of the merchandise being the subject matter of the Agreement in question shall always be connected with contracting out of an agreement. In the case of the attachment, or other interventions of any third persons, the Customer shall be obliged to immediately advise the CAPIRA company on that fact, so as make it possible for the latter to institute legal proceedings in accordance with Article 841 of the Code of the Civil Procedure. If no third persons are able to return the CAPIRA company of the court expenses, and other expenses, connected with the legal proceedings instituted in accordance with Article 841 of the Code of the Civil Procedure, the Customer shall be responsible in relation to the CAPIRA company for financial liabilities which were not recovered in accordance with responsibility in accordance with the risk principle such as is set forth in Article 473, Paragraph 1, of the Code of the Civil Procedure.
3. The Customer shall have the right to resell the merchandise being the subject of the delivery in the course of normal commercial activity; the Customer shall assign to the CAPIRA company as soon as at the moment, or at the moment of reselling, all and any claims at the amount equal to the final sum stated on the invoice (including value-added tax), which shall arise as the result of further reselling as due to be paid to the Customer from the recipients or from third persons; that provision shall remain valid regardless of the fact whether the merchandise being the subject of the delivery has been resold without a consent of the CAPIRA company, or without the consent of any third persons, and also regardless of the fact whether any previous arrangements in connection with reselling were made. The Customer is hereby entitled to recover the financial liabilities after it has been assigned as well. CAPIRA shall have the right to recover the financial liability on their own, however, it hereby undertakes to refrain from recovering the financial liability in question on its own for the period of time until the moment at which the Customer ceases to properly meet their responsibilities within the scope of the effectuation of payments, or starts to be in arrears as far as the payments in question are concerned. In the case which is referred to hereinabove, CAPIRA may demand that the Customer disclose the assigned financial liabilities and the involved debtors, that the Customer provide all the data indispensable for the purpose of recovering the financial liabilities, release the documents connected with the assignment, and advise the debtors (third persons) on the assignment of the financial liabilities in question.
4. If the merchandise being the subject of the delivery has been permanently combined, or mixed, with the items not constituting the property of the CAPIRA company, CAPIRA shall acquire the right of the joint ownership of a new item in the proportion appropriate to the value of the merchandise being the subject of the delivery to the remaining combined, or mixed, items at the moment of combining, or mixing, of the latter items.
5. The Customer shall have the right to claim the transfer of the property being the subject of the reservation if the sum of the security exceeds 110% of the market value of the items in relation to which CAPIRA has reserved itself the right of ownership.

#### **V. Rights of the Customer in the Case of Defects**

1. The Customer is hereby obliged to check the collected merchandise in the aspect of the defectiveness of it. Defects shall have to be the subject of notification no later than on 7<sup>th</sup> (say: seventh) day since the collection of the merchandise, whereas concealed defects shall have to be the subject of notification of the CAPIRA company immediately, however, no later than on 7<sup>th</sup> (say: seventh) day since the day on which they are disclosed. The responsibility of the CAPIRA company for the defects being the subject of notification after the deadline referred to hereinabove is hereby excluded. The restriction referred to hereinabove is hereby excluded. The restrictions referred to hereinabove and relevant to the guarantee shall not be applicable to transactions performed with the consumers.
2. On a complaint form, the following information shall have to be provided: the number of an order, the number of a sales invoice, and also the reason for which a complaint is being submitted.
3. The notification of defects shall have to be dispatched in the form of a registered letter to the place of business of CAPIRA, or with the application of e-mail, to the following address: [biuro@CAPIRA.pl](mailto:biuro@CAPIRA.pl).
4. If the defect of the delivered merchandise is the subject of the notification within the appropriate deadline, CAPIRA shall have the right to select between an alternative delivery and removing the defect in question. If a repair is found to be impossible, or if it is found that it has not been successful, the Customer shall have the right to demand the reduction in price, or to contract out of an agreement.



5. The Customer ought to make it possible for the Selling Party to conduct any possible necessary repair work. If the Customer procrastinates making a decision relevant to the activities referred to hereinabove, CAPIRA shall not bear any further responsibility for the harm caused in relation to the circumstances in question.
6. CAPIRA may enter, in a written form, into a separate agreement with the Customer, relevant to the provision of warranty services issuing a document of warranty.
7. Defects in the part of the ordered merchandise shall not entitle the Customer to refuse to collect the entire ordered batch of the merchandise unless the partial performance of the Agreement in question would make no business sense for the Customer in connection with the qualities of the responsibility in question.
8. A complaint may not encompass small differences relevant to templates, designs and originals in all production processes. The same restriction shall be applicable to comparisons between templates (for example, digital and overprints) and the finished product. Responsibility for defects which do not exert any influence upon the value, nor restrict the functional qualities, or exert an insignificant influence upon them, is hereby excluded.
9. The Contractor shall be responsible for incompatibilities and deviations from the technical parameters of the material being applied. The responsibility of the Contractor shall only reach the level of the value of an order. CAPIRA shall be responsible for damage resulting from the defects of items only if the defects in question were caused by the deliberate and gross failure to meet responsibilities for the part of the CAPIRA company, the statutory representative of it, or a person who was entrusted with the execution of the responsibility in question. Responsibility on the risk principle is hereby excluded.
10. If CAPIRA has taken over the warranty for certain properties of the items being sold for a determined period of time, sections 2, 3 and 6 shall not be applicable. The claims of the Customer are set forth in the document of warranty.
11. Materials provided by the Customer, or by third persons (including personal data, or information on a data storage medium), shall not have to be controlled by the CAPIRA company. The provision set forth in the previous sentence shall not be applicable to data which are obviously useless for the purposes of taking advantage of them, or such as are illegible. Prior to the dispatch of data, the Customer shall be obliged to check the data in question with the application of an appropriate and currently acceptable anti-virus software. It is only and solely the Customer that shall be obliged to check the data. CAPIRA shall have the right to copy data to meet the needs of processing an order.

#### **VI. Exemption from and Restriction of Responsibility**

1. Compensation claims, in particular such as pursuant to the fault at the moment of entering into the Agreement in question, or violating the contractual or statutory responsibilities, may be the subject-matter of claims for the part of the Customer only when the harm was caused as the result of gross negligence, a failure to fulfill their responsibilities for the part of the CAPIRA company, the statutory representative of it, or by the persons who were entrusted with the execution of the task.
2. Claims resulting from regulations relevant to responsibility for harm caused by a dangerous product, and also for actions not permitted by relevant legal regulations, are not altered by the provisions contained herein.

#### **VII. Contracting out of the Agreement**

1. If the Customer is in arrears as far as the effectuation of the payment of the price of delivered part of sold merchandise is concerned, or, if, due to the financial situation of the Customer, it is not certain whether the payment of the price for the merchandise which is to be delivered in the further course shall be effectuated within the contractual deadline, CAPIRA may discontinue the delivery of further parts of the merchandise, determining for the Customer the appropriate deadline of securing financial means needed to effectuate the payment in question, and, if the deadline in question expired ineffectively, CAPIRA shall have the right to contract out of the Agreement in question.
2. As far as the remaining scope of the subject-matter of the Agreement in question is concerned, the rights of the CAPIRA company and the Customer to contract out of the Agreement in question shall be governed by relevant legal regulations.

#### **VIII. Place of the Performance of the Agreement/Choice of Law/Jurisdiction of a Court of Law**

1. With reference to the contractual relationships between the Parties hereto, the regulations of the UN Convention on Contracts for the International Sale of Goods are hereby exempt, and the relevant regulations of Polish law, in particular, these of the Civil Code, shall solely be applicable.
2. The place of the performance of the Agreement shall be the place of business of the CAPIRA company.
3. The court of law competent for the purpose of adjudication in all and any disputes that may arise from the contractual relationships is the court of law the jurisdiction of which includes the place of business of the CAPIRA company.

#### **IX. Partial Invalidity of these GT&C(of)CC**

If any separate provisions of these GT&C(of)CC become invalid, regardless of the cause of that, the remaining provisions of these GT&C(of)CC shall remain valid. The invalid provisions shall be replaced with new provisions which is closest in terms of its purpose to the initial purpose of the Agreement entered into by the Parties.