



REGULATIONS

PRINT 44

- I. The cooperation conditions between Trans-Mar Katarzyna Marciniak, ul. Poznańska 31, 64-100 Leszno, Poland, NIP (VAT No.) PL 6970007112, owner of the 'Drukarnia Leszno' brand (drukarnia.leszno.pl, e-mail biuro@drukarnia.leszno.pl, telephone number 65 520 24 43), Print44 (print44.eu and print44.pl), and the Client

Determining the conditions of cooperation between the Contractor (Printing House) and the Ordering Party (Client) relating to acceptance and execution of an order, its shipment, payment and complaints relating thereto.

II. Placing an order

1. Orders are accepted in electronic format (e-mail, fax). Submitting an order is equal to the Client's awareness that the order is connected with an obligation of payment.
2. The order will be forwarded to production upon the Client's approval in the following format: approval of a sample print, approval of a file ready for print or any other format (electronically by e-mail, by fax or in writing).
3. The files should be sent together with the order content as an e-mail attachment or via dedicated means (email software, wetransfer.com or FTP. In the case of an ftp transfer, the access data has to be provided).
4. Prior to executing the first order the Client is obliged to submit company registration documents (VAT number) or the personal details of a natural person.
5. The Contractor reserves the right to refuse the execution of the order if its content is against the law, violates personal or religious rights of third parties.
6. The Contractor will not be responsible for the materials provided by the Client, especially when defects, shortages or other damage of the materials are discovered during the production process.

III. Files

1. The files must be prepared according to the Specification of File Preparation available on the Publishing House website.
2. The components required to execute graphical projects are subject to the conditions specified in the file specification.
3. The files will be approved by the Contractor prior to starting order execution, which will allow to limit errors.
4. There is a possibility of preparing a sample print in whole or in part of the executed project.
5. Upon executing the order, the files will be removed from the server after 30 days. This does not apply to cyclic or continuous orders.
6. The Contractor shall not be liable for any colour departures of the printed products if the file was accepted beforehand and if a colour chart (colour template) was not provided: digital Cromalin/proof. Colour departures are allowed in compliance with the applied printing technology and the quality of used material. Such departures shall not be considered to be product defects.

IV. Order execution

1. The order completion date will be specified by the Contractor at the point of confirming the order.
2. The order processing time starts at the point of approving files via by e-mail, upon receiving a payment for the order credited to the bank account of the Printing House.
3. The products are packaged into a box, banners are folded into squares, foil is rolled onto a tube and secured for transport (paper or stretch film). Upon request of the Client, we can adjust the form of packaging to the needs of a given order. Additional fees will apply.
4. The Contractor is obliged to provide defect-free goods. The Contractor shall not be liable for damage, defects or loss of shipment by the carrier or for transport delays.
5. Upon a confirmation, the Client will be informed about the possibility of supplying the goods by a carrier



(the time and price for the services as well as the total price for products and shipping). It is also possible to collect the order in person at the seat of the Contractor.

6. In the case of a force majeure event occurring in the course of executing the order or during its shipment (technical failures, adverse weather conditions) the Contractor will not be liable for delays in order execution. The Client will be informed about the occurrence of the above circumstances and a new feasible date of order execution will be agreed.
7. The contract is considered to have been executed at the point of the Client collecting the goods.

V. Complaints

1. Within 7 days from receiving the products, the Client may submit complaints while attaching the damage documentation. Such documentation should include a description of the damage and a few photos of the defect.
2. Complaints will be processed within 14 days from the date of receipt of their notification. The Printing House will make best efforts in order to process such complaints within 24 hours.
3. Complaints will be processed on the basis of an order, submitted against an order confirmation form (file or sample print).
4. If the Client makes a complaint relating to a part of the order or the product is composed of a number of parts, only the damaged batch or fragment of the product is subject to the complaint.
5. The complaint shall not release the Client from making a full payment for the ordered goods.
6. If the complaint is accepted the Contractor will provide defect-free goods or will reduce the price of the defective product.
7. Complaints resulting from the following will not be accepted:
 - a. Failure to provide a file which is compliant with the specification (especially open files or files designed using other colour schemes than CMYK).
 - b. If a Cromalin or PANTONE colour chart was not attached to the order
8. If the Client is an entrepreneur, they will lose the rights specified in this item if the goods are not inspected immediately upon their delivery, or if any discovered defects are not notified immediately.

VI. Payment terms

1. The price for preparing the product will be specified during order confirmation.
2. The price may be changed only under these terms and conditions or in the case of adding new services, of which the Client will be immediately notified.
3. The Printing House will start to execute the order once the payment for the order is credited to its bank account. The Printing House allows the possibility of granting a trade credit on special terms.
4. A VAT invoice or a receipt constitutes the payment document. The VAT invoice will be sent by e-mail (in a PDF format) to the indicated address, whereas the receipt will be sent as a hard copy to the Client's mailing address.
5. If the invoice is not paid within the indicated deadline, the Contractor will have the right to apply statutory interest for delay.
6. If the Client is overdue with the payment, the Contractor may withhold, delay or refuse to execute any further orders.
7. Overdue payments are subject to debt collection.

VII. The right to withdraw from the contract concluded remotely or outside the company's office

1. The provisions of this item apply to Clients who are consumers.
2. Pursuant to the Act of 30 May 2014 on consumers' rights, a consumer who concludes an agreement remotely or outside the company's office, may withdraw from such an agreement without specifying the reason within 14 days from the date of delivering the goods to the consumer. A declaration on withdrawing from an agreement concluded remotely may be submitted using the specimen of an agreement withdrawal document, constituting Attachment No. 2 to the above-mentioned Act on Consumers' Rights.



3. If the consumer withdraws from an agreement concluded remotely, such an agreement will be considered to not have been concluded and the provisions of the Parties will be subject to being returned with the reservation that if the consumer selected a delivery method of goods other than regular and cheapest method offered by the Contractor, the Contractor will only make a refund of the delivery costs to the amount equal to the cheapest regular method of delivery.
4. The direct costs of returning the goods (especially the costs of packaging and delivery of the goods of the Contractor) will be incurred by the Client.
5. Pursuant to Art. 33 of the above Act on Consumers' Rights, it is impossible to withdraw from some agreements concluded remotely on the basis of the above Act. This relates in particular to such agreements covering a non-prefabricated item, manufactured according to the specifications of the consumer, or which will be used to satisfy the consumer's individualised needs. Due to the specifics of the goods offered by the Contractor, it is not possible to withdraw from the agreements concluded with the Contractor, based on the above-mentioned regulations.

VIII. Copyright

1. Acceptance of these terms and conditions is equal to a declaration on possessing copyrights (including the license) to all materials supplied by the Client.
2. If third party copyrights are violated, the Printing House will not be liable and any complaints resulting from the above will be acquired by the Client.
3. The graphic projects prepared by the Printing House are its property and are covered by copyright. They cannot be provided to third parties without a consent of the Printing House.

IX. Personal data protection

1. The Contractor is the Administrator of the Personal Data of the Clients.
2. The Contractor will process personal data of its Clients pursuant to Art. 23 item 1, points 3) and 5) of the Personal Data Protection Act of 29 August 1997.
3. The personal data of Clients is collected in order to execute contracts with the Clients, in particular for the purpose of issuing a VAT invoice, delivering the products to the Clients and to resolve any claims.
4. The personal data of Clients may be provided to third parties delivering products to the Clients.
5. The Client has the right to access their personal data, its correction and to request the data administrator to cease the processing of such data.
6. Providing personal data by the Clients is voluntary but required in order to execute orders.

X. Final provisions

1. In matters not regulated herein, the applicable provisions of the Polish Civil Code shall be in force.
2. In the case of any disputes with the Contractor, the Client being a consumer, may benefit from out-of-court methods of processing complaints and resolving claims; this particularly covers the right to apply to the Local Consumer Advocate.
3. Any disputes between the Contractor and the Client, being an entrepreneur, will be resolved by a court with jurisdiction over the seat of the Printing House
4. A 'business day' means any day from Monday through Friday, unless such a day is a bank holiday.

