

Contract, delivery and payment terms.

1. Range of obligation

- 1.1** The terms mentioned below replace all other verbal or written delivery, payment, warranty and liability Omnidruk conditions and they refer to contractors with whom any other contracts have been made.

2. The offer and entering into the contract

- 2.1** If the customer 's credibility are in doubt , Omnidruk has the right to demand prepayment or other finance collateral surety or renounce an order even after accepting it.
- 2.2** The order is valid after written confirmation it. Verbal settlements of the Omnidruk employees need official acceptance..
- 2.3** The customer (orderer) can be charged an expense, as result of further changes in order, caused among others by the stoppage of machines. As the further changes are taken into consideration also repeats of the proof prints required by the customer due to any insignificant discrepancy of entrusted materials.

3. Forms, projects, models and its costs.

- 3.1** The trial reprints or similar works can be included in the price although the order won't be received.
- 3.2** The material and CDs sent by the customer which are used to produce ordered goods will be left in Omnidruk and they will not be returned or handed over to the third party.
- 3.3** The projects, materials for printing stay also Omnidruk's property and they can't be handed over to the third party without its permission. The projects are protected by law.
- 3.4** The files don't have to be stored in archives and also we aren't obliged to inform the customer about their destruction.
- 3.5** After printing we don't take the responsibility for the prints which aren't received back by the customer in a 3 weeks time.
- 3.6** The prints are done by the support of the details given by the customer. We aren't obliged to estimate its regularity and purpose (usefulness). If the trial prints are needed their production costs may be included to the invoice.

- 3.7** The customer is obliged to exclude Omnidruk from every possibly cases relating to claiming a right to indemnity breaking the laws of the third party and also exclude us from responsibility of the contents of the prints. Every responsibility for the contents lays on the customer.
- 3.8** If the customer gives Omnidruk the material for the production what will create the claming from the third party-the customer is forced to exclude Omnidruk from the damage cases including the third party.
- 3.9** The customer has the obligation to look through the trial prints to find the mistakes in the compositions and other transgressions. Omnidruk does not take the responsibility for the customer's oversight.
- 3.10** The changes made by the phone need writing confirmations. Omnidruk isn't obligated to send the customer trial prints in case of small editions or prints on the manuscript laws. Omnidruk doesn't take the responsibility for deviations from wanted colors by the customer if we don't get color samples or its numbers (for example in Pantone scale, RAL).

4. Delivery dates, moving of the delivery dates, impossibility of delivery.

- 4.1** Information about delivery dates and other data connected with the files and production gives our Customer Service Office Omnidruk phone: (42) 6531373, 6121341 to 47.
- 4.2** Realization time of the orders begins from the day of explaining all the order details, and delivery of needed materials. Delivery date will be longer if the customer is late with his obligations or if he changes range of the order.
- 4.3** Realization time will be longer in case of obstructions in force majeure because of circumstances outside our control which came out after undersigning. We inform the customer about this kind of obstructions and its retirement immediately. The customer can demand our explanations if we want to back out from the contract or if we can fulfill the delivery on the definite time. The customer can renounce from the contract in case of our delay of giving explanations. Claims for the damages in that case are excluded.
- 4.4** Damages for the delay caused by us can't be over 10% of the value of the unexecuted order in due time.

5. Shipping and taking over the risk.

- 5.1** We realize goods shipping and its insurance for the transport time only on clear customer's wish and on his cost.
- 5.2** If the goods shipping delays due to customer's wish or fault the storage of the goods is on the customer's risk and costs. In that case information about delivery readiness is

equal delivery.

- 5.3** The risk of the accidentally lost of goods takes over the customer in the moment of giving out the goods to the forwarder or transport agent. The customer can choose the forwarding company and transport agent.

6. Prices – payment

- 6.1** Prices in the price list don't include delivery costs, finish cutting and tax VAT.
- 6.2** In case of payments delay we count interests which are specified in the contract.
- 6.3** If the customer delays in payments of the previous order or in the prepayment – we can stop or cut the realization of the order or refuse giving out the goods.

7. Complaints because of faults or bad quality and warranty

- 7.1** The customer as soon as he gets the goods checks the quantity, faults/rejections, characteristics/ quality and guaranteed proprieties. Obvious faults have to be complained in written at Omnidruk by one week.
- 7.2** The customer has to render complained goods to Omnidruk's worker to confirm the fault or after our request to send them on Omnidruk's costs to its house.
- 7.3** In case of accepted complaints Omnidruk can lower the price or deliver goods free of faults.
- 7.4** In case of getting damaged parcel the customer has to make a damage record – undersigned by the transport agent. Without this document the customer can't effective claim for indemnity.
- 7.5** For lack of any piece of the delivered goods the customer has no right to claim the whole shipment.
- 7.6** In case of color reproductions in every type of prints – the slight deviations from the original give no reason for claim. The same refers to comparing copy proofs with print issues.
- 7.7** In case of prints on the given material – we don't take the responsibility for final result.
- 7.8.** Omnidruk General Partnership guaranties that the prints can be used during 12 months, being the media advertising , according to accepted standard concerning resistance against sunlight and atmospheric conditions (except for winds in case of guarantee for banners) , excepting normal using and mechanical failures, it will keep attractive look, which advertisements require with initial quality, permanent color, and picture expressiveness.

7.9. Omnidruk refunds the costs of prints which don't comply with conditions given in this warranty, according to damages schedule i.e. 1/12 for every month under the period which the guaranty foresees.

8. General limitations of civil liability.

8.1. The customer is liable if realization of his order infringes the rights of the third parts . The customer releases the contractor from the duty of infringing these rights.

8.2. We don't take the responsibility for defective materials or services made in third plants, as far as it is proved that the duty of accuracy in choosing the right supplier.

9. Place of performance, proper law and court.

9.1. Place of delivery and payment is seat of Omnidruk. The only court for all disputes aroused between parties is Regional Court in Łódź.