

GENERAL SALES CONDITIONS

Unilogo Sp. z o.o. Sp. komandytowa

I. General provisions

1. These General Sales Conditions (hereinafter referred to as: GSC) are established by **Unilogo Sp. z o.o. Sp. komandytowa**, with its registered office in Piaseczno (postal code: 05-500), ul. Julianowska 45, entered into the registry of entrepreneurs of the District Court of Warsaw, 12th Commercial Division of the National Court Register, with a company registration number (KRS): 0000355571, share capital: PLN 1 010 000, Tax Identification Number (NIP) 521-356-51-83, Statistical Identification Number (REGON): 142384766, hereinafter referred to as „**Unilogo**”.
2. THE GSC's are applicable to and constitute a part of each order (hereinafter referred to as „**Order**”) concluded between Unilogo and a client being an entrepreneur or acting in the framework of his/her professional activity (hereinafter referred to as: „**Client**”) for performance of the printing work, in particular: printouts of stickers/labels, in accordance with ready designs delivered by clients (hereinafter referred to as: „**Work**”), unless the Parties exclude them in a given case.
3. Unilogo and the Client together are hereinafter referred to as „**Parties**”, and separately as „**Party**”.

II. Order

1. An Order on a given Work is concluded by and between Unilogo and the Client in writing or by electronic means (via e-mail). In particular, a conclusion of an Order can take place on the basis of the Client's query and the offer prepared by Unilogo in replay. Contents of the Order are prepared by Unilogo or by a Client after the Parties agree on all the important conditions of execution of the Order, including an ordered work, with its technical specification, number of items, Unilogo's remuneration, delivery and potential additional requirements concerning the Work. Client's query or the Order may be placed in writing or sent to Unilogo's e-mail address: **zamowienia@unilogo.com.pl**. The Order is concluded:
 - 1) via e-mail – through exchange of e-mails between the Parties, in which it had been explicitly stated that the Order of a given content had been placed by the Client and had been accepted for execution by Unilogo (upon the delivery of an e-mail from the second Party with an acceptance of the contents of the Order sent by the second Party) or
 - 2) in writing – id both Parties place signatures under the Order form (upon signing the document by the last Party).
2. Pending confirmation of acceptance of the Order, Unilogo can refuse to execute the Order without giving their reasons, informing the Client about the refusal. Unilogo is not responsible for taking any actions resulting from the Order until it is concluded. To avoid doubts, it is deemed that lack of response from Unilogo does not constitute a “silent” acceptance and conclusion of the Order, notwithstanding former cooperation of the Parties.

3. The Order is executed on the basis of graphic designs and data provided by the Client. The graphic designs have to comply with the requirements stated in an **Appendix No 1** to the GSC.
4. The Client declares and guarantees that he/she has all the rights (, including copyright, related rights, and neighbouring rights, trademark protection rights and any other industrial property laws to the graphic designs and the data they will make available for Unilogo (or that they will possess them no later than at the moment of disclosure) for them to be able to realise the Order and that Unilogo's realisation of the graphic designs and data during the execution of the Order shall not constitute an infringement of legal provisions in force and that it shall not infringe any rights of third parties.
5. Unilogo makes its every effort to execute every Order within 5 (five) working days from the day of the Order conclusion, provided that they receive the graphic designs and data mentioned in clause 3 above and the confirmation of bank transfer, if the Order is pre-paid, with consideration of the clause 6 below and with the reservation that in particular, reasonable cases the date of execution can be elongated. Unilogo shall inform the Client about a change in the date of execution in writing or by e-mail.
6. Before producing a final version of the ordered Work, at Client's request, without additional costs, Unilogo prepares a proof printout of the Work and sends it to the Client for acceptance of colours. At explicit request, Client can also receive a sample of a target material in a form of a material sheet to perform trials and for his/her acceptance. Unilogo prepares proof versions within 3 (three) working days from the date of the conclusion of the Order, provided that they receive graphic designs and data mentioned in clause 3. above. If the proof version of the work is to be prepared, the date of Work execution indicated in clause 5 is counted from the date of Client's acceptance of a given proof version. If the Client resigns from a proof version of the Work, production of a final version of the Work by Unilogo starts immediately on the basis of graphic designs mentioned in the clause 3 above, provided by the Client.
7. Handing out of the Work takes place in Unilogo's registered office. The Parties may agree in the order that the Work shall be sent by Unilogo to the address given by the Client, at his/her own cost and risk. The Client, while accepting the Work, is required to check its compliance with the Order in terms of quantity and quality. Any reservations shall be reported instantly during the handing over and be confirmed in writing by the person handing the Work over (e.g. an Unilogo employee, courier etc.). Any complaints concerning faults or lack in quantity made by the Clients after a receipt of the Work without any reservations shall not be taken into consideration. The exception are the damages of the Work that are impossible to be noticed during handing over. The complaint procedure constitutes an **Appendix No 2** to the GSC.
8. If the order is executed partially by Unilogo, i.e. if not all the ordered items are prepared (non-reimpressions), the Client is entitled to:
 - a) resign from the remaining part of the order that had not been executed in time (partial exemption) or
 - b) to receive the non-executed part of the Order on the other date agreed by both Parties.

In the case described in letter a) above, the Client shall pay for the executed part of the Order. The non-execution by Unilogo of the part of the Order shall not constitute a basis for exemption from the Order, even if the partial execution is of no use for the Client, considering their indented

goal that had been known to Unilogo before their acceptance of the Order for execution.

III. Payments

1. The Client commits him- or herself to pay the remuneration for the ordered Work stated in the Order, on the basis of a VAT invoice issued by Unilogo, by bank transfer to the bank account of Unilogo indicated on the VAT invoice. Unilogo reserves that the 3 (three) first Orders from a given Client, and the next ones – depending on the decision of the Ordering Party, based on the current cooperation with the Client – are realised after the Client's payment of an advance for remuneration amounting to 100% of remuneration (pre-payment) – in such case Unilogo is not obliged to start execution of the Order before they receive the advance from the Client.
2. The Work belongs to Unilogo until Unilogo receives a complete remuneration for its execution (reservation of title). The Client is responsible for accidental loss or damage to the Work upon its handing over to the Client, the person authorised by the Client or to the courier, on terms indicated in item II, clause 7, sentence one and two of the GSC.

IV. Liability

1. Unilogo is responsible for execution of the Work in accordance with the arrangements of the Order, including technical specification and with the graphic design provided by the Client.
2. Unilogo is not to be held responsible for usability of the Work for the purpose intended by the Client as well as for the aesthetical result or coloristic result of the Work that differs from Client's expectations. In particular, Unilogo is not obliged to check whether the ordered labels will be appropriate for the packages on which they are to be placed, whether the material for the labels (e.g. type of glue) accepted by the Client, colours or printing technology are appropriate for a certain package (e.g. whether or not the labels will stick to the package properly).
3. Unilogo is not responsible for the damages to the Client's products resulting from using the Work by the Client (e.g. damage of Client's packages labelled with the labels produced by Unilogo), unless the damage results from undue execution of the Order by Unilogo.
4. If the Order is not executed or is unduly executed by Unilogo, Unilogo is responsible only for actual damages for the Client and a total liability of Unilogo towards the Client is limited only to the amount of remuneration agreed on for the given Order.
5. Unilogo is not to be held responsible for the contents of the Work, including the content of the graphic designs and data provided by the Client. If the Work executed on the basis of provided graphic designs and data infringes legal provisions or rights of third parties and the third parties place any claims towards Unilogo related to the infringement, the Client commits his- or herself to release Unilogo from liability towards the third parties, resulting from infringement of their rights or legal provisions.
6. If, in Unilogo's opinion, the execution of the Order constitutes an infringement of legal provisions or rights of third parties and the Client still wishes the order to be executed, regardless Unilogo's information about it, the Client, beside releasing Unilogo from liability towards the third parties that is mentioned in clause 6 above – resigns from all the claims resulting from Unilogo's execution of the Order towards Unilogo. Client's commitment that had been mentioned above is

still in operation notwithstanding the termination or expiration of the Order. Regardless the above, Unilogo is also entitled to refuse to realise such an Order and in such case, they are not liable towards the Client for non-execution or undue execution of the Order.

7. Unilogo's liability on a warranty is limited only to material faults the Client is obliged to report to Unilogo within 7 days from noticing the fault, with a restriction from item II clause 6 of GSC, and the liability on a warranty for the faults in a Work expires no later than after 3 (three) months from handing over of the Work.

V. Confidentiality

1. The Parties mutually agree that the information concerning cooperation between the Parties, in particular those concerning the ordering conditions and all the information and data that not had been published by the Parties and that the second Party possessed as a result of conclusion of the Order, during or at the time of cooperation, regardless the form of their fixation or transferring, including the ones not marked as confidential or the ones conveyed orally, in particular all the economic, legal, financial, organisational, technical or technological data of the Parties, constitute confidential information (hereinafter referred to as: **"Confidential information"**). Confidential information shall not be disclosed by any Party without a written consent of a second Party to any third parties, excluding Parties' employee's, their attorneys, solicitors and counsellors as well as any other people who need the Confidential information to execute the provisions of the Agreement and excluding the cases in which the disclosure of Confidential Information is required by the legal provisions.
2. Limitations and responsibilities indicated in clause 1 above are binding for the Parties during the period of execution of the Order and within 5 (five) years from its execution.

VI. Validity

1. The GSC enter into force on 10 November 2016 and replace all the current GSC. The following GSC are applicable to all the Orders concluded after their entry into operation.
2. The GSC constitute a model contract in understanding of Art. 384 of the Civil Code. Unilogo is entitled to change the GSC in any moment. Information about each change of the GSC is announced by Unilogo no later than 14 days before their entry into operation. The changes of the GSC shall not apply to the concluded Orders.

VII. Final provisions

1. The issues not covered by the GSC shall be governed by the respective provisions of Polish law. The disputes under the GSC shall be brought by the Parties to the common court respective for the Unilogo's registered office.
2. The headlines in the GSC were placed there only to facilitate reading and navigation and they shall not influence interpretation of the provisions.

List of Appendices:

- 1) Appendix No 1 – Requirements concerning graphic material;
- 2) Appendix No 2 – Complaint procedure;

Warszawa, 10 November 2016

On behalf of Unilogo:

Requirements concerning graphic materials

1. One label in one file – explicitly marked (explicit name for each file).
2. Files in composite PDF format in the CMYK colour model with key colours saved as additional colours of Pantone; the design centred on the page. Pantone colours have to be appropriately named in accordance with the Adobe's book of colours (CMYK colours acceptable; printout in CMYK technology).
3. No framing of the weld test die in PDF – potential registration marks outside the net area.
4. All the texts converted into curves.
5. PDF page format – gross format of the label, i.e. dimensions of the label + bleeds of min 1,5 mm from each side (NOTE! The label has to be centred in the file!)
6. Graphic elements of the label have to be placed no less than 1,5 mm from its edge.
7. Preparation of additional colours, available in the Indigo technology
 - a) white overlay – additional (spot) colour layer „W” with the option of overprint,
 - b) grey (P431C) – additional (spot) colour layer „G”.
8. Information on hot stamping:
 - a) Minimum line thickness HS 0,2 mm (approx. 0,5 point).
 - b) Minimum text size 3 mm (8 points).
 - c) We accept that, because of the HS technology, a displacement of HS elements towards printed elements can amount to +/- 1 mm.
 - d) Smaller text size may be used (min 6 points), but it may cause „nailing up” of the text eyes and frayed edges. If it comes to lines, it should not amount less than 0,2 mm.
 - e) Files containing hot stamping elements should be sent also in an editable format (ai, eps) with hot stamping elements explicitly marked.

Complaint Procedure

1. The following Complaint Procedure applies to the manner of placement and consideration of complaints regarding faults in the Work or its non-compliance with the Order, in particular in terms of quantity, with reservation of the provisions of the GSP regarding the Client's obligation to check the delivery and with reservation of item IV, clause 8 of the GSP.
2. A complaint shall be placed in customer service of Unilogo. The complaint shall contain the subject of complaint and the request. Complaints can be placed only in one of the following ways:
 - a) by an registered letter to the address: Unilogo – Printer, ul. Julianowska 45, 05-500 Piaseczno;
 - b) via e-mail, on: drukarnia@unilogo.com.pl.
3. A complaint with formal shortcomings, placed orally or by phone shall not be taken into consideration.
4. Unilogo considers the complaint within 14 (fourteen) days from receipt of a correctly placed complaint.
5. If the complaint is accepted, Unilogo, according to the Client's choice, shall:
 - a) replace faulty Work or its parts with new ones, without faults, on the date agreed by the Parties or
 - b) lower remuneration for execution of the Order in the part responsive to the value of faulty items; if the remuneration had already been paid by the Client, Unilogo returns its appropriate part by bank transfer to the Client's bank account from which the payment had been made; at Client's request, the part of remuneration to be returned to the Client may also be counted for a different order in the future or being in progress at the time.