

**GENERAL TERMS AND CONDITIONS OF SERVICE CONTRACTS**  
(hereinafter: GTC)  
**FOR SERVICES PROVIDED BY LCL DRUKARNIA SP. Z O.O. WITH ITS REGISTERED**  
**OFFICE IN ŁÓDŹ**  
(hereinafter: Printing House)

**§1**  
**Definitions**

**Offer** — a statement of the Printing House, sent to the Contracting Entity via e-mail, fax, traditional post or delivered by hand, on an "Offer" form, being a response to the Request for Proposals, comprising such information as the print run, material, format, colours, scope of bookbinding works, address details of the Contracting Entity, as well as the delivery destinations, packaging methods, delivery terms and conditions, unit price, order value, payment method and date, and the transport method.

**Responsible Person** — the Printing House employee authorised to represent it in contacts with the Contracting Entity in the scope specified in these GTC.

**Complaint Procedure** — a mandatory procedure initiated as a result of the complaint made by the Contracting Entity with respect to the Product.

**Product** — products made by the Printing House, including but not limited to catalogues, magazines, books, posters, folders and leaflets.

**File for printing** — an electronic file in a PDF format, delivered by the Contracting Entity to the Printing House, containing the Contracting Entity's materials to be printed in the Printing House.

**Raster file** — an electronic file in a PDF format, created in the Printing House as a result of converting the Contracting Entity's File for printing into a Raster file in the Printing House's computer system and using its hardware.

**Complaint** — the Contracting Entity's statement, sent to the Printing House by e-mail, as an attachment, by fax, traditional post or delivered by hand, indicating the details of the Product Defect type, circumstances and the date when the Product Defect was discovered, and also the Contracting Entity's claim if the complaint is admitted.

**Product Quality Specification** — standards, based on which the Product is prepared, placed on the Printing House's website: <http://lclidrukarnia.pl/pl/do-pobrania/>.

**Contract** — an contract, based on which the Contracting Entity orders the production and possibly also the delivery of the Product specified in the Order placed in response to the Offer, with an obligation to collect the Product and pay the agreed remuneration, and the Printing House obliges, vis-a-vis the Contracting Entity, to produce the Product and possibly also deliver it to the agreed location in whole or in batches.

**Product Defect** — a physical defect of the Product, consisting in damaging the whole Product or its batch, or the absence of properties or features of the Product when compared to the Product Quality Specification or the executed Contract, if the presence of such a defect results in reduced market value of the Product and also the packaging defects, and quantitative discrepancy of the Product and the Order.

**Contracting Entity** — an entrepreneur, government, local-government or social institution which submitted the Request for Proposals or which the Printing House executed the Contract with.

**Request for Proposals** — a statement of the Contracting Entity, sent to the Printing House by e-mail, fax, traditional post or delivered by hand, including all details required by the Printing House to prepare an offer, including the Product quantity, packaging method, technical

specification, with the material, format, colours, binding method, functional properties and the expected date and possibly also delivery location of the whole or a batch of the Product.

## **§2 Contract execution**

1. The Contract shall be executed by accepting the Offer prepared by the Printing House in response to the Request for Proposals.
2. To receive an Offer from the Printing House, it is necessary to submit a Request for Proposals to the Printing House's Sales Department. The Request for Proposals can be submitted in any form, provided its content enables to prepare the Offer.
3. If the Printing House has any doubts, making it unable to prepare an Offer, the Contracting Entity will be requested to complement the Request for Proposals with the required data.
4. Having submitted the Request for Proposals, the Contracting Entity will receive an Offer from the Responsible Person on the Printing House's part within 3 days. The Responsible Person shall be authorised to make the declarations of intent, binding the Printing House in the scope required to execute the Contract based on the terms and conditions stemming from the prepared Offer. The Responsible Person shall be authorised to modify the Offer sent to the Contracting Entity on their own, especially with respect to discounts, postponed payments or lead times.
5. If the Printing House is unable to perform the service referred to in the Request for Proposal, the Contracting Entity shall be notified thereof by the Responsible Person by e-mail, fax, traditional post, in person or over the phone.
6. Most importantly, the Offer shall include the cost of service performance, packaging type and possibly the delivery type. Material specification and process specification (number of colours, refining, print, bookbinding processes, packaging method and other) shall constitute an integral part of the Offer. The Offer can be accepted only in a straightforward way, without the Contracting Entity being able to introduce any amendments. If the Contracting Entity introduces any amendments to the Contract when compared to the Offer, this shall be considered, in case of any doubts, a new Request for Proposals.
7. Together with the Offer, the Contracting Entity shall receive information that the complete wording of GTC is always available on the Printing House's website and can be provided to the Contracting Entity on request.
8. If the Offer is accepted, the Contracting Entity shall sign the contract form delivered by the Printing House before or fill in its own form, containing all the required provisions of the contract, as in the Printing House's form and have it signed by a person authorised to represent the Contracting Entity. In case of any doubts concerning the Contracting Entity's representation method, the Printing House shall be entitled to demand submission of an entry in a relevant register or a power of attorney in the agreed form, proving the Contracting Entity's employee's right to make statements in the Contracting Entity's name. Until the unambiguous evidence proving the signatory's right to represent the Contracting Entity is delivered, the start of the Contract performance shall be suspended.
9. Signing the Contract by the Contracting Entity shall be equivalent to making a statement of getting acquainted with these GTC and providing the Contracting Entity's consent to be bound with GTC provisions.

10. The Contract signed by the Contracting Entity should be sent by e-mail in the form of a PDF, JPG or another equivalent file, by fax or traditional/courier post. The Printing House may request delivery of the Contract counterpart before the Product production process is started.

11. If the Printing House challenges the materials required to perform the Contract, submitted by the Contracting Entity, the Contracting Entity, having received such information, shall be obliged to send new materials, indicating in writing which materials are to be used by the Printing House to start the Contract performance.

### **§3 Production**

1. Materials and technical measures owned by the Printing House shall be used to produce the Product, unless stipulated otherwise in a specific Contract. A discrepant provision may also refer to the Contracting Entity's obligation to deliver their own materials required to produce the Product. In such circumstances, the Contract must specify the method and date of providing the materials to the Printing House, their storage method and the method of calculating their surplus.

2. The Contracting Entity shall submit Files for printing to the Printing House, before the deadline stipulated in the Contract, to the Printing House's FTP server or AGFA WebApproval network system. The Printing House allows for the Files for printing to be delivered by the Contracting Entity in another way, after it has been approved by the Responsible Person. The Printing House shall send the Raster files to the Contracting Entity immediately after they have been generated in the Printing House's computer system and using its hardware. The Printing House employee shall notify the Responsible Employee of the Contracting Entity thereof in a separate e-mail. If the Files for printing are submitted via the AGFA WebApproval network system, the Contracting Entity shall be notified of the raster conversion end in the system and the fact that the Raster files are ready for approval on AGFA WebApproval server by the system in an e-mail.

3. The Contracting Entity shall approve the Raster files before the deadline stipulated in the Contract by means of an e-mail sent to the Authorised Employee of the Printing House or in the AGFA WebApproval system. The Contracting Entity accepts the compliance of the Raster files with the Files for printing, page order in the Product and net format of the Product.

4. If the Contracting Entity fails to deliver the Files for printing to the Printing House before the deadline stipulated in the Contract or fails to accept the Raster files before the deadline stipulated in the Contract, the deadline for completing the subject of the Contract may be changed or the Printing House may withdraw from the Contract. If the Printing House exercises its right to withdraw from the Contract, it should notify the Contracting Entity thereof immediately in writing. The Printing House's notice of withdrawal from the Contract shall cause legal effects starting from the day following its submission.

5. The Printing House shall be obliged to produce the Product in accordance with the good printing practice which is equivalent to producing the Product in accordance with the Product Quality Specification (<http://lcldrukarnia.pl/pl/do-pobrania/>), with a reservation of section 6 below. The Contracting Entity, agreeing to be bound by GTC, represents that it agrees to accept such quality criterion for the ordered Product.

6. Deviations from the standard stipulated in the Product Quality Specification are permitted solely at the explicit request of the Contracting Entity, indicated in the Request for Proposals, approved in the Offer and confirmed in the Contract submitted by the Contracting Entity.

7. The Printing House shall be entitled to encumber the Contracting Entity with a penalty for unjustified suspension or postponement of production based on the man-hour rate for a given machine or machines, amounting to PLN 100 to PLN 400 nett per one hour of delay or downtime.

8. The Contracting Entity shall be notified by the Printing House of any circumstances threatening timely performance of the Contract and of any preventive measures taken.

9. Immediately after the Product production process has been completed, the Printing House shall start verification of the Product quality. If it is successful, the Printing House shall pack the Product in accordance with the Contract and notify the Contracting Entity of the readiness to release the Product or transport it to the agreed location.

10. When the notice is delivered to the Contracting Entity, provided they have selected the delivery without transport option, the Contracting Entity shall be obliged to collect the Product within 7 days after the notice is received.

11. For process reasons, the ordered print run can be changed +/-0.5% (min. 100 copies).

12. The Contracting Entity represents that it holds the copyright to the submitted materials (texts, photos, marks, designs, patterns etc.) and to transform them using the method which will be used for printing them and also they are fully liable vis-a-vis and for the authors of such materials.

#### **§4**

#### **Product packaging and transport**

1. The packaging type depends on the individual Product properties and is specified to the Contracting Entity in the Offer.

2. The Contracting Entity may use the transport service offered by the Printing House, use the offer of a third-party carrier or ensure their own transport. The determination of the method of Product collection and transport shall be a component of the Contract.

#### **§ 5**

#### **Complaints**

1. The Printing House shall be liable vis-a-vis the Contracting Entity for Product Defects resulting from circumstances being the Printing House's fault. The Printing House's liability for the Product Defects shall be enforced solely within this Complaint Procedure, with the Contracting Entity likely to lose their rights on those grounds otherwise.

2. Filing any lawsuit or a motion related to the claims under Product Defects to the court before the Complaint Procedure is completed shall be considered premature.

3. The Contracting Entity shall be obliged to examine the Product immediately after they have acquired it, no later than 14 days after the Product has been collected. If the Product is delivered in batches, the obligation to examine immediately shall refer to the first and every consecutive Product batch.

4. The Printing House shall not be held liable for any Defects resulting from errors in the Raster files approved by the Contracting Entity.

5. The Printing House shall not be held liable for any Product defects after the risk of its damage or loss has been transferred to the Contracting Entity.

6. If the Product is released to the carrier appointed by the Contracting Entity, it is believed the Product was in the appropriate condition during its hand-over to the carrier. The Printing House shall not be held liable for any Product defects after the risk of its damage or loss has been transferred to that carrier.

7. If the Product examination by the Contracting Entity reveals any Product Defect, the Contracting Entity shall notify the Printing House thereof immediately, shall secure evidence proving the Product Defect existence and shall ensure minimising losses resulting from it.

8. Immediately after having obtained information that a Product Defect was revealed, the Contracting Entity shall be obliged to make a complaint in writing, signed by the person authorised to represent the Contracting Entity. The Contracting Entity's failure to make the complaint by the deadline named in section 3 above shall be considered a statement of no defects.

9. The Responsible Person shall notify the Contracting Entity of the complaint handling method within up to 30 days after the Complaint was made. If it is impossible to satisfy the Contracting Entity's expectations in a given case, the Printing House shall be entitled to handle the complaint in another, possible way.

10. In the course of the Complaint Procedure, the Contracting Entity shall be authorised to receive ongoing information on the Complaint status, measures taken and their results, from the Responsible Person.

11. If it is necessary to verify any facts related to the Product Defect, including but not limited to subjecting the Product to an expert's examination, to check the condition of the Product or its batch, or to organise a meeting attended by the Contracting Entity or third parties, the Complaint Procedure period can be extended by no more than 60 days. The Responsible Person shall notify the Contracting Entity thereof, specifying the reason why the Complaint Procedure is extended and its new completion date.

12. If it is necessary to verify any facts related to the Product Defect, including but not limited to subjecting the Product to an expert's examination, to check the condition of the Product or its batch, the Contracting Entity may be requested to deliver the Product or its batch to the location appointed by the Printing House, including but not limited to the place it was produced.

13. If the Contracting Entity's Complaint is admitted, the Printing House shall cover the costs of activities related to the Complaint, including but not limited to the costs of Product transport or other costs of the Complaint Procedure.

14. In case of any clearly unjustified Complaint, including of any Complaint made in bad faith, the Contracting Entity shall be obliged to cover any documented costs of the Complaint Procedure.

15. No claims of the Contracting Entity related to the Product Defect shall be pursued in court until the Complaint Procedure is completed.

16. Irrespective of the Product Defect disclosure date, the claims related to the Product Defects shall expire 14 days after the Product has been released to the Contracting Entity or a third party appointed by them. Making a Complaint after the expiry of the said deadline does not bring about any legal effects. The Complaint made late shall not be handled.

## **§6 Payments**

1. Any settlements related to the Contract shall be made in the Polish currency. It is permissible to agree to settle in a foreign currency. In such circumstances, if the Parties want to pay in a foreign currency, such currency should be converted into the Polish one based on the mean foreign exchange rate announced by NBP on the day preceding the invoice issue.
2. The Contracting Entity shall make the advance payment of 50% of the Contract value to the Printing House within 3 days after it is executed. The Printing House shall deliver a VAT invoice to the Contracting Entity, documenting the advance payment. The Printing House shall be authorised to make the Contract performance conditional on the advance payment.
3. The payment for the Product delivery shall occur on the basis of a VAT invoice, during the Product reception.
4. It is permissible to agree other terms and conditions of payment. In such a case, the invoice shall be delivered to the Contracting Entity on the date and based on the rules stemming from the Tax Law. A VAT invoice shall indicate the date of payment agreed with the Contracting Entity.
5. If there are no opposite arrangements, the payment for storing the materials or the Product shall occur on the basis of a VAT invoice issued on the last day of the calendar month. The Printing House shall indicate a 14-day payment date on the invoice.
6. If any payment is delayed, the Printing House shall be authorised, having requested the Contracting Entity to pay immediately, to accrue statutory late interest for delay in commercial transactions on the overdue amount.
7. If the Contracting Entity delays any contractual payments towards the Printing House, the Printing House shall be authorised to refuse continued performance of the Contract. When the Contracting Entity pays the overdue sums, the Printing House will start Contract performance, notifying the Contracting Entity of the new date of the Contract performance completion.

## **§7 Cost of material and Product storage**

1. In the Contract, Parties can agree that the Contracting Entity will submit materials owned by them to the Printing House for storage and later use in the production process.
2. The Contracting Entity shall deliver the materials to the Printing House's seat at their own expense, in the quantity and with the parameters stipulated in the Contract or in a separate arrangement.
3. The Printing House shall be notified of the material delivery, including their quantities' specification, no later than 48 hours before it takes place to enable it to prepare appropriate warehousing space. The materials' transport cannot be dispatched before the Contracting Entity receives an explicit confirmation of the Printing House's readiness to receive the materials.
4. The materials shall be delivered in a packaging protecting them from weather conditions, including but not limited to moisture.
5. For the initial 30 days following the delivery, the materials shall be stored with no additional fees, within the remuneration for the Contract performance.

6. If the material storage time exceeds 30 days, the Printing House shall encumber the Contracting Entity with a fee of PLN 1.00 net plus VAT for every stored pallet, including an open one, for every consecutive day.

7. The Contracting Entity shall also be encumbered with a fee for the warehouse handling of any non-printed sheets based on the rate of PLN 50.00 net plus VAT per every release and loading of a pallet (including an open one) of the non-printed material. However, this shall not exceed PLN 300.00 net plus VAT on any single occasion, regardless of the pallet quantity.

8. If the Contracting Entity's Product is stored for over 7 days after the agreed release date, as confirmed in the Order, the Contracting Entity shall pay the fee for the Product storage of PLN 1.00 net (plus VAT) per every stored pallet, including an open one, per day, to the Printing House.

## **§8**

### **Communication of the Parties**

1. The Parties oblige to exchange information for the Contract performance by e-mail, fax, traditional post or directly by the authorised employees. Whenever the Contract or the General Terms and Conditions provide for the need to make a statement or submit information, without indicating clearly its form, the Parties shall be authorised to use communication forms stipulated in this section.

2. No arrangement concerning the ways of information exchange between the Parties shall be binding whenever any legal regulation stipulates otherwise, requiring a written or a specific form.

3. Any amendments to the Contract or modifications of any rights and obligations of the Parties hereunder shall be made in writing, otherwise considered invalid.

4. If the provisions of the Contract or GTC do not stipulate otherwise, the statements or information can be exchanged between the Parties by the agency of the authorised employees, whenever the authorisation to act in the Party's name does not raise any doubts. If there are any doubts concerning the empowerment of the Party's employee or the scope of such an empowerment, the Parties shall be entitled to demand submission of a relevant power of attorney from people authorised to represent the Party in the light of the up-to-date excerpt from a relevant register.

5. In any dubious cases, it is believed that the statement made binds the Party if it was made by the Party's employee from the e-mail address within the official domain of that Party, fax number of that Party or by traditional post using the Party's letterhead, unless it is proven that the statement was made as a result of a wrongful act of the Party's or third party's employee.

## **§9**

### **Rules of liability**

1. The upper limit of liability in contract and in tort of the Printing House for losses incurred by the Contracting Entity in connection with performing this Contract, including the losses the Printing House is held liable for within its warranty, shall be the equivalent of the Printing House's remuneration for the print run, in connection with printing or failure to print of which the loss was incurred.

## **§10 GDPR**

1. The Printing House and the Contracting Entity are the data controllers of the responsible people's data.
2. Personal data of the responsible people shall be processed solely for the purpose of the Contract execution or performance. Legal grounds for personal data processing are the legitimate purpose, i.e. the contact related to the Contract execution and/or performance. Personal data is provided voluntarily, without any need to execute a separate Contract or a separate consent to personal data processing, as per the provisions of Article 6 (1) (b) of the Regulation of the European Parliament and of the Council EU 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
3. The data recipients can be third parties providing services related to the ongoing operations of the Printing House or the Contracting Entity, including but not limited to entities providing services connected with information systems, pursuant to relevant data processing contracts executed with them by the Printing Houses or the Contracting Entity, and, providing the application of adequate technical and organisational measures, ensuring data protection by such entities is guaranteed.
4. Any data subject shall be entitled, in the scope resulting from the applicable law, to access their personal data and to have it removed, corrected, its processing limited and to object to data processing.
5. Any data subject whose data is processed by the Printing House or the Contracting Entity shall be entitled to request the Processor to provide information and to make a complaint with a supervisory body, i.e. President of the Personal Data Protection Office.
6. The Printing House and the Contracting Entity, in their respective scopes, shall be obliged to provide information mentioned in sections 1–5 above, to the representatives and employees whose data was shared with the other party.

## **§11 Final provisions**

1. If any provision of these GTC is invalid or ineffective, this shall not affect the validity and effectiveness of any other provisions.
2. The Contract, GTC and related rights and obligations of the Parties shall be governed by the Polish law, irrespective of the Contracting Entity's seat, incorporation location and the Product delivery location.
3. Any disputes between the Parties under the Contract shall be resolved amicably, and when the Parties cannot reach an agreement, they shall be taken to the court of common pleas having jurisdiction over the Printing House's seat.