

GENERAL BUSINESS CONDITIONS

The subject of these General Business Conditions /GBC/ is a regulation of mutual rights and obligations related to the production and delivery of printed matters (hereinafter only the „goods“). The Producer performs printing production of goods and ensures its delivery to the Customer on a basis of a respective contract for work and/ or order confirmation (hereinafter only the „Contract“) and according to these General Business Conditions which are an inseparable part of the Contract.

I. CONCLUSION OF A CONTRACT

- The Customer orders on a basis of a price offer which was submitted to it by the Producer and on a basis of a subsequent written order delivered to the Producer with the Producer manufacture and delivery of the concrete goods which are specified regarding the type, quality, quantity (i.e. number of copies), effectuation, packing and price. The Customer provides in the order also further necessary data such as extent, format, precise designation of the required paper including grammage, possibly degree of whiteness, opacity and similar, as well as all further information which is necessary for the production of the product such the type of binding, surface treatment of the cover and similar.
- The Customer designates qualitative requirements in advance in writing and supports (at the delivery of the order to the Producer at the latest) either by a sample, layout, or detailed description.
- The Customer hands over data in the PDF format together with the order, and if necessary, also sample proofs and a dummy.
- The Customer assumes full responsibility for the suitability, sufficient quality, completeness and correctness of all basic documents which it handed over to the Producer in accordance with these GBC and the contract and which relate to the fulfillment of the Producer according to the Contract in any way.
- Proofs and printouts from the data delivered from the Customer elaborated by the Producer are considered for approved data.
- The Customer states at the same time the date and time in the order on which it requires the delivery of the ordered goods. By origination of consensus between the contractual parties (usually by a Contract for Work and/or a written order confirmation and the take-over of faultless basic documents for the printing) the obligation of the Producer originates to manufacture and deliver the ordered goods in the term stated in the contract and the obligation of the Customer to pay the agreed price properly and early to the Producer as well as to take over the work. If according to the contract the Customer is obliged to deposit an advance for the price or its part to the Producer, the term for the fulfillment of the obligation lapses for the Producer only from the day following after the advance deposit. If the basic documents for printing are not given according to the Data Entry Conditions which are available on Producer's website www.grafia.sk, the term for the fulfillment of the obligation lapses for the Producer only from the day following after the take-over of faultless basic documents.
- The Customer is obliged at any time, also behindhand, to provide to the Producer without unnecessary delay all required information and basic documents related to the production of goods, which is required by the Producer for the purpose of the fulfillment of its duties resulting from the contractual relationship with the Customer. In case of violation of the duty of the Customer according to the previous sentence, the Producer shall not be liable for the delay and/or faults of goods originated in relation to the violation of this duty of the Customer.
- The Customer shall be full responsible for the content of the Work. If the Work ordered by the Customer is supposed to contain a copy of any works protected by copyright or any other intellectual property right, the Customer shall ensure that the use of such works has been authorized and that no third party rights or law will be violated. The Customer shall further hold a valid licence to use, reproduce and distribute works protected by copyright or similar works contained in the documents for printing. The Producer shall have no obligation to examine and bears no responsibility if the content of the Work is not correct or in line with legislation or if the same interferes with third party rights. In case that Customer has breached its obligations arising from this Clause of GBC, the Customer shall bear full responsibility for the damage incurred to the Producer as a result thereof.
9. If before the launch of the manufacture of the ordered goods by the Producer, the Customer has withdrawn from the Contract already entered into and/or violated the Order already confirmed in writing, the Producer shall have claim against Customer to compensation the amount of which shall be as follows:
 - 15% of the total price of the ordered Work, provided that the Order (Contract) was rescinded more than 25 days prior to the launch of Work production;
 - 35% of the total price of the ordered Work, provided that the Order (Contract) was rescinded between the 15th and 25th day prior to the launch of Work production;
 - 55% of the total price of the ordered Work, provided that the Order (Contract) was rescinded between the 7th and 14th day prior to the launch of Work production;
 - 80% of the total price of the ordered Work, provided that the Order (Contract) was rescinded between the 3rd and 6th day prior to the launch of Work production;
 - 100% of the total price of the ordered Work, provided that the Order (Contract) was rescinded 2 days or less prior to the launch of Work production. The compensation shall become payable on the basis of the invoice issued by the Producer, and the maturity of such invoice shall be 15 days from the day of the issuing thereof.
10. For the contractual relationship of the Customer and the Producer these GBC are binding and start to be applied on it from the day of the delivery of a written order of the Customer to the Producer, respectively from the conclusion of the individual contract for work.

II. OBLIGATION FULFILMENT

- The obligation of the Producer to deliver the goods is fulfilled on the day of the surrender of the goods to the Customer in the registered office of the Producer. This day is at the same time the transfer of the danger of damage on the goods onto the Customer. The transport of the goods is ensured by the Customer at its own costs and at its own responsibility, if it is not otherwise agreed in the contract.
- The pallets are given with a refundable deposit. In case if the Customer is not able to ensure pallets for a refund, the Producer shall charge EUR 5/piece for every missing pallet.
- The Customer is obliged to take over the goods on the agreed day. If it does not happen, the Producer is entitled to a storage charge equivalent to EUR 10 excl. VAT for each pallet and day of storage as well as to a contractual fine in the amount of 0.1% for each day of the delay, in total however up to 5% of the value of the delivery. If the Customer is in delay with the takeover of the goods for more than 30 days, the Producer is entitled to withdraw from the contract due to its substantial violation by the Customer and at the same time to sell the produced Work by itself to a third party or realize the Work in any other way. The funds obtained from sale (or any other realization of the Work) will be set off against the storage charge billed or other payable Customer's liabilities to the Producer, if any, including the agreed price for produced Work. Producer's entitlement to damages shall remain not affected.
- The Producer is obliged to deliver the goods on the agreed day. If it does not happen, the Customer is entitled to a contractual fine in the amount of 0.05% for each day of the delay, in total however up to 5% of the value of the delivery. If the Producer is in delay with the delivery of the goods for more than 30 days, the Customer is entitled to withdraw from the contract due to its substantial violation by the Producer.
- The difference between the ordered and delivered quantity of goods may be up to \pm 5% of the quantity stated in the order, if nothing else results from the order or from previous practice between the contractual parties, or possibly from business customs.
- The ownership right to the goods goes over onto the Customer only with full payment of the price for the work. The day of the payment of the price for the work is the day of its receipt to the account in favour of the Producer.
- On all effectuations of the accompanying documents (dispatch notes) to the goods the Customer is obliged to state the date of the real take-over of the goods and a legible signature of the Customer or its authorised representative. The Customer is entitled to refuse the confirmation of the accompanying documents (dispatch notes) to the delivered goods only in the case if it files a complaint of evident faults of the delivered goods with the Producer in the term and in accordance with the conditions specified in the Item 3. of the article V. of these GBC. In case if the Customer does not confirm accompanying documents (dispatch notes) due to other reason than stated in

the previous sentence, or without a reason, the accompanying documents (dispatch notes) are based on the agreement of the contractual parties considered by the Customer for confirmed without objections and will be a relevant basic document for the invoicing of the Producer, which the Customer cannot contradict behindhand.

- In fulfilling the subject of the Contract, the Producer shall have the right to use third parties also without written consent of Customer. In such a case, however, the Producer shall be liable for the subject provided to Customer as if the same was produced by Contractor itself.

III. PRICE FOR THE WORK

- Work Price is the result of a consensus between Parties and shall be stipulated in the Contract or the Order confirmed by the Producer. Statutory value added tax (VAT) shall be added to the price.
- Work Price shall be agreed between Parties on the basis of production costs existent at the time of the offer. In case of an increase in prices of inputs of the Producer related to the contract (especially paper, ink, etc.), or other costs related to the contract (e.g. prices of energies, fuel prices etc.), the Producer reserves the right to proportional increase of the price for the work also without the consent of the Customer and the Producer is not obliged to inform the Customer on such increase of the price for the work. The same is valid in case of an increase of the inflation rate. The Customer is not entitled to withdraw from the contract in these cases and is obliged to pay a proportionally increased price for the work to the Producer.
- If the Customer proposes a change in the subject of the fulfillment after the conclusion of a contract, the Producer reserves the right to interrupt the fulfillment of the contract up to the moment when a consensus between the contractual parties resulting from the proposed change originates, and that particularly on the new price for the work and on the new time of its fulfillment. The Customer at the same time undertakes to pay the costs to the Producer which originated to it by the proposal for the change of the contract. If it does not come to a consensus on a change of the contract, the originally agreed time of the fulfillment is prolonged by the time, during which the fulfillment of the contract according to the first sentence of this item was interrupted.
- The price for the work does not include packages, packing, manipulation, manipulation means, security devices, transportation costs, insurance, store charge or other items, unless the contractual parties expressly agreed otherwise.
- If the agreed currency of Work Price is different from Euro (EUR), Customer, in case of change in the exchange rate of Euro and the agreed currency of Work price by more than 1%, undertakes to accept the change in Work Price to an extent corresponding to the change in the exchange rate of both currencies. Parties agree that the exchange list of ECB (European Central Bank) valid on the day of Contract conclusion and on the date of the maturity of Work Price or, as the case may be, maturity of the invoice issued for the purpose of billing Work Price shall be decisive.

IV. PAYMENT TERMS

- Unless otherwise agreed in the Contract, the right for the payment of the price for the work originates to the Producer with the fulfillment of its obligation to deliver the produced goods to the Customer. The payment of the price or its part is performed on a basis of an invoice issued by the Producer with appurtenances of a tax document which the Producer sends to the Customer. The maturity of the price for the work and the type of its payment is specified in the Contract, respectively is indicated in the invoice issued by the Producer, while terms of payment on the invoice can not be less than 14 days counted from the date of invoice net.
- If the Customer gets into a delay with the payment of the price for the work or its part including the possible advance payment, the Producer may withdraw from the Contract as the whole, or from an individual order and not continue with further production and goods despatch.
- The Producer reserves the right to condition the order execution by full or partial advance payment, especially in case, if it has reasonable doubt about the solvency of the Customer or if a bigger damage could originate to the Producer by a non-payment of the price for the work.
- Withholding of payments of the price for the work by the Customer (especially with reference to the complaint procedure), unilateral credits and other types of unilateral reductions of payments by the Customer are not permissible.
- As soon as the Customers gets into a delay with the fulfillment of its payment obligation against the Producer all agreed bonuses or discounts are stopped (e.g. quantity bonus, discount for prompt payment etc.). Producer reserves its unilateral right to define the conditions when the Customer is entitled to get the restoration of the particular bonus, benefit or discount.

V. COMPLAINT CONDITIONS

- A complaint is exercised by a complaint sheet. The complaint sheet has to contain the identification of the Customer at least with the company name, registered office and identification number, name of the reclaimed goods, number of the respective dispatch note, number of the respective invoice, complained quantity, the overall price of the goods and the complained part of it, date of the takeover of the goods, a detailed description of each discovered fault and a proposal for the complaint handling. On request of the Producer the Customer is obliged to physically submit an appropriate sample of the reclaimed goods (usually 0.05% of the number of copies of the respective order) in the registered office of the Producer. To the complaint sheet the Customer is obliged to attach dispatch notes, palette labels and the marking of the evidential instruments which will allow verifying the justification of the complaint. The Producer will be entitled to return a complaint sheet without attachments according to the previous sentence to the Customer as incomplete for a supplementation.
- If the Customer complains about the quality of the work, it is valid that the complaint is justified only if by an accidental control of the print run, at which an authorized representative of the Producer has to be present, there are more than 5 % of prints showing the same fault discovered.
- The Customer is obliged to complain about a possible apparent fault of the goods immediately at the handover of the goods, and that either by itself or by means of its entitled representative, and that exclusively in the form of a properly issued complaint sheet delivered to the Producer. The Producer performs the complaint procedure including the complaint handling usually by 30 working days from the receipt of the complaint sheet. Complaints of apparent faults which the Customer discovered at the handover of the goods, or which it did not discover due to the reason of omission of the Customer's duty to perform proper and early, i.e. immediate inspection of the goods at their handover, will be based on the agreement of the Customer with the Producer considered for unjustified, if they are not verifiably exercised by the Customer with the Producer in the agreed form on the day of the delivery of the reclaimed goods to the Customer at the latest.
- If the Customer discovers a possible hidden fault after the takeover of the goods, it informs the Producer about it without unnecessary delay by a properly issued complaint sheet which it delivers to the Producer on the 15th day from the takeover of the goods at the latest, otherwise the right of the Customer to complain vanishes. The Producer performs the complaint procedure including the complaint handling usually by 30 working days from the receipt of the complaint sheet.
- In case of a justified complaint from the side of the Customer the Producer issues a credit note without unnecessary delay. The issue of the credit note is conditioned by the fact, that the Customer fulfilled all payment obligations towards the Producer properly and early. If the Producer does not issue a credit note, it handles the complaint in other legal way which it selects.
- The Producer is not responsible for faults about which it warned the Customer in advance, or for which there have been a discount from the price for the work agreed or ordered.
- All delivered papers may have the grammage \pm 5% compared to the ordered grammage. The Producer's liability in respect of Customer for variations in the properties of used material shall be within the scope of Producer's own claims against respective supplier of used material. Minor deviations from the colour of the advance copy or, as the case may be, the original shall not be deemed a defect in colour reproduction. The same holds for minor deviations between the advance copy and ordered printing, mainly if there is a difference between the advance copy paper and the paper used for ordered printing.
- The Producer is in no case responsible/liable for the damages and/or faults of the goods which accrued by an insufficient storage of the products from the side of the Customer (violation of principles of correct storage practice and/or omission of professional care of a proper manager by the Customer), or which accrued by action of the Customer and/or a third person to which the Customer allows access to the goods or as a result of incorrect handling.

9. The Producer, tying up to the article I. item 4. of these GBC, is not responsible for the faults of the goods which have been caused by using of information and basic documents taken over from the Customer and the Producer even by taking usual care could not have discovered their unsuitability, respectively it warned the Customer and it insisted on their using.

VI. CONTRACTUAL FINES AND COMPENSATION FOR DAMAGES

1. In case if the Customer refuses or in other means prohibits the Producer to fulfil its obligation, the Customer is obliged to replace the incurred damage and the lost profit to the Producer in full amount.
2. The Producer is not obliged to replace the damage, if the violation of the duty resulting from the contractual relationship has been caused by circumstances excluding responsibility in the sense of valid legal regulations (particularly so-called act of God such as strike, flood, overflowing, storm, earthquake, windstorm, ice storm, other similar natural element, war, threat of war, other armed conflict or its threat, riot, demonstration, failure in transportation, traffic accident, fire, sabotage or terrorist attack or its threat, explosion, natural or other disaster, governmental act, act of the European Union or international origin, destruction or damage of the production line of the Producer or its subcontractor, disruption in the supply, change in customs and tax laws, import/export quotas, prohibition of export/import, outage of gas, electricity or other energy as well as any other causes which the Producer cannot influence and which are capable to affect the fulfilment of the work, etc.).
3. If a damage accrues on the subject of the fulfilment which has origin in the transportation, the Producer is responsible for it – if its responsibility in the respective case comes into question – but maximum to the amount of the lowest limit set by the CMR, but always maximum to the amount which is really enforceable by the Producer towards the forwarder or any other similar person.
4. If the Customer does not pay the price or its part properly and early, or an advance, the Producer is entitled to a contractual fine in the amount up to 0.06% of the due financial amount towards the Customer for each also begun day of the delay. The right of the Producer to the compensation for damages in full amount is in no way affected by the contractual fine.
5. The Producer is not responsible for any loss, delay or damage accrued due to failure of the Customer at the performance of any activity which the Customer should perform according to these GBC and the Contract, or on the performance of which the fulfilment of any obligation of the Producer depends.
6. If after the Producer starts to produce goods for the Customer based on the delivered order from the Customer (by the production of goods not only the production itself is understood, but also the purchase of production materials needed for the manufacturing of goods such as paper and similar), the contract or an individual order or the fulfilment of their subject (i.e. production of business printed matter or periodical publications) are terminated due to the violation of the contractual obligations of the Customer (e.g. according to the article IV. item 2. of these GBC), the Customer will be obliged to pay to the Producer a contractually agreed financial compensation of the already accrued costs, and that in the amount of sum of 15% of the agreed price of the goods including VAT, the production of which has not been executed due to the reasons according to this sentence and 100 % of the acquisition cost of raw materials (paper, colours ...) required for goods production. The right of the Producer for damages in the full amount is in no way affected by the above stated financial compensation.
7. The Customer undertakes for each individual case of its delay with the payment of the price for the work in full amount at its maturity to pay to the Producer all the costs in full amount which accrue to the Producer in connection with any acts performed to ensure and/or collect unpaid price for the work after maturity, and that including the costs accrued to the Producer in connection with extrajudicial (e.g. reward for debt recovery) and/or legal debt collection of the unpaid price for the work and with possible legal representation. The Customer undertakes to pay these costs by 10 days from the day of the delivery of a written call by the Producer for their payment at the latest.
8. Any contractual sanction (contractual fine, interest on late payment, financial compensation and similar) and/or damages (or their part) agreed according to the provisions of the contract or these GBC, unless the contractual parties agree otherwise in a particular case, is payable based on the agreement of the contractual parties in full amount by 15 days from the day on which a written call for its payment is delivered to the obliged party.

VII. SPECIAL ARRANGEMENTS

1. If the Customer performs the transportation of goods into another EU member state by itself, respectively if the Customer ensures transportation by another person, it is obliged to supply to the Producer a transportation document or other document on sending in which the destination place is stated, or a written declaration of the Customer in which it states that it transported the goods into another member state.
2. In case if the Customer does not fulfil the duty stated in Art. VII. item 1. of these General Business Conditions, it undertakes to pay to the Producer the damage which originates by the additional taxation of goods in the sense of the provision of § 43 section 8 of the Act No. 222/2004 Coll. on the Value Added Tax as amended by later legislation.

VIII. COMMON AND FINAL PROVISIONS

1. If the Customer fails to attend to so-called start-up of the printing press properly and early, it is valid, that it agreed with its start-up based on the basic documents known to the Producer at the time of this start-up.
2. The Customer expressly undertakes not to provide or otherwise make available to a third person any information on facts of business, technical or production nature which relates to the subject of the contract. Each such information it shall use exclusively for the purposes of the Contract fulfilment, and that under the sanction of expropriation of objective responsibility for the damage, or for other loss, or for unfair competition activity.
3. A business secret of the Producer is made available to a third person who justifiably participates at the fulfilment of the Contract, in extent necessary for the fulfilment of its duties at the fulfilment of the Contract.
4. The Producer reserves the right to provide business secret to related persons; particularly to those, in which it has a business share or which have a business share in it.
5. Regularly repeating printing orders (periodicals), for which there is no notice period or a definite expiry date agreed, may be terminated only at the end of each calendar quarter, and that at least three months in advance.
6. No duty exists for the Producer to preserve printing templates, data and/or data carriers, lithographic plates, assemblies, printing plates, papers etc. after the completion of the order, unless a written agreement with the Customer would be performed in this connection. The duty of preservation of templates vanishes if the Customer does not pay the costs which have been charged to it for this within maturity.
7. The Customer shall not be entitled to transfer or assign any of Customer's rights, claims or receivables to third parties without prior written consent of the Producer.
8. The Customer buys back from the Producer by 30 days from the termination of the contractual relationship or the change of the technical specification, respectively from the of the extent of the originally agreed fulfilment, the material which remained in stock of the Producer and which was designated for the fulfilment of the subject of the contract (particularly paper). The unit price for the buyback of the material shall be identical with the unit price of the material from the last performed order; if there was no order performed, with the purchase price, and shall be payable on the 14th day from the termination of the contractual relationship or the change of the technical specification, respectively from the change of the extent of the originally agreed fulfilment. The Customer may fulfil its duty of the material buyback also by means of a third person.
9. Should any of the provisions hereof be or become invalid the remaining provisions hereof shall remain valid and effective. The provisions of generally binding legislation governing mutual relationships between Parties shall be applied instead of the invalid provision.
10. The relations not regulated by these General Business Conditions or a contract are governed by the valid law of the Slovak Republic.
11. All disputes which originate from this Contract, including the disputes about the validity of the contract, its interpretation or cancellation, will be solved in a way of an amicable arrangement. If a solution in a way of an amicable arrangement is not achieved, all disputes will be decided by the respective courts of the Slovak Republic.

These General Business Conditions come into effect on the 1st of October, 2014.