

General sales conditions

Asterias Sp. z o.o. with registered office in Tarnów, ul. Lwowska 184, 33-100 Tarnów

1. Definitions:

1 [General provisions]

- a) AS - Asterias Sp. z o.o. with registered office in Tarnów, ul. Lwowska 184, 33-100 Tarnów
- b) Customer - a legal person, an organizational unit without legal personality or an entrepreneur who is a natural person, concluding a contract for the provision of printing services with AS.
- c) Offer calculation - commercial terms of the contract for the provision of printing services presented by AS.
- d) General Sales Conditions - these General Sales Conditions applicable in Asterias Sp. z o.o.
- e) Printing service - a service which subject is assembly, printing, finishing printouts and all other forms of performing printing services by AS.
- f) Goods - packaging, labels, printing materials and other materials produced by AS.
- g) Technological Guidelines - AS's technological guidelines, based on which the Contract for the provision of printing services is performed.
- h) Contract - a contract the subject of which is the provision of printing services, established by (I) the conclusion of a written contract specifying the commercial terms for the provision of printing services; (II) the Customer's acceptance of the AS Offer; (III) acceptance of Customer Orders by AS.
- i) Confidential information - information made available in any form, in particular information of a commercial, production, technological, technical, financial, employee, organizational, legal nature regarding AS, including the content of the Offer and the Agreement for the provision of printing services.
- j) Order - the offer of the Customer to purchase printing services submitted to AS in the event that there is no separately concluded Contract or AS Offer.
- k) Production Order - an order for the provision of printing services submitted by the Customer on the terms set out in the AS Contract or Offer.
- l) Call - a statement received from the Customer, indicating the date of printing services.

2. The General Terms and Conditions of the Order together with the Technological Guidelines published on the AS website bind AS and the Customer if the information on their validity has been included in the initial calculation sent to the Customer or confirmation of acceptance of the Order by the Customer. In this case, the General Terms and Conditions and Technology Guidelines form an integral part of the Contract.

3. The General Terms and Conditions of the Order and the Technological Guidelines replace all other terms or conditions expressed in words or in writing, providing services, payments, guarantees and liability to the extent that it is not separately regulated in the Contract. Any changes or deviations from the General Terms and Conditions of the Order and Technology Guidelines must result directly from the Contract. In the event of a discrepancy between the provisions of the General Terms and Conditions of the Order and the Technological Guidelines and the provisions of the Contract, the provisions of the Contract shall prevail. In matters not covered in the General Terms and Conditions of the Order, Technology Guidelines or the Agreement, the provisions of the Polish Civil Code shall apply.

4. The General Terms and Conditions and Technological Guidelines are available on the AS website at <http://www.asterias.pl>.

5. It is agreed that in contacts between the Parties, the communication by means of distance communication, in particular electronic mail (e-mail) or fax is acceptable and sufficient.

Documents and messages provided by the parties in this form have a written form, unless specific provisions provide for the need to comply with other requirements in this regard.

6. Price lists and other information published on the website www.asterias.pl, as well as calculations sent to the Customer do not constitute an offer within the meaning of the Civil Code.

2 [Conclusion of contract]

1. AS offer calculation may be accepted or rejected by the Customer in full. The offer calculation is considered accepted when the Customer sends its written acceptance or submits a Production Order. Partial acceptance of the AS offer calculation or an acceptance containing changes or additions, following which the Customer places a Production Order, shall be deemed as acceptance of the entire AS Offer, General Terms and Conditions of the Order and Technological Guidelines, without any changes.

2. Unless otherwise agreed, the Production Order should specify, among others a detailed specification of the printing service, quantity, price, time of execution and delivery, description of the delivery method, packaging method and reference numbers.

3. Acceptance of the Offer Calculation or Production Order can be sent by e-mail to the address: sprzedaz@asterias.pl

or by fax to the number: 14 626 95 94.

4. Placing an Order or Production Order by the Customer requires its acceptance by AS.

5. If the Customer sends an inquiry regarding the valuation of the printing services specified by the Customer or the Order, AS will quote them and send the Customer an Offer Calculation for the given query.

6. Unless otherwise decided, the AS Offer Calculation is valid for 14 days from the moment it is sent to the Customer.

3 [Materials provided by the Customer]

1. The Customer, when ordering to AS, according to the Customer's instructions, placing graphic signs, logos, trademarks and other signs on Goods, ensures that he has the proprietary copyrights to these graphic signs, logos and trademark rights or has the consent of the authorized person in the scope authorizing him to order AS to mark the Good with their help. The Customer also authorizes AS to use these materials to the extent necessary to perform the Contract.

2. In the event of a third party making claims related to the designation of the Goods in a manner consistent with the Customer's instructions, the Customer is obliged to release AS from all liability for third party claims (including indirect damages, lost profit and others) and any penalties, fees, legal aid costs and other expenses incurred to protect AS's interests. In the event of a third party making claims related to the marking of the Goods in a manner consistent with the Customer's instructions, AS reserves the right to suspend the production and/or delivery of the Goods or withdraw from the Contract, if these signs violate the rights of third parties or when there are reasonable doubts as to the possibility violation of such rights.

3. The Customer agrees that AS shall use the Goods with its trademark or name only for the purposes of the promotion and advertising of AS Goods and the provision of Printing Services by AS.

4. The Customer is solely responsible for the type, quality and content of the materials provided for printing, and AS is responsible for the quality of the substrate materials used to provide the Printing Service.

4 [Performance of the Contract]

1. AS shall perform the Contract based on its own materials, after accepting the presented sample of products by the Customer. The Customer entrusts AS with the right to choose materials and solutions not specified in the Contract.

2. The Customer provides AS with the materials (files) necessary to perform the Contract on the day agreed with AS, resulting from the agreed schedule, via FTP by 13.00.

3. All materials sent by the Customer in connection with the performance of the Contract and used for its performance remain with AS and will not be returned.

4. The designs and constructions of packaging, die cutting drawing made by AS remain its property and may not be disclosed to third parties without its consent. All of the above these are subject to legal protection.

5. The contract will be implemented after the AS obtains written approval of the Customer on a sample print (Color Proof) sent to the Customer. The Customer undertakes to notify AS of acceptance or rejection of the submitted samples or indication of necessary modifications within two business days - counted from the date of their delivery. Acceptance is made by signing a print sample provided by the Customer's representative. If the sample printout is not accepted, the Contract is terminated.

6. AS is obliged to perform the Contract in accordance with the Technological Guidelines and the resulting tolerance for color reproduction and dimensions in accordance with ISO 12647-2 ("Standard") and to hand it over within the time limit specified in the Contract.

7. Quantitative and qualitative receipt of the Order will take place after delivery of the Goods to the place specified in the Contract. Qualitative and quantitative receipt will be

confirmed by a delivery note document signed by the Customer's representative after receiving the delivery.

8. The day of commencement of the Contract by AS, from which all deadlines imposing obligations on AS under a given Contract are counted, is the day on which the Customer approves the sample print or print copy. All deadlines for the performance of the Contract by AS are calculated in business days.

9. Any changes in the performance of the Contract require reconciliation between the parties, made in writing, otherwise being null and void.

10. In the event of changes to the Contract after the Customer's acceptance of a color print or print copy, the deadline for placing the order shall be shifted. The postponement period will be determined individually.

11. When concluding the first Contract with a given Customer or submitting the first Production Order, the Customer undertakes to submit photocopies of the following documents:

- a. confirmation of assigning the tax ID number,
- b. confirmation of assigning a REGON number,
- c. an excerpt from the relevant business register.

12. If the Customer acts through a representative or proxy, apart from the documents indicated in par. 11 above, the Customer should submit a document confirming the authorization of the representative or proxy to make a declaration of will on behalf of the Customer, unless such a document has been previously submitted.

13. Compensation for delay in performance of the contract caused by AS's fault may not exceed 5% of the value of the unrealized Order.

14. The Customer accepts the possibility of up to 1.5% lack in relation to the ordered print run, as the correct performance of the Contract.

5 [Shipment]

1. Shipment of Goods and their insurance during transport are carried out only if it results directly from the Contract and at the cost and risk of the Customer. The Customer has the right to choose a shipping company or carrier.

2. The moment of transferring the Goods and transfer of all risks to the Customer, including in particular loss, destruction or damage, shall be the moment of transferring the Goods to the carrier.

3. AS shall not be liable for any delays or damages resulting from non-performance or improper performance of services by the forwarding company or the carrier.

4. The Goods shall be released to the shipping company or carrier together with the goods delivery agent's signature on the representative of the carrier or forwarder.

5. The delivery of Goods takes place on the Ex Works (EXW) terms according to Incoterms 2010.

6. If the dispatch of Goods is delayed due to reasons attributable to the Customer, storage is at the Customer's expense and risk.

6 [Remuneration]

1. For the performance and delivery of the Goods specified in the Contract, the Customer shall pay AS remuneration in the amount and on time specified in the Contract or VAT invoice each time.

2. AS may demand an increase in the agreed remuneration if during the performance of the Contract it is necessary to carry out works that were not included in the remuneration and which it could not foresee despite due diligence, and the Customer hereby agrees for AS to carry out any additional works that are necessary for the proper performance of the Contract.

3. The date of payment shall be the date on which the AS bank account is credited.

Unless otherwise agreed, the applicable goods and services tax should be added to the prices specified in the AS documents, including Offers and in the Contract.

4. Filing a complaint does not affect the timing of the remuneration payment to AS.

7 [Complaints]

1. AS guarantees that the Goods will be produced in accordance with the Contract. Any other guarantees or warranties regarding the properties of the Goods and its fitness for a particular purpose are excluded.

2. AS guarantees that the Goods will be free from defects for the period specified in the Contract (Warranty). AS excludes liability under the warranty for defects arising from the Civil Code, and the Customer agrees.

3. The Customer has the right to lodge a complaint regarding both quantity and quality after receiving the subject of the Contract.

4. Complaints should be delivered to AS in writing under pain of nullity, on the dates indicated below, under pain of losing the rights arising from the guarantee:

a. in the case of a quantitative complaint as to the number of collective packaging (packages) - the notification must be made during the receipt of the subject of the Contract,

b. in the case of a quantitative complaint as to the content of packages - the notification must be made within 3 business days of receipt of the Goods,

c. in the case of complaints about the quality of printing and binding - the application must be made before processing the Goods, no later than within two weeks from the date of receipt of the Goods.

5. AS shall not be liable for any costs of processing the Goods, if the Customer submits a quality complaint after processing the Goods. The Customer is obliged to suspend the processing of the Goods until the complaint is processed.

6. After the deadlines specified in par. 4, Goods shall be deemed accepted by the Customer as being in accordance with the Contract.

8 [AS liability]

1. AS is only responsible for defects in the contract that results from failure to exercise due diligence and failure to comply with the best knowledge and standard specified in the Technological Guidelines.

2. AS is not responsible in particular for defects in the performance of the Contract if the Customer:

a. Incorrectly prepared material for the performance of the Contract, including not in accordance with the specification provided by AS and Technological Guidelines,

b. incorrectly selected the technology for his needs,

c. the data provided by him on an electronic medium contain errors.

3. AS shall not be liable for failure to perform the service on time due to circumstances beyond his control, including in particular for non-performance or improper performance of the Contract resulting from:

a) force majeure,

b) the Customer's delay in providing specific materials, information or acceptance necessary to perform the Contract.

4. The concept of force majeure referred to in par. 3 point a) above shall mean an external event, impossible to predict and prevent even with due diligence assessed taking into account the content of Article 355 § 2 of the Civil Code. The Party undertakes to notify the other Party in writing without undue delay.

5. Defects of part of the delivered subject of the Contract do not entitle the Customer to complain about the entire delivery.

6. AS's liability for damages for non-performance or improper performance of the Contract shall be limited to the price for performing the subject of the Contract. AS shall not be liable for any lost profits of the Customer that may result from non-performance or improper performance of the Contract.

7. AS shall be liable only for its own activities directly related to the technological processes carried out during the implementation of the subject of the Contract.

9 [Final provisions]

1. The transfer of receivables due to the Customer from AS is excluded.

2. AS remuneration may not be deducted from the Customer's claims.

3. Any disputes arising from Contracts concluded on the basis of General Terms and Conditions shall be settled by the court competent for the seat of AS.

The above General Terms and Conditions shall apply from November 1, 2019.