

THE GENERAL TERMS AND CONDITIONS OF SALE

of Asterias Sp. z o.o. with its registered office in Tarnów (Poland),
ul. Lwowska 184, 33-100 Tarnów

Article 1. General provisions

1. Definitions.

- a) Asterias – Asterias Sp. z o.o. With its registered office in Tarnów (Poland), ul. Lwowska 184, 33-100 Tarnów,
- b) Customer – a legal person, an organisational unit without legal personality or an entrepreneur who is a natural person (individual), concluding a contract for the provision of printing services with Asterias.
- c) Offer calculation – commercial conditions presented by Asterias for the performance of a contract for the provision of printing services.
- d) General Terms and Conditions of Sale – these General Terms and Conditions of Sale applicable to Asterias.
- e) Printing Service – a service the subject of which is the assembling, printing, finishing of prints and any other form of performance of printing services by Asterias.
- f) Goods - packaging, labels, printing materials and other materials produced by Asterias.
- g) Technological Guidelines – Asterias' technological guidelines, on the basis of 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, created by: (I) Conclusion of a written contract setting out the commercial terms and conditions for the provision of printing services; (II) acceptance by the Customer of AS's Offer; (III) acceptance by Asterias of the Customer's Order.
- i) Confidential Information – information made available in any form, in particular information of a commercial, production, technological, technical, financial, employee, organisational, legal nature concerning Asterias, including the content of the Offer and the Contract for the provision of printing services.
- j) Order - the Customer's offer to purchase printing services submitted to Asterias when there is no separately concluded Contract or Asterias' Offer.
- k) Production Order – an order for the provision of printing services submitted by the Customer under the terms and conditions set out in the Contract or Asterias' Offer.
- l) Call – a statement received from the Customer indicating the date of completion of printing services.

2. The General Terms and Conditions of Sale along with the Technological Guidelines published on Asterias' website are binding on Asterias and the Customer if information on their validity is included in the initial calculation sent to the Customer or in Asterias' confirmation of acceptance of the Order for execution. In this case, the General Terms and Conditions of Sale and the Technological Guidelines form an integral part of the Contract.
3. The General Terms and Conditions of Sale and the Technological Guidelines shall supersede all other verbally or written terms and conditions for delivery, provision of services, payment, guarantees and liability of Asterias to the extent not separately regulated in the Contract. Any changes or deviations from the General Terms and Conditions of Contract and the Technological Guidelines must result directly from the Contract. In the event of any discrepancy between the provisions of the General Terms and Conditions of Sale and the Technological Guidelines and the provisions of the Contract, the provisions of the Contract shall prevail.

In matters not covered by the General Terms and Conditions of Sale, the Technological Guidelines or the Contract, the provisions of the Polish Civil Code shall apply.

4. The General Terms and Conditions and the Technological Guidelines are available on the Asterias website at <http://www.asterias.pl>.
5. It is agreed that communication by means of remote communication, in particular electronic mail (e-mail) or fax, is an acceptable and sufficient form of communication between the Parties.

Documents and communication between the parties in this form shall be sufficient to constitute written form unless specific provisions require otherwise.

6. Price lists and other information included 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.

Article 2. Contract conclusion

1. Asterias' quotation can be accepted or rejected by the Customer in its entirety. The quotation calculation is deemed to have been accepted at the time the Customer sends its written acceptance or places a Production Order. Partial acceptance of the Asterias Offer Calculation or acceptance containing changes or additions, following which the Customer places a Production Order, shall be deemed to be acceptance of the entire Asterias' Offer, the General Terms and Conditions of Sale and the Technological Guidelines, without any changes.
2. Unless otherwise agreed, the Production Order shall specify, among other things, the detailed specification of the printing service, the quantity, the price, the execution and delivery date, the description of the delivery method, the packaging method and the reference numbers.

3. Acceptance of the Offer Calculation or Production Order can be sent via email.
4. Placing of an Order or a Production Order by the Customer requires written confirmation (e.g. by e-mail) of its acceptance by Asterias.
5. In the event that the Customer sends an enquiry regarding a quote for the printing services or Order specified by the Customer, Asterias will quote them and send the Customer an Offer Calculation for the enquiry in question.
6. Unless otherwise stated, the Asterias Offer Calculation is valid for 14 days after it is sent to the Customer.
7. The order from the customer should include the company's details and VAT number (tax number).

Article 3. Materials provided by the Customer

1. When ordering Asterias, according to the Customer's guidelines, to place graphic designations, logos, trademarks and others on the Goods, the Customer ensures that he owns the copyrights to these graphic designations, logos and trademark rights or has the consent of the right holder to the extent that he is entitled to order Asterias to mark the Goods with them. The customer simultaneously authorises Asterias to use these materials to the extent necessary to perform the Contract.
2. In the event of a claim by a third party relating to the marking of the Goods in a manner consistent with the Customer's guidelines, the Customer shall indemnify Asterias against all liability for thirdparty claims (including indirect damage, lost profit and otherwise) and any penalties, fees, legal aid costs and other expenses incurred to protect Asterias' interests. In the event of claims by a third party relating to the marking of the Goods in a manner consistent with the Customer's guidelines, Asterias reserves the right to stop production and/or delivery of the Goods or to withdraw from the Contract if the marking infringes on the rights of third parties or if there are reasonable doubts as to the possibility of infringement of such rights.
3. The Customer agrees that Asterias may use the Goods with its trademark or name exclusively for the promotion and advertising of Asterias Goods and the provision of Printing Services by Asterias.
4. The Customer shall be solely responsible for the type, quality and content of the materials supplied for printing, and Asterias shall be responsible for the quality of the substrate materials used for the Printing Services.

Article 4. Implementation of the Contract

1. Asterias shall implement the Contract on the basis of its own materials, after acceptance of the product sample presented by the Customer. The Customer shall entrust Asterias with the right to choose materials and solutions not specified in the Contract.
2. The Customer shall provide Asterias with the materials (files) necessary for the implementation of the Contract on the day agreed with Asterias, resulting from the agreed schedule, by 13:00.
3. All materials provided by the Customer in connection with and for the implementation of the Contract shall remain with Asterias and will not be returned.
4. The designs and constructions of packaging, diecutting nets made by Asterias remain its property and shall not be shared with third parties without its consent. All of the above are subject to legal protection.
5. The contract will be implemented after Asterias has received written approval from the Customer on the digital printout (Digital Proof) or machine printout (Wet Proof) sent to the Customer. The Customer shall notify Asterias of its acceptance or rejection of the samples presented or to indicate any necessary modifications within two working days – calculated from the day of their delivery. Acceptance is made by having the customer's representative sign the trial print (proof print) provided by Asterias. If the trial print is not accepted, the contract is terminated.
6. Asterias is obliged to implement the Contract in accordance with the Technological Guidelines and the resulting colour and dimensional reproduction tolerances in accordance with ISO 126472 ("Standard") and to hand it over within the timeframe specified in the Contract.
7. Quantitative and qualitative acceptance of the Order will take place upon delivery of the Goods to the location specified in the Contract. The qualitative and quantitative acceptance will be confirmed by a Stock Issue Confirmation document (Polish "WZ") signed by the customer's representative upon receipt of the delivery.
8. The date of commencement of the Contract by Asterias, from which all deadlines imposing obligations on Asterias under the respective Contract shall be counted, shall be deemed to be the date on which the Customer approves the trial print or trade copy. All deadlines for the implementation of the Contract by Asterias are counted in working days.
9. Any changes to the implementation of the Contract shall require a new agreement between the parties, made in writing under the pain of nullity.
10. In the event of changes to the Contract after acceptance by the Customer of a trial print (Color Proof) or an trade copy, the deadline for execution of the order is postponed. The postponement period will be determined individually.

11. At the conclusion of the first Contract with a given Customer or the submission of the first Production Order, the Customer shall submit photocopies of the following documents: a) confirmation of the assignment of the NIP number (Tax number), b) confirmation of the assignment of the REGON number, c) copy of the relevant register of entrepreneurs.
12. If the Customer acts through a representative or proxy, in addition to the documents indicated in clause 11 above, the Customer should submit a document confirming the authorisation of the representative or proxy to make declarations of intent on behalf of the Customer, unless such document has been previously submitted.
13. Compensation for delays in performance caused by Asterias fault shall not exceed 5% of the value of the unfulfilled Order.
14. The Customer accepts the possibility of up to 1.5% shortfall in relation to the ordered volume as proper performance of the Contract.

Article 5. Shipping

1. Dispatch of the Goods and their insurance for transport shall only take place if this is expressly stipulated in the Contract. Expenses and risk of the above shall be borne by the Customer. The Customer has the right to choose the forwarding company or carrier.
2. The moment at which the Goods are handed over and all risk passes to the Customer, including in particular loss, destruction or damage, shall be deemed to be the moment at which the Goods are handed over to the carrier.
3. Asterias shall not be liable for any delays or damages resulting from the nonperformance or improper performance of services by the forwarding company or carrier.
4. The release of the Goods to the forwarding company or carrier shall take place with the signing of a protocol of release of the Goods to the representative of the carrier or the forwarding company.
5. Delivery of the Goods takes place on Ex Works (EXW) terms according to Incoterms 2020.
6. If dispatch of the Goods is delayed for reasons attributable to the Customer, storage shall be at the Customer's expense and risk.

Article 6. Remuneration

1. For the execution and delivery of the Goods, as specified in the Contract, the Customer shall pay Asterias the remuneration in the amount and at the time specified each time in the Contract or the VAT invoice.

2. Asterias may demand an increase in the agreed remuneration if, in the course of the implementation of the Contract, it becomes necessary to carry out work that was not included in the remuneration and that could not have been foreseen despite the exercise of due diligence, and the Customer hereby agrees that Asterias may carry out any additional work that is necessary for the proper implementation of the Contract.
3. The date of payment shall be deemed to be the date on which Asterias' bank account is credited. Unless otherwise agreed, applicable value added tax must be added to the prices stated in Asterias documents, including the Offers and the Contract.
4. The submission of a complaint does not affect the time limit for the payment of remuneration to Asterias.

Article 7. Complaints

1. Asterias guarantees that the Goods will be produced in accordance with the Contract. Any other warranties or assurances as to the characteristics of the Goods and its fitness for a particular purpose are excluded.
2. Asterias warrants the Goods to be free from defects for the period specified in the Contract (Warranty). Asterias disclaims liability for defects under the Civil Code and the Customer agrees to this.
3. The customer has the right to lodge a complaint with regard to both quantity and quality after acceptance of the object of the Contract.
4. Complaints should be delivered to Asterias in writing under pain of invalidity, within the deadlines specified below, under pain of losing the rights under the warranty:
 - a) in the case of a quantitative complaint regarding the quantity of collective packages (parcels) notification should be made during acceptance of the subject of the Contract,
 - b) in the case of a quantitative complaint regarding the content of parcels – notification should be made within 3 working days from the date of acceptance of the Goods,
 - c) in the case of complaints regarding the quality of printing and binding notification should be made before the Goods are processed, not later than within two weeks from the date of acceptance of the Goods.
5. Asterias shall not be liable for any costs of processing the Goods in the event that the Customer makes a quality complaint after the Goods have begun to be processed. The Customer is obliged to suspend the processing of the Goods until the complaint has been resolved.
6. After the expiry of the time limits indicated in clause 4, the Goods shall be deemed to have been accepted by the Customer as conforming with the Contract.

Article 8. Responsibility of Asterias

1. Asterias shall only be liable for defects in the completed order resulting from a failure to exercise due care and to comply with the best knowledge and standard set out in the Technological Guidelines.
2. In particular, Asterias is not liable for defects in the execution of the order if the customer:
 - a) incorrectly prepared material for the execution of the order, including those not in accordance with the specifications given by Asterias and the Technological Guidelines,
 - b) incorrectly selected the technology for its needs,
 - c) the data provided by the customer on the electronic medium contains errors.
3. Asterias shall not be liable for failure to perform on time due to circumstances not attributable to it, including in particular nonperformance or improper performance of the contract resulting from:
 - a) force majeure,
 - b) delay by the Customer in providing certain materials, information or approvals necessary for the implementation of the Contract.
4. By force majeure, as referred to in clause 3 a) above, the Parties shall understand an external event that is impossible to foresee and prevent even with due diligence assessed taking into account the contents of Article 355 § 2 of the Civil Code. A Party shall notify the other Party in writing of the existence of such an event without undue delay.
5. Defects in part of the delivered object of the Contract do not entitle the Customer to claim the entire delivery.
6. Asterias' liability for damages for nonperformance or improper performance of the Contract shall be limited to the price for the implementation of the object of the Contract. Asterias shall not be liable for any lost profits of the Customer that may result from the nonperformance or improper performance of the Contract.
7. Asterias shall only be liable for its own actions directly related to the technological processes performed in the execution of the subject matter of the Contract.

Article 9. Final provisions

1. The transfer of a claim serving the Customer against Asterias is excluded.
2. Asterias' remuneration may not be set off against the Customer's claims.
3. Any disputes arising from contracts concluded using the General Terms and Conditions shall be settled by the court having jurisdiction over the seat of Asterias.

The above General Terms and Conditions are effective as of 01/11/2019.