

GENERAL TERMS AND CONDITIONS OF NEOGRAFIA

I. INTRODUCTORY PROVISIONS

1. These general terms and conditions (hereinafter only „GTC“) of the company NEOGRAFIA, Sučianska 39A, 038 61 Martin, Company Id. No. 31 597 912, VAT: SK2020433217, recorded in the Business Register at the District Court in Žilina, section Sa, Sheet No. 181/L thereafter only „Contractor“) are issued in compliance with the provision of § 273 Law No. 513/1991 Coll. Commercial Code in wording of latter regulations (hereinafter only “Commercial code”).

2. These GTC regulate and govern the relations between the contractor and customers for deliveries of print products, materials, goods or services (hereinafter only “Work”).

II. SCOPE OF VALIDITY

1. These GTC are binding for parties of contractual relationship and create the annex and the integral part of each general contract, contract, confirmed order, or binding offer (hereinafter only “contract”), unless the parties of contractual relationship agreed otherwise.

2. Submission of an order by the Customer means the full consent of the Customer with these GTC. These GTC shall become a part of the contract between the contractor and the customer at the moment, when the order is accepted by the contractor.

3. Any purchase, delivery and/or business conditions of Customer are taken into account only in case, if the Contractor accepts them in writing.

III. OFFER OF THE CONTRACTOR

1. Offers of the Contractor are not binding, unless they are explicitly qualified as binding.

IV. CONCLUSION OF CONTRACT

1. Interest of and the delivery of work the Customer expresses towards the Contractor by written order, which must contain particularly the specification of the work, date and place of delivery, the total price without VAT, determined in accordance with the offer of the Contractor, payment conditions, or other terms of delivery, identification data, including the VAT identification number valid in the country of delivery.

2. Contractor shall present his opinion to the order in writing within 5 working days of its receipt, in the form of its confirmation, submission of a counter proposal or rejection. If the contractor does not present his opinion within the period specified, it shall be deemed as rejected.

3. The obligation relationship between the contractor and the customer, the subject of which will be the execution and delivery of the work to the extent specified in the order and the obligation of the Customer to provide necessary assistance to the Contractor and to pay the agreed price for the work, arises only upon written order confirmation by the representatives of both parties authorized to act on behalf of the relevant party. Any changes or completions in the order confirmation are valid only, if they were confirmed in advance by these persons in writing.

4. In addition to the contract conclusion in the form of order confirmation, the contract can also be made directly by signing its paper form containing essential or additional provisions stipulated by authorized representatives of both contractual parties.

5. Changes to the contract subject specification (quantity of impression, change of the scope, size, colour, etc.) against the valid contract can be agreed only provided that the price of the work will be modified and other related contract terms and conditions in a new contract, which completely replaces the original contract, or in a written appendix to the original contract.

6. Customer undertakes simultaneously to pay the costs of the Contractor occurred to him due to claim for change to the contract.

7. The Contractor shall be entitled to use the third parties to provide the contractual performance, whereby the contractor is responsible for acting of these third parties as if he acted alone.

V. PRINT FILES AND PRINT PROCEEDING

1. Customer is obliged to deliver to the Contractor the print ready files prepared according to the REQUIREMENTS FOR DIGITAL DATA PROCESSING FOR OFFSET PRINT specification (hereinafter only “RFPD”- Requirements for print data) available at www.neografa.sk in agreed date and place. Different type of print documentation must be approved by the Contractor in advance.

2. During print data processing, necessarily corrections of the data may be applied by the printer to ensure a quality final product according to standard offset printing processes.

3. Unless the documentation for print is presented according to RFPD specification, or the documentation for print is presented with delay and due to this it is impossible to continue in Work, the Contractor has the right, after delivery of proper and complete print documentation according to his current capacities, to determine a new period for work finish, unless the contractual parties agree otherwise. In this case of shifting the work delivery time, the Customer has not the right to withdraw from the contract.

4. In case of a change (shifting) the deadline for work completion due to reasons mentioned above, or any other reasons by the Customer, the Customer is obliged to pay to the Contractor for the storage of material intended for the completion of the work a storage fee conventional at the time of contract conclusion, taking into account the nature of matter, the length and method of storage.

5. The costs, incurred due to realization of necessary corrections made by Contractor and approved by the Customer, will be invoiced to the Customer according to actual expended costs.

6. Print and print approval proceeds according to the standards specified in RFPD (Requirements for print data available at www.neografa.sk).

7. Contractor is neither responsible for defects and faults made by Customer in supplied data or in other documentation, nor for reduced quality of resulting product caused by them.

8. The Customer is fully responsible for ensuring that materials supplied are not suffering from errors in law and that he did not breach the copyright or other rights of third parties.

9. The Contractor has no obligation to keep the printing templates, data and/or data carriers, assemblies, printing plates, papers, etc., after completion of the contract, unless the parties have agreed in writing otherwise.

VI. EXECUTION AND DELIVERY OF WORK

1. The Work is deemed to be executed properly, when it is delivered to the Customer with usual quality specific by the processing technology, materials uses and quality of manufacturing documents. Reduced quality of manufacturing documents can be adequately influence the work quality. This fact is not deemed as defect of proper work execution.

2. With respect to the work execution on the machine, the impression of really delivered work can differ from quantity agreed in contract. The difference between the ordered and delivered quantity of work may by up to ±3% of the quantity specified in the order, unless from the contract or previous praxis between contractual parties or business customs stipulate otherwise. If the Customer in the contract excludes the possibility of delivery under the agreed quantity, the Contractor is entitled to deliver the impression in the range of up to 300 pieces over the agreed quantity, which the Customer shall accept and pay for it the agreed price for the work. In particular case, the contracting parties can agree other permissible tolerances in contract.

3. The place of work delivery is the residence of Contractor, unless the contract specifies otherwise.

4. If other place of work delivery is agreed in the contract than the residence of the Contractor, the Customer shall present to the Contractor the transport instructions indicating the exact address, telephone number, contact person, the range of each supply and identification of carrier, no later than 5 days prior to an agreed date of work acceptance, unless transport instructions are already specified in the contract.

5. If the Contractor ensures the transport of work to the place determined by the Customer, he is obliged to unload the work to the maximum distance of 5 m from the vehicle. When delivering the work to the place out of residence of the Contractor, the Customer is obliged to provide to the Contractor and Carrier the appropriate collaboration to perform the unloading. In case, that the appropriate collaboration to perform the unloading was not provided, the Contractor has the right to charge the costs to the Customer, which incurred to him due to providing for unloading in the place determined by the Customer.

6. The Contractor is obliged to deliver the work to the person authorized by the Customer upon conditions and in period specified by the contract. The Customer is obliged to take-over the work eventually also through authorized third person.

7. The risk for damage of things passes to the Customer, when the executed work is delivered to the Customer.

8. The Contractor reserves the proprietary right for delivered work and the matters made by make-over or processing up to the fulfilment of all claims of the Contractor belonging to him at present or in future. After issue of the invoice up to its payment, the provision of ownership applies to ensure the Contractor's claims.

9. If the Customer is in delay with its obligations towards the Contractor, the Contractor may, without limiting other rights, to take back the created work and to evaluate it otherwise in order to satisfy the outstanding claims against the Customer. In this case the Customer's liability reduces only by the yield from this other evaluation, after deduction of all costs connected with this other evaluation. If the Contractor appreciates the other evaluation to be necessary, the Customer ensures to the Contractor of to authorized persons the immediately access to the created work.

VII. PRICE FOR THE WORK AND PAYMENT CONDITIONS

1. The price for Work is agreed by the contractual parties in compliance with general legal regulations of the Slovak Republic on prices in current version.

2. The price for Work is determined in contract or in confirmed order in EUR without VAT, unless agreed otherwise. The price for Work will be added with the value added tax (VAT) according to valid legal regulations in time of invoicing.

3. The agreed price for Work does not include the insurance, nor the costs for eventual storage, unless agreed otherwise.

4. In case, that the Contractor provides for the transport of Work to the agreed place, the price for work will be increased by the transport costs.

5. The price for Work is determined upon the costs in time of offer, if during the work realization the costs resulting from price changes of raw materials will be increased (especially paper, colour, cardboard, stamp foils, etc.) and/or energies serving for creation of Work, or costs for transport of Work to the place of delivery and other conditions against those in time of work conclusion, the Contractor has the right to adjust the price for Work adequately unilaterally, without consent of Customer. The similar applies in case of increasing the rate of inflation. The Customer is not in the right to withdraw from contract in these cases and is liable to pay the price for Work adequately adjusted to the Contractor.

6. In case, that the financial commitment of the Customer is determined in other currency than in EUR, the Customer undertakes, that in case of change of the mutual rate of EUR and currency expressing the financial commitment by more than 2%, this financial commitment of Customer will be also changed in the same rate. The contractual parties appoint as the decisive the rate of ECB (European Central Bank) valid in time of contract conclusion and in time of the financial commitment payment.

7. The Customer is obliged to pay to the Contractor the agreed price of the work in terms of payment terms specified in the contract, order confirmation, under which the contractual parties are bound.
8. The Contractor reserves its right to condition the order realization with full or partial financial advance for the price of the Work.
9. Unless agreed otherwise in the contract, the Contractor is entitled to receive payment of the price for the Work after fulfilling his obligation to supply the made Work to the Customer.
10. The Contractor has the right to invoice the price for Work immediately after Work realization and delivery.
11. The maturity date of the invoice is within 14 days after being issued by the Contractor, unless the contractual parties agree other maturity date.
12. If the Customer is liable to pay the advance for the price of Work to the Contractor, the period for fulfilment of the obligation of the Contractor starts only on the day following the advance payment settlement to the account of the Contractor.
13. The retention of the settlement of the price for Work by the Customer (preferably with regard to the claim procedure), unilateral set-off and other methods of unilateral reduction of payments by the Customer are not acceptable. Breach of this obligation is considered to be an essential violation of Customer's obligation.

VIII. RESPONSIBILITY FOR DEFECTS AND CLAIM CONDITIONS

1. The Contractor is responsible for ensuring that the work shall be made in accordance with the agreed terms, in terms of applicable technical standards for machine processing of printing products and generally binding legal regulations of the Slovak Republic. The Contractor shall be responsible for defects of the Work at the time of its delivery to the Customer in accordance with standard STN ISO 2859-1:1999 (E).
2. The Contractor undertakes, that the Work during the warranty period will show the agreed properties by corresponding method of storage, and the warranty period starts on day of Work delivery and lasts 6 months.
3. The warranty for quality does not apply for natural wear, nor damage, which occurs after Work damage risk transfer to the Customer, with respect to the incorrect, unqualified or negligent handling, or by the fault of Customer.
4. The Customer is liable to survey the work immediately after its acceptance and shall notify the obvious defects without undue delay after acceptance of the work, no later than 10 days after accepting the Work.
5. The Customer is obliged to notify the hidden defects without delay after their detection within the 6 months' warranty period.
6. To exercise the right of liability for defects, the Customer shall submit to the Contractor a sample of the defective Work, eventually to enable the access to defective Work, to specify in writing its defects, the extent and to state its request for claim against the Contractor in terms of the provision § 436 and § 437 Commercial Code. The Contractor is obliged to remedy the defects according to its choice either by repairing the defective part of Work or by delivery of the spare Work within 30 days of receipt of the defective works back from the Customer. In case that such a remedy is impossible, the Contractor is liable to grant to the Customer the adequate deduction from the price for the Work.
7. The Contractor is liable, within the period of 30 days after receive the defective part of the Work back from the Customer, to perform its replacement, or repair. If the Contractor is unable to perform this replacement (repair), the Contractor, after mutual agreement, shall grant the adequate deduction from the price for defective part of the Work, for which it will issue the credit note to the Customer.

IX. VIS MAJOR

1. The liability of the contractual parties for partial or complete failure of contractual obligations is excluded, if they were caused by circumstances excluding liability under valid applicable law (especially so called Vis Major).
2. As the Vis Major is considered in particular: war, threat of war, other armed conflict or its threat, riot, sabotage, fire, terrorist attack or its threat, storm, flood, earthquake, natural or other disaster, explosion, government regulation or restriction of the European Union, shutdown not caused by the Contractor, complete or partial destruction of plant or production line of the Contractor or its suppliers, supplies of subcontractors, changing of customs and tax laws, import and export quotas, export or import ban, strike, failure in transport, traffic accident, dropout of gas, electricity or other energy, as well as any other reasons that the Contractor could not foresee nor prevent them, which made it impossible to meet the obligation.

X. INDEMNIFICATION, CONVENTIONAL FINES AND SANCTIONS

1. If the Customer refuses or otherwise hinders the Contractor to fulfil his obligation, the Customer shall indemnify the Contractor for the incurred damage and loss of profit in full.
2. The Contractor is not liable to indemnify, if it proves, that the breach of obligation resulting from contractual relation was caused by circumstances excluding the liability pursuant to the Law No. 513/1991 Commercial Code in wording of later regulations.
3. In case, that the Customer withdraws from the contract immediately before, or after the print has started, or realization of additional service, or termination of contractual relation before the obligation is completed, the Customer undertakes to pay to the Contractor the conventional fine in the amount of 10% from total price for the Work, if the Contractor applies this right, and further all actual costs incurred to the Contractor with execution of the Work, indemnity and loss of the profit in full, unless the contractual parties have agreed otherwise.
4. When the Contractor is in delay with execution of the Work, the Customer is entitled to charge a conventional fine of 0.05% of the agreed price of the undone Work for each day of delay, however up to a maximum of 10% of the total price of the Work, unless the parties agree on a different amount of the conventional fine. The Customer can forgive this conventional fine in full or partially.
5. In case, that the Customer is in delay with payment of the advance or the total price of the Work based on the due invoice, the Customer is liable to pay to the Contractor the interest due on arrears in the amount 0.05% of the outstanding amount for each day of delay, unless

the contractual parties agree on a different amount of the conventional fine. The Contractor can forgive this interest due on arrears in full or partially.

6. The contractor, upon confirmed order, shall purchase the material (mainly paper) needed for execution of the order, in the quantity and parameters resulting from technical specification presented by the Customer. In case, that after the material has been purchased, the Customer changes the technical specification, the scope of originally agreed performance, or withdraws from the contract, the Customer is liable, within 30 days after termination of contractual relation, to purchase the material from Contractor, which remained on stock of the Contractor and which was intended for performance of the contract subject, or the parties agree on settlement of the really issued costs otherwise. The unit price for purchasing back the material will correspond with the unit price of material from the last realized order for the last two months, if no order was realized, it will correspond with the purchase price, and will be payable on the 14th day after termination of contractual relation, or above mentioned change. The Customer can complete its duty to purchase back the material through third person.

XI. GOVERNING LAW, JURISDICTION OF A COURT, PARTIAL INVALIDITY AND INEFFICIENCY OF GTC

1. The contract and implicit contractual relation is managed by the Slovak law and order, unless agreed otherwise.
2. All disputes arising from this contract, will be finally decided by the competent Court of the Slovak Republic in accordance with the relevant laws and orders, unless agreed otherwise.
3. In case, that some of the provisions of these GTC is invalid or inefficient, the invalidity or inefficiency of the provision will not cause the invalidity or inefficiency of other GTC provisions, nor the contract alone. This applies also in the case, if it is found that any provision of these GTC is unexecutable. The eventual objections must be subject of separate stipulation of following approval in writing.
4. Relations not governed by these GTC or contract are managed by valid laws and orders of the Slovak Republic and the Commercial Code No. 513/1991 coll. in wording of later regulations.

XII. CONFIDENTIALITY, DATA PROTECTION

1. The Customer undertakes not to provide or otherwise make available to third party any information about matters of commercial, technical or production character relating to the subject matter of the contract, under the sanction of objective liability for damage or other injury, or for unfair conduct.
2. Third person, rightfully engaged in the performance of the contract, will be disclosed the trade secret or the confidential information of the Contractor within the scope inevitable to fulfil its obligation to perform the contract.

XIII. SPECIAL ARRANGEMENTS

3. In case, that the transport of the Work to other member state of the European Union will be done by the Customer, or ensures the transport through other person, the Customer is liable to present to the Contractor the shipping document or other evidence on shipping, which contains the place of destination or written declaration of the Customer, saying that the Work was transported to other member state of the European Union.
4. If the Customer fails to fulfil the obligation mentioned in the Article XIII. 1. of this GTC, it undertakes to reimburse the Contractor for damage incurred to him by delivery of the Work (in terms of provision § 43 paragraph 8 of the Law No. 222/2004 Coll. on value added tax in wording of later regulations).

XIV. COMMON AND FINAL PROVISIONS

1. Without prior written consent, the Customer is not entitled to cede the justified claim of contract and its demands against the Contractor to the third persons, to deposit or to use them in any other way as the subject of legal act. Simultaneously, the Customer is not entitled to set off the demands against the Contractor with its obligations. Breach of this obligation is considered to be an essential violation of Customer's obligation.
2. Periodic printing orders, for which there is no notice period agreed nor a certain deadline, may be terminated in writing and only with observing the three-month period at the end of each calendar quarter.
3. For the service of documents between the contractual parties relating to a contract applies, that the document shall be deemed delivered:
 - a. on day of its effective service to the other contractual party
 - b. on day of vain expiry of the period for take-over the mail at the post office, even in the case, that the addressee was not informed on deposit thereof, or by its own acting prevented from successful delivery of the document.
4. The written communication is understood the communication through post office, e-mail or fax. Unless the nature of a matter excludes it, the contractual parties may to fulfil the duty of dispatch, notification, delivery of statement by using the means of electronic communication.
5. The Customer was acquainted with GTC before concluding the contract, or before ordering the Work. To be acquainted with GTC is deemed also their delivery to the Customer by electronic means, their publication on place accessible by the Customer when ordering or accepting the Work, their publication on the web page of the Contractor (www.neografia.sk). By the conclusion of the contract, or accepting the Work the Customer fully agrees with the text of the currently applicable GTC.
6. These GTC are valid and efficient from 01.07.2018.