

General Terms and Conditions for UV and Solvent Printing Services for Business Customers

**Grupa Luxpol Wolek Spółka komandytowa seated in Tychy 43-100 at ul.
Przemysłowa 60 KRS: 0000960123 VAT: 6462947725**

Chapter 1 Scope

1. These General Terms and Conditions define the scope and conditions of services provided by LUXPOL in the field of UV and solvent printing, including ancillary services such as design preparation, graphic design, packaging, transport, assembly.
2. The GT&C together with the offer determine the content of the legal relationship between the parties. If the offer presented by LUXPOL to the Client contains provisions that differ from the provisions of these GT&C, the provisions of the offer shall be applied first.
3. The provisions of the GT&C apply exclusively to the relations between LUXPOL and entrepreneurs and in no way to the relations with consumers.
4. The GT&C shall be deemed to have been accepted and agreed to by the Customer when the Order is placed.

Chapter 2 Definitions

Terms used in the Regulations have the following meanings:

1. **LUXPOL** - Grupa Luxpol Wolek Spółka komandytowa seated in Tychy 43-100 at ul. Przemysłowa 60 KRS: 0000960123 VAT: 6462947725
2. **GT&C** - these General Conditions of Contracts,,
3. **Client** - an entity to which an invitation to cooperate or an offer is addressed or which intends to conclude or has concluded a contract for the provision of services with LUXPOL.

Chapter 3 Conclusion of contract

1. Advertisements, commercials, price lists and other information addressed to the Client or a potential Client shall, in case of doubt, be construed not as an offer, but as an invitation to conclude a contract.
2. An order may be placed via a web form or by e-mail.
3. The minimum order volume is one square metre.

4. Once LUXPOL has made a product design (visualisation), it presents it to the Client for approval. The Client is obliged to accept it or make any comments as soon as possible.
5. **The date of the order for a given service is the date of acceptance of the visualisation and of delivery of the material to be printed, as well as the date of receipt of the advance payment if this is required**, whereby if the aforementioned occurs after 3 p.m. on working days, i.e. from Monday to Friday, the order shall be deemed to have been placed on the following working day.
6. The estimated lead time for glass printing orders is 5 working days from the date of acceptance of the visualisation and delivery of the glass. In the case of individual arrangements, the deadline must always be confirmed by LUXPOL via e-mail.
7. If the wording of the order contains a provision contrary to the GT&C or the offer, these shall only be binding for LUXPOL if the latter expressly accepts the terms and conditions in writing. Otherwise, the respective clause of the GT&C or the offer shall apply instead.

Chapter 4 Remuneration and payment

1. LUXPOL's remuneration will be determined on the basis of the remuneration rates included in the LUXPOL price list, unless the Parties have agreed on LUXPOL's remuneration in another way.
2. Unless otherwise agreed, prices do not include installation, transport and other ancillary costs.
3. Unless otherwise agreed, payment will be made on the basis of a VAT invoice issued by LUXPOL, within the deadline indicated on the invoice. All prices are net prices (without VAT). The remuneration will be increased by the due VAT. Payment will be made by bank transfer to the bank account of LUXPOL as indicated on the VAT invoice. The date of payment is the date when the full amount due is credited to the LUXPOL bank account.
4. If payments are not made or are not made on time, LUXPOL is entitled to suspend the work and will not be held responsible for failure to meet the deadlines for the execution of orders of the Client who is in delay with payments.
5. In the event of a delay in payment, the customer is obliged to pay the statutory interest without a separate request.

Chapter 5 Principles of cooperation

1. The Client is obliged, upon LUXPOL's request, to provide LUXPOL within a specified timeframe with the information and materials necessary to carry out the service provided by LUXPOL to the Client.
2. Recommended file parameters for printing are:

- a. - flattened files without layers on a scale of 1;1 - 100 dpi; in larger format on a scale of 1:10 - minimum 300 dpi, 1000 dpi recommended; files for UV printing (glass, PVC, etc.) minimum 220 dpi
 - b. - CMYK colour
 - c. - iso coated 2/fogra 39 colour profile
 - d. - LZW compression
 - e. - file names described by the target dimension
- 3. When open files (e.g. pdf, cdr, ai) are supplied by the Customer; it is required that they do not contain: blocked elements, hidden layers or non-printable elements. LUXPOL will not be responsible for possible differences between the source file and the printed version if the aforementioned are present.
- 4. The materials provided must not violate applicable laws or the rights of third parties, and the Client bears full responsibility for the consequences of their publication. In particular, the Client declares and warrants that it has all rights, including copyright, related rights and other intellectual property rights, including trademarks, industrial designs and others, in relation to all materials provided to LUXPOL.
- 5. The designs provided by the Client in the form of an electronic file are printed as they are delivered by the Client. LUXPOL is not obliged to check, amend or modify them, unless the Parties agree otherwise. In such a case, each LUXPOL's interference in the delivered draft is bound with an additional payment to LUXPOL, taking into consideration the time spent on the task. The client is obliged to accept the corrected draft.
- 6. The Client shall not be entitled to make any changes or modifications not included in the original Order or after the acceptance of the visualisation (design); however, LUXPOL may incorporate such changes or modifications subject to payment of additional remuneration in the amount agreed by the Parties.
- 7. LUXPOL's lead time is extended by the time of the Client's default, in particular by the time it takes to receive information and materials and by the time the payment is delayed.
- 8. Large-format prints are made on rolls up to 160 cm wide (transparencies, blockouts) and up to 320 cm wide (banners, nets). If the target dimensions of the printouts exceed the available roll widths, LUXPOL will divide the printouts into gores (with overlaps).
- 9. Depending on the dimensions, large-size prints (nets, banners) are packed for dispatch in a roll (up to 2.3 m wide) or folded into a cube (unless otherwise agreed). Flat prints are shipped in cardboard packaging.
- 10. Unless the Parties agree otherwise, the Product will be delivered by LUXPOL to the place indicated by the Client at the expense and risk of the Client.

11. An order shall be deemed to have been completed on time if the product has been sent to the courier no later than the day before the due date.
12. LUXPOL is entitled to refuse to provide the service or to change the delivery date in exceptional cases justified by circumstances, even after the order has been placed by the Client and confirmed by LUXPOL, in particular due to force majeure and other exceptional circumstances beyond LUXPOL's control, such as extreme temperatures and humidity affecting the materials (paints) used.
13. When preparing files for printing on glass, the customer can benefit from 3 free corrections. Subsequent amendments are chargeable - cost from 30 PLN net.
14. If the product is collected in person, the customer is obliged to do so within 7 working days.
15. Products not collected by the customer within 7 working days will be disposed of.
16. Foil-protected prints on glass must not be kept below 10 °C. Volatile compounds that evaporate from the print layer, combined with the low shrinkage of the film at low temperatures, cause the film to delaminate together with the print from the glass. Frozen film becomes inflexible, is hard and cracks when peeled off. Prints with frosted film are not subject to claim. Therefore, during colder periods it is not recommended to transport printed glass on vehicles with open sides and uncovered load compartments..
17. For banners with a surface area of more than 50 m², LUXPOL recommends using a coated frontlit material.

Chapter 6 Complaints, Liability

1. The Client is obliged to check the quantitative and qualitative condition of the product upon its receipt. LUXPOL shall only be liable to the Client for those defects of the product that the Client was not able to discover during the inspection. By signing the consignment note, the Client confirms that LUXPOL has fulfilled its obligation to deliver the product free from visible defects. If the package arrives damaged, the Client is obliged to draw up a damage report in the courier's presence and submit it to LUXPOL and the carrier, otherwise the complaint will not be accepted.
2. All complaints and remarks concerning product defects that the Customer has not been able to discover in the course of the examination indicated in point 1:
 - a) must be notified in writing, at the latest within 7 days of the date of execution of the contract, quoting the number of the VAT invoice or the delivery note relating to the order claimed, and
 - b) should contain a precise description of the non-conformity and the reason for the complaint, under pain of losing the right to make or invoke any reservations concerning the delivered products. Together with the complaint,

the customer should deliver the faulty product to which the complaint refers in the quantity stated in the complaint letter, which is the basis for starting the complaint process

3. The following shall not be considered as defects and shall not constitute grounds for complaint:
 - a) slight colour differences between the delivered Goods and their image displayed on the Customer's monitor, which may result from the fact that different types of monitors may distort the actual colours, as well as slight colour differences resulting from colour conversion methods or colour sampling (in the case of exceptional requirements related to colour matching, we offer to make a colour sample for PLN 50 net)
 - b) slight imperfections or micro-particles on the surface of the print, provided they are not visible from a distance of at least twice the diagonal measurement of the print
 - c) minor deviations of the dimensions of the Goods from the dimensions sent by the Customer with the restriction that the permissible tolerance is +/- 3 mm (glass)
 - d) minor grinding damage caused by trimming
 - e) slight differences (up to 1%) in the dimension of finished products
 - f) welding and joining of 2 or more parts of banners and nets, one of whose dimensions exceeds the width of the reel from which it was printed
 - g) goring overprints on foils
4. The customer shall lose the right to claim and the guarantee, if any, in the event of:
 - failure to comply with installation instructions
 - any interference with the finished product
 - mechanically damaged product
 - foil-stamped overprints (printing on glass) exposed to strong daylight
5. LUXPOL informs, in particular, that only adhesives for mirrors and glass (without solvents and isocyanates) should be used for assembling the Goods; the glass panels should be glued directly onto a levelled substrate. Do not apply the adhesive too close to the edge, so that it does not flow out during pressing. All UV prints wrapped in stretch film should be unpacked within two days of receipt. Storing goods wrapped in this way for too long can cause water to get under the print as a result of increased humidity, which can cause the print to burn or fall off.
6. If defective Goods are exchanged for defect-free ones, LUXPOL does not guarantee that the reprint will be identical. Due to the characteristics of the technological process and changeable parameters of the machines, LUXPOL cannot guarantee that a reprint of the same item will be identical in colour and with the pattern continuity perfectly reproduced.

7. Deficiencies or defects concerning a part of the order do not entitle to claim the entire order and do not exclude the obligation to pay for the completed order.
8. The Client may not refuse acceptance of the service in the event of insignificant defects, i.e. not affecting the proper use and functionality of the product and slightly affecting the aesthetics. Complaints relating to colour will only be considered in the case of the provision of a colour sample and only in extremely blatant cases, in particular we point out that the colouring of the designs on uncalibrated monitors may differ significantly from the final result. In the event of insignificant defects, the Client shall only be entitled to claim an appropriate reduction in remuneration of between 1 and 15%, depending on the type of defect and the number of defective elements.
9. LUXPOL is responsible for the quality of the product (print) only if the materials submitted by the Client meet the technical parameters stated in the appendix. The Client acknowledges that the quality of the product (print) depends on the quality of the materials submitted by the Client, whereas LUXPOL offers large format printing, not digital, and the quality of the print is limited by the technology available, the files from which the print is made and the material used.
10. LUXPOL will not be held responsible for any content and form of the product if it has been submitted by the Client or accepted by the Client in the visualisation (design) presented to them.
11. The commencement of the use of the Service by the Client, in particular the use or dissemination of the products created by LUXPOL, is considered as an unreserved acceptance of the Service, unless otherwise agreed by the Parties in a specific case.
12. LUXPOL's liability for non-performance or improper performance of a contract concluded on the basis of an Order is limited to the net value of the Order in question. This limitation does not apply if the damage has been done intentionally. LUXPOL's liability shall under no circumstances include loss of profits or costs of substitute performance.
13. LUXPOL's liability under statutory warranty is excluded to the extent of the resulting damage.
14. Individual products may be covered by a guarantee, subject to the conditions set out in a separate document. The guarantee shall only apply if the operating instructions and recommendations for the product in question have been observed and shall not cover any defects or faults due to misuse or natural wear and tear.

Chapter 7 Copyright

1. **All copyrights to works created by LUXPOL in connection with the preparation of the offer or the execution of the order, including**

visualisations, designs and other materials sent by LUXPOL to the Client are the property of LUXPOL and are protected by law. Without LUXPOL's consent, the aforementioned works may not be duplicated or used in any other way, in particular the Client is not entitled to use them for further products based on them (printing of advertising materials), including when commissioning services to other parties. By separate agreement, for separate remuneration, LUXPOL may allow the Client to use the above-mentioned works within the scope agreed by the parties.

2. 2. The Client is obliged to inform LUXPOL immediately if a third party has filed a claim for infringement of copyright or any other rights in order to enable LUXPOL to take part in a dispute with that person, including a court dispute. In the absence of such information, LUXPOL will not be liable to the Client for any possible damage.

Chapter 8 Confidentiality

1. The parties mutually undertake to treat as confidential any information obtained on the occasion of or in connection with the performance of the contract and which is not intended to be disclosed.
2. **In particular, all offers, quotations, and commercial information are intended exclusively for the addressee and may not be made available to third parties, particularly the addressee's business partners and clients or LUXPOL's business partners and clients other than the addressee.**
3. Each Party shall be liable for damages resulting from a breach of this obligation.
4. The provisions of points 1- 3 shall apply both during the performance of a Contract and for a period of 5 years after its termination.

Chapter 9 Final provisions

1. All notices and statements between the parties, if no written form is stipulated, may be made by e-mail.
2. The place of supply and performance of the service is LUXPOL's head office, with the exception of installation, decoration services and event services.
3. Any disputes that may arise between the Parties will be settled amicably to the extent possible. The court competent to settle disputes is the court with jurisdiction over LUXPOL's registered office.
4. Should any of the clauses in the GT&C be invalid, the remaining clauses shall remain in full force and effect.
5. LUXPOL reserves the right to make changes to the GT&C. Up-to-date GT&C are always available at the LUXPOL office and on the publicly accessible website www.grupaluxpol.pl.

6. In matters not regulated, the relevant provisions of the Act of 23 April 1964 Civil Code shall apply (Journal of Laws of 1964, no. 16, item 93 as amended).

Tychy, dated 01.06.2022