

# Regulations of orders of “SERIKON” Printing House Grzegorz & Krystian Pałka Unlimited Company

## 1. General

- 1.1. The Regulations constitute a pattern of contract according to article 384 of the code specifying conditions of contracts made with “Serikon” Grzegorz & Krystian Pałka Unlimited Company based in Tulce ( 63 – 004) at Sosnowa Str. and registered under the number **KRS 000008980** Poznan Court, XXI KRS Chamber of Commerce.
- 1.2. The Regulations enable only making orders by Contractors according to regulation from 2<sup>nd</sup> July 2004 concerning the liberty of commerce (Dz. U. from 2004 No. 173 position 1807 with further changes).

## 2. Definitions:

- 2.1. Printing House – company described in point 1.1 of the regulations offering services for the Ordering Party.
- 2.2. Ordering Party – contractor making orders of services offered by Printing House.

## 3. Orders

- 3.1. The following procedures must be followed while making orders:
  - 3.1.1. Ordering Party, while making orders is obliged to provide the Printing House with: the name and form of enterprise run, address, registration number, registering body and the number of tax identification.
  - 3.1.2. Any person making orders is obliged to present authorisation made by Ordering Party.
  - 3.1.3. Ordering Party is obliged to provide the Printing House with the name of the article ordered or commercial name or the name of the sample.
  - 3.1.4. Ordering Party, while making order is obliged to specify way and place of delivery. Printing House will not be held responsible for results of mistakenly defined place of delivery.
  - 3.1.5. If the order is made by e – mail or fax it is valid from the moment of its delivery. The moment of delivery is understood as the date of confirmation of receiving the order made by authorised employee of the Printing House.
  - 3.1.6. The Printing House has the right to require a deposit from Ordering Party or some other kind of a guarantee ensuring proper settlement of payments.
  - 3.1.7. If the Ordering Party resigns from the already made order the Printing House reserves the right to demand from the Ordering Party a compensation for already made expenses, especially including: costs of raw materials, costs of the designing works and preparation costs.

3.1.8. All changes connected with the order must have a written form ( e – mail, fax or letter) and must reach the Printing House within three days after making the order.

3.2. Confirmation of order:

3.2.1. All orders made by Ordering Party require written confirmation from the Printing House.

#### **4. Ordered goods**

4.1. The PrintingHouse reserves the right of tolerance of +/- 5% for delivered goods without prior acceptance on the part of Ordering Party.

#### **5. Delivery**

5.1. If the Ordering Party did not specify the delivery time this will be specified with confirmation of order.

5.2. Once the goods have been passed by Printing House to the carrier, the carrier holds sole responsibility for delivery - including danger of accidental loss or damage.

5.3. Any comment or remarks as for the delivery on the part of Ordering Party must be included in the letter of lading.

5.4. Above remarks must be confirmed in the registered letter with confirmation of the reception which is to be sent to the carrier within three days after delivery.

5.5. The copy of the above correspondence will be sent to the Printing House to evaluate potential responsibility of the carrier.

5.6. If the Ordering Party decides to transport the goods with its own means, all profits and burdens, including the risk of loss or damage to the goods are, once the goods have been taken over, on the part of Ordering Party.

5.7. Printing House is not responsible for delays in delivery which were not caused by Printing House.

5.8. Printing House will inform (in a written form) Ordering Party about delays or inability to deliver goods unless the circumstances make passing such information impossible.

5.9. Non accepting the goods or refusal of acceptance on the part of Ordering Party will result in placing the goods in the stock and storing them on the cost of Ordering Party.

5.10. Ordering party after accepting the goods is obliged to store them in a safe and dry place.

#### **6. Conditions of payment**

6.1. The price is settled according to the price list and is a subject to e – mail reconfirmation.

6.2. Term of payment is specified on the invoices issued by Printing House and is counted since date of issuing the invoice.

- 6.3. In case of delays in payments Printing House has the right to demand immediate payment of all invoices which are due plus interest rates according to official index.
- 6.4. Delivered goods are treated as sold and due to that Ordering Party is obliged to settle all payments in time specified in the invoice.

## **7. Complaints**

- 7.1. Complaints must be made in a written form and must include a complete list of all discrepancies including dates when they were noticed, number of order and contact data.
- 7.2. Ordering Party is obliged to check carefully all goods received. In case of any discrepancies Ordering Party is obliged to send:
  - 7.2.1. within five week days since delivery when some faults were noticed, discrepancy as for amount, quality or kind of delivered goods,
  - 7.2.2. within ten days as for visible faults, not later than two months as for faults whose revealing requires technical examination.
- 7.3. Any marks helping to identify the goods must not be removed.
- 7.4. The goods the complaint refers to must not be a subject to turnover until the issue is settled.
- 7.5. Bearing in mind the above requirements, Ordering Party after finding the basis for complaint must inform the representative of Printing House about the issue and enable him the access to the stock, place of application or processing the goods.
- 7.6. Having accepted the complaint, Printing House is obliged to exchange the goods for free from faults ones or make a refund.
- 7.7. Ordering Party is obliged to hand over the goods in the state they were received and in original packaging.
- 7.8. Ordering Party is obliged to contact Printing House to decide about the form of dispatch of the goods.
- 7.9. Printing House uses paints currently available on the market and cannot be held responsible for their light resistance, abrasion or durability.
- 7.10. Small changes of colour shades may result from the quality of delivered base and are not a subject to complaint.
- 7.11. After making an order Ordering Party has the right to know about tolerance predicted by Printing House.

## **8. Copyright**

- 8.1. Ordering Party holds a full responsibility for legal issues resulting from the content of materials delivered for printing and designs resulting from order including violation of copyright and other infringements.
- 8.2. Ordering Party must carefully analyse designs which result from the order and make any remarks over the issue within 3 days after receiving the design.

8.3. Printing House is the only copyright holder of all its projects.

8.4. Waiving the copyright of ordered and paid project may result only from a special agreement made between Printing House and Ordering Party.

## **9. Final provisions**

9.1. Printing House holds the right to introduce changes in the Regulations.

9.2. Any conflicts resulting from the contract will be settled by Polish Courts.

9.3. Sąd Powszechny in Poznań is a proper legal body to settle any arguments resulting from the contract.

9.4. Any legal action resulting from the contract will be performed according to Polish law.