

# General Terms and Conditions

*Relations, rights and obligations between business partners are governed by the Commercial Code No. 513/1991 Coll. The object of these Terms and Conditions is to establish rules and procedures for delivery of products and services related to printing production.*

## 1. Contractual Relations

The Seller shall draw up a "Contract for a Piece of Work" based on a purchase order accepted by the Seller in writing.

By mutual agreement, contract may be replaced by a written order, providing it includes all information that clearly describe the product to be produced. In addition to these data, the order must also include the date of submission of digital documents, the required delivery term, dates and prices determined on the basis of quotations or pricing table drawn up by the Seller. The Seller shall acknowledge receipt of the Purchase Order.

## 2. Submission of Documents

Unless agreed otherwise, the Buyer supplies all text and graphic files in digital form in PDF format. All requirements for submission of documents are specified on [www.tbb.sk/e.servis](http://www.tbb.sk/e.servis).

Buyer responsibly declares that submitted basic documents for printing do not contain a legal flaw and copyright as well as other intellectual property rights are settled.

The Seller shall prepare a digital preview of the submitted work, which the Buyer shall approve at the agreed time. The agreed lead-time period needed to perform the order shall commence with Buyer's confirming the Purchase Order and approval of data to be printed. In the case of changing of the date of approval, new deadlines must be agreed. By repeated production (rerun) or simple production (i.e. printing 1+1 colour) the parties may agree that supplied data shall be deemed to have been accepted and approved by the Buyer.

## 3. Fulfillment of Contractual Obligations and Delivery Terms

An obligation shall be considered to be fulfilled when the subject matter (the goods) has been delivered to the Buyer. Delivery terms and legal relations resulting thereof are governed by the European rules of Incoterms 2010. The actual Incoterm (mostly EXW, FCA, CPT, CIP, DAP) is determined by the requirements of the Buyer.

The quantity ordered is shipped with a tolerance of:

- up to 10,000 pieces of  $\pm 5\%$
- 10,000 to 20,000 pieces of  $\pm 3\%$
- 20,000 to 100,000 units  $\pm 2\%$
- over 100,000 units  $\pm 1\%$

If the Buyer requires a guaranteed or exact quantity of goods ordered with no tolerance, the Seller will increase the quantity of goods produced by 2% and the cost will be deducted from the price of ordered goods.

Irrespective of the type of delivery terms, the Buyer is obliged by law to confirm shipping documents (delivery note, CMR note, SAD) and return them to the Seller without delay.

#### **4. Product Quality**

The quality of the goods must conform to the technical standards for the printing industry in terms of ISO 12647-2 standards and guidelines for the bookbinding (published by the Printing Industry Association of the Slovak Republic based on the standards of finishing and bookbinding in Switzerland and Germany).

#### **5. Obligations of the Buyer**

The Buyer receives an advance copy of the finished production from the supplier in a maximum number of 5 pcs.

The Buyer is obliged to check the delivered goods, the advance copies, completeness and integrity of the delivery. If any goods are found to be defective, the Buyer shall have the right to reclaim the goods.

#### **6. Claim of Defective Goods**

The claim has to be performed in written form by the authorized person, with no delay once a defect has been noticed and within 14 days after delivery. Once this deadline has lapsed, only hidden defects can be accepted.

In the case of incompleteness or non-conformity of the goods delivered to the named place of delivery, a record has to be made and signed by representatives of the Buyer as well as the shipper and must be accompanied by photographs.

In the case of product complaint, in addition to description of the non-conformity and sending of the sample(s), the claimant has to determine whether it is a significant or less significant defect (a minor or a major fault) and the resulting compensation of claim.

Seller processes legitimate complaints without undue delay. Complaint resolution time (the time to remove the claimed defects or replace defective product) will be agreed between the Buyer and the Seller during the complaint procedure depending on the nature and scope of the claimed defects. Communication within the complaints procedure can be carried out electronically.

When solving a complaint by compensation, the Buyer is obliged to return the claimed goods or discard them in a provable way with consent of the Seller.

Notification of any hidden defects of the goods must be made in written form and the faulty goods have to be returned within 2 years after delivery. The claim will be settled by repairing the products if possible, or by a credit note.

#### **7. Penalties**

Contractual penalties, should they be applied, shall be indicated in the contract for a piece of work in writing. The principle is that penalties are mutually agreed upon by both parties.

#### **8. Other Agreements**

If the contract was signed before submitting the materials for production and the subsequently supplied materials do not conform to the specifications in the contract, the Seller is entitled to draw up a new quotation which the Buyer must approve. With the approval of prices, a contract amendment is to be made, specifying the new implementation date. The same procedure applies by technical specification changes during production. If the digital data is faulty or unsuitable, the Seller shall request new data. The Seller may, upon Buyer's request correct the data, if possible. The Buyer

must approve the cost of data rectification, the time needed for data encoding and approve the adjusted data (grant an imprimatur).

If an obstacle occurs on the Seller's part that may affect the performance or induce failure to comply with the agreed deadline, Seller undertakes to inform the Buyer of such obstacle without undue delay and, at the same time he shall clarify the nature of the obstacle.

If the print job is cancelled or the realization is shifted significantly to a later date, or the print run, extent or product specification has been altered, and it is not possible to agree a change to the delivery timeline with the supplier of materials needed for the production, or it is already in stock, the material will be invoiced to the Buyer should the Seller wish to invoke the right.

## **9. Final Provisions**

The Seller declares that he shall endeavour to resolve any disputes between the partners by mutual agreement and in an amicable manner. Nevertheless, should there be a dispute or claim, the legal relations between the parties shall be governed by the Slovak Commercial Code. In case of international trade dispute between the parties, the mutual agreement shall be governed by the International Private and Procedural Law.

## **10. Obligations of a Document Holder**

The holder of the electronic document is each TBB employee who has corresponding access rights set in the document by the scope of minimal reader's access and who is obliged to familiarize themselves with the document and conduct in accordance with its instructions. The holder of the document (the electronic or paper form) is obliged to notify demonstrably his subordinate employees of the document, at least within the scope of their immediate responsibilities.

If the holder of the document finds any disagreement in the document he is to establish without delay comments on the dossier, respectively inform their immediate superior.

The holder of the paper version of the document is responsible for document storage in the workplace or in the nearby registration archive to prevent damage, loss or misuse of the copy by an unauthorised person. By shift management they are required to return the invalid version back to the administrator. In case of loss (destruction) of the registered copy of the document, shift leader is required to report it to the administrator, respectively to the person in charge of the document and request a duplicate.

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