

STUDIO KOLOR SP. Z O.O. GENERAL TERMS AND CONDITIONS OF SERVICE

§ 1

TERMS AND CONDITIONS OF COOPERATION

1. These General Terms and Conditions of Service, hereinafter referred to as GTC, specify the rules and conditions of cooperation between the Parties with respect to providing services offered by Studio Kolor Sp. z o.o.
2. Studio Kolor Sp. z o.o provides services in the field of visual communication, especially in large format digital printing.
3. Use of Studio Kolor services is subject to the Customer's acceptance of these GTC.

§ 2

DEFINITIONS

1. Contractor - Studio Kolor Sp. z o.o., Głogów Małopolski (36-060), ul. Lotniskowa 14, NIP: 8131013361, REGON: 690325265 entered in the National Court Register kept by the District Court in Rzeszów, 12th Economic Division of the National Court Register under KRS number: 0000751299.
2. Customer - the entity using the Contractor's services pursuant to the GTC and the concluded Contract.
3. Contract - a service agreement concluded between the Contractor and the Customer to the extent and on the terms and conditions specified in the GTC.
4. Service - a service rendered by the Contractor to the Customer on the basis of the GTC and the concluded Contract, consisting in manufacturing a print product or other goods for the Customer on the basis of a placed order.
5. Order - a declaration of intent by the Customer that aims directly at concluding a Contract for provision of services by the Contractor to the Customer.
6. Product/Goods - a service of production by the Contractor of a printout or other goods specified in the Order placed by the Customer, which is the subject of the concluded Contract.
7. Printout - a graphic work made in digital printing technology to the Customer's Order, intended for distribution.
8. Proof - a sample version of the Printout constituting the basis for execution of the placed Order.
9. Design/Print File - a graphic file containing detailed technical specifications of the ordered Product sent by the Customer as part of the Order to be completed by the Contractor.
10. Specification - technical specification for preparing materials for digital large format printing, which is an appended to the GTC.
11. Standardisation of print file - processing of a file sent by the Customer, consisting in standardisation, correction and preparation of the file, aiming at obtaining an optimal result that will allow for correct Printout of the ordered Product.

§ 3

ORDERS

Order Placement

1. Orders shall be placed electronically by e-mail or in person at the Contractor's premises. The Order may be placed on behalf of the Customer by a person authorised to carry out specific activities on behalf of the Customer, on the basis of proper authorisation.
2. The Order should include:

- 1) the Customer's details;
- 2) the Order specifications:
 - a. the name of the Product and/or the name of the material of which the Product is to be made;
 - b. where material for the Product is to be supplied by the Customer: the name, dimensions, quantity and date of delivery;
 - c. the format of the Product;
 - d. the finishing method of the Product;
 - e. the number of pieces of the ordered Product;
 - f. the packaging method for the Product;
 - g. the expected Order lead time, as well as dispatch or personal collection dates;
 - h. for shipping - the shipping details.
3. The Customer is obliged to provide all the necessary data for completion of the Order in the form of an electronic file, with an advance necessary for timely completion of the Order, prepared in accordance with the binding Technical Specifications for preparing materials for large-format printing. All the data provided to the Contractor for the execution of the Order shall be retained by the Contractor for a period of 1 year.
4. By providing the Contractor with the Order Design, the Customer agrees to the necessary Standardisation required to produce a correct Printout.
5. The deadline for delivery of the Print File is the time of delivery of complete materials not requiring correction. The supply of defective or incomplete materials may cause a delay in the execution of the order, which shall be the responsibility of the Customer.
6. All illustrations provided by the Customer serve as a model to illustrate the ordered Product. Slight differences between the finished Product and the submitted materials, which are the result of individual computer settings, cannot constitute grounds for a Product complaint.
7. The Contractor carries out Orders based on the graphic design of the ordered Product supplied by the Customer and is not obliged to verify it before commencing the Order.
8. The Customer may have the Contractor prepare a Proof at the Customer's expense. No objections to the Proof submitted by the date of commencement of performance of the Order shall be deemed acceptance of such form of the Product.
9. The Contractor reserves the right to refuse to accept the Order, in particular when:
 - 1) the Order is incomplete and the Customer shows no willingness to complete it;
 - 2) the electronic Print Files provided by the Customer do not comply with the provisions of the GTC and the Specification;
 - 3) the Product and/or its component part needed for the Printout are not available;
 - 4) the Contractor does not currently have the production capacity to complete the Order on time;
 - 5) the Customer is in default of payment;
 - 6) the quote or offer has expired.

Acceptance of orders

1. Acceptance of the Order by the Contractor shall be tantamount to the Parties concluding a Contract for the provision of the Service.
2. After the Order is submitted by the Customer, the Contractor shall send the Customer a confirmation of its acceptance, along with information on the lead time and a summary of the Service costs.
3. Once the Contract has been concluded, the Customer may not terminate it. The Contractor may agree to terminate the Contract only after all costs incurred by the Contractor in connection with the commencement of the Order have been paid.

4. The Contractor shall be entitled to demand prepayment or withdraw from the Contract if, after the Order has been accepted, facts are discovered which undermine the Customer's liquidity.

Order processing

1. The lead time starts on the day the Order is accepted by the Contractor and ends on the day the finished Product is sent for shipment or the Customer is notified that it can be collected in person. The Goods' shipping time is not included in the Order lead time. However, the Order lead time shall be extended by the time during which the Customer delays the fulfilment of its obligations or changes the scope of the Order.
2. Before starting to carry out the Order, the Contractor shall carry out an appropriate Standardisation of the print file, which shall enable the correct Printout of the ordered Product.
3. The Contractor shall not be liable for the quality of the materials supplied by the Customer and thus for any defects or damage that may occur during or after production.
4. In the case of materials supplied by the Customer, the Customer shall be obliged to ensure an appropriate stock of material, which, for technological reasons, shall be determined each time by the Contractor prior to commencement of the Order. Failure to supply sufficient material shall be the responsibility of the Customer.
5. Failure by the Customer to provide the materials necessary to manufacture the Product in due time may result in postponement of the Order lead time.
6. The Contractor reserves the right that slight colour differences may occur in individual Orders due to different batches of material and/or shade of substrate.
7. The Contractor shall not be liable for delays in carrying out the Order due to force majeure events, of which it shall promptly notify the Customer.
8. Unless otherwise stated, the Contractor shall pack the printouts to the best of his knowledge in such a way that they can be transported without damage. The Customer may also specify the method of packaging. The costs of packaging shall be borne by the Customer.
9. In a situation where the Contractor is unable to complete the Order in whole or in part, e.g. due to lack of available materials required for production of the Product, damage to or loss of the Product, the Contractor shall immediately notify the Customer of the occurrence of the said circumstance and return the price paid or provide substitute performance at the discretion and agreement of the Customer.

Order collection and dispatch

1. After completing the Order, the Contractor shall forward the finished Goods to the selected shipping company providing postal and courier services for dispatch. The Customer also has the option of collecting his Order in person. In the case of shipping via a shipping company from the list of carriers with which the Contractor cooperates, the Customer shall be entitled to choose the carrier. If it is possible, the Customer may insure the consignment for transport at his own expense.
2. Delivery times will be in accordance with the delivery times guaranteed by the shipping company. The Contractor shall not be liable for delays in delivery caused by the carrier.
3. In the event of a delay in dispatch at the express request of the Customer, the Contractor shall be entitled to charge the Customer the additional cost of storage of the Goods.
4. From the moment the Order is issued, the Contractor shall not be liable for damage to or loss of the consignment.
5. The Customer has the right to check the consignment in the presence of an employee of the forwarding company. If any damage is found, the Customer shall draw up a damage report with the carrier. The absence of such a report may result in the Contractor refusing to accept the complaint.

§ 4
PRICE AND PAYMENT TERMS

1. The price for executing the Product, as well as the term and conditions of payment, shall be agreed upon during the acceptance of the order.
2. All offers are net prices only. VAT will be added to the price at the rate applicable on the date of conclusion of the Contract.
3. Unless otherwise stated, the price quoted does not include costs related to the execution of the Project, as well as the cost of transport and additional services.
4. Unless otherwise stated, the price offered includes the processing of a single file. When printing multiple prints from multiple files, the cost of processing the additional files will increase the final product price.
5. The price may change if the Customer makes changes affecting the price in the course of the Contract.
6. Acceptance of an Order may involve making an advance payment or payment of the entire price. The amount and date of payment of the applicable amount shall be determined by the Contractor.
7. In the case of partial prepayment, the Customer shall be obliged to pay the remaining amount within the period resulting from the VAT invoice issued by the Contractor.
8. The Contractor reserves the right to suspend, extend or cancel the execution of the Order in the event of a delay in payment of the initial advance or any other agreed charges. In the event that the Order is cancelled, the advance payment shall be credited towards compensation for non-performance of the accepted Order through the fault of the Customer.
9. For the Order, the Contractor shall issue a VAT invoice, which it shall send to the Customer via e-mail. The Customer agrees that the Contractor may issue invoices in electronic form.
10. The Customer shall be obliged to make all payments to the Contractor on time. Payments shall be made by bank transfer to the bank account specified on each VAT invoice, unless otherwise agreed by the Parties.
11. The date of payment shall be the date on which the payment is credited to the Contractor's bank account or the date stated on the payment receipt.
12. For each day of delay in payment by the Customer, the Contractor shall be entitled to charge statutory interest for the delay. The Contractor may also send a call for payment at the Customer's expense.
13. Submitting a complaint does not release the Customer from the obligation to pay the whole price for the Service.
14. The Contractor shall be entitled to suspend the execution of the Order, refuse to release the Goods or withdraw from the Contract at a time selected by it, with the right to retain the advances paid by the Customer if the Customer is in default with payments.
15. All Products made by the Contractor are the property of the Contractor until all due payments have been made by the Customer.

§ 5
COMPLAINTS

Procedure for submission

1. A complaint should be submitted using the complaint form appended to these GTC. The Customer shall be obliged to send the completed form to the Contractor via e-mail within 14 days from receipt of the Goods. In the case of damage to the Product during transport, it is necessary to enclose a damage report written with the carrier. Failure to meet the aforementioned deadline shall result in refusal to process the complaint.

2. The Customer is obliged to deliver the defective Product to the Contractor at his own expense. In justified cases the Contractor may agree to consider the complaint on the basis of submitted photographs of defects of the complained printout.
3. Defects in a part of the delivered Product do not entitle to complain the whole of the Goods.

Handling of complaints

1. Complaints are dealt with within 14 days of notification, on the basis of the documentation provided by the Customer. Due to the specific nature of the complaint, the Contractor reserves the right to extend the complaint handling period, of which it shall immediately inform the Customer, at the same time indicating the period within which the complaint will be handled. The expiry of the deadline for complaint handling is not equivalent to recognition of the complaint by the Contractor.
2. The following products are not subject to complaint:
 - 1) damaged in shipment, if the damage is not noted on the damage report;
 - 2) damaged during installation, improper use or prolonged exposure to weather conditions;
 - 3) stored inappropriately for prolonged periods prior to exposure;
 - 4) destroyed or altered by the Customer;
 - 5) damaged due to non-standard packaging, at the choice of the Customer;
 - 6) with a slight variation of the colour pattern approved by the Customer;
 - 7) which contain minor deviations from the content of the Order submitted, if these do not affect the final application of the Product in any way.
3. If the complaint is accepted, the Contractor shall immediately correct the defective Product or deliver a new Product free of defects to the Customer. If correction or replacement of the Product is not possible, the Contractor shall reduce the price of the Product or withdraw from the Contract and return to the Customer the whole or part of the price paid by the Customer within 14 days from the date when the complaint was considered justified.
4. In the event of a complaint being acknowledged by the Contractor, the amount due shall be reimbursed in the same manner in which the Customer paid for the Order.
5. The costs of unjustified complaints shall be borne in full by the Customer.

§ 6

LIMITATION OF LIABILITY

1. The Customer shall be liable for any incomplete, outdated or false information provided in the course of placing an Order or performing the Contract, as well as for any legal defects resulting from the content or form of materials supplied for printing, including infringements of third party rights. The Customer assures that the content of the Print Files supplied by it, as well as the purpose of performing the Order, do not infringe copyright or related rights of third parties. Should the above rights be infringed, the Customer undertakes to bear full responsibility for the infringement. The Contractor has the right to refuse to perform the Order if it has reasonable doubts that its performance may violate copyrights and related rights of third parties as well as other provisions of law and morality.
2. The Contractor's liability for damages for improper performance of the Contract shall be limited to the price agreed for completion of the Order. The Contractor shall not be liable for any lost profits that may result from improper performance of the Contract. The Customer shall not be entitled to compensation for lost profits.
3. In the case of materials being supplied by the Customer, the Contractor shall not be liable for the degree of their suitability for the Order.

§ 7 PRIVACY POLICY AND DATA PROTECTION

1. The Controller of the Customer's personal data - in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter „GDPR”) - is Studio Kolor Sp. z o.o. with its registered office in Głogów Małopolski (36-060), at Lotniskowa 14.
2. The Contractor shall ensure the protection of personal data entrusted to it for processing by the Customer. The processing of personal data shall be carried out in accordance with the legal provisions in force in the territory of the Republic of Poland.
3. Processing of the Customer's personal data takes place for the purpose of carrying out the Order.
4. The personal data collected by the Contractor may also be used to inform the Customer about the Services provided by the Contractor.
5. The Contractor reserves the right to disclose selected information concerning the Customer to competent authorities or third parties who submit a request for such information on an appropriate legal basis, only and exclusively if it is in compliance with the provisions of the law in force in the territory of the Republic of Poland. Apart from these cases, information concerning the Customer shall not be disclosed to any third party without the consent of the Customer.
6. The Customer's personal data may be passed on to entities processing them on request, in particular to entities dealing with the Contractor's accounting matters, debt collection companies or shipping companies.
7. The following personal data of the Customer are processed as part of the Order:
 - 1) the name and surname/company name of the Customer;
 - 2) address/headquarters of the Customer;
 - 3) NIP and REGON registration numbers;
 - 4) the Customer's e-mail address;
 - 5) the contact telephone number indicated by the Customer.
8. The provision of personal data by the Customer is voluntary, but necessary for the execution of the Order. The data are provided by the Customer at the stage of placing the Order, making use of Contractor's Services and at the stage of correcting or updating the data.
9. The Customer shall be obliged to notify the Contractor immediately of any change in the personal data provided by him. If no such notification is given within 7 days of the change, the Customer's existing data shall be deemed to be up-to-date.
10. The Customer has the right to access the content of his personal data, the right to correct and complete it, as well as the right to demand that the processing of his personal data ceases and that it be deleted. To this end, the Contractor should be contacted.
11. The personal data processed will be retained for the duration of the Contract and thereafter for the period necessary to fulfil the purposes:
 - 1) related to the settlement of the Order or the assertion of complaints in connection therewith;
 - 2) any complaints about the finished Products.

§ 8

CONFIDENTIALITY

1. All information obtained by the Parties in connection with the performance of the Order may be used only for purposes directly related to the performance of the Contract. The Parties are obliged to keep all the above information confidential. Subject to paragraph 2 of this section, during the term of the Contract and after its expiry or termination, neither Party shall publish, transmit, disclose or provide any information which it obtains in connection with the performance of the Order.
2. Information not subject to restrictions of disclosure:
 - 1) Commonly known information;
 - 2) Information disclosed with the written consent of the other Party;
 - 3) Information disclosed as required by applicable law or court order.
3. Each Party shall be responsible for taking all necessary measures to ensure that its employees and other persons under its responsibility comply with their confidentiality obligations.
4. Each Party agrees not to take any actions that may constitute, in relation to the other Party, an act of unfair competition within the meaning of the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2019, item 1010 as amended).

§ 9

FINAL PROVISIONS

1. The general terms for the provision of services are subject to change, of which the Contractor will be notified by e-mail. Amendments to the GTC shall enter into force as of the date indicated in the GTC, but not earlier than 14 days after the Contractor has announced the amendments. In the event of changes to the GTC, the provisions of the previously effective GTC shall apply to Orders placed prior to the effective date of the new GTC.
2. If the Customer does not agree with the changes to the GTC, he is obliged to inform the Contractor of this within 7 days of receiving the amended GTC. Failure to give such notice shall result in the Customer being deemed to have accepted the changes contained in the GTC.
3. The competent court for all disputes which may arise between the Parties shall be the common court having jurisdiction over the registered office of the Contractor.
4. In matters not regulated in the GTC, the provisions of Polish law shall apply, in particular the relevant provisions of the Civil Code.
5. The GTC come into force on 1 January 2022.