

Cooperation agreement

**General Terms and Conditions of Cooperation and Production
in Przedsiębiorstwo Poligraficzny RAGUS J. Ragus M. Ragus Sp.J.**

1. Definitions:

The phrases used in this Agreement are understood as follows:

Printing house: Przedsiębiorstwo Poligraficzne RAGUS J. Ragus M. Ragus Sp.J. with headquarters at: ul. Letniskowej 4, 08-440 Pilawa, NIP: PL8261022677, REGON: 710383135;

Ordering party: The entity indicated in the price offer, to which these General Production Conditions have been made available;

Price offer (Offer): Printers' statement addressed to the Ordering Party via e-mail, fax, mail or delivered in person placed on the form "Offer No. ..." as a response to the Ordering Party's Request Quote, including information such as: quantity, format, raw material, color, refinement, scope of bookbinding work, packing method, delivery conditions (including place of delivery and method of transport), unit price, order value and method and date of payment. The validity of the offer and the prices it provides with the production specification indicated is determined for a period of 30 days from the moment of submitting the Offer to the Ordering Party and 6 months from the date of its acceptance.

Unless the parties have agreed otherwise, the prices presented in the Price Offer are net prices and exclude VAT, other taxes, levies, duties. Net value added tax will be added to net prices, other taxes, duties, duties in the amount resulting from the applicable provisions.

Order: statement on the order of the Product made by the Ordering Party (based on the submitted Offer by the Printing House) and accepted by the Printing House within 3 days of its receipt, submitted to the Printing House via e-mail, fax, mail or delivered in person, in which the Ordering party accepts these General Production Conditions while excluding any general terms and conditions of contracts, model contracts or regulations used by the Ordering party, which are not bound by the Parties.

The order should contain detailed details of the Ordering Party (full company name, address, NIP, telephone number), quantity, format, raw material, color scheme, technical parameters transferred to the Printing House, refinement, scope of bookbinding work, packing method, delivery conditions (including place of delivery and method of transport), unit price, order value as well as method and date of payment; in addition, information on production files (location of production files, file name, etc.) and indication of the Authorized Party to represent the Ordering party (name and surname, function, telephone number, e-mail). The order is considered to be correctly submitted only if printing house confirms the correctness of received production files within no longer than 3 business days from the date of their receipt. Failure by the Printing House to submit a statement in the form appropriate to the Order shall be considered as confirmation of correctness.

Contract: an agreement under which the Ordering Party orders a product (and eventually delivery) with a specific specification in the Order submitted on the basis of the price offer presented by the Printing House, committing itself to collecting the Product and paying the



agreed remuneration, and the Printing House undertakes to produce Product (and possible delivery of the Product in whole or in batches to the place indicated by the Customer).

Customer's Supervisor: an employee of the Printing House appointed and authorized to represent the Printing House in dealing with the Ordering party in the field of receiving and handling Orders. Authorized Person: a person designated by the Ordering Party who has the Ordering party's authorization to represent the interests of the Ordering party, including the submission and handling of Orders.

Complaint: statement of the Ordering Party addressed to the Printing House via e-mail, fax, mail or delivered in person, containing all the information necessary to consider the Complaint, in particular, the type of non-compliance.

2. Conclusion of the contract

The conclusion of the Agreement takes place as a result of submitting the Order constituting the acceptance of the Offer prepared by the Printing House without changes by the Purchaser or submitting the Order with changes approved by the Printing House within 3 working days from the date of placing the Order.

Placing an Order is tantamount to submitting a statement about familiarization with these General Production Conditions and the Ordering Party's consent to be bound by the provisions of the General Production Conditions.

When the Printing House is not able to perform the service in accordance with the order placed and at the time indicated therein, the Ordering Party will be informed by the Customer's Supervisor via e-mail, fax, in person or by phone.

Upon the delivery of the Order to the Customer Carer or his acceptance on the principles described above and confirmation of compliance of production files and directing the Order to production, the Agreement shall be deemed concluded and binding the Parties. Orders exceeding PLN 20,000.00 net need to be confirmed in writing signed by the Ordering Party under pain of nullity.

3. Schedule

The condition for the implementation of the Order is the Parties reaching agreement on the production schedule of the Products, including the dates of delivery by the Ordering Party of data needed for production and technical parameters as well as dates of reporting changes in them. The Printing House undertakes to maintain the agreed schedule provided that the Ordering Party provides the said data and parameters duly prepared and on the date indicated in the Order.

In the event that the Printing House challenges the materials needed to execute the Orders sent by the Ordering Party, the Ordering Party shall be obliged to send new materials along with a written indication of which materials the Printing House shall use to launch the production of the Order. After the delivery of new materials necessary to execute the Order and their subsequent verification by the Printing House, the deadline for its implementation is finally confirmed.

4. Production process

The materials and technical means belonging to the Printing House will be used to produce the Product, unless the specific Contract provides otherwise. A different arrangement may also



include the Employer's obligation to provide his own materials necessary to manufacture the Product. In this case, the Order must specify the manner and date of handing over the materials, the method of their storage, technical parameters and the method of calculating the surplus remaining after the production of materials.

The Printing House is obliged to produce the Product in accordance with the indications of the printing art, which is tantamount to producing the Product in accordance with ISO 12647-2, subject to allowing derogation from the standard resulting from the ISO 12647-2 standard only and exclusively at the request of the Employer, marked unambiguously in order.

The standard densitometric values of optical densities, taking into account the permissible tolerances, are considered to be a color guide.

By agreeing to be bound by General Production Conditions, the Customer declares that he agrees to accept this quality criterion for the ordered Product. All materials provided by the Ordering Party shall comply with the Technical Specification for Preparation of Print Materials used by the Printing House. The Technical Specification for Preparation of Print Materials will be attached to the price offer or will be available at: <https://ragus.pl/instrukcja/>

At the request of the Ordering Party included in the Order, the Printing House will perform and provide the Purchaser with proofs and / or validity of imposition sheets to accept the Order. The Printing House is not responsible for defects or errors not corrected by the Employer. The lack of such changes within 7 days from the date of handing over is considered acceptance of proofs. The costs of changes or additional proofs and / or ozalid printouts shall be borne by the Ordering Party in accordance with the rates applied by the Printing House.

Until the proof / ozalid printout or samples of the product are accepted (Product sample / model / can be prepared for a clear indication of the Ordering Party for an additional payment, the value of which will be determined before the sample is processed), the Printing House will only take actions necessary to prepare the Order. The printing house will secure the production capabilities of your company only after accepting proof / ozalid or sample prints.

The Employer may be entitled to supervise the production process of the Order by an Authorized Person only after expressing his consent by the Printing House and after prior determination of the date and place of exercising supervision. An Authorized Person may stay in the Printing House's production area only in the company of the Customer Carer. The Authorized Person is obliged to adhere to the provisions of health and safety regulations in force at the Printing house production premises and the instructions of the Customer Supervisor.

The Authorized Person is authorized to express acceptance of the method of production, with the proviso that granting the acceptance may not hinder or inhabit the Printing production process.

The Printing House has the right to charge the Ordering Party for unjustified suspension or delay of production based on the rate of man-hours attributed to a given machine or machinery, in the amount from PLN 200.00. up to PLN 600.00. net per hour of delay or downtime.

By the Accepted Authorized User, he releases the Printing House from responsibility for the manner of performing the Order.

The Printing House allows the delivery of the raw material for printing by the Ordering Party, provided that the Order has been decided on the basis of the submitted Offer. The Ordering Party will provide the raw material of the appropriate type in the dates and quantities specified in the Order or otherwise agreed by the parties. An earlier delivery of paper or delivering it in batches requires the prior consent of the Printing House.



The printing house may refuse to accept paper, which in the opinion of the Printing House is not suitable for production. In this case, the Printing House does not fall into the delay in fulfilling the obligation. Paper delivered by the Ordering Party, which has not been used in production or which has not been used in production for any reason (including due to changes in technical parameters) and which will not be picked up within 30 days from on the day of the call by the Printing House for its receipt, the Ordering Party undertakes to transfer its ownership free of charge to the Printing House, which may dispose of it or use it at its own discretion. When the paper is delivered by the Printing House, the prices quoted in the Offer are based on the paper usage level agreed upon by the parties and cannot be changed due to the actual amount of paper used.

The Printing House shall inform the Employer of all circumstances threatening the timely completion of the Order, as well as the remedies taken.

5. Delivery of the product

Immediately after the end of the Product production process, the Printing House will proceed to check the quality of the Product, and if it is approved, it will pack the Product in accordance with the Order and notify the Ordering Party of the readiness to deliver the Product or transport it to the place designated by the Customer.

Unless the Parties agree otherwise, the Product should be delivered in the quantity indicated in the Order, subject to the permissible deviations in the amount of the Product within the limits of: +/- 3%. In this case, the price will be adjusted according to the amount of the Product actually delivered.

At the moment of informing the Ordering Party about the completion of the manufacturing process (if the Ordering Party undertook to collect a personal Product), the Ordering Party is obliged to collect the Product within 7 days from the date of notification. If the shipment of the Product is delayed on demand or due to the fault of the Ordering Party, the storage of the Product takes place at the expense and risk of the Ordering Party. At the Purchaser's request, the Printing House may store the Product for remuneration calculated at the rates used by the Printing House.

The Purchaser may use the transport service offered by the Printing House or use the offer of an external carrier or provide its own transport (personal collection of the Product).

Transport and insurance of the Product for the time of transport is effected on explicit request in the Order accepted by the Printing House and for an additional payment determined.

At the time of the release of the Product, the risk of damage or loss of the Product passes to the Ordering Party. At the time of delivery of the Product, the Purchaser should examine the Product and confirm its receipt in writing. The product is considered as received without any reservations if the Purchaser does not notify the Printing House about quality or quantity defects of the Product within 7 days from the date of Product release.

6. Financial situation

The Printing House accepts the Order for execution subject to receipt of documentation confirming the good financial standing of the Ordering Party before confirming the acceptance of the Order for execution. The Printing House may, within 30 days from the date of reaching the Contract, withdraw from the Agreement in the event of a negative assessment of the financial situation of the Employer (including not receiving the documentation referred to above), unless the Ordering Party secures the payment in a manner previously approved by the Printing House.



The withdrawal described above results in the release of the Parties from the obligation. In such a case, the contract is considered void.

7. Additional costs

The Ordering Party undertakes to cover the costs incurred in connection with the change of technical parameters specified in the Offer during the performance of the Order. The Printing House may require the Purchaser to reimburse the costs of purchasing the paper delivered by the Printing House and not used in production as a result of changes in technical parameters or other elements of the Order. The costs of purchasing such paper shall be equal to the price of its purchase by the Printing House increased by costs / remuneration related to its purchase and storage according to the average remuneration calculated on the basis of remuneration for such activities offered by two entities professionally involved in this type of activities.

In the event of a delay in production due to actions or omissions of the Ordering Party, the Printing House may require the Ordering Party to repair the damage suffered in this respect, including coverage of additional costs at the rates used by the Printing House.

Additionally, if the production is delayed by more than 30 days or it is suspended for a period of at least 30 days at the request of the Ordering Party or because of its actions or omissions, the Printing House may withdraw from the Contract and demand a contractual penalty in the amount specified in that price Orders reduced by costs saved by the Printing House within 7 days from the date of withdrawal from the Agreement. The printing house may claim damages transferring the amount of the contractual penalty.

8. Cost of material storage

The Ordering Party, on the basis of the Order or another contract, may provide the Printing House for storage and subsequent use in the production process of materials constituting its property. The delivery of materials for storage will be at the expense of the Ordering Party. The Ordering Party undertakes to inform the Printing House about the date of delivery, specifying the amount of materials delivered not later than 24 hours before delivery, in order to prepare the appropriate storage space by the Printing House. The transport may be sent by the Ordering Party only after confirmation from the Printing House that it is ready to accept the delivery. Materials must be packed in a packaging to protect them from external (weather) factors. Unless the parties decide otherwise, the payment for the first 30 days of storage will not be charged to the Ordering Party as part of the execution of the next Order. Unless the parties decide otherwise, the Printing House shall charge the Ordering Party for each day after crossing the 30th day, in the amount of PLN 3.00. net for each pallet stored (also started) and a fee for warehousing at a rate of PLN 50.00. net for each issue or acceptance of the unprinted raw material pallet - however, no more than PLN 300.00. net regardless of the number of pallets for each delivery.

Payment for storage of materials will be made by the Employer based on the delivered VAT invoice on time and under the terms of a separate contract. Unless the parties decide otherwise, the VAT invoice will be provided with a 30-day payment period and it may be issued by the Printing House upon acceptance of the goods.

9. Invoicing and payment

In order to settle the Agreement, the Printing House will issue a VAT invoice in accordance with the rules resulting from the provisions of tax law, under which the Purchaser will make the



payment. Unless the parties decide otherwise, payment should be made on the basis of a VAT invoice within 30 days from the date of invoice.

Settlements under the Agreement will be made in the Polish currency. It is acceptable to settle the settlement in a foreign currency. If the prices included in the Price Offer are given in a foreign currency, then the foreign currency will be converted into Polish currency according to the average NBP exchange rate in effect on the day of invoice issue.

In the event of delay in payment exceeding 14 days, the Printing House has the right, after calling the Employer for immediate payment, to charge interest on the outstanding amount in the amount of statutory interest increased by 4% per annum. The amount of interest accrued by the Printing House may not exceed the maximum interest rate.

Unless agreed otherwise, the payment for storage of the produced Product shall be made on the basis of a VAT invoice issued on the last day of the calendar month to which the storage will apply. The invoice will bear a 30-day payment period.

The ownership of the subject of the order passes to the Ordering Party at the time of making the full payment of the remuneration for the executed Order.

The Ordering Party has no right to make deductions or other deductions from amounts due to the Printing House from the Ordering Party without the express consent of the Printing House. The Ordering Party may not transfer the rights resulting from the Order without the prior written consent of the Printing House under pain of nullity.

10. Quality standards

The printing house operates based on the implemented and maintained Quality Management System compliant with the ISO 9001 standard.

The Printing House makes no warranty as to the quality of the Product, including the suitability of the Product for any purpose. The liability of the Printing House under the statutory provisions for defects in the Product shall be excluded to the extent to which defects occurred after 7 days from the date of delivery of the subject of the Order.

The Contracting Party declares that the Printing House is not responsible for its assurances or statements that are not expressly included in the Order.

11. Complaints

Upon receipt of the Product, the Purchaser is obliged to immediately undertake inspection activities in a proper and appropriate manner for the subject of the order as well as in terms of compliance with the contract / order.

In the case of non-compliance, the Ordering Party undertakes to notify the Printing House in writing within 7 days from the date of delivery of the Product regarding the number of defects, defects, incompatible quality features, and defects of the Product. The ordering party will make every effort to secure evidence that the non-compliance has occurred and will take care to minimize any damage resulting from the disclosed product defects.

The Client's supervisor immediately after receiving the Complaint takes actions to consider the complaint. The Printing House undertakes to consider the Complaint as soon as possible and provide the Ordering Party with information on the method of processing not later than within 14 days from the date of filing the Complaint. In the event that the proper examination of the Complaint requires the necessary tests or expert opinions, the duration of the complaint procedure may be extended by the waiting time for the results of tests or expert opinions.

At each stage of considering complaints, the Ordering Party has the right to receive current information on the status of Complaints, steps taken and their results via the Customer Carer. The Ordering Party is obliged to return the whole or part of the subject of the Order to the



Printing House, which is the basis for considering the complaint. After consideration of the complaint and its recognition as justified, the Printing House shall cover the costs of delivery of the product complained against from the registered office of the Ordering Party to the Printing House. Challenging only a part of the executed Order does not release the Employer from the obligation to pay remuneration for the undisputed part on the terms specified in this Agreement. Defects in the part of the delivered Product do not entitle to advertise the entire subject of the Order.

In the event of unjustified filing of Complaints, the Ordering Party undertakes to cover the documented costs of the complaint procedure.

Regardless of the mode and time of processing the complaint, the Ordering Party is obliged to pay the due date resulting from the VAT invoice for the completed Order.

Claims due to Product defects expire after 3 months from the moment the Ordering Party came into possession of the Product, regardless of the date of disclosing the product defect. After this deadline, the complaint notification has no legal effect.

12. Responsibility

The Printing House is not liable for defects of Products resulting from defects or improper preparation of materials provided by the Ordering Party, including proofs accepted by the Ordering Party.

The Printing House is not liable for any defects in the Product after passing the risk of its damage or loss to the Ordering Party.

In the event of quantitative or qualitative defects of the Products, the Printing House's liability is limited, at the choice of the Printing House: to the obligation to deliver missing or defective Products without unreasonable delay or to reduce the price in proportion to the number of missing or defective Products.

The liability of the Printing House includes damage actually incurred and documented by the Ordering Party, excluding the lost benefits and is limited to 100% of the net price (excluding VAT) of the Order. If the Order concerns several publications (or numbers, editions, series, etc.), the liability of the Printing House is limited to the net price (excluding VAT) for the given publication (or number, edition, series, etc.).

Under no circumstances shall the Printing House be liable for any benefits or economic interests lost by the Employer or indirect damages suffered by it.

In the case of the release of the Product to the carrier designated by the Employer, it is presumed that the Product was in a good condition at the time of its transfer to the carrier. The Printing House is not liable for any defects caused in the Product after passing the risk of its damage or loss to this carrier.

The Employer undertakes to release the Printing House from the liability arising from the performance of the Product based on the Order placed by the Employer, which violated the rights of third parties, including copyrights or patents. In addition, the Ordering Party undertakes to repair any damage incurred by the Printing House in this respect. The Printing House has the right to refuse to execute the Order, which in its view violates the rights of third parties.

The above limitations of liability do not apply only to cases in which it is not permissible to exclude or limit liability in accordance with the mandatory provisions of law.



13. Force majeure

The Printing House is not responsible for improper performance or non-performance of obligations, including delays in production or delivery of Products caused by circumstances beyond its control, including force majeure.

In such a case, the deadline for performance of obligations shall be extended by the duration of force majeure. Both the Printing House and the Ordering Party have the right to withdraw from the Agreement in whole or in part without any claims for damages against the other Party in the event that the circumstances of force majeure last longer than 30 days.

The party affected by the conditions of force majeure shall be obliged to immediately notify the other Party of the occurrence of these circumstances. If a Party affected by circumstances of force majeure fails to notify the other Party of the occurrence of such circumstances within 7 days from the occurrence of a force majeure event, that Party shall lose the right to indicate force majeure as a reason for not complying with the Agreement.

14. Confidential information

Each party should keep confidential information marked as confidential or considered confidential due to their nature and not to use it, copy it or make it available to third parties, except when it is necessary to perform the obligations arising from the Order.

Confidential information in oral or written form should be, at the time of disclosure to the receiving Party, clearly and unambiguously marked or otherwise clearly identified as confidential by the disclosing party either disclosed or disclosed along with the reservation of confidentiality.

The above does not apply to information that is available to the public or in which the possession of the Party has come into law before disclosure or which has been developed independently of the Order.

The provisions of this section shall not apply if the Parties have concluded a separate agreement on the obligation of confidentiality.

15. Personal data protection

Personal data collected by joint administrators (PP Ragus Sp. J. and Ragus Solutions s.c.) through requests for proposals, are processed pursuant to art. 6 par. 1 (c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (called the GDPR).

The co-administrators process only data voluntarily provided by contractors through cooperation. However, the failure to provide these data prevents cooperation and the provision of services by the Printing House.

The data is processed in order to perform activities related to the provision of services and other activities being the subject of activities of PP RAGUS Sp. J. and RAGUS SOLUTIONS s.c. and in order to meet the justified needs of administrators, resulting from legal provisions, which are considered in particular: marketing of own products and services and fulfillment of obligations resulting from the applicable law. The co-administrators inform that the persons whose data they process have the right to access their data and correct it. They also have the right to submit a written, motivated request to cease processing of their data and to submit written objections to the processing of their data for marketing purposes. The data administrators do not transfer them or make them available to third parties. The co-organizers inform that they adequately protect the personal data provided to them in accordance with the requirements of the GDPR.



16. Final provisions

The provisions of Polish law shall apply to the Order and these General Production Conditions. All correspondence should be kept in Polish.

Changes to these General Conditions of Production or Order must be made in writing under pain of nullity. In the event that one or more provisions of these General Terms and Conditions prove invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.

The Employer shall immediately notify the Printing Office in writing about the change of the address of the registered office, e-mail address and other contact details, including the change of the Authorized Person. Neglecting the above-mentioned obligation will result in all correspondence made to the address indicated previously, considered to be effectively delivered.

These General Production Conditions form an integral part of the contract concluded between the Purchaser and the Printing House in accordance with art. 384 of the Civil Code. Any disputes arising from the execution of the Order between the Parties will be solved in an amicable way, and in the event of inability to reach an agreement, they will be subject to resolution of the common court competent for the headquarters of the Printing house.