



Aniflex Głowacka Wojtaszek Spółka Komandytowa

GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

These Terms and Conditions shall be incorporated into each order. By placing an order (accepting the offer), the Client accepts these Terms and Conditions of Sale and Supply.

I. OFFER and CONTRACT

1. A contract shall be entered into upon acceptance of the Supplier's offer (placement of an order). The offer may be accepted (an order may be placed) in writing or by e-mail. Each order shall be confirmed by the Supplier by electronic means. If an order is placed (the offer is accepted) by persons who are not authorised to represent the Client and no objection to the order is made within 3 days from submission of the Supplier's confirmation, the Client shall be deemed to have confirmed the act in law. An order placed with reservation of changes or supplements that do not materially change the Supplier's offer shall only be effective if the Supplier confirms acceptance of such changes or supplements.
2. The Supplier shall proceed to performance of the contract upon receipt of information from the bank that the Supplier's account has been credited with funds (in the case of prepayment) and upon confirmation of acceptance of the order for execution – in the case of agreed-upon deferred payment.
3. Any payments shall be made by bank transfer to the indicated bank account of the Supplier. Payments may only be made in cash at the Supplier's registered office upon prior consent of the Supplier. Payments in any other form shall not be accepted by the Supplier.
4. The Supplier reserves the right to execute an order with deviations of up to +/-10% of the print run. The costs of additional copies shall be borne by the Client.
5. In the case of late payment to the Supplier, the Supplier shall charge contractual interest at the currently applicable maximum rate stated in the Civil Code. In addition, in such case the Supplier shall have the right to suspend execution of orders and to refuse to accept any subsequent orders until payment has been made.

II. PRICES

1. The prices agreed upon in the Offer accepted by the parties each time shall apply.
2. The Offer shall be valid for a period of 30 days from the date of issue.
3. The price may be increased proportionately, if the price of raw materials or utilities goes up by more than 5% during the period of order execution.



4. The prices stated in the Offer shall be exclusive of VAT.
5. The prices stated in the Offer shall apply to standard packaging (carton up to 30kg) and standard rolls (25, 40 or 76mm thimble, outside diameter of the roll: at least 120mm). Any non-standard packaging or confection shall be priced on a case-by-case basis.
6. Prices in EUR shall be converted at the sell rate of Bank Pekao S.A. applicable on the date preceding the date of order placement.
7. In the case of colour labels, the price stated in the Offer shall only be used for calculation purposes. The prices shall be confirmed upon receipt of the label design.
8. In the case of orders with the value below PLN 2,000.00, the cost of transport shall be added in the amount of PLN 30.00/package net.
9. Invoices shall be issued on the date of dispatch of goods to the Client and shall be payable in accordance with payment terms agreed upon on a case-by-case basis.
10. If the Buyer fails to pay for the delivered products by the due date for payment, the Supplier shall have the right to suspend execution of subsequent orders until payment has been made.
11. A complaint shall not give rise to the Client's right to withhold payment for goods or any part thereof.

III. DELIVERY DATES

1. Delivery dates shall be confirmed taking into account current execution capabilities and shall be subject to unforeseeable circumstances and obstacles (Force Majeure) that may affect the Supplier, its collaborator or sub-supplier.
2. If it is not possible to perform the contract by the agreed-upon date, the Supplier shall immediately notify the Client of the situation. Such information shall be provided by electronic means or by telephone.
3. Compliance with the delivery date shall be conditional upon compliance with payment terms and other obligations of the Client. Furthermore, compliance with the delivery date require submission by the Client to the Supplier of documents, necessary products, explanations and graphic designs.
4. Prior to commencement of production by the Supplier, the Client shall confirm graphic designs, mould designs and other technological solutions. For evidentiary purposes, designs shall be confirmed in writing or by electronic means. Once a design has been confirmed, the Supplier shall not be responsible or liable for any errors in the design.
5. Any graphic designs submitted for order execution shall meet the requirements set forth in the general file preparation rules (Appendix No. 1) to the General Terms and Conditions of Sale and Supply.
6. If it is necessary to correct a graphic file, the Supplier reserves the right to make up to 3 free-of-charge graphic corrections. Any subsequent corrections shall be charged for at the rate of at least PLN 100 net per each commenced hour of a graphic designer's work.



7. If any obligations relating to submission of a properly prepared graphic file have not been met, the delivery date shall be agreed again by the parties to the contract.
8. If the Client accepts documents that contain errors, the Supplier shall not be responsible or liable for any consequences thereof.
9. The risk of loss or destruction of goods shall pass to the Client upon release of the goods to a professional carrier. In the case of own transport by the Supplier, the risk of loss or destruction of goods shall pass to the Client upon release of the goods to the Client (signing of a delivery note).
10. If the Client does not collect the subject matter of the contract on the specified date, the Supplier shall have the right to charge the Client for storage costs. The Client shall be charged for storage costs in the amount of 2.5% of the monthly stock value. Furthermore, the Supplier shall have the right to additionally insure the subject matter of the contract at the cost of the Client and to be reimbursed for costs of additional transport.
11. Invoices shall be issued by the Supplier in accordance with the applicable provisions and may be sent to the e-mail address used for order placement or explicitly indicated by the Client.

IV. COMPLAINTS PROCEDURE

1. Any complaints shall be submitted in writing to the Supplier.
2. The basic complaint submission procedure shall be by e-mail to the e-mail address of the Account Manager. Complaints may only be made by the Client who purchased the Supplier's products.
3. A complaint shall contain a detailed description of identified defects and the number of the invoice to which the complaint relates. A complaint shall be accompanied by evidence in the form of photographic documentation.
4. Any complaint-about products shall be delivered to the Supplier at the cost of the Client. If a complaint is granted, the Supplier shall reimburse the Client for the costs of transport.
5. The Supplier warrants that it will give its response regarding how the complaint will be handled, within 30 days from the date of submission of the complaint. In especially justified cases, the complaint handling time may be extended.
6. The Supplier shall decide, each time, how a justified complaint shall be handled, i.e. if the product shall be replaced with a new one or if the price paid by the Client shall be refunded, taking into account the type of defect.

V. TOOLING OWNERSHIP AND COPYRIGHT

1. The Supplier shall have author's economic rights to any designs created at the Supplier's as a result of order execution that meet the definition of a copyrighted work contained in the Act on Copyright and Related Rights and the exclusive right to register an industrial



design in accordance with the principle set forth in the Industrial Property Law, if such design was created as a result of order execution.

2. Unless otherwise agreed by the parties in writing, the contract for supply of specific products shall only require the Supplier to transfer ownership of such products without the right to use any designs which are placed on the products or which, as a whole, constitute representation of the design. In particular, the Client shall not, without the Supplier's written consent, alter, reproduce, copy, make available to third parties or manufacture or have manufactured any products according to such designs or incorporating such designs.
3. Any auxiliary materials created by the Supplier or its sub-suppliers, in particular any drawings, designs, negatives, dies, polymers, that are not subject to release to the Client shall be the Supplier's property, regardless of the degree of financial participation in the manufacturing costs and regardless of which party provided the design.

VI. ORDER EXECUTION

1. The Supplier makes a reservation that the order execution date shall be confirmed upon payment (if the agreed-upon payment form was payment against a proforma invoice) and/or acceptance of a graphic design by the Client.
2. The Client shall be obliged to provide the Supplier with technical specification of packaging on which the label shall be placed. If no packaging is provided, any claims as to improper selection of raw materials for label production shall not be granted.
3. The Client shall notify the Supplier of any changes to the packaging structure with a view to assessing if labels shall still be printed on the indicated material or if another structure shall be selected.
4. The Client shall be obliged to provide the Supplier, not later than 3 days before the planned order execution date, with a colouring sample or another specimen with a view to adjusting the colouring scheme. If no specimen is provided, the label shall be printed according to the parameters specified in the acceptance file. Furthermore, if no sample is provided within the specified time limit, the order execution date may change.
5. The Client shall be obliged to notify the Supplier that a given graphic design is a part of a colouring series with a view to continuing the colouring scheme adopted for the series. If no information is provided, labels shall be printed according to the received graphic file.

VII. LIQUIDATED DAMAGES

1. If an order is not executed for reasons attributable to the Client, the Client shall pay the Supplier liquidated damages in the amount equivalent to 50% of the net value of the product supply contract.



2. If the Supplier suffers damage exceeding the liquidated damages, the Supplier shall have the right to seek damages in excess of the liquidated damages in accordance with the general principles.

VIII. DELIVERY

1. Deliveries shall be made in whole or in parts.
2. In justified cases beyond the Supplier's control, the Supplier shall have the right to spread the delivery over time.
3. The Supplier shall have the right to make structural changes to the product. In the case of the lack of raw materials, the Supplier shall have the right to use other materials that meet all requirements and technical and technological conditions of the raw materials being replaced.
4. The Supplier shall select the carrier that will provide the delivery service. Upon the Client's request, the Supplier may arrange dedicated transport or transport by the carrier indicated by the Client.

IX. QUALITY OF GOODS AND SERVICES

1. The Supplier shall make every effort to ensure that any products ordered by the Client are made in accordance with good printing practices and the adopted quality standards.
2. If products or services delivered (provided) by the Supplier are defective, the Client shall have the right to raise claims under commercial warranty for a period of 12 months from the date of sale. Any quantitative defects shall be reported upon collection. Any qualitative defects shall be reported immediately, but not longer than within 3 days from the date of detection. Upon expiration of the above-mentioned time limits, any claims under commercial warranty shall expire.

X. OBLIGATORY INFORMATION

1. The controller of personal data of the Client and its employees is Aniflex Głowacka Wojtaszek Sp.j. (Article 13(1) and Article 13(2) of the General Data Protection Regulation of 27 April 2016 – GDPR).
2. Personal data of the Client and its employees will be processed for the purpose of entering into a contract or in order to take steps prior to entering into a contract (Article 6(1)(b) of the GDPR).
3. Personal data will be processed for a period required for taking steps connected with entering into a contract, performance of the contract and enforcement of any claims connected with the contract.
4. Personal data will only be shared with entities authorised to receive them by operation of law or under a personal data processing agreement.



5. Provision of personal data is necessary for entering into a contract and its performance. If personal data are not provided, cooperation will not be possible.

XI. FINAL PROVISIONS

1. The Supplier represents that it is not responsible or liable for any business activity of the Client that may be classified as an act of unfair competition within the meaning of the provisions on combating unfair competition, or for any activity of the Client that infringes upon copyright, rights to trademarks or violates any other provisions on protection of intellectual and industrial property of third parties.
2. To any matters not regulated in these Terms and Conditions, the provisions of the Civil Code shall apply.
3. Any amendments shall be made in writing.



Appendix 1

General file preparation rules

PREPARATION OF FILES FOR FLEXOGRAPHIC PRINTING

1. Acceptable software (latest versions):

Adobe Illustrator

Adobe Photoshop

Corel Draw

Esko PackEdge

*.ai, *. (Normalized)pdf, *.pdf, *.eps, *.ps, *.ti, *.psd, *.cdr

2. Fonts:

If artwork contains texts as fonts, please attach them.

If possible, please convert fonts to curves; in such case, no text corrections are possible.

Black texts should only be 100% BLACK with OVERPRINT option.

Font size: at least 1.2 mm (if smaller, the printing house is not responsible or liable for illegible texts).

3. Bitmaps:

If possible, please attach any non-vector elements as separate files, preferably psd or ti files, with layers, channel and selections.

Please attach a description of any effects used, together with parameters. • If there is no information on the planned screen ruling, please attach a photograph in original resolution (300 dpi required).

Please do not scale bitmaps with the use of layout software (the scale should be 1:1).

Please do not set type in Photoshop or other bitmap software.

4. Maximum ink limit:

Between 270% and 320%.

5. Other elements:

Positive lines: at least 0.1 mm – 0.2 mm.



Negative lines: at least 0.2 mm – 0.3 mm.

Please avoid creating reversed type in more than one separation; however, if necessary, the inner letter edges, at least 0.1 mm, should be left in one separation (remaining colours will be withdrawn).

Non-overprinted colour type (selection below it) requires minimum line width of approx. 0.4 mm, light letters against a dark background (precise machines have a mismatch tolerance of 0.1-0.2 mm)

In the case of dark letters, they should be overprinted or trapping should be taken into account.

1-2% screen dot increases optically to approx. 8-12%; this should be taken into account if e.g. gradients from 0% are used, an edge will be visible as a result.

Bleeds should be taken into account (at least 2 mm).

Additional colours should be selected from a Pantone palette.

Spot varnish as an additional colour 100%.

Die outline as an additional colour 100% overprint.

Minimum distance from the cutting line of graphic elements and texts (4 mm).

The design for printing on a transparent material using white colour (underprint) must contain a separate layer with the white colour area marked in vector form. White colour should be named WHITE and it must be a spot (additional) colour.



PREPARATION OF FILES FOR DIGITAL PRINTING

1. File formats

We accept most popular formats: PDF, EPS, PSD, AI. In the case of designs from Adobe Illustrator, Corel Draw, InDesign, in particular source/open files such as AI, EPS, CDR or INDD, a PDF file and a TIFF should be generated. Before files for printing are generated, texts must be converted to so-called “curves”. As a result, editable texts are converted to objects and paths, which protects fonts from being incorrectly interpreted during imposition. How to do that? In Corel Draw, select text and then press Ctrl+Q. In Adobe Illustrator and InDesign, select text and then press Shift+Ctrl+O.

2. Acceptable software (latest versions):

- Adobe Illustrator
- Adobe Photoshop
- Corel Draw
- Esko PackEdge

3. Resolution

The optimal resolution for digital printing is 300 dpi. If resolution of photographs, graphics in designs is low (usually 72 dpi in the case of files downloaded from the Internet), printout may be blurred, not sharp, with visible pixels.

4. Fonts:

If artwork contains texts as fonts, please attach them.

If possible, please convert fonts to curves; in such case, no text corrections are possible.

Black texts should only be 100% BLACK.

Font size: at least 5 points, i.e. approx. 1.2 mm (if smaller, the printing house is not responsible or liable for illegible texts. In exceptional cases, please consult us about the font size).

5. Colouring scheme

When you start working on a design, please choose CMYK colouring scheme.



Colour representation, i.e. what you see on the screen and on the printout may differ. This may result from the fact that each of us sees colours differently or from different visual display unit calibration, or e.g. different substrate. For this reason, if it is important for you that colour representation is identical to that in your file, please deliver a proof, specimen that can be matched with the colouring scheme of the printout. Please remember that CMYK colour saturation should be at least 3% for each colour.

Any design elements below this value may be invisible on the printout. Please remember that any texts that are supposed to be black in the final effect should be as follows: BLACK: 100%, CYAN: 0%, MAGENTA: 0%, YELLOW: 0%. The design for printing on a transparent, silver material using white colour (underprint) must contain a separate layer with the white colour area marked in vector form.

6. Layout

Texts and important graphics, photographs, logos and any elements that are not design background and should not be trimmed off should be located 2 mm from the edge of the final size. Note: cutting tolerance may be 1 mm.

7. Bleeds:

Print area that goes beyond the edge of the final publication, i.e. the margin to be trimmed off. Bleed guarantees that the print area extends to the very edge once the label has been cut. Example: when you design a label, you need to extend graphics that are supposed to be cut at margins by 3 to 5 mm beyond the document area. Graphic software allows for defining the BLEED area by showing lines beyond the document size (usually a thin or dotted line). Bleed itself is usually defined in tabs with page size.