

General Commercial Terms and Conditions ICON S.A.

valid as of 1st December 2013

1. Applicability

1.1. The conditions mentioned below define the rules of cooperation among ICON S.A. and the contracting parties, hereinafter referred to as Client, with which any separate written agreements have not been signed.

2. Acceptance of the order

2.1. The orders shall be accepted only in writing and they become valid after the written confirmation of the order acceptance by ICON S.A. All latter changes of the agreements shall require the written form in which ICON S.A. shall agree to do the changes.

2.2. Should any facts questioning the payment credibility of the Client appear after the acceptance of the order, ICON S.A. may require the prepayment or relevant security and in case of refusal may refrain from execution of the order.

2.3. The costs incurred due to latter changes implemented to the order by the Client, including the outage of the machines, shall be charged to the Client. The repetition of proofs shall also be considered as latter changes.

3. Projects, proofs, files and their costs

3.1. The materials for printing shall be prepared following the „Specification of the printing materials preparation“. The preparation of the materials in a way non-compliant with the abovementioned Specification might result in change of timelines and deterioration of quality.

3.2. The materials and CDs delivered by the Client that are used to produce the ordered goods, remain the property of ICON S.A. They may be returned to the Client only when a written request is filled at the moment of making the order or within 14 days from the moment of sending abovementioned materials to ICON S.A. After this time, ICON S.A. shall not be responsible for the delivered materials. The materials provided by the Clients are not archived.

3.3. The projects and files prepared for print by ICON S.A. shall remain the property of ICON S.A. and shall not be given access to by the Client to third parties. The projects are protected by law for ICON S.A.

3.4. The files prepared for print shall be archived for the period of 3 months from the day of the last date of delivery. After this time, they might be destroyed. There shall not be necessity of archiving the files as well as informing the Client about their destruction.

3.5. The production shall be done on the basis of the data delivered by the Client in the order. ICON S.A. shall not be committed to the estimation of their correctness or purposefulness. In case of necessity of the proofs, the costs shall be incurred by the Client on a basis of the invoice issued by ICON S.A.

3.6. In case of production of materials delivered to ICON S.A., the entity shall not be responsible for the degree of materials' usability and for any potential defects or failures that might come out in the process of printing. In such situation, ICON S.A. shall be obliged to suspend the production and inform the Client that it is not possible to proceed in a previously agreed way.

3.7. After production of the products in accordance with the delivered projects and materials, the Client has full responsibility for any potential infringement of the third parties. The Client shall release ICON S.A. from the participation in any court cases related with the claims of third parties for the compensation for infringements of their rights releases ICON S.A. from the responsibility about the content of the printouts.

3.8. Should the usage of the materials, delivered by the Client, by ICON S.A. for purpose of execution of the order call the compensations claims of the third parties, the Client shall exclude ICON S.A. from the compensation cases with those parties.

3.9. The Client agrees to use the products created by ICON S.A. in the informational and advertising materials and as the samples of the technical possibilities of the Contractor.

3.10. If the Client agrees, ICON S.A. may place its logo on the fabricated product.

3.11. The Client shall see the proofs in order to detect the errors in the printout and other mistakes. ICON S.A. shall not take responsibility for the consequences of the mistakes overlooked by the Client, and all the remarks require to be confirmed in writing.

3.12. Should the colour samples be not delivered with the order, the printing will be done on the basis of the prepared file. ICON S.A. shall not be responsible for the printed colour representation.

3.13. Should another order of the printing of the same work happen, delivery of the colour sample shall be required.

4. Time limits of the goods collection, inability to deliver

4.1. The information about the time frames of the execution and other data connected with the placed order, shall be given by the Sales Department.

4.2. The date of realization of the order shall start from the moment of the confirmation of the order in writing by the Client together with delivery of the required materials.

4.3. Should the deadline of the delivery of materials for printing or signed order be crossed, the time limits of realization may also be changed. The timing of delivery is specially deferred in accordance with the deference of the delivery of the materials.

4.4. The timing of the goods collection may be prolonged in case of force majeure that occurred after the acceptance of the order which was not caused by ICON S.A. It also applies to the obstacles occurring to the suppliers of ICON S.A. ICON S.A. shall inform the Client about such obstacle promptly and about its disappearance.

The Client may withdraw from realization of the order, may also agree on realization of the order upon consent of ICON S.A. in the time frame given by ICON S.A. The claims for the occurred damages are in such cases excluded.

4.5. ICON S.A. may grant compensation for delay in realization of the order, value of which shall not be higher of 5% of the value of the order not realized in due time.

5. Packing, dispatch and takeover of risk

5.1. Printed works shall be folded into square or rolled up by default, depending on their basis and size. If the Client prefers another way, it is necessary to deliver detailed directions how to fold the finished product.

5.2. The costs of dispatch and insuring the goods for the time of dispatch are incurred by the Client whereby the insurance of the goods is bought on written request of the Client.

5.3. If the dispatch of the goods is delayed on request of the Client or is caused by the Client, the storage of the goods occurs also at the Client's cost and risk.

5.4. ICON S.A. shall not be responsible for the goods from the moment of handover to forwarding agent or carrier if the goods get lost or get damaged in transportation.

5.5. ICON S.A. shall not be responsible for the delays in the delays of delivery of the goods caused by the carrier.

6. Prices, payment

6.1. The price agreed for the order shall be the net price, it shall not contain the VAT and it also does not contain the costs of delivery or non-standard packing.

6.2. The time limits of the payment shall be defined by the invoice. In case of delay in payment of the principal amount, ICON S.A. may request the stipulated interest for the period from the day of when the payment is due to the day of the payment amounting to four times of interest rate of collateral loan of the National Bank of Poland per annum.

6.3. Shall the Client occur to be unpaid for the previous orders or not to pay the advance payment as agreed, ICON S.A. may suspend or abort the execution of the order or reject to give out the goods.

7. Warranty claim due to defects or bad quality and warranty

7.1. The Client shall check the goods promptly after their receipt when it comes to: quantity, defects/deficiencies, features/quality and guaranteed specifications. A complaint should be files to ICON S.A. in case of obvious deficiencies in the following working day in written notification.

7.2. The client shall be obliged to share the goods that complaints are filled about to the ICON S.A. so that the defect is confirmed.

7.3. In case of recognized complaints, ICON S.A. may lower the price or deliver the goods without defects.

7.4. Should the delivery be damaged, the Client shall prepare the report of the damage that is signed by the carrier. Lack of such report shall take away the possibility of claiming compensation.

7.5. The lack in quantity shall not entitle the Client to fill in the complaint of the whole delivery.

7.6. Slight deviations of the colours approved by the Client on colour samples shall not be subject to the complaints. It also applies to comparison of the blueprints with the copies printed.

7.7 All complaints regarding colours shall be considered on the basis of the colour samples approved by the Client and ICON S.A. The Client is obliged to send back the colour samples approved by ICON S.A. with the stamp impressed on the back of the sample to the registered office of ICON S.A. otherwise the complaint might be rejected.

8. General limitation of the civil liability

8.1. ICON S.A. shall not be liable if the correct realization of the order infringed the rights of third parties. The Client shall release ICON S.A. from the liability towards third parties due to infringements of their rights.

8.2. ICON S.A. shall not be liable for defective deliveries or the services performed by other factories, unless the infringements in the due diligence shall be proved when it comes to the choice of the contactors.

9. Location, court of competent jurisdiction and applicable law

9.1. The location of the execution of deliveries and payments shall be the registered office of ICON S.A. All the disputes that occur due to realization of the orders shall be solved by the common court of local jurisdiction for the registered office of ICON S.A.