

General Terms and Conditions of Sales of ICON S.A.

Definitions

1. **'Contractor'** - ICON S.A. with headquarters in Bytom, Piekarska 109, 41-902 Bytom, KRS: 0000403456, ID VAT: 6263006960, REGON: 242793177.
2. **'Principal'** means an entrepreneur - a person or legal person or organizational unit, conducting business or professional activity on its own behalf.
3. **'Order'** - individually defined order placed by the Principal,
4. **'Product'** - movables, services, material goods provided by the Contractor to the Principal on the basis of the Order.
6. **'GTS'** means the Contractor's General Terms and Conditions of Sale.

1. Application

The following conditions define the principles of cooperation between ICON SA, hereinafter referred to as the Contractor, and Customers, hereinafter referred to as the Principal, with whom no separate written agreements have been concluded.

2. Acceptance of the Order

2.1. Orders are accepted on the basis of an Order submitted by the Principal via e-mail sent to one of the Company's e-mail addresses on its website in the "Contact" tab - <https://iconsa.pl/kontakt/>

2.2 The Contractor confirms the Ordering Party's acceptance of the Order in electronic form and specifies all relevant terms of the Order, in particular: price, delivery date, packaging method and conditions for shipment / collection of the ordered Goods. From that moment on, the withdrawal from the execution of the order by the Principal entails the necessity to cover the costs incurred by the Contractor in connection with the accepted order.

2.3 All subsequent changes to the arrangements require a written form in which the Contractor agrees to make changes.

2.4. Before the execution of the Order, the Contractor has the right, at his own discretion, to demand a prepayment or appropriate security from the Principal, and in the event of refusal, to withdraw from the performance of the order.

2.5. By submitting the first Order, the Principal accepts the GTCS. In the case of placing a second or subsequent Order, it is assumed that the acceptance of the GTCS for the first Order is effective for all subsequent Orders.

3. Execution of the order

3.1. The data for printing are prepared by the Customer in the manner described

in the "Specification of preparing materials for printing" further

it is sent to the FTP server or delivered to the Contractor in a different, individually agreed manner.

The client is responsible for legal and physical defects of data / files delivered for printing.

3.2. The materials provided by the Principals are not included in the archiving system.

3.3. Projects and files processed for printing by the Contractor remain

property of the Contractor and may not be available by the Principal without consent of third parties.

The projects are legally protected for the benefit of the Contractor.

3.4. Production is based on the data specified in the Order by the Customer.

The Contractor is not obliged to assess their correctness or purposefulness.

3.5. After the products are manufactured according to the provided information and files

The Customer is fully responsible for any infringement of third party rights. The Principal releases the

Contractor from participating in all matters related to claims of third parties for damages for

infringement of their rights and releases the Contractor from liability for the content of the forms.

3.6. If the use by the Contractor entrusted by the Principal to execution of the order of materials will result in claims for damages by third parties -

The Principal undertakes to exclude the Contractor from cases for compensation with these people.

3.7. The Ordering Party agrees to use the Products produced by the Contractor as information and advertising materials and as samples of technical possibilities of the Contractor.

3.8. With the consent of the Principal, the Contractor may place its Logo on the Product.

3.9. The Client is obliged to check preview (file previews) in order to find printing errors and other shortcomings. The Contractor is not responsible for consequences of errors overlooked by the Principal, and any comments require written form.

3.10. The second order, that requires to print the same job again, the Client should provide printing file again.

3.11. The Principal may place an order to make a print sample or to produce a prototype of an advertising product, e.g. Slimframe with or without lighting. The cost of the above mentioned realization is covered by the Principal.

3.12. The Contractor is not responsible for deviations from the colors desired by the Principal, the method of finishing materials or structures, if the Contractor did not receive a color pattern or an approved sample from the Principal before the production of the order. Differences between the delivered Product and the pictures sent are the result from the individual settings of the computer, monitor or other device used by the Customer are not the basis for a Product complaint.

4. Terms of shipment/ collection of the Goods

4.1. Information about terms of realization and other data related to the order is provided by the Sales Department.

4.2. The order fulfillment period starts after order confirmation sent by Sales Department to the Customer and Customer's acceptance.

4.3. In case that the Principal provides the files or materials necessary for the realization of the order later than the date of placing the Order, the Contractor has the right to postpone the previously agreed shipment date of the Order.

4.4. The Contractor is not responsible for delays in the implementation of the ordered Goods resulting from factors beyond his control: power and telecommunications network failures, delays during transport, natural disasters, pandemics and other random events. Claims for damages are excluded in such cases. In the event of the above circumstances, the Contractor undertakes to immediately notify the Principal.

5. Packing, shipping and assuming risk

5.1. Printed works are usually folded into cubes or rolled up,

Depending on the content and dimensions. Lightboxes Slimframe and other similar products are packed in carton boxes. If the Customer prefers a different packaging method, it is necessary to provide detailed instruction for finishing and packaging.

5.2. The cost of shipping and insurance of the goods shall be covered by Customer, where the insurance of the goods is purchased only at the written request of the Principal.

5.3. From the moment the goods have been shipped, the Contractor shall not be responsible for the risk related to the loss of goods or its damage during delivery.

5.4. The Contractor is not responsible for delays in delivery, which occurred due to the fault of the transport company.

6. Prices, payment

6.1. The price specified in the Order is a net price, it does not include VAT, it also doesn't include packaging and delivery costs.

6.2. If the Customer has overdue and unpaid invoices for previous orders or should make agreed prepayment, the Contractor has the right to postpone or cancel the execution of the order.

7. Complaints due to defects or poor quality and warranty

7.1. The ordering party checks the received goods immediately after receiving the goods, (quantity, defects / shortages, features / quality and guaranteed properties).

Obvious defects must be reported on the next working day via written notification.

7.2. The Principal is obliged to deliver the advertised Goods to the Contractor at his own expense in order to confirm the defect. The Goods under complaint should be sent back to the Contractor in the original, properly secured packaging enabling its safe transport. Inadequately secured goods will not be accepted by the Contractor and will be returned at the expense of the Principal. If the complaint is accepted, the Contractor will reimburse the costs of shipping the defective Goods of the Principal.

7.3. The Contractor allows the possibility of considering the complaint on the basis of photographic documentation sent electronically, without the need to return the Goods. If, on the basis of the photographic documentation sent, the complaint is accepted and the recognition is confirmed electronically by the Contractor, the Contractor, at his own discretion, will provide the Principal with the Product free of defects or remove the defect, or in agreement with the Principal, the price for the defective Product will be reduced in proportion to the existing and documented defects The goods.

7.4. If the Principal finds defects, he may not take any actions with its use until the complaint procedure is finally completed.

7.5. The delivery of defect-free goods or the removal of the defect will take place as soon as possible, taking into account the nature and essence of the defect and the possible need to bring spare parts for repair. The Contractor will inform the Principal of the date immediately after determining the nature of the defect.

7.6. In the case of receiving a damaged shipment, the Principal has obligation to draw up a damage report, signed by the courier. No protocol deprives the Principal of effective compensation claim.

7.7. Quantitative shortages of the delivered goods do not entitle the Principal to claim the entire shipment.

7.8. Slight color or dimension differences are not the subject for Complaints. The same applies to the comparison of the sample and rest of the prints. Slight differences may arise as a result of the use of different batches of the printing material, different batches of the used ink, or due to the stretching of the fabrics.

7.9. Any color complaints will be considered on the basis of color patterns or prints samples approved by the Principal and the Contractor. The Principal has obligation to send back to the Contractor the color patterns approved by the Contractor by impressing the Contractor's company seal on the back of the pattern, otherwise the complaint will be rejected.

8. General Limitation of Liability

8.1. The contractor is not liable if through proper execution the orders were infringed upon the rights of third parties. The Principal releases the Contractor from liability towards third parties due to the violation of their rights.

8.2. The Principal is responsible for the possibility of using and the effects of using the Goods provided by the Contractor in specific design solutions of the Principal, even if the Contractor was involved as an advisor or consultant in the preparation of the final product for the Principal.

9. General Provisions

9.1. The seat of the Contractor is considered the place of performance of deliveries and payments. The court is competent for all disputes arising in connection with the execution of Orders common locally appropriate for the seat of the Contractor.

9.2. The Principal's claim against the Contractor for any reason may not be transferred to a third party without the prior written consent of the Contractor.

9.3. The Contractor is authorized to collect and process personal data received from the Principal and his representatives as part of the business relationship.

9.4. In the event that any provisions of these GTS turn out to be wholly or partially invalid or ineffective, this circumstance does not affect the binding force of the remaining provisions.