

General Terms and Conditions of Sale and Order Fulfillment by AWIH

ORDERS

1. Orders are accepted in electronic form with the VAT ID number, full address, phone number, names of persons authorized to place orders by the Ordering Party, and a legible signature of the person placing the order.
2. The order should include the exact specification of the ordered product or refer to the product specification according to the submitted offer or the current price list of the Seller.
3. The Ordering Party should specify the expected delivery date and the delivery address.
4. The person signing the order must be authorized to represent the company and place orders on its behalf.
5. If the Ordering Party is in arrears with payments, the Seller reserves the right not to accept the next order until the outstanding amounts are settled.
6. All prices and delivery conditions on the website www.awih.pl, in catalogs, and preliminary offers are for informational purposes only and cannot be considered an offer within the meaning of Article 66 § 1 of the Civil Code. They are only an invitation to negotiations within the meaning of Article 71 of the Civil Code.

ORDER CONFIRMATIONS

7. The Seller confirms the acceptance of the order by issuing an "Order Confirmation" document. The "Order Confirmation" contains a description of the product/service, the price of the product/service, and the estimated order fulfillment date.
8. The Ordering Party accepts the "Order Confirmation" document.
9. The Seller begins fulfilling the order after the "Order Confirmation" is accepted by the Ordering Party and after the graphic design project with the specified print colors is approved in writing.

LEAD TIME

10. The Seller reserves the right to postpone the estimated delivery date if the graphic design project is approved after the date stated in the "Order Confirmation".
11. The Seller reserves the right to postpone the estimated delivery time in case of force majeure. The Ordering Party will be informed about this fact as soon as possible.

ORDER SUBJECT

12. The subject of the order is defined by the following documents:

- a. "Order Confirmation";
 - b. "Graphic Design" with the specified print colors;
- 13. Any changes in the technical parameters of the product after accepting the "Order Confirmation" document or the graphic design project require written form and written confirmation by the Seller.
- 14. The Seller may refuse to make changes to the ordered product if the current stage of the technological or production process does not allow it.
- 15. The print run tolerance in relation to the ordered quantity is specified in the "Order Confirmation." If not specified, the following values apply: for runs up to 5,000 pcs: +/- 7%, over 5,000 pcs: +/- 5%, over 10,000 pcs: +/- 3%. The completed quantity will be included on the invoice.

PRINT PREPARATION

- 16. Print preparation costs include: development of a graphic design from received graphic materials prepared in accordance with the Seller's guidelines, film preparation, plate production, ink color selection.
- 17. The Seller reserves the right to postpone the delivery date or refuse to fulfill the order if the provided graphic materials in the submitted form do not guarantee proper execution of the order.
- 18. With the consent of the Ordering Party, the Seller reserves the right to adjust the graphic design to its own production requirements.
- 19. In the case of repeated production without changes to the graphic design and bag format, the print preparation costs are covered by the Seller, except for screen printing, where the costs are covered by the Ordering Party.
- 20. All auxiliary materials made by the Seller to fulfill the order remain the property of the Seller and are non-returnable.
- 21. The Seller archives the materials in electronic form for 2 years.
- 22. All color conversions from CMYK to Pantone and from Pantone to CMYK are made only at the request of the Ordering Party and at their own risk.
- 23. RGB color is not considered a valid print color system. The Seller is not responsible for color differences resulting from the conversion of RGB to Pantone or CMYK, done at the request of the Ordering Party.
- 24. The following Pantone color guides are used:
 - a. For coated papers and materials – Pantone C coated system
 - b. For uncoated matte papers and materials – Pantone U uncoated system
- 25. Digital printing is done with water-based inks on uncoated substrates, therefore color saturation may differ from prints made using other printing methods. In the case of beige bags, the print shade will differ significantly from prints on white substrates.

PRINT EXECUTION

26. Printing is done according to the current Pantone or CMYK Euroscale standard.
27. If a sample/proof/auxiliary material is provided, the Seller is not responsible for discrepancies from the original due to technological process differences, types of inks used, or printing machine differences.
28. Due to different color display systems and individual monitor settings, screen-displayed colors are not a basis for determining print colors. Electronic previews are for reference only.
29. Printed colors on the finished product may vary due to different printing substrate parameters and finishing operations (laminating or varnishing) from the colors in the Pantone guide or color sample.
30. Due to the nature of screen or flexographic printing, at the edges (where two colors meet), an additional hue may appear, which also occurs when printing a white underlayer beneath light colors on dark substrates.

PAYMENTS

31. If the Ordering Party withdraws from the order fulfillment, they are obliged to cover all costs incurred by AWIH in connection with that order.
32. If the Ordering Party delays payment, the Seller has the right to charge interest for the delay and to charge all resulting costs.
33. The Seller considers the payment date to be the date the payment is credited to their bank account.

TRANSPORT

34. At the Ordering Party's request, goods may be shipped via post or courier companies. Delivery costs are covered by the Ordering Party. In case of delays beyond AWIH's control, the Ordering Party will be informed immediately.
35. When receiving the goods from the transport company, if the cartons are damaged or the goods were damaged in transit, the Ordering Party is obliged to note this on the delivery note signed in the courier's presence. Failure to do so will be interpreted as:
 - a. waiver of rights under the warranty for physical defects of the goods – in the case of damage;
 - b. acceptance of changes to the contract concerning the description or quantity – in the case of differences between the delivered goods and those specified on the delivery note or specification.
36. If the Ordering Party does not collect the goods or refuses to accept them on time, the Seller has the right to store the goods at the Ordering Party's cost and risk and demand reimbursement of transport and storage costs. If the

delay exceeds two weeks from the availability date, the Seller has the right to charge additional storage and transport fees.

COMPLAINTS

37. The Seller is not responsible for text or graphic errors in advertising prints or color differences if the product sheet and graphic design were approved by the Ordering Party.
38. Complaints regarding transport damage must be reported to the courier at the time of delivery. The recipient is obliged to prepare a complaint protocol with the courier and notify the Seller in writing immediately. Complaints not following this procedure will not be considered. The transport company is the primary decision-maker in this matter.
39. Complaints regarding product/service quality or quantity discrepancies must be submitted within 30 days of receipt, but no later than 7 days from when the issue was or could have been noticed. Complaints will only be accepted if no more than 10% of the delivered quantity has been used. Use of more than 10% constitutes acceptance of the order.
40. Complaints must be submitted in writing using a protocol or complaint form with the following details: order number, invoice number, reason, and expectations.
41. Until the complaint is resolved, the recipient must store and protect the goods properly to preserve their original properties.
42. Until the complaint is resolved, the Ordering Party may return the goods at their own expense to AWIH's premises, but if the complaint is unfounded, the goods will be sent back at the Ordering Party's cost.
43. The Seller commits to responding to complaints within 14 days from the date of submission, except for transport damage complaints, where the response period is up to 30 days.
44. If the complaint is accepted, AWIH will remake the product without delay, not shorter than the required technological time and no longer than the fulfillment time stated in the order confirmation.
45. If the complaint is accepted, AWIH is not liable for damages related to quality, non-compliance, or quantity.
46. A consumer may submit a product safety complaint via email, traditional mail, or in person at the company's office.
47. The complaint should include contact details, order number, and a substantive justification. It is recommended to include photos or videos.
48. If a product safety complaint is found to be valid, the Seller commits to resolving it within 10 business days.

COPYRIGHT

49. The Ordering Party consents to the use of goods/bags produced by the Seller in promotional materials, on www.awih.pl, at trade fairs, as samples of the Seller's technical capabilities in marking and execution quality, and in other promotional activities.
50. The Seller may include information about the service provided to the Ordering Party in its promotional materials unless otherwise stated in signed agreements.
51. The Ordering Party declares they have acquired and possess full copyright and related rights to all content (trademarks) for use in the order and that they are free of legal defects and do not infringe third-party rights or constitute unfair competition. The Ordering Party is fully liable and will cover any claims raised against the Seller by third parties.
52. The Ordering Party authorizes the Seller to use such rights exclusively for the purpose of fulfilling the order. All designs created by the Seller remain its property and may not be copied, reproduced, or provided to other subcontractors without written consent.

OTHER TERMS

53. Disputes arising from the implementation of these Terms will be resolved amicably. In case of disagreement, the dispute will be settled by the court competent for the Seller's registered office.
54. Matters not regulated by these Terms are subject to the provisions of the Civil Code.
55. By placing an order with AWIH, the Ordering Party accepts these terms.

Zbigniew Zieliński, Owner of AWIH
Warsaw, 31 March 2025