

## *The AWIH General Terms and Conditions of Sale and Execution of order*

### **PURCHASE ORDERS**

1. Purchase orders are accepted in written or electronic form. Purchase order must contain NIP tax identification number, detailed address, telephone and fax numbers, names of persons authorized to place purchase orders by the Buyer and with the legible signature of a purchasing person.
2. Purchase Order must contain detailed specification of the ordered product or reference to the specification of the product in accordance with the presented commercial offer or the valid price list of the Contractor.
3. The Buyer should determine the expected time of delivery as well as the delivery address.
4. A person who signs the purchase order must hold authorization to represent the company. If such a person is not mentioned in the documents specified in item 1.5, a separate, single-instance letter of authorization should be sent, for the person who places an order, signed by the person empowered to represent the company.
5. Placing a purchase order with AWIH company for the first time, the Buyer is obliged to send valid extract from the National Court Register or the Entry to the Register of Business Activities, the enterprise REGON ID and the taxpayer identification number NIP.
6. In case the Buyer defaults on payments, AWIH company reserves itself the right to refuse acceptance of the subsequent purchase order until the delayed receivables have been paid.
7. All prices and terms of delivery presented on the [www.awih.com.pl](http://www.awih.com.pl) website, in the catalogues and in the preliminary offers serve as commercial information only, and cannot be considered as the offer as provided in Article 66, § 1 of the Civil Code. They are only an invitation to negotiations as stated in Article 71 of the Civil Code.

### **ORDER CONFIRMATIONS**

8. AWIH confirms acceptance of a purchase order by issuing the „Order Confirmation” document. „Order Confirmation” contains description of the product / service, price of the product / service, and time limit for the execution of a purchase order.
9. The Buyer accepts the „Order Confirmation” document.
10. After the „Order Confirmation” document has been accepted by the Buyer, and the graphic project of an overprint approved in writing, together with the overprint colors provided, AWIH accepts the purchase order for execution.

### **TIME OF EXECUTION**

11. AWIH reserves itself the right to postpone the time of execution, in case when time of approval of the graphic project takes place after the time limit provided in the „Order Confirmation”.
12. AWIH reserves itself the right to postpone the time of execution of the purchase order in case of occurrence of the Force Majeure, and about such a fact the Buyer shall be notified as soon as possible.

### **SUBJECT OF THE PURCHASE ORDER**

13. The subject of the purchase order shall be determined in the documents:
  - a) „Order Confirmation”, approved by the Buyer
  - b) „Graphic Project” together with the provided colors of the overprint
  - c) A color standard, made on the basis of the received source materials submitted by the Buyer,
  - d) A color standard delivered by the Buyer,
  - e) Factory manufacturing standards and procedures of AWIH

14. Any changes in technical parameters of the product after approval of the „Order Confirmation” document, or after approval of the overprint graphic design require written form and confirmation thereof in writing by AWIH.

15. AWIH may refuse to introduce changes to the ordered product in case such action prevents the progress of the technological process or production, taking into account the time limit for execution of the purchase order.

16. Tolerances for the quantities manufactured in relation to the quantities ordered are provided in the „Offer” or in the „Order Confirmation”. In the event there is no such record, the following values are adopted: for the quantity of up to 5.000 pcs. +/- 7%, for the quantity over 5.000 pcs. +/- 5%, for the quantity over 10.000 pcs +/- 2%. The actually manufactured quantity shall be invoiced. For the possible surplus production, if the Buyer chooses to purchase it, a 30% discount from the selling price shall be given.

#### **COSTS OF PREPARATION FOR PRINTING - PREPARATION ROOM**

17. Costs of preparation for printing include: working out the graphic design from the received graphic materials, prepared in accordance with the instructions given by AWIH, cost of making plates, production cost of matrices, cost of paints selection.

18. AWIH reserves itself the right to postpone execution time of the purchase order in case the delivered graphic materials do not secure, in the received form, that the order will be performed properly.

19. In case the production will be repeated without introducing changes to the graphic design and the bag size, costs of preparation for printing shall be borne by AWIH.

20. All auxiliary materials made by AWIH in order to perform the order remain the property of AWIH and shall not be returned.

21. AWIH retains the materials archived in electronic version for the period of 2 years.

#### **MAKING OVERPRINT**

22. We make the overprint in accordance with the valid Pantone or CMYK Euroskala standards. We reserve ourselves the tolerance for occurrence of differences up to 5% for each color.

23. AWIH shall not be liable for the divergences from the original, unless a standard/ proof has been delivered before execution of the order. In case of the offset printing the analogue or digital proof which is in conformity with the EuroScala CMYK standard can be standard of the colors, as well as the earlier printed copy (offset technique). Standards in electronic form are not reliable, therefore they are treated as having information value only.

24. Colors of the overprint on the finished product, due to different parameters of the printing substrate as well as due to different upgrading operations (laminating or lacquering) can differ from the colors contained in the Pantone pattern book or from the standard of colors.

#### **PAYMENTS**

25. In case the Buyer withdraws from execution of the purchase order, the Buyer is obliged to cover all costs borne by the AWIH company, relating to the execution of this purchase order.

26. In case the Buyer defaults in the payment term, AWIH company is entitled to calculate the penalty interest on late payments and to charge the payer with any costs resulting thereof.

27. AWIH adopts the date its bank account has been credited as the date when the payment was made.

#### **TRANSPORT and ACCEPTANCE OF GOODS**

28. To order of the Buyer, the goods can be dispatched by means of post or by a forwarding company. Cost of transport shall be paid by the Buyer. In case of a delay for the reasons for which AWIH is not responsible, the Buyer shall be notified about the fact without delay.

29. When receiving the goods from transporting company, the Buyer is obliged – in case where the cardboard boxes show signs of a damage or there is any damage to the goods in transport – to make respective remarks about the fact on the way bill.

Failing to perform the above action by the Buyer shall mean:

- a) a waiver by the Buyer of the rights he is entitled to due to the statutory warranty for physical defects of the goods – in this case, damage to the goods;
- b) his acceptance for the change in the agreement concluded, in its part concerning the indicating of its object and price – in case of differences between the goods delivered or their quantity, and the goods specified in the waybill or the packing list.

30. In case when the Buyer does not collect the goods, or refuses to receive them within the specified time limit, AWIH is entitled to place the goods in a warehouse on the cost and risk of the Buyer, and to demand from him reimbursement of the costs of transport and storage. If the delay in collection of goods from the AWIH warehouse exceeds two weeks from the date they were put at disposal of the Buyer, or if the Buyer refuses to receive the goods, AWIH shall be entitled to terminate the agreement and sell the goods at the cost and risk of the Buyer.

### **CLAIMS**

31. Claims concerning a damage to the parcel in transport must be reported to the courier at the time of receiving the goods. Receiver of cargo, together with a courier of a forwarding company which delivered the goods participating, are obliged to draw out a claim protocol and inform about the fact without delay in writing. Claims that fail to observe the above mentioned procedure shall not be considered. The main deciding party in this case is the forwarding company.

32. Claims relating to the quality of services, products or quantitative discrepancy, can be reported within 30 days at the latest, from the time they have been received, however, not later than within 7 days from the date when such a condition have been found or could have been found by the Receiver of the cargo. In each case, the claim can only be admitted, when the object of the purchase order is used in a degree not higher than 10% of the quantity delivered. The degree use higher than 10% of the delivered quantity is considered the properly performed purchase order.

33. The claim should be sent in the form of a written protocol or a claim form, providing the following information: number of the purchase order, number of the sales invoice, cause of the claim and the claim-related expectances.

34. By the time the claim has been investigated by AWIH, the receiver of the cargo is obliged to store and protect the object in a proper way, so as its original properties have not been infringed.

35. By the time the claim has been investigated by AWIH, the Buyer may send back the object of the purchase order on his own cost to the address of AWIH, however, in case of a groundless claim, the object of the purchase order shall be again delivered to the Buyer on his cost.

36. AWIH declares to respond to the claim within 14 days from the date it was reported, except for the claims relating to the damage to the goods in transport. With such a type of claims the time limit for the response is extended to 30 days.

37. In case the claim has been admitted, AWIH shall manufacture the object of the purchase order without delay, however not earlier than the technological period of time is required to manufacture the object of the purchase order, and not later than the delivery time allowed for the object of the purchase order in the Order Confirmation.

38. In case the claim has been admitted, AWIH shall not be responsible or liable for the damages connected with the quality of the services performed, products manufactured contrary to the

purchase order or the quantitative discrepancy or other expenses borne by the Buyer, that occurred in connection with manufacturing of the object of the purchase order.

#### **COPYRIGHTS**

39. The Buyer accepts that the goods/bags manufactured by AWIH will be used in advertising materials, on the [www.awih.com.pl](http://www.awih.com.pl) website, as part of the exhibition at a trade fair and as the samples demonstrating technical capabilities of AWIH company as the quality of marking and manufacturing are concerned.

40. AWIH has the right to place information in its advertising materials concerning the services performed for the Buyer, unless the signed contracts state otherwise.

41. The Buyer declares that he has purchased and holds the financial copyrights and associated rights to all texts (trade marks) on the territory and in the fields of operations allowing, in conformity with the law, to place them on goods in a way determined in the purchase order or the agreement, and that they are free from any legal defects and do not infringe the rights of any third parties, and that they are not the actions of unfair competition. The Buyer bears full liability for damages (in case of raising any claims against AWIH by the third parties in connection with the goods, the Buyer declares to satisfy such claims directly, or reimburse to AWIH the equivalent of sums or other services, that AWIH had to fulfill in order to satisfy the third parties. The Buyer is also liable for the costs of a legal proceedings, borne by AWIH.

42. The Buyer hereby authorizes AWIH to execute the author's financial copyrights and the associated rights, referred to in item 3 above, to the full extent to which he is entitled to, only and exclusively for the purpose of execution of the purchase order or the agreement.

43. All the designs of the goods prepared and elaborated by AWIH are the AWIH company's property and cannot be copied or reproduced or transferred to other subcontractors without the written consent of AWIH.

#### **OTHER TERMS AND CONDITIONS**

44. Disputes arising in result of execution of the above Terms and Conditions shall be settled in amicable reconciliations. In case no consensus is reached, the dispute shall be settled in a court of law, by the court competent to the domicile of AWIH.

45. In cases not regulated by the above agreement, provisions of the Civil Code apply.

46. By placing a purchase order with the firm AWIH, the Buyer accepts the above provisions.

Zbigniew Zieliński

*Owner of AWIH*

*Warszawa 4th January 2011*