

GENERAL TERMS AND CONDITIONS

1. General Provisions

1.1. These General Terms and Conditions are addressed exclusively to entrepreneurs and lay down the rules of adoption and performance of contracts by A3 Producent Flag M. Szymura, M. Szymura Sp. j. (General Partnership) - hereinafter referred to as A3, in commercial transactions concluded with their participation.

1.2. As used hereinafter, the term shall be construed as follows:

- **General Terms** - Terms & Conditions of A3 Producent Flag M. Szymura, M. Szymura Sp. j. (General Partnership)
- **A3** - A3 Producent Flag M. Szymura, M. Szymura Sp. j. (General Partnership)
- **The Purchaser** - principal, i.e. The individual making the contract associated directly or indirectly with the pursuit of its business or professional activity, legal person or organizational unit not being a legal person, the provisions of which grant special legal capacity, resulting in its own name business or professional activity
- **Order** - Declaration of the Purchaser's intent, in writing or orally, aiming directly to conclude an agreement with the contractor.

1.3 All information about goods and services advertized by A3 on its website or in advertising folders does not constitute an offer within the meaning of Art. 66 or 66¹ Polish Civil Code. The information above is for informational purposes only.

1.4 A3 reserves the right to make changes to the General Terms and Conditions at any time, by publishing a new version on its website. Orders placed before the changes will be implemented according to previously existing rules.

2. Conclusion of the contract.

2.1. Entering into a contract shall be followed by A3's acceptance and signing of a written purchase order from the Purchaser, which shall be the basis for its realization and mutual financial settlements.

2.2. Placing an order shall be tantamount to acceptance of the General Terms and Conditions by the Purchaser.

2.3. The Purchaser shall be required to provide data consistent with the facts when ordering.

2.4 In the case of agreeing to and accepting changes to the approved order the Purchaser shall be obliged to pay any resulting additional costs, including costs associated with downtime of machines. Such changes shall encompass repeat proofs or prototypes required by the Purchaser due to insignificant deviation from the assigned materials.

3. Projects, proofs, files, and their costs

3.1. A contract shall be based on a draft provided by the Purchaser or prepared by the A3 in agreement with the Purchaser.

3.2 In the case of a contract with finished graphic materials supplied by the Purchaser, A3 is not responsible for the improper preparation, non-compliance with the artwork design, substantive content, grammatical errors and other errors that are not the fault of A3.

3.3 The Purchaser shall prepare artwork and submit it in compliance with A3's guidelines, as described at this website page: <http://a3flags.com/design>. Preparation of materials for publication not in accordance with the aforementioned specifications will incur additional fees according to the current hourly artwork setup fee.

3.4 Files received from the Purchaser will be verified by A3 solely for their proper technical preparation (format, resolution, color, etc.). In the case of irregularities detected, A3 shall immediately report this to the Purchaser to introduce the appropriate amendments. In the event that amendments are not made and the Purchaser decides to go through with the order, the Purchaser waives the right to claim poor print quality and the product warranty is thus voided. If samples are required, the cost of their implementation shall be added to the invoice.

3.5 A3 undertakes to perform the contract as well as it is technically possible. The performance of the contract is allowed minor deviations from the model, including the appearance and color, subject to the Contractor's technical capabilities. A3 is not liable for minor deviations from the model; in particular, to the extent described above, the same deviations cannot constitute grounds for complaint.

3.6 When printing on entrusted materials, A3 is neither responsible for the degree of their usefulness, nor for any defects or damage that may appear during printing. Should these occur, however A3 shall undertake to immediately suspend printing and inform the purchaser of the impossibility of printing in a predetermined manner.

3.7. The purchaser is obliged to view proofs provided by A3 in order to find possible errors in printing, and other shortcomings, and if discovered, the purchaser is obliged to immediately notify A3 in writing. In the case of violation of these obligations, the Purchaser loses the right to rely on their existence at a later date.

3.8. The purchaser is required to provide A3 with a high-quality digital artwork complete with cromalin, which must be then accepted for printing. In the event, that the aforementioned is not done, the purchaser bears all responsibility for misprintings, color discrepancies, and A3 will not take into consideration any claims.

3.9 If the order is carried out using digital printing, and for technical reasons cannot be performed in accordance with the applicable Pantone, RAL or HKS color scale, A3 undertakes to execute the order at the closest possible colors to the color desired, based on the color proof cromalin provided by the Purchaser, and is not responsible for the existing discrepancies in color, due to the reasons indicated above.

3.10. In the case of silk-screen printing, the Purchaser is required to provide A3, in writing, the Pantone, RAL and HKS color scales. If the screen printing is carried out on the fabric (the flag), and for technological reasons, it is not possible to produce precise color reproduction of the template adapted to print on paper, A3 shall undertake to make every effort to ensure that the color is visually mapped as closely as possible, and is not responsible for the existing differences in color, due to the reasons mentioned above.

3.11 When re-submitting artwork for the same work a color pattern is required once again. Because of the variety of media used, the Purchaser may once again require acceptance of the print color sample.

3.12 Materials provided by the Purchaser to execute the order (proof, cromalin), CD / DVD, projects, slides, photographs, films, pen drives and other media used to produce the ordered goods remain the property of the A3. These materials shall be returned solely on the written request of the Purchaser filed at the time of the contract within 7 days from the date of shipment to A3. In this case, the Purchaser shall be entitled to receive materials 7 days from the date of completion of the order.

4. The terms of the contract.

4.1. The Term of the contract shall be established for each order separately.

4.2 The term of the contract is subject to the effort and the complexity of the contract shall be counted from the date of conclusion of the contract, provided by the Purchaser prior to supply of all the materials necessary to perform the contract, which include only working days (except Saturdays, Sundays and holidays).

4.3 The term of the contract shall be automatically extended by the time within which the Purchaser is delayed in meeting their obligations or the time necessary to implement it in connection with a change of order.

4.4. A3 is not liable for a breach of the terms of the contract due to events that A3 has no influence over. This also applies to the circumstances that effect A3's suppliers. In this case, the A3 shall notify the Purchaser of the existence of such obstacles, and about its resignation. A3 shall be liable for damages suffered by the Purchaser, only if the term of the contract has not been met due to the willful misconduct of its employees, the compensation can not exceed 10% of the contract value.

4.5 The contract shall be deemed completed at the time of delivery of the goods to the Purchaser or when delivered by courier, depending on the options specified in the order.

5. Delivery and receipt of the order.

5.1. A3 packages goods according to its own standards. Purchasers who request custom packaging must give precise details in writing regarding folding and packing of goods.

5.2. Ordered goods can be picked up in person by the Purchaser at A3's facility. In the case of courier delivery the order will be delivered to the Purchaser via courier, which currently supports A3. In the case of delivery by courier, insurance for transport is done only at the express request and expense of the Purchaser.

5.3. By prior arrangement, it is possible to take delivery via courier selected by the Purchaser.

5.4 If the shipment is delayed at the request or the fault of the Purchaser, the risk of accidental loss or damage to the goods shall pass to the Purchaser.

5.5. The risk of accidental loss, damage or destruction of the object of the contract shall pass to the Purchaser at the moment the goods are issued by A3 to the Purchaser, or in case of courier delivery to the carrier. A3, in this case, is not liable for any damage, loss or damage resulting from the ordered goods from the time of pick-up for carriage by the carrier until devlivery to the Purchaser, nor for any delay in the carriage.

6. Prices - Payment

6.1. The basis for financial settlements are the prices specified in the approved and complex contract, approved for implementation by the A3. All prices (in the specified currency) are net prices. Price does not include the cost of shipping and VAT (if the European company has a valid EU VAT number)

6.2. A3 has the right to demand advance payment of the remuneration due performance of the contract.

6.3 If the Purchaser is in arrears with payment of goods in concluded contracts or the payment of the agreed payment - A3 company has the right to refuse to conclude a new agreement, immediately terminate the existing agreement, or the right to suspend the execution of the contract or refusal of the goods until the settlement by the Purchaser of its obligations to the A3. In this case, the term of the contract shall be extended accordingly.

6.4 All payments, unless the parties have agreed otherwise, the Purchaser shall make according to the date indicated on the invoice.

6.5 Payment shall be made by bank transfer to the A3's bank account. This term shall be deemed to have been observed when payment has been officially transferred to A3's bank account and is visible on the said account.

6.6. Failure to maintain the established deadline of payment shall authorize A3 to charge interest for late payment according to the following rules. For the first 30 days of delay in payment A3 retains the right to charge interest laws, and from the 31 day delay A3 has the right to charge interest on contractual maximum height. At the same time the Purchaser is obliged to cover all costs incurred by A3, due to take recovery action to recover the debt from VAT invoices.

6.7 The payments are accrued by the A3 in the first place on the oldest debts, and in particular on the existing commitment from interest on late payments.

6.8 In the event that after the conclusion of the contract, facts arise undermining the the Purchaser's credibility of the payment, A3 has the right to stop the execution of the contract setting a deadline for the Purchaser for payment protection, not less than 10 days, and after its expiry, to withdraw from the contract. In the event of cancellation the customer is obliged to pay a contractual penalty to A3 in the amount of 20% of the value of the order.

7. Copyright

7.1 The Purchaser shall be solely responsible for obtaining copyright or protection of designs and projects, which it provides A3 in order to fulfill contract. The same applies to any material that A3 has received from the Purchaser to fulfill the contract.

7.2 A3 has exclusive rights to the products its offers, including designs, drawings, templates and other documents. All documents and files processed for printing remain the property of the A3 and without her written consent cannot be shared with third parties. Designs, drawings, templates and other documents created in the course of the contract are the subject of copyright protection.

7.3. A3 has the right to use products made for the Purchaser in informational and advertising materials, on its website or as samples of A3's technical capabilities. In addition, it has the right to publish advertising material and information regarding A3's services to the Purchaser. In the event that the Purchaser does not give its consent to the above – it should provide it in writing, at the time of order.

7.4. With the approval of the Purchaser, the A3 can highlight its company logo on its manufactured products.

8. Warranty for defects

8.1. In view of this guarantee, hand off the whole of the provisions concerning the warranty for physical defects.

9. Warranty

9.1 On flags, flagpoles and accessories, A3 guarantees quality, including color durability (resistance to UV radiation), changes in the structure of knitwear (shrinkage, expansion) arising in the course of normal operation, durability, sewing and fasteners.

9.2 This warranty does not cover damage caused by normal wear and tear, use of the product contrary to its intended purpose or instructions for use, improper installation, installation in conditions different from the average (e.g. High winds, acid rain, proximity to pollution sources), acts of God, acts of vandalism and damage caused by improper storage, maintenance, transport, or exposure to the effects of other harmful factors.

9.3 Before assembly, flagpoles must be thoroughly cleaned. A3 is not liable for any damage resulting from assembly or disassembly of dirty flagpoles.

9.4 Before being put in their bags the flags must be thoroughly dried. A3 is not responsible for any discoloration caused by poorly dried or dirty flags during storage.

9.5 A3 is not responsible for the destruction or damage of flags and accessories caused by installing or removing the flags not in accordance with the instructions.

9.6 In the case of printing on entrusted materials, A3 does not assume responsibility for them.

9.7 Due to the production technology a 5% tolerance is allowed in the size of the print on polyester and PVC. This means that the prints can be 5% higher or lower than the assumed size of the target. Thus, finding the existence of differences in the sizes of the prints, the above / in the field, is not subject to the complaint.

9.8 The warranty period is counted from the date of purchase indicated on the original proof of purchase and is as follows:

- The flags - 6 months
- The flag poles - 12 months
- The accessories - 12 months.

9.9 In the case of the defect or defects the Purchaser shall promptly, but no later than within 7 days from the day it was discovered, notify A3 of the said. After that date, the Purchaser shall lose its rights under the guarantee.

9.10 Only complaints submitted in writing shall be considered, giving an exact description of the identified defect or lack of it, photographic documentation, or return the goods if the manufacturer has doubts concerning defectiveness of the said.

9.11 The deadline to respond to the reported complaint is 14 days from the date of receipt of a valid complaint application.

9.12. During the processing of the submitted complaint of faulty goods, in the event of such a necessity, A3 may require the purchaser to transport the said to the premises of A3. Faulty goods should be packed in the original bags and secured for transport.

9.13 In the event of a complaint of faulty goods, A3 shall replenish deficiencies or repair or replace defective goods. If repair or replacement is not be possible, or the costs involved outweigh the price, A3 shall return to the Purchaser the equivalent of the price or offer other goods.

9.14 The lack of any part of the delivered goods shall not entitle the Purchaser to advertise the entire delivery.

9.15 Filing a complaint does not relieve the Purchaser from the obligation to pay compensation for defective goods.

10. General Limitation of Liability

10.1. The Purchaser agrees to disassociate A3 from any potential issues related to third party claims for damages pertaining to breach of rights as well as not to hold A3 liable for the content contained in the manufactured products. The Purchaser bears all responsibility for the contents of the printed products.

10.2. If the use of materials supplied to A3 by the Purchaser in fulfillment of the contract results in damage claims by third parties - The Purchaser agrees to disassociate A3 from dealing with cases of compensation with these people.

10.3. A3 is not liable for supply shortages, or services performed by other entities, unless breach of the duty can be proven in the selection of subcontractors.

11. Additional Provisions

11.1. The place of performance of delivery and payment shall be established as A3's headquarters.

11.2 The Purchaser agrees to the processing of personal data contained in the contract sent for A3's marketing needs, in accordance with the Law of 29.08.1997 on the Protection of Personal Data (Journal of Laws No. 133, item 883).

11.3 In all matters not covered by the GTC shall be subject to the provisions of Polish Civil Code. The two parties confirm that all the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, which are in conflict with the wording of General Terms and Conditions and the Polish Civil Code, shall not apply to contracts or agreements entered into by the Parties.

11.4. Disputes arising in connection with the execution of the contract and the parties shall be submitted to the decision of the court of general Polish proper for A3.

11.5. In case of any doubt or dispute as to the interpretation of the language of these General Terms and Conditions, crucial for their settlement is the Polish version, published at: a3.com.pl.