

General Terms and Conditions

PRINTERA GRUPA d.o.o.
Sveta Nedelja, Dr. Franje Tuđmana 14A

1. Subject matter of General Terms and Conditions

1.1. These General Terms and Conditions (hereinafter: General Terms) regulate the business relationship between the company Printera grupa, grafička proizvodnja i trgovina, d.o.o., Sveta Nedelja, Ulica Dr. Franje Tuđmana 14a (hereinafter: Printera) as the provider of graphic services, on the one hand, and the Client procuring graphic services (hereinafter: the Client), on the other hand.

1.2. These General Terms apply to all deliveries of products and services of Printera and form an integral part of the contractual relationship between Printera and the Client. Said terms are effective unless otherwise stipulated in writing.

1.3. Printera and the Client shall enter into a contractual relationship in the event of Printera`s acceptance of the Client`s order, the Client`s acceptance of Printera`s offer or conclusion of the contract between Printera and the Client. The Client is deemed to have agreed to these General Terms upon the commencement of the contractual relationship.

1.4. All alterations or annexes contrary to these General Terms shall be valid only if the General Terms have been explicitly partially or entirely excluded.

If any provision of the offer, offer acceptance or the contract is different from or contrary to the provisions of these General Terms, the General Terms shall apply and the provision different from or contrary to the provisions herein shall be deemed null.

2. Offer

2.1. Based on the Client`s inquiry, Printera shall deliver an offer binding for Printera within 15 days from the issuance date. After the expiry of 15 days, Printera may extend the term of validity of the offer or alter the provided conditions.

2.2. All submitted offers have to be confirmed or accepted by the Client in writing. Acceptance of the offer, i.e. delivery of the order via e-mail shall be deemed as delivery in writing.

3. Order

3.1. Products and services ordered by the Client are specified in the offer, offer acceptance, i.e. order and other business and technical documentation.

3.2. All Client`s orders are binding and subject to these General Terms.

3.3. If the Client cancels the order for the service of making a product which is already in the process of production or delivery, the Client is obligated to pay the contractual penalty in the total amount of the order.

4. Graphic preparation

4.1. After the Client has accepted Printera`s offer, Printera shall verify the technical validity of graphic preparation. In the event that graphic preparation received by the Client or its authorised representative has been deemed invalid, i.e. inadequate for the commencement of production, the Client shall be notified thereof in writing and Printera shall not be responsible for the delay.

4.2. Printera shall send a PFD file with graphic preparation to the Client or its authorised representative for approval, so that the Client may perform the final verification of technical validity of the file and confirm the accuracy of its contents.

4.3. The Client is obligated to verify the accuracy of the PDF file with graphic preparation and issue print approval. Print approval sent via e-mail is deemed as the confirmation of accuracy of graphic preparation and the approval for production.

4.4. The Client may authorise Printera in writing to commence with the production process without the verification of the PDF file with graphic preparation, whereby Printera shall in no event be held liable for prospective failures or consequences of such failures, i.e. for any damage arising therefrom.

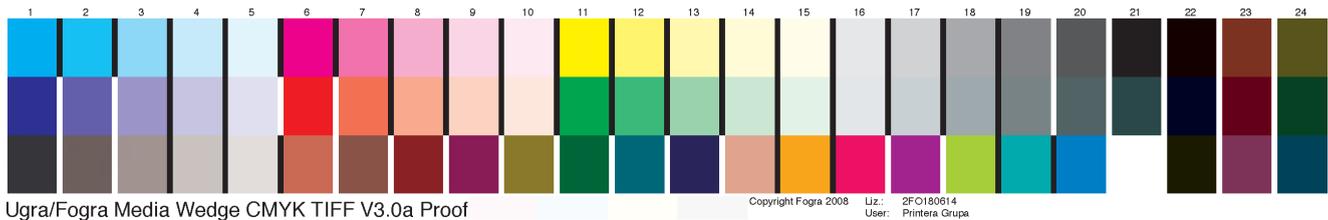
4.5. Printera shall not be held liable for any errors in graphic design overlooked by the Client. The Client is liable for the entire validity of the submitted graphic preparation.

4.6. Alterations requested by the Client after the approval for print represent an additional cost for the Client and shall be calculated according to the actual cost. Any request for alterations submitted orally shall not be deemed as received by Printera, unless subsequently submitted in writing.

4.7. Printera is not obligated to store or keep the graphic preparation submitted by the Client.

5. Quality of graphic products and services

5.1. Printera guarantees the quality of products and services delivered to the Client, and reproduces accurate colour print according to the delivered graphic preparation and in conformity with the international norm ISO 12647 ProcessStandard Offset.



- Colour of the surface $\Delta E^*_{ab} \leq 3.0$
- Average deviation of all fields $\Delta E^*_{ab} \leq 3.0$
- Max. deviation of primary colours $\Delta E^*_{ab} \leq 5.0$
- Max. deviation of individual fields $\Delta E^*_{ab} \leq 6.0$
- Max. hue deviation of primary colours $\Delta H \leq 2.5$
- Average deviation of composite grey $\Delta H \leq 1.5$
- Colorimetric difference of tone values $\pm 5\%$

5.2. The influence of printing materials may cause variations of printed colours within the deviations allowed by graphic standards and technical norms of the graphic industry, namely ISO 12647 (Process control for the production of half-tone colour separations, proof and production prints), ISO 2846 (Colour and transparency of printing ink sets for four-colour printing), ISO 3664 (Viewing conditions in graphic industry), ISO 13655 (Spectral measurement and colorimetric computation for graphic arts images), ISO 15930 (Prepress digital data exchange using PDF), ISO 12640 (Prepress digital data exchange), ISO 12646 (Displays for colour proofing) and ISO 16763 (Post-press).

5.3. The reproduction of colours on-screen, e.g. on the computer monitor, and the reproduction of colours on the final product can differ as a result of technological restrictions. Printera shall invest maximum efforts to reduce the difference between the reproduction of colours on-screen and the reproduction on the final product. Printera entirely waives any responsibility for the difference between the reproduction of colours on-screen and the reproduction on the final product., therefore it may in no event be held liable for the Client's visual impression and perception of the difference in colours on-screen and on the final product.

5.4. Printera is obligated to perform the tasks conferred upon it in accordance with the standards of care and acting in the best interest of the Client. In the event of extreme external or mechanical impacts on the product, Printera is unable to guarantee the durability of delivered graphic products.

5.5. By accepting the offer, i.e. the order or concluding the contract between Printera and the Client, the Client is deemed to have acknowledged the standards described herein and to have accepted the graphic restrictions and allowed deviations in the process of printing and finishing. The Client is also deemed to have agreed to the waiver of Printera's liability for the difference between the reproduction of colours on-screen and on the final product, i.e. for the Client's visual impression and perception of the difference in colours on-screen and on the final product.

5.6. It is possible to print on materials delivered by the Client. In that event, the Client is not entitled to file a complaint for the product made on the provided material. Furthermore, if the product is made on the material provided by the Client, Printera is not liable for the deviation of printed colours, contents or dimensions or any defects on the provided material during printing, finishing, storage or delivery. The material delivered by the Client should be delivered directly to the FCO Printera address. The Client is responsible for all damages and interruptions (malfunction of machines) occurred due to inadequate material properties (quality and/or quantity) if said properties are not in line with the properties this material should nominally possess. The Client shall bear the costs of storage of said materials.

6. Prices

6.1. The price paid by the Client to Printera for the provided graphic service shall be specified in Printera's offer, i.e. the Client's offer acceptance.

6.2. Offered and/or confirmed prices delivered to the Client always represent the prices for the Client's FCO storage (INCOTERMS) for one address in the City of Zagreb. Delivery costs for the Client outside of the City of Zagreb shall be additionally calculated.

6.3. Unless otherwise stipulated, the price in the offer is binding for the Client, and Printera is bound by the term of offer validity.

6.4. Printera reserves the right to alter the price:

- in the event of alteration of EUR/HRK exchange rate by $\pm 3\%$,
- in the event of increase in the price of production material by $\pm 3\%$,
- in the event of delivery time delay for any of the reasons stated under item 9.

7. Payment terms

7.1. Unless otherwise stipulated, the Client shall pay for the products and/or services in advance based on the offer Printera has issued for the total amount of product and/or service value, increased by the statutory VAT rate.

7.2. If the parties have stipulated deferred payment, Printera may request that the Client immediately, and no later than within 8 days from the signing of the contract, submits a payment guarantee instrument to Printera. Printera shall accept, as a payment guarantee instrument, a promissory note or a blank promissory note, i.e. a relevant number of notarised blank promissory notes and/or an unconditional irrevocable bank guarantee payable upon first demand. Payment guarantee instrument should be issued for no less than the total value of ordered products and/or services, increased by the statutory VAT rate.

7.3. The contractual parties agree that Printera shall issue an invoice to the Client for the provided services. The Client is entitled to file a complaint regarding the invoice within 8 business days from the invoice issuance date only in writing and through a communication sent by registered mail. The Client is obligated to specify the particulars of the complaint in said communication. Upon the expiry of 8 business days, Printera shall not accept any complaints regarding the invoice.

7.4. The Client shall bar all costs concerning the payment delay. Printera shall calculate default interest for all delayed payments by applying the valid statutory default interest rate.

7.5. In the event of delayed payment, the oldest receivables shall be paid first in the following order: expenses, interests, and then the principal.

7.6. If the Client delays with payment, Printera may either request the settlement of receivables or terminate the contract by a unilateral statement. Printera is entitled to compensatory damages in any case.

7.7. If the Client fails to execute payment of the entire due debt within 15 days from receiving the originating notice of motion, Printera shall, without any prior written notification, activate the payment guarantee instrument and/or instigate collection proceedings before a court.

7.8. All payments to Printera are to be executed to Printera's account No. HR1524020061100864010 or HR0923600001101675865 or HR8225030071100054394 or HR1823900011100590647.

8. Right of retention

8.1. For the purpose of collecting remuneration for provided work and invested materials, and other receivables arising from the business relationship between Printera and the Client, Printera has the right of retention concerning the products and other objects submitted by the Client pertaining to its operation, even if said products and other objects had already been delivered to the Client.

8.2. Printera is entitled to retain the products ordered by the Client until the entire settlement of the debt. During the period of retention of the products ordered by the Client, the Client shall bear the costs of storage so as not to violate Printera's right of retention until the entire settlement of the debt.

9. Delivery

9.1. Delivery deadline is deemed as defined and valid upon the acceptance of the offer where essential requirements of the contractual relationship between Printera and the Client, such as the price and the subject matter (specification of technical characteristics of the product), have been specified. Delivery deadline is defined upon the acceptance of the offer, i.e. the order, and/or the contract, pertaining annexes and/or other business and technical documentation. Delivery deadline includes business days, and excludes Saturdays, Sundays and public holidays.

9.2. Delivery time shall be extended for a reasonable deadline:

- a) if essential information requested by Printera for the execution of the contractual obligations is not received on time or if the Client subsequently changes information, thus causing delay in the delivery of products and services;
- b) if the obstacles occur which could not be prevented by Printera even though it acted appropriately and in line with the principle of a conscientious and prudent businessman, whether they affect Printera or the Client. Such obstacles include, but are not limited to, force majeure, natural disasters, epidemics, war, mutinies, revolutions, terrorism, explosions, fires, acts of government, embargoes on import or export, production downtime arising from an accident;
- c) if the Client or a third party delays with their work or execution of the contractual obligations;
- d) if the Client fails to meet deadlines and payment terms.

9.3. The Client is not authorised to withdraw from the order in the event of delivery deadline extension under item 9.2.

9.4. The Client is not entitled to compensatory damages arising from the delivery deadline extension pursuant to item 9.2.

9.5. Printera is authorised to execute a partial delivery of products and services, unless the Client and Printera have excluded the possibility of partial delivery of products and services with a special agreement.

9.6. The Client may take over the product or service of FCO Printera. For urgent deliveries outside of the City of Zagreb, Printera may contract the services of an authorised/contracted delivery service, i.e. a courier service and such delivery is additionally paid according to the valid price list of the delivery service, i.e. courier service.

9.7. If the delivery of the product or service cannot be executed for reasons caused by the Client, the Client shall bear the costs of storage and is obligated to settle these costs before taking over said product or service.

9.8. The risk of accidental failure or defect to the product shall be borne by Printera until the product has been taken over by the Client or an authorised/contracted delivery service.

10. Delay

10.1. The Client is entitled to request damages for delayed delivery if it has been proven that the delay was caused by Printera, and that the Client has consequently suffered substantial loss as a result of such delay. The Client is not entitled to request damages for the delay if replacement products or a partial quantity of products or services meeting the Client's needs can be delivered.

10.2. Compensatory damages for delivery delay cannot exceed 0.5% of the total stipulated price of products and services for an entire week of delay and cannot in any way exceed 5% of the total stipulated price of delayed products and services. When the stipulated non-compliance penalty reaches the maximum, the Client and Printera shall stipulate a new delivery deadline in writing. If Printera fails to comply with the new extended deadline, the Client is entitled to refuse the delayed products and services. If partial deliveries are not economically acceptable to the Client, the Client is entitled to terminate the contract and request that the paid amount be returned. However, the Client is obligated to return the pecuniary counter-value of the products received thus far.

10.3. The Client agrees that it is not entitled to any other form of compensatory damages for the delay, unless as stated under items 10.1 and 10.2.

11. Acceptance of delivery of goods and services

11.1. Taking over of products and services:

- a) Printera shall perform quality control of products and services prior to shipment. Unless otherwise stipulated, quality control systems implemented by Printera shall apply. If the Client requests additional quality control, it shall be stipulated separately and the Client shall bear the costs thereof.
- b) The Client shall perform quality control of products and services immediately upon taking over and shall notify Printera in writing about potential defects on the products and services no later than within 8 days from the takeover. If the Client does not notify Printera, the handover of the products and services is deemed successful and the Client without objections.
- c) If Printera is notified about defects on the delivered products and services, they shall be remedied as soon as possible.
- d) All types of defects on products and services do not grant the Client the right to request additional rights or file complaints other than as stipulated hereunder.

11.2. Acceptability of production surplus and deficit:

a) If Printera, due to production process demands, yields a quantity which exceeds the stipulated and ordered quantity of products and services, the surplus of up to 10 items shall be delivered to the Client free of charge, and the surplus of over 10 items shall be offered to the Client at the stipulated price or disposed by Printera at its own expense.

b) Production deficit, i.e. production quantity below the stipulated and ordered quantity of products and services which may appear in the production process, is deemed acceptable within the acceptable percentage in accordance with the table herein. The Client cannot file a complaint concerning this deficit and the deficit does not affect the unit price determined in the offer or the offer acceptance.

Circulation	Acceptable deficit percentage
Up to 3000 items	- 4.0%
3001 - 5000 items	- 3.5%
5001 – 10 000 items	- 3.0%
10 001 – 50 000 items	- 2.5%
50 001 – 100 000 items	- 2.0%
100 001 – 200 000 items	- 1.5%
Over 200 000 items	- 0.5%

Production deficit over the acceptable percentage shall be compensated by Printera at its own expense. Printera shall deliver the difference in quantity of delivered and ordered products and services to the Client.

Printera reserves the right to alter the production technology which does not substantially affect the appearance, functionality and quality of ordered products and services for the production deficit that needs to be compensated.

11.3. Defects in the part of the delivered goods or services do not entitle the Client to object to the entire delivery of goods and services.

12. Complaints

12.1. Complaints concerning the delivered goods may be filed within 8 days from the takeover of products and services and they should be sent to Printera exclusively in writing. The complaints refer to all aspects of delivered products and services, however the complaint cannot be filed for the subsequent changes requested by the Client after the Client has confirmed the accuracy of the PDF file with graphic preparation and granted print approval pursuant to items 4 and 5. In order for the complaint to be accepted, the delivered products and services should be returned to Printera. The return of the product without prior notice cannot be accepted. Upon the expiry of 8 days from the takeover of the product, the Client is no longer entitled to request enforcement of any other right pertaining to substantive or statutory defects.

12.2. If Printera receives the Client's complaint, it shall subject the sample to testing and, if the complaint is justified, remedy all defects or replace the products in line with the actual production conditions. Printera shall draw up a certificate about the rectification of defects or replacement of the product and deliver it to the Client.

12.3. Printera is obligated to compensate damages only if the damage occurred by error in the production process and caused the production of a faulty and non-functional product. By accepting the offer, the Client agrees to the deviations allowed by graphic norms and production standards pursuant to item 5, which refer to the precision of the cut, authenticity of reproduction with regard to the original, value of colour tone and quality of printing materials, and they are not, therefore, grounds for complaint.

12.4. Printera assumes no responsibility for the damage beyond the value of ordered products and services specified in the offer acceptance and therefore cannot assume responsibility for the compensation of the lost profit.

12.5. Printera assumes no responsibility for any damages caused by the inappropriate use of delivered products.

12.6. If there is no consent between the Client and Printera with regard to the justifiability of the complaint, the Client and Printera shall settle the disagreement amicably. In the event of a dispute, they agree to the competence of the court in Zagreb.

13. Intellectual property

13.1. Reproduction and print of all copies, originals, photographs, data media and similar made available by the Client to Printera are executed under the assumption that the Client has all relevant copyright and reproduction rights. The Client holds Printera harmless against all third party claims.

13.2. Printera and the Client each guarantee authenticity of used data, brands, patents, and designs and are thus each liable within their respective competence for the violation of any aforementioned right.

13.3. The samples are owned by the party which delivered them and said party may dispose of them at its own discretion.

13.4. Unless there is a written agreement, Printera is not obligated to keep the PDF file with graphic preparation, separation proofs, tools and samples. If the parties have agreed to storage, the storage shall be executed at the Client's expense.

13.5. Printera treats all received and/or stored business and technological documents with due care. Printera assumes no responsibility, but it can, in the event of a special agreement with the Client, conclude an insurance agreement for the coverage of prospective damages.

13.6. The provisions of this Article shall remain applicable even after the termination/expiry of the contractual relationship.

14. Confidentiality and non-disclosure

14.1. Printera and the Client are obligated to maintain confidentiality of all information from the contractual relationship. They are also obligated not to disclose or make available the content of their contractual relationship, trade or other secret, which they received within the cooperation, to third persons even after their contractual relationship has expired. The obligation of confidentiality refers to Printera, the Client and their business associates.

14.2. Each contractual party reserves the rights to all business documents made available to the other party. The party which received such documents acknowledges said rights and is obligated not to disclose a part or the whole of the documentation to any other third party without the prior written consent of the other party. The contractual parties are obligated to use the business documentation only for the purpose of concluding the mutual legal transaction and for no other purposes.

15. Personal data

15.1. Data collected by Printera refer to the name and the surname (company) of the Client, address, PIN, e-mail and other information necessary for a regular business relationship. Printera has thus appointed the Personal Data Collection Manager.

15.2. Data received from the Client are used in good faith and are not intended for third parties. They can be delivered to a third party only with the Client's consent or in cases stipulated by law.

15.3. Printera shall use the collected data for its own records, and for informing the Client about new products and services and active offers, i.e. for marketing purposes. If the Client does not wish to have its data used for marketing purposes, it is entitled to oppose to such collection and processing of data. The Client is entitled to withhold its consent in writing.

16. Force majeure

16.1. Printera shall not be held liable for the non-compliance with any of the obligations from the contractual relationship if it said non-compliance is caused by force majeure - external, extraordinary and unpredictable circumstances occurred after the conclusion of the contract, which could not be prevented, removed or avoided by Printera as a contractual party, and which directly affect the execution of obligations from the contractual relationship and do not result from negligence.

16.2. Force majeure includes, other than natural disasters, also epidemics, war, mutinies, revolutions, terrorism, explosions, fires, acts of government, embargoes on import or export, production downtime arising from an accident.

16.3. If any contractual party is prevented by force majeure from executing the obligations from the contractual relationship, said party is obligated to inform the other party thereof within 48 hours, specifying the cause and possible duration of force majeure.

16.4. If the contractual terms cannot be adjusted, Printera may ensure, at its own expense, the execution of the contractual obligation or contract a third party order.

17. Contractual relationship conclusion and termination

17.1. The transaction between Printera and the Client is deemed concluded after the Client has accepted Printera's offer or the contract has been signed.

17.2. Printera is entitled to entirely or partially terminate the contractual relationship between the Client and Printera if:

- a) the Client fails to meet the stipulated payment terms;
- b) the execution of delivery is hindered or delayed as a result of the Client's fault;
- c) the delivery deadline extension is caused by force majeure.

17.3. Printera is entitled to charge the executed deliveries or provided services and all preparatory activities undertaken on the basis of the contractual relationship. In the event of failed delivery, Printera is entitled to a compensation of all costs incurred from the delivery preparation.

17.4. The Client is entitled to terminate the contract in compliance with the 30-day notice period counted from the date of sending the written notification concerning termination. The Client is, however, obligated to pay the contractual penalty from Article 3.3 hereunder.

18. Final provisions

18.1. These General Terms have been published at the website www.printera.hr

18.2. Printera reserves the right to alter these General Terms without prior notice. The Client is obligated to acknowledge the applicable general conditions published at Printera`s website. By accepting the offer, the Client agrees to the applicable General Terms.

18.3. The regulations of the Republic of Croatia valid on the date of ordering the graphic products and services shall adequately apply to all mutual relations between Printera and the Client, which are not regulated by these General Terms.

18.4. Printera and the Client shall attempt to amicably resolve the disputes concerning interpretation, application or execution of these General Terms. If the parties fail to settle them amicably, they agree to the competence of the Commercial Court in Zagreb.

18.5. These General Terms and Croatian legislation shall apply to business relations and disputes regarding interpretation, implementation and execution of said General Terms or the contractual relationship between Printera and other legal or natural persons with registered offices in the Republic of Croatia or abroad, however, without the explicitly excluded collision norms. The competent court is the court in Zagreb.

These General Terms have been effective since 19th September 2016 and shall apply until the delivery of new general terms.