

REGULATIONS GOVERNING THE PROVISION OF SERVICES OF **GLOBART DRUKUJ SP. J.**

§1. General provisions

1. These Regulations apply to services provided by Globart Print Sp.j. and determine, in particular, principles of submission of Orders and delivery of completed Orders, the Client's rights associated with the Order, principles and mode of examination of complaints and scope of responsibility of Globart Print Sp.j.
2. The provisions of these Regulations constitute integral parts of the agreement for the provision of services between Globart Print Sp.j. and the Client.
3. These Regulations shall apply to all agreements, the subject matter of which is print, as well as any other forms of services provided by Globart Print Sp.j., signed with other entities, hereinafter referred to as the Clients.
4. The terms used in these Regulations have the following meaning:
 - a) GLOBART Print Sp.j. - Globart Print A. Gołębicki, M. Horba, T. Łaski Spółka Jawna based in Białystok, registered in the register of entrepreneurs kept by the District Court in Białystok, 12th Commercial Department of the National Court Register under number 0000266284 (hereinafter also referred to as the Company);
 - b) Client – an entity submitting the Order to GLOBART Print Sp.j. with regard to services provided by GLOBART Print Sp.j.;
 - c) Regulations – these regulations of services provided by GLOBART Print Sp.j.;
 - d) Order – a declaration of will submitted by the Client in electronic or paper form in the seat of the company. The order form is available at <http://www.globartprint.pl>; <http://globartprint.bialystok.pl>
 - e) Comparative material – a colour sample delivered to GLOBART Print Sp.j. by the Client in the form of a printout from the production file provided for execution (proof), as well as a printout in the scale or dimensions that allows it to be made in desired colours; GLOBART Print Sp.j. reserves the right to prepare a proper printout based on the comparative material with differences resulting from using a different base, ink or plotter;
 - f) Working day – means a calendar day, except for Saturday, Sunday and days legally considered as holidays.

§2. Entering into agreement/Order acceptance

1. The Orders are submitted in writing or via e-mail to biuro@globartprint.pl or to a personal address of an employee of Globart Print Sp.j. on the terms specified in the present Regulations.
2. Conclusion of the agreement for provision of services takes place upon submission of the Order by the Client. Submission of the Orders means approval of these Regulations.
3. The Order Form is available at <http://www.globartprint.pl>; <http://www.globartprint.bialystok.pl>.

4. Order acceptance takes place at the time of acceptance of data necessary for GLOBART Print Sp.j. to perform the Order. Should the Order be not accepted by Globart Print Sp.j. the Order is not accepted for implementation.
5. To submit the Order electronically, it is necessary to contact the Customer Service Office of Globart Print Sp.j.
6. When submitting the first Order the Client is obliged to specify the following data: name/full name, address, National Court Register Number, Tax Identification Number, National Business Registry Number, personal identification number (in the case of a natural person). The Company has the right to request confirmation of data concerning the Client every 30 days.
7. The Client cooperating with GLOBART Print Sp.j. on a regular basis is obliged to inform the Company about any change in the data required when submitting the first Order. In the case of default in meeting the foregoing obligations any shipments sent to the address stated in the primary Order will be deemed effectively delivered.
8. The Client hereby states that he has appropriate copyrights to any materials and files that he delivers in order to perform the Order. The Client accepts full liability for possible costs, losses and complaints resulting from violation of third party copyrights concerning materials provided to Globart Print Sp.j. by the Client.

§3. Implementation of the Order

1. The day of commencement of execution of the Order is defined as a day of delivering or approving complete materials for printing, consistent with the file preparation specification of Globart Print Sp.j. available at: <http://globartprint.bialystok.pl/dla-klientow/przygotowanie-plikow/>. Any time limits agreed for the Order implementation are calculated from this day.
2. Time limits are calculated in business days.
3. The deadline for completion of the Order is a contractual term and is individually consulted with the Client based on production possibilities and quantity and type of Orders accepted and performed at a given moment.
4. After preparation of a production report and checking the file for printing by the graphic design department the Client receives for acceptance a summary containing all necessary data concerning the Order, and the file for printing.
5. If the Client fails to send the approved summary referred to in §3 item 3 within 12 hours from its sending to the Client, the summary is deemed accepted.
6. The Client should accept materials for printing, if they are compliant with regard to the quality and the type specified in the Order.
7. Following acceptance the Company will not be liable for possible errors in the content, dimensions, quantity, material, printing layout, printing technologies and other data approved by the Client. At the same time, the approval of the project means the approval of such elements as: substantive content, layout of particular elements, spelling, grammatical and punctuation mistakes. After the approval of the file for printing it is not possible to make changes and stop the production process. After the approval, errors in the above elements cannot be the basis for complaints, and any complaint submitted in this respect will be dismissed.
8. The condition for starting the execution of the Order is specification of the data mentioned in §2 item 6 of the Regulations by the Client.

9. In the case of the consent for the implementation of the Order without the comparative material, the Client bears responsibility for errors in the content, page layout and colours. In the case of lack of colour pattern GLOBART Print Sp.j. is not responsible for printing colours.
10. The Client is obliged to provide the Company with detailed information concerning the nature and the subject of the service (e.g. a period in which the product performed by the Company will be used, specific weather conditions in the place where it will be used). Failure to specify essential information will result in the lack of liability of the Company with regard to changes in the structure and the quality of the Order implemented by the Company arising as a result of the passage of time or location of a given product.
11. GLOBART Print Sp.j. does not adjust the content of materials sent by the Client without any clear indication of such request. In the case of ordering execution of the project, printing can be performed after the Client approves the correctness of the content and graphics.
12. Delivery of incomplete or defective materials for printing extends the term of implementation of the Order.
13. If the Client delays with delivery of any materials, if non-performance of an obligation by the Client may hinder performance or conclusion of other agreements by GLOBART Print Sp.j. - the company is entitled to:
 - a) terminate the agreements without fixing additional time limit for execution of the Order, with the right to demand remuneration for completed works;
 - b) request the Client to express the consent to increase the price or extend the time for implementation of the Order as necessary to maintain the schedule of implementation of other Orders from other clients of the Company, otherwise terminate the agreement with effect for the future if the Client fails to express such consent.
14. GLOBART Print Sp.j. is obliged to ensure high quality of printing, on the basis of supplied materials for printing, taking into consideration available technologies.
15. GLOBART Print Sp.j. reserves the right to remove materials of the Client (files) placed on the server after completion of the Order.

§4. Payments

1. Payments for the Orders are made as follows:
 - a) cash on delivery of the Order,
 - b) bank transfer to the bank account specified in the invoice or pro forma invoice.
2. Invoices are issued within 5 days from the date of shipment/receipt of the Order, unless the Parties agree otherwise.
3. In the case of personal receipt of the Order by the Client, the invoice is issued within no more than 5 days from the date of preparation of a given Order for delivery, also in case of delays/lack of receipt of the Order by the Client.
4. The first Order is completed only upon payment of 100% of the value of the Order.
5. The Client is obliged to pay advance payment in the amount of 20% of the value of the Order (except for the situations specified in §4 item 2 and item 4) in the case of:
 - a) payment by cash for the first Order by the Client;

- b) submission of the Orders for the amount higher than PLN 500.
- 6. The Company has the right to implement the Order contingent upon an advance payment of minimum 20% of the price, particularly if:
 - a) It becomes aware of financial problems of the Client;
 - b) The Client fails to meet payment deadlines for previous invoices;
 - c) The Order is worth more than PLN 5,000.00;
 - d) Material for printing is not a material normally used by GLOBART Print Sp.j.;
 - e) The Order may result in incurring additional costs by Globart Print Sp.j.
- 7. In the case of settlement by bank transfer the standard payment deadline is 7 days from the date of issuing the VAT invoice, unless the parties agree otherwise.
- 8. If the Client fails to meet this deadline the Company calls for payment. After ineffective lapse of the term indicated in the call the Company charges the fee referred to in Article 10 of the Act of 08 March 2013 on Terms of Payment in Commercial Transactions to the Employee.
- 9. In case of any delays in payment, the Client should pay to the Company statutory interest in commercial transactions as mentioned in the Act of 08 March 2013 on Terms of Payment in Commercial Transactions.
- 10. If the Client is in arrears with payments for completed Order Globart Print Sp.j. has the right to withhold execution of another Order submitted by the Client until the indebtedness is settled or withdraw from the agreement with effect for the future.
- 11. On the basis of Article 589 of the Civil Code Globart Print Sp.j. reserves the ownership of a product sold until full payment.

§5. Delivery

- 1. Orders can be delivered as follows:
 - a) by personal transport of Globart Print Sp.j.,
 - b) by a courier company,
 - c) via Poczta Polska (Polish Post Office),
 - d) by personal receipt by the Client.
- 2. In the case of delivery to the Client (by personal transport, courier company or Poczta Polska) the cost is determined individually and added to the Order price.
- 3. When receiving the Order the Client is obliged to check the completeness and the condition of the shipment. Any damages or quantitative shortages should be immediately notified to Globart Print Sp.j. and reported in writing in the form of a complaint report prepared in the presence of a person delivering the Order, at the moment of collecting the product, otherwise any possible claims arising from damages arisen in transport (including shortages in the Order) will be deemed invalid.
- 4. GLOBART Print Sp.j. is not responsible for damage done to the subject of the Order during transport by an external company. In such case an external company responsible for the delivering the shipment bears full responsibility.
- 5. Signing a shipment receipt is equivalent to accepting its quantity and quality and results in the lack of the Company's responsibility in this respect with regard to later reservations.

§6. Complaint conditions

1. Only damaged goods or goods inconsistent with the Order may give rise to a complaint. Defects of parts of the Order does not entitle to claim that the entire Order is defective.
2. If there are defects originating from the Company's fault (recognised when examining complaints) the Company undertakes to perform the Order correctly, after agreeing with the Client all details concerning complaints, unless the Parties agreed otherwise.
3. GLOBART Print Sp. j. will be liable for defects arising through the Client's fault (e.g. as a result of, for instance, sending wrongly prepared materials or files), as well as for defects resulting only from the quality of materials supplied by the Client or by a third party.
4. The Client has the right to submit a quantitative complaint at the time of receipt of the subject of the Order on the terms specified in §5 item 3.
5. The Client has the right to report a qualitative complaint after receiving the subject of the Order. A complaint should be delivered to GLOBART Print Sp. j. in writing or by e-mail to biuro@globartprint.pl within 3 days from the moment of receipt of the Order, otherwise rights resulting from warranties are lost.
6. Should a defect be observed in the period of use of the Order, the Client has the right to file a qualitative complaint within 3 days from the date of disclosing such defect, no later, however, than 12 months from receipt of the Order.
7. In the case of reporting a complaint concerning the Order's quality, the Client is obliged, upon the company's request, to return/send back a questioned work in order to evaluate the justified character of a complaint. A work should be returned within 3 working days after the company notifies such demand. If the company dismiss a complaint, transport costs are paid by the Client.
8. Failure to comply with the Company's call referred to in §6 item 5 will constitute a justified basis for the dismissal of a complaint submitted by the Client.
9. In the case of negative examination of a complaint the Client bears the cost of re-sending a product for which a complaint was submitted.
10. In the case of observing irregularities during delivery the Client is obliged to notify this fact to a courier/carrier/supplier, which is obliged to prepare the damage report – this document is necessary for submitting complaints concerning damages/shortages in the Order.
11. Works being complained about regarding their quality, cannot bear signs of use. GLOBART Print Sp. j. will examine complaints concerning new works. Any complaints concerning obtained colours will be based only on a sample printout or a comparative material supplied to the Company prior to implementing the Order.
12. GLOBART Print Sp. j. is obliged to take a stance with regard to a complaint in writing or by e-mail within 30 days from its receipt. In the case of a complaint concerning the quality of the Order, the term is calculated from the date of receipt of a product for which a complaint was submitted. If a complaint relates to materials purchased at contractors of the Company, the term for examining a complaint may be extended.

§7. Scope of responsibility

1. In the case of untimely or improper execution of the Order or withdrawal from the Order, the liability of GLOBART Print Sp. j. is limited to the value of the Order, and

does not cover possible benefits lost by the Client, as well as additional costs, including costs of assembly and disassembly of works.

2. The Client will bear sole responsibility for type, quality, content and effects of possible defectiveness of materials for print supplied thereby (in the case of performing the Order on the Client's material). GLOBART Print Sp. j. bears responsibility for the quality of a material contained in the offer and used to perform the service (Article 641 of the Civil Code).
3. GLOBART Print Sp. j. is not liable for the delay in delivery of materials for print resulting from circumstances controlled by the Client.
4. GLOBART Print Sp. j. is not responsible for:
 - a) printout of works wrongly prepared in terms of content;
 - b) printout of works wrongly prepared in technical terms, in the case of lack of corrections on the part of GLOBART Print Sp. j.;
 - c) printout of works accepted by the Client and containing technical, technological or substantive mistakes;
 - d) delay in the time of implementation resulting from the time of delivery of required documents by the Client;
 - e) a delay in provision of materials from the subcontractors of the Company;
 - f) a delay caused by forces of nature, e.g. storm, flood or fire, resulting in power outages;
 - g) for complaints regarding courier shipments or deliveries made by Poczta Polska.

§8. Protection of personal details

1. The Administrator of personal data is Globart Print A. Gołębiccki, M. Horba, T. Łaski Spółka Jawna based in Białystok (15-545) at ul. Ciołkowskiego 88F, entered in the register of entrepreneurs of the National Court Register kept by the District Court in Białystok, 13th Commercial Department of the National Court Register, under KRS number 0000266284 (hereinafter referred to as "the Administrator").
2. Personal data provided when placing the Order will be processed by Globart Print Sp.j., first of all, in order to implement an agreement for the provision of services on the terms described in the Regulations (establishment, shaping the content, changing or termination of the legal relationship under provided services and examination of possible complaints). The legal basis of such processing is Article 6, passage 1 letter b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
3. Globart Print Sp. j. does not process the stated personal data based on automated processing, including profiling.
4. Transferred/shared personal data may also be used by Globart Print Sp.j. for other purposes if a separate, optional consent for such processing is expressed.
5. Personal data will be stored for the duration of the agreement for the provision of services and after its termination, for Globart Print Sp.j. to exercise rights and obligations resulting from applicable legal regulations, in particular tax obligations.

6. The Client has the right to access his personal data, correct them, remove them or limit their processing, the right to object to further processing (should the basis for processing be a justified interest of the administrator), the right to transfer personal data and to file a complaint to the supervision authority with regard to protection of personal data.
7. Provision of personal data during registration or when using the services is voluntary, but necessary in order to execute the Order.
8. Any consents regarding personal data processing or transmission of commercial information may be revoked at any moment. Any correspondence in this regard should be sent to the Administrator to the following address: daneosobowe@globartprint.pl
9. The Client and the Supplier are responsible for statement of untrue data

§9. Final provisions

1. Any disputes arising in connection with the provision of services related to operations conducted by GLOBART Print Sp. j. will be resolved by a common court having a jurisdiction over the seat of GLOBART Print Sp. j.
2. In any cases not regulated by these Regulations generally applicable provisions of the Polish law apply.
3. The Client agrees to use completed works and projects for the purposes of promotional activities of the company.

