

GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF PRINTING SERVICES

by **Ormus spółka z ograniczoną odpowiedzialnością** having its registered seat in Cracow, address: 31-314 Kraków, ul. Zygmuntowska 10, registered in the National Court Register held by the District Court in Cracow, XI Commercial Department of the National Court Register under the number (KRS number): 599109, NIP: 9452190179, REGON: 363604490, share capital: PLN 5.000,00 (hereinafter: "**Ormus**")

§ 1

Scope of the Agreement

1. Any third party (hereinafter: „**the Orderer**”) is entitled to ask Ormus for quotation for the performance of printing services (hereinafter: „**the Services**”).
2. Ormus, after the analysis of the request and – if necessary – after obtaining additional information from the Orderer, presents the Orderer in an electronic or written form:
 - a. preliminary financial conditions under which Ormus may perform the order specified in the request for quotation, and
 - b. detailed technical options of the performance of the Services described in the request for quotation – to be chosen by the Orderer and having impact on the final amount of remuneration of Ormus.
3. After the technical options specified in section 2 b. are selected by the Orderer, Ormus draws up – on a draft provided by Ormus – a draft of the order regarding the performance of Services, which – after its execution by the Orderer – will constitute the order (hereinafter: “**the Order**” or “**the Agreement**”).
4. Ormus and the Orderer are jointly referred to as “**the Parties**” and each of them separately as “**the Party**”).

§ 2

Production Files

1. Ormus commences the performance of the Order after the joint fulfillment of the following conditions:
 - a. crediting a bank account of Ormus with an agreed advance payment (if applicable);
 - b. receipt from the Orderer – in an electronic form – of the production files regarding the Services specified in the Order (hereinafter: „**the Production File**”);
 - c. receipt from the Orderer the confirmation on the full acceptance of the files for printing (ozalids).
2. The Orderer warrants that:
 - a. the Production File is proper, valid, complete and fully suitable for offset printing;
 - b. Ormus will have unlimited access to the Production File during the whole period of the performance of the Order, regardless of a method of sharing of the File by the Orderer, in particular Ormus will be able to keep this Production File and record it in the ordinary course of action;

- c. the Orderer holds all rights (including copyrights and industrial property rights) to the content of the Production File;
 - d. parameters of the Production File are consistent with these indicated in the Order (in particular as regards: format, number of pages, colors).
3. Ormus - in the performance of the Order - is entitled, but not obliged, to carry out the basic verification of the content of the Production File and to inform the Orderer on the noticed defects.
4. Ormus is not responsible for any consequences connected with the delivery by the Orderer of the defective Production Files and other materials, including any consequences resulting from the performance of the Services indicated in the Order on the basis of these defective Production Files.

§ 3

Performance of the Order

1. The object of the Order will be delivered to a place indicated in the Order by a transport undertaking agreed by the Parties therein (hereinafter: „**the Transport Undertaking**”). If the Parties have not determined the Transport Undertaking in the Order, Ormus will be entitled to choose the Transport Undertaking at its sole discretion – at the cost of Ormus and at the risk of the Orderer.
2. The date of the completion of the Order by Ormus shall be deemed the date on which Ormus informs the Orderer of the performance of the Order and its readiness to transfer the object of the Order to the Transport Undertaking. Upon the transfer of the object in question to the Transport Undertaking, any burdens connected with the said object and the risk of an accidental loss of, or damage to the object are transferred to the Orderer.
3. Ormus is not obliged to insure the object of the Order.
4. Without prejudice to the above, Ormus is not responsible for any acts and omissions whatsoever connected with the transport of the object of the Order and in particular for any delay in its delivery to the Orderer.
5. It is presumed that the object of the Order has been transferred by Ormus to the Transport Undertaking in a proper condition.
6. If the Orderer delays in the reception of the object of the Order from the Transport Undertaking or refuses the reception thereof, Ormus is entitled to charge the warranty penalty in the amount referred to in § 13 section 1. – for each commenced week of the delay. Furthermore, Ormus may claim supplementary damages from the Orderer – according to general rules of law.

§ 4

Subcontracting

Ormus is entitled to subcontract the performance of the Order - in part or in whole - to any third party, at its own discretion. In such case Ormus is liable to the Orderer solely for not using due care in choosing the subcontractor. The above-mentioned prerequisite of liability of Ormus shall be applied in case of any acts or omissions of the persons with the assistance of whom Ormus performs the Order.

§ 5

Quality of the object of the Order

1. The Orderer declares that it is aware that:
 - a. in case of any color reproduction in color some deviations from the original file may appear at all phases of the performance of the Order, and that
 - b. in order to increase the probability of obtaining reliable information regarding the final effect of the printout as regards the color compatibility (between the original file and the final printout), the Orderer shall order, at Ormus, the color proof, provided however that the deviations may appear also in comparison of the said color proof with the final printout. The performance of the color proof shall be subject to the additional remuneration between the Parties.
2. The existence of any color incompatibilities between the original file provided by the Orderer and/or an ozalid and/or a color proof (if it was ordered by the Orderer) and the final printout does not constitute the improper performance of the Order and therefore does not give rise to any liability of Ormus towards the Orderer.
3. If the Orderer - after the receipt of ozalids and/or color proofs - wishes to modify the content of the Production File – the agreed date of the performance of the Order will be extended accordingly. Furthermore, the modification in question may result in the increasing of the amount of remuneration of Ormus. The increase of the amount of remuneration referred to in the preceding sentence shall not constitute a change of the Order and can be made unilaterally by Ormus - if it is rationally justified by the modification of the content of the Production File made by the Orderer.
4. Notwithstanding the foregoing, the Orderer is obliged to present Ormus – in writing or in electronic form – the detailed reasons of the modification of ozalids and/or color proofs – as described in section 3.
5. In case of any modifications of the Production File - the provisions of § 2 section 1b shall be applied accordingly.
6. Anything to the contrary notwithstanding the Orderer agrees that the quantity difference between the actual amount of printed copies and the amount indicated by the Orderer in the Order shall not constitute the improper performance of the Order – as long as the difference in question does not exceed 5%.

§ 6

Date of completion of the Order

1. The object of the Order will be completed by Ormus on the date agreed upon by the Parties in the Order.
2. The Orderer is obliged to cooperate with Ormus in the performance of the Order and in particular to perform – within the term indicated in the Order – actions referred to in § 2 section 1 a-b, as well as to provide Ormus with any other materials, information and advice necessary – in the opinion of Ormus – for the proper performance of the Order.

3. If the performance of the Order requires – in the opinion of Ormus - the cooperation of the Orderer and the Orderer does not cooperate or if the Order cannot be performed because of reasons attributable to the Orderer (e.g. the analysis of ozalids or color proofs), the date specified in section 1. shall be extended accordingly.
4. The Orderer is aware that the accordingly extended date of the completion of the Order referred to in § 5 section 3. and in section 3. of this § 6 shall be established also with regard to the dates of performance of other orders resulting from the agreements concluded by Ormus with third parties. The said extension of the date of the completion of the Order does not constitute a change of the Order and it can be made unilaterally by Ormus.

§ 7

Remuneration

1. For the performance of the Order Ormus receives remuneration in the amount agreed in the Order (hereinafter: „**the Remuneration**“).
2. The amount of the Remuneration agreed in the Order is the net amount, which means that to this amount shall be added any applicable taxes, duties and other public fees – at the rate applicable on the date of the issuance of the invoice by Ormus.
3. The Orderer entitles Ormus to issue VAT invoices without the signature of Ormus and to deliver them by electronic means to the Orderer.
4. The Remuneration shall be paid as agreed in the Order, provided however that the amount of the Remuneration indicated in the Order includes the discount for the timely payment - in the amount of 15% of the Remuneration. Any failure to make the timely payment by the Orderer shall result in the cancellation of the discount. As a consequence the Orderer will be obliged to pay the Remuneration in the higher amount (i.e. increased by 15%). Regardless of the foregoing for any delay in payment the maximum amount of interests for the delay shall be due to Ormus.
5. If in the process of the performance of the Order it will be necessary to bear any additional costs (in particular, if it becomes necessary to carry out additional work), which have not been foreseen by the Parties upon the conclusion of the Order, each Party may demand the appropriate increase of the agreed Remuneration. The other Party may refuse to satisfy this demand solely if it is clearly unfounded.
6. Regardless of any other provisions hereof, any non-payment of the Remuneration on the agreed date, shall entitle Ormus to refrain from the performance of any other Order placed by the Orderer – until the full payment of the Remuneration is credited in the bank account of Ormus. The aforementioned conduct of Ormus shall not constitute the improper performance of the Order and therefore it shall not give rise to any liability of Ormus towards the Orderer.
7. The ownership of the object of the Order shall be retained by Ormus – until the full payment of the Remuneration in favor of Ormus.
8. For the avoidance of any doubts the term “deposit” as used in the Order – shall mean that in case of any non-performance of the Order by the Orderer, Ormus may, without prejudice to any other provisions indicated herein, rescind the Order (in accordance with § 15 hereof) and retain the amount of the deposit in question.

§ 8

Limitation of liability

The total liability of Ormus towards the Orderer due to any claims whatsoever in connection with the Order is limited to the amount of PLN 30.000,00 (in words: thirty thousand 00/100).

§ 9

Loyalty

During the effective term of the Order (i.e. until the date of its completion as indicated in § 3 section 2. above) and during 1 year thereafter neither Party shall – neither individually, jointly with any other person nor on behalf of any other person, directly or indirectly:

- a. induce any clients, customers or business partners of the other Party (hereinafter: **“the Clients”**) to terminate contracts with such other Party or not to perform or to improperly perform their contractual obligations towards the other Party;
- b. establish contacts with the Clients and in particular acquire – for its own benefit or for the benefit of any third party – contracts or orders from the Clients;
- c. take any actions in order to discredit the other Party or the services provided by this Party, including any disclosure to any third party of any adverse information about the other Party, its shareholders, members of the management board, employees or the Clients – regardless of the accuracy of the information in question;
- d. commit any act of unfair competition to the detriment of the other Party.

§ 10

Confidentiality

1. In connection with the Order the Orderer may gain access to any:
 - a. information constituting a commercial secret of Ormus;
 - b. information which – although does not constitute a commercial secret of Ormus - is of the importance for the business interests of Ormus and therefore should be kept confidential;
 - c. information constituting a commercial secret of any entity other than Ormus;
 - d. information which – although does not constitute a secret of any entity other than Ormus - is of the importance for the business interests of the said entity and therefore should be kept confidential(hereinafter: **„the Confidential Information”**).
2. For the purpose hereof the term „Confidential Information” shall mean in particular any: information, materials, technical, financial and organizational data, business plans, contact databases, strategies, products, specifications, all intellectual property, know-how, technologies, analyses, data regarding the Clients, studies, notes and any other documents containing such information or based on such information – regardless of whether or not the disclosure of the information may expose Ormus to damage or cause

the damage – disclosed to the Orderer before the date of the Order or during the effective period of the Order, as well as obtained by the Orderer in any other way.

3. The Confidential Information shall be deemed "confidential" regardless of whether or not it was marked as such.
4. The Orderer undertakes to keep of all the Confidential Information confidential – within the entire effective period of the Order and thereafter.

§ 11

Release from liability

Notwithstanding any other provision herein, the Orderer warrants to indemnify and hold Ormus harmless from and against any claim and liability based on any legal basis (hereinafter: "**the Liability**"), if the Liability is related to any false declaration, statement or warranty made by the Orderer.

§ 12

Complaint

1. The Orderer is obliged to notify Ormus - immediately, not later than within 14 days after the date of the delivery of the object of the Order by the Transport Undertaking to the address indicated in the Order – in writing (otherwise being null and void) any and all defects (both physical and legal) regarding the object of the Order. The notification in question shall include the detailed description of the alleged defects. Together with the said notification the Orderer shall send to Ormus – at its own cost and risk – all defected copies of the performed Order (hereinafter: „**the Defected Copies**”).
2. The Orderer shall have no rights whatsoever (neither from the warranty for product defects nor under any other legal basis whatsoever, including in particular under the general rules of contractual liability) in connection with any defects of the object of the Order, unless they were notified to Ormus in accordance with section 1.
3. In case if Ormus does not accept the alleged defects notified by the Orderer or in case if due to the reason described in section 2., the notification will not be analyzed by Ormus, the Defected Copies will be, at the discretion of the Orderer:
 - a. returned to the Orderer – at its own cost and risk; or
 - b. destroyed by Ormus – at the cost and risk of the Orderer.
4. The Orderer shall inform Ormus of the decision adopted as described in section 3. – in written or electronic form – within 5 days from the date of the receipt of information on the non-acceptance of the defects or on the fact that the analysis could not have been conducted due to the reason specified in section 2. The payment of all costs referred to in section 3. shall be made by the Orderer in advance, within 3 days from the date on which the Orderer informed Ormus on the amount of the costs.
5. If the Orderer will not inform Ormus on the decision as indicated in section 4., the right to adopt that decision shall be passed to Ormus. Ormus will charge the Orderer with any costs and expenses incurred in connection with the return or the destruction of the Defected Copies. Furthermore, the failure to inform Ormus on the decision as indicated in

section 4. shall entitle Ormus to charge the warranty penalty in the amount referred to in § 13 section 1.

6. The provisions of section 5. shall be applied accordingly to the situation in which the costs specified for in section 3. above are not paid by Orderer within the term indicated in section 4.

§ 13 Warranty penalties

1. The Parties agree that:
 - a. any non-performance or improper performance by the Orderer of any obligations resulting from the Order; or
 - b. any false or inaccurate declaration, statement or warranty made by the Orderer - entitles Ormus to charge the warranty penalty in the amount of PLN 30.000,00 (say: thirty thousand 00/100) – for every non-performed or improperly performed obligation or for every false declaration, statement or warranty.
2. Furthermore, Ormus may claim supplementary damages from the Orderer – according to general rules of law.

§ 14 Force majeure

In case of any event of force majeure or other incident, which prevents Ormus from or materially hinders the performance of the Order as agreed by the Parties, the date of the completion of the Order will be extended by the period of time in which the performance of the Order was impossible or materially hindered.

§ 15 Rescission right

1. Until the Order is completed, the Orderer may at any time rescind the Order – in writing, otherwise being null and void.
2. If, in the opinion of Ormus, Ormus is prevented from the performance of the Order or the performance thereof is hindered - due to the reasons attributable to the Orderer - Ormus is entitled to rescind the Order after an ineffective lapse of the additional period of five days set by the Orderer, in writing or in electronic form, to remove the aforementioned reasons. The right to rescind the Order indicated in this section 2. may be performed within 60 days from the date on which the Order in question was placed by the Orderer (as specified in § 1 section 3).
3. If, in the opinion of Ormus, Ormus is prevented from the performance of the Order or the performance thereof is hindered – due to any reasons other than those specified in section 2. - Ormus is entitled to rescind the Order at any time. The right to rescind the Order indicated in this section 3. may be performed within 60 days from the date on which the Order in question was placed by the Orderer (as specified in § 1 section 3).

4. In case of the rescission from the Order on the basis of section 1., 2. or 3. the Orderer is obliged – within the period of 7 days from the day on the issuance of the invoice – to make the following payment in favour of Ormus:
 - a. 40% of the Remuneration - if the notice of rescission from the Order was placed before the date of the acceptance of the ozalid by Ormus; or
 - b. 100 % of the remuneration - if the notice of rescission from the Order was placed after the date of the acceptance of the ozalid by Ormus.The provisions of § 7 section 3. and 5. shall be applied accordingly.
5. In case referred to in section 4 b the Orderer shall pay to Ormus – together with the remuneration indicated in the said section – 10% of the Remuneration for the storage and the disposal of the object of the Order that was subject to the rescission.
6. The rescission referred to in section 3. is effective *ex nunc*.

§ 16

Final provisions

1. The present general terms and conditions shall constitute an integral part of the Order. In case of any discrepancies between the present general terms and conditions and the Order, the provisions of the Order shall prevail.
2. The Orderer is not entitled to set off any obligations due to it against any obligations due to Ormus.
3. Any disputes arising out of or in connection with the performance of the Order shall be governed exclusively by Polish law – without giving effect to any conflicts of law provisions.
4. The Parties hereby exclude, in any matters connected with the Order, the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
5. The court having the exclusive jurisdiction over any dispute described in section 3. shall be the court competent for the registered seat of Ormus.
6. Any amendments to the Order shall be made in writing – otherwise being null and void.
7. If the Order is signed in different language versions, in case of any discrepancies the Polish version shall prevail.

