

General Business Terms and Conditions of Integraf, s.r.o.

Valid from: 01 April 2021

I. Introductory Provisions

1. These General Business Terms and Conditions (hereinafter referred to as the “GBTC”) regulate the mutual rights and obligations arising from individual business cases regarding the sale of goods, provision of services or execution of a work concluded by and between Integraf, s.r.o., Company ID No.: 474 51 980, having its registered office at Myslbekova 273, Staré Město nad Metují, 547 01 Náchod, as one contracting party, and a customer, as the other contracting party, unless expressly stipulated otherwise in the written contract concluded by and between the parties (the sale of goods, provision of services or execution of a work are hereinafter jointly referred to as “Goods”. These GBTC form an integral part of every concluded contract for sale of goods, provision of services or execution of a work (hereinafter referred to as “Contract”) as well as of every quotation for print (hereinafter referred to as “Quotation”) on the basis of which the customer places its order (hereinafter referred to as “Order”).
2. For the purposes hereof, “**Supplier**” shall be understood Integraf, s.r.o., Company ID No.: 474 51 980, having its registered office at Myslbekova 273, Staré Město nad Metují, 547 01 Náchod.
3. For the purposes hereof, “**Customer**” shall be understood either an entrepreneur or a consumer.

“**Entrepreneur**” shall be understood anyone who, for its own account and at its own responsibility, carries out a gainful business activity in a trade licensing or similar manner with the intention to do so consistently for the purpose of achieving profit, as well as anyone who enters into contracts related to its own business, production or similar activities, or in the course of the independent exercise of its profession, or a person acting in the name or on behalf of an entrepreneur. A person registered in the Commercial Register shall also be considered an entrepreneur.

“**Consumer**” shall be understood anyone who concludes a contract or deals with an entrepreneur beyond the scope of its business activities or independent exercise of its occupation.

4. For the purposes hereof, “**Contract**” shall be understood a written (including e-mail) Order placed by the Customer and expressly confirmed (in writing or by e-mail) by the Supplier, made on the basis of the Supplier’s Quotation. The Contract shall be understood concluded at the moment the Customer receives the Order confirmation from the Supplier. By concluding the Contract, mutual rights and obligations under the Contract are established between the Supplier and the Customer.
5. Any amendment to the concluded Contract, e.g. to the assignment or specification by the Customer, must be communicated by the Customer to the Supplier in writing (by e-mail) and must be expressly (in writing and/or by e-mail) approved by the Supplier.

II. Price and Payment Terms

1. The Customer is obliged to pay to the Supplier the price specified in the confirmed Order. The price of the Goods is set as Ex works (Incoterms 2020) Náchod, Myslbekova 273, and it applies provided that the Contract is not amended after the conclusion thereof, e.g. the Customer does not change the assignment or specification. The costs of transport or non-standard packaging of the Goods may be added to the price according to the particular situation and assignment in the Order. The Customer is informed about the method of transport and the costs of transport in the Quotation.
2. For technological reasons, the Goods can be produced and delivered in the quantity of + - 1% of the ordered quantity of the Goods. If the quantity of the Goods delivered is maximum 1% less than the quantity ordered, the agreed unit price shall not be decreased and the Customer agrees with receiving a smaller quantity of the Goods.
3. The basis for payment of the price of the Goods is an invoice issued by the Supplier and sent to the Customer to the address of its registered office specified in the Commercial Register or Trade Register, or to another address specified by the Customer itself, or for the attention of a contact person, or by e-mail. The Supplier shall be entitled to invoice the price on the day the Goods are delivered to the Customer. If the Customer fails to take over the Goods within 15 days of the agreed date of the Goods delivery, the last day of this period shall be considered the day of the Goods delivery. Unless agreed otherwise in the Contract, the invoice shall be payable within 30 days of the Goods delivery date.
4. By concluding the Contract with the Supplier, the Customer gives its consent to sending of tax documents (invoices) in electronic form, by e-mail within the meaning of Section 26 (3) of the Act No. 235/2004 Coll., on Value Added Tax, unless expressly stated otherwise in the Contract.
5. If the Customer fails to pay the invoice in due time, the Supplier shall be entitled to charge a contractual penalty amounting to 0.05% per day from the 1st day of the delay until the day of actual payment. If the Goods have not been handed over yet, the Supplier shall be entitled to retain the Goods until the outstanding amount has been paid. In addition, the Supplier needn't start performing other printing work until the entire outstanding amount has been paid.
6. The Customer is not allowed to unilaterally set off the receivable against a receivable of the Supplier arising out of this Contract.
7. If the Goods are delivered on EURO pallets, the pallets are delivered on the basis of the pallet rotation system. If this is not possible, the price of the delivered pallets shall then be charged to the Customer, which the Customer agrees with by entering into the Contract. The Supplier shall be entitled to dispose of all pallets that the Customer provided to the Supplier and that the Customer did not request back within 5 days of providing them to the Supplier.
8. Upon conclusion of the Contract, the Supplier may request from the Customer an advance payment of up to 100% of the price of the Goods.

III. Print Materials

1. The Customer is solely responsible for the quality, suitability and content of the print materials and data supplied to the Supplier in accordance with the Order. The Supplier does not check these documents and data in terms of quality or content and shall not be responsible for any error arising out of those aspects or obliged to warn the Customer about any potential errors. The Customer declares that it is entitled to use the documents submitted to the Supplier in the Order and distribute them if necessary, and it is fully responsible for any possible violation of copyrights or other rights and for any damage caused. On the contrary, the Supplier shall not be liable for any infringement of intellectual property rights due to performance of the Customer's Order. If the Customer's declarations referred to in this paragraph prove to be untrue, the Customer shall be obliged to compensate the Supplier for any resulting damage including any financial penalties imposed on the Supplier by supervisory authorities.
2. If the print materials and data are not submitted as required by the Supplier, certain deviations of the subsequently delivered Goods may occur, for which the Supplier shall not be liable – the risk shall be borne by the Customer, and the Customer hereby gives its consent to this. Similar risk shall be borne by the Customer if the printed matter does not contain fonts that are not a fixed part of the document. The Supplier is entitled to return to the Customer print materials and print data that are illegible, defective, unclear or otherwise impossible to be processed. In such an event, the period of time for delivery of the Goods shall start only upon handover of new faultless documents and data by the Customer.
3. Only proofings produced on a calibrated machine of the Supplier intended for this purpose shall be considered binding colour proofings determining the colours of the Goods. Other proofings shall be considered indicative and cannot be used when complaining about the colour of the Goods.

IV. Course of Production

1. If the Customer fails to attend the production inspection (printing view) or further processing at the agreed time, the Supplier reserves the right to continue production even without the Customer being present.
2. The dimension allowance during bookbinding is +/-1 mm on each side.
3. The Customer is always obliged to deliver for processing of the products a model showing sequencing of consecutive pages, folding and other processing in order to prevent an error. In the event of mutations, it is necessary to have a model for each mutation separately.
4. If the Supplier does printing with bookbinding (V1, V2, V4, V8), the printed matter must contain the so-called 3 mm safety zones. There must be no texts, pagination, logos and other important data in this zone.

V. Delivery

1. The Goods shall be delivered to the registered office of the Supplier unless agreed otherwise in the Contract. Delivery of the Goods shall consist in takeover of the Goods by a carrier,

the Customer or an authorised person of the Customer. If the Customer does not expressly specify in writing no later than 3 business days prior to the Goods handover who shall take over the Goods, the person taking over the Goods shall be considered authorised to do so.

2. The liability for damage to the Goods shall pass onto the Customer at the moment of the Goods delivery.
3. If the Customer fails to ensure takeover of the Goods no later than on the 5th business day following the day of the agreed delivery of the Goods, it shall apply that the Supplier has fulfilled its obligation to deliver the Goods in a timely and proper manner. At this moment, the liability for damage to the Goods shall pass onto the Customer and the Supplier shall store the Goods at the Customer's expense. The Supplier shall be entitled to charge a storage fee in the amount of CZK 10 excl. VAT for each transport pallet or EURO pallet for each day of storage, even a partial one. If the Customer fails to take over all stored Goods within 60 days of the date the Goods were stored, the Customer hereby gives express consent and a power of attorney to the Supplier to sell or dispose of such Goods or any part thereof. The funds obtained from the sale or liquidation shall be set off against the Customer's due liabilities from the Supplier, in particular the storage fee.
4. 5 samples are normally delivered along with the Goods.
5. If the Customer fails to provide the Supplier with print materials, does not approve of the designs or does not provide any necessary cooperation in a timely manner, namely within 3 business days of the Supplier's written request (including by e-mail), and if, for such reason, the production of the Goods for the Customer is discontinued, the Customer shall be obliged to pay to the Supplier a contractual penalty in the amount of CZK 5,000. Payment of the contractual penalty shall be without prejudice to the Supplier's entitlement to compensation for damage. In such an event, the date of performance shall be postponed so that the Supplier is able to include the print of the Customer's Order in the printing plan.
6. Should the Contracting Parties agree to reduce or cancel the Order, the Customer shall pay to the Supplier all charged costs incurred by the Supplier for that reason. If the Contracting Parties conclude a written agreement for a change to the Goods comparing to the originally agreed terms, the delivery period shall be prolonged by the period of time required by the agreed changes unless determined otherwise in writing.
7. If the Customer fails to pay any liability to the Supplier in due time, the Supplier shall not be obliged to start processing the Goods or is allowed to discontinue work, and shall not be considered late with delivery of the Goods. The Supplier can commence work on a partial delivery only after all outstanding amounts have been paid.
8. The Customer shall acquire the ownership title to the Goods only upon full payment of the price according to the issued invoice. If the Customer fails to pay for the Goods, the Goods shall remain the property of the Supplier.
9. A written filing demonstrably sent by one Contracting Party to the address of the other Contracting Party's registered office or to another address expressly indicated by the other Contracting Party, shall be deemed delivered on the 5th day after being posted even if the other Contracting Party fails to accept the filing for any reason.

VI. Rights Based on Defective Performance

1. The Customer is obliged to check the condition of the delivered Goods immediately after the Goods delivery (in particular, the integrity of the consignment, the delivered quantity, etc.). The Customer shall be entitled to refuse to take over the consignment where it is in breach of the concluded Contract, especially where it is incomplete or damaged.
2. The Supplier shall be held liable for defects that the Goods show at the moment of the delivery thereof. The Supplier shall be held liable for defects occurring later only if they were caused by a breach of the Supplier's obligations.
3. The Supplier shall not be held liable for defects caused solely by deficiencies in the documents, data, materials and information provided to the Supplier by the Customer which the Supplier could not detect even with due care.
4. In addition, the Supplier shall not be held liable for defects caused by the Customer or by a third party that is not in a contractual relationship with the Supplier (especially the carrier) or that resulted from an event of force majeure. Furthermore, the Supplier shall not be held liable for defects occurring as a result of or caused by improper handling of the Goods, mechanical damage or intentional damage, normal wear and tear, or a natural disaster (e.g. fire, water distribution accident, etc.).
5. Minor deviations in colour, minor unevenness of paper, minor errors in processing of print data, and other deviations caused by limits of the polygraphy possibilities, as well as deviations in the quantity as defined in these GBTC shall not be considered defective performance.
6. The Customer shall demonstrate defective performance to the Supplier in at least 5% of the total quantity of the delivered Goods showing the same defect.
7. The Customer shall claim rights based on defective performance with the Supplier at the address of its registered office: Myslbekova 273, Staré Město nad Metují, 547 01 Náchod.
8. A complaint, including the removal of defects, shall be handled by the Supplier within a reasonable period of at least 30 days unless the Supplier and the Customer agree on a different period of time. When handling a complaint, the Customer is obliged to provide the Supplier with necessary cooperation.
9. If the Customer fails to report a defect without undue delay after being able to identify it during a timely inspection and with sufficient care, its rights arising out defective performance shall expire. Where a hidden defect is concerned, the same shall apply if the defect is not reported without undue delay after the Customer could have identified it with sufficient care, but no later than within two years of the item handover.
10. Rights arising out of defective performance that could have been identified upon the Goods delivery shall be claimed by the customer with the Supplier within 4 business days of the

Goods delivery. If the Customer fails to fulfil this obligation, its rights arising out of defective performance shall expire.

11. The Supplier shall be held liable to the Customer for defects in the Goods and for potential damage caused to the Customer during and in connection with the Contract performance only up to the amount of the performance paid by the Customer for the Goods including VAT. The Customer understands and acknowledges that the Supplier would have not entered into the Contract with the Contractor and would not be interested in the performance thereof without this provision.
12. The Customer shall not be entitled to any rights arising out defective performance if it knew before taking over the Goods that the Goods were defective or if the defect was caused by the Customer.
13. Where defective performance constitutes a **material breach of the Contract**, the Customer shall have the following rights:
 - A right to removal of the defect by delivering a new flawless item or by delivering the missing item;
 - A right to removal of the defect by repairing the item;
 - A right to a reasonable discount on the price of the Goods; or
 - A right to withdraw from the Contract.
14. Where defective performance constitutes an **immaterial breach of the Contract**, the Customer shall have the following rights:
 - A right to removal of the defect;
 - A right to a reasonable discount on the price of the Goods.

If the Supplier fails to remove a defect in an item in due time or if the Supplier refuses to remove the defect, the Customer may require a discount on the price of the Goods or withdraw from the Contract. The Customer shall not be allowed to change its choice without the Supplier's consent.

15. If the Customer is an Entrepreneur, its rights and obligations arising out of defective performance not further regulated by these GBTC shall be governed by the applicable provisions of the Act No. 89/2012 Coll., Civil Code.
16. If the Customer is a Consumer, its rights and obligations arising out of defective performance not further regulated by these GBTC shall be governed by the applicable provisions of the Act No. 89/2012 Coll., Civil Code, and by the Act No. 634/1992 Coll., on consumer protection.

VII. Personal Data Protection

1. Handling of the Customer's personal data shall be governed by the 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 (hereinafter referred to as "GDPR"), and by related regulations applicable in the territory of the Czech Republic.

2. By placing its Order, the Customer gives to the Supplier acting as the controller of personal data a legal title to the processing of the following personal data: name and surname, address of residence, company ID number, tax registration number, e-mail address, telephone number (hereinafter collectively referred to as “**Personal Data**”) pursuant to Article 6 (1) (b) of the GDPR. If the Customer gives to the Supplier its explicit consent to the sending of information and commercial communications, the Supplier shall also process its Personal Data on the basis of such consent. This Customer’s consent to the sending of commercial communications does not constitute a conditions that would, on its own, make it impossible to conclude a purchase contract, and such Customer’s consent can be cancelled at any time.
3. The Supplier may appoint a third party as a processor to process personal data provided by the Customer. These mainly concern carriers of goods or persons processing the Supplier’s books.
4. More detailed information on the processing and protection of personal data is available to the **[Customer in the Personal Data Processing Principles](#)**.

VIII. Other Provisions

1. Unless the Contracting Parties agree otherwise, the Supplier shall be entitled to refer to the implemented contract during the performance of its business activities without specifying the agreed price.
2. The Parties shall not be held liable for any delay in performance or for a failure to perform the obligations under this Contract or for any damage if such delay in performance or failure to perform the obligations were caused by force majeure. Force majeure includes, in particular: heavy snowstorms or other storms, floods and other natural disasters, impassable roads, long-term interruption of power supply, equipment failure, epidemic, terrorist acts or threats thereof, civil riots, decisions by administrative authorities, or other similar circumstances at the subcontractor.
3. Both Contracting Parties undertake to make efforts to solve any disputes arising out of the Contract or related to the Contract in an amicable manner. Any disputes arising in connection with the Contract shall be finally decided by the competent courts of the Czech Republic. If the Customer is an Entrepreneur, the Contracting Parties hereby establish the jurisdiction of the court according to the place of the registered office of the Supplier, i.e. the District Court in Náchod, or the Regional Court in Hradec Králové, for any disputes arising in connection with the Contract.

IX. Special Provisions on Consumer Protection

1. The Consumer shall be entitled to claim its right arising out of a defect occurring in consumer goods within twenty-four months of the goods takeover. If the defect demonstrates itself within six months of the takeover, it shall apply that the item was defective during its takeover already.
2. The Supplier shall be obliged to decide on the complaint immediately, or within 3 business days in complicated cases. This deadline does not include a sufficient period of time based

on the type of product or service needed for professional assessment of the defect. A complaint, including the defect removal, shall be processed without undue delay; however, no later than within 30 calendar days of filing the complaint unless the Supplier and the Consumer agree upon a longer period of time. After the expiry of this period, the Consumer shall have the same rights as if a material breach of the Contract was concerned.

3. The Supplier shall issue to the Consumer a written confirmation on when the Consumer claimed the right, what is the subject of the complaint and the manner of the complaint handling required by the Consumer; the Supplier shall further issue a confirmation of the date and manner of the complaint handling, including confirmation of the repair completion and its duration, or a written refusal of the complaint, as the case may be.
4. The Supplier expressly notifies the Customer who is a Consumer that the delivery of the Goods by the Supplier is always a **delivery of custom-made Goods**, i.e. delivery of Goods which have been modified according to the Consumer's request and specifically for the Consumer, and therefore, within the meaning of Section 1837(d) of the Act No. 89/2012 Coll., Civil Code, the Consumer is not entitled to withdraw from the Contract within 14 days of the Goods takeover without stating a reason, even if the Contract with the Supplier is concluded using means of remote communication (e.g. Internet, telephone).
5. In the event of a dispute arising out of a **purchase contract** or a **service contract** concluded by and between the Consumer and the Supplier which cannot be resolved by mutual agreement, the Consumer may also opt for out-of-court settlement of the dispute. In such an event, the Consumer may contact the entity for out-of-court settlement of disputes, specifically the [Czech Trade Inspection Authority](#), having its registered office at Štěpánská 567/15, 120 00 Praha 2, website: www.coi.cz, and proceed according to the rules specified on this website. For more information on the out-of-court resolution of disputes, its initiation and course, go to the website of the [Czech Trade Inspection Authority](#). The Consumer may also use the online dispute settlement platform established by the European Commission on <http://ec.europa.eu/consumers/odr/>.
6. Article II (6), Article VI (7) and (10) of the GBTC and the provision of the GBTC on the contractual penalty shall not apply to the contractual relationships with Consumers.

X. Final Provisions

1. These GBTC come into force and effect on the day they are signed by the Customer or on the day the Customer gives its consent to the GBTC upon the Contract conclusion by sending its Order placed by the Customer on the basis of a previously received Quotation prepared by the Supplier. These GBTC are available on the Supplier's website www.integraf.cz, and by placing its Order, the Customer confirms having been informed of these GBTC in a sufficient manner prior to placing its Order, having been familiarized with these GBTC and agreeing with them.
2. These GBTC or the Contract may only be amended in the form of a written amendment to the Contract.

3. If any provision of the GBTC or of the Contract is declared invalid, the other provisions shall remain valid if they can be separated. The Contracting Parties undertake to replace the provision in question with a valid provision of similar content.
4. These GBTC, the Contract and the rights and obligations arising out of them shall be governed by the Czech legislation, i.e. especially by the Act No. 89/2012 Coll., Civil Code, as amended.

Given in Náchod, this day of 31 March 2021