

General Terms and Conditions – GTC (Payment and Delivery Terms) of Walstead Moraviapress s.r.o.

valid from February 1, 2023

1. Scope of validity

The current version of our General Terms and Conditions (hereinafter referred to as „GTC“) is available on the website www.walstead-moraviapress.com. Deliveries, performances and offers of Walstead Moraviapress s.r.o. (hereinafter referred to as the „Supplier“) are made exclusively on the basis of these General Terms and Conditions. For this reason, the GTC shall also apply to all future business, even without the parties having expressly and repeatedly agreed to them. Deviations from these General Terms and Conditions are only effective if the Supplier confirms them in writing.

2. Offer

Unless otherwise agreed in writing, the offer shall be submitted in Czech Crowns (CZK) and/or in any other currency specified in the offer and shall be exclusive of applicable statutory value added taxes and levies, unless specified otherwise in the offer. The offer shall be non-binding and, unless specified otherwise, shall be valid for 14 days from the time of its submission. It shall only become binding when the Contract is concluded in writing.

The V1¹ binding print jobs are usually completed with security gluing (two inner double sheets of the book block).² The use of security gluing is a manufacturing practice that enhances the quality and safety of the product, and it is at the sole discretion of the Supplier whether or not to use this feature, particularly in relation to the product layout. If the Supplier is expressly supposed not to use security gluing or, on the other hand, is expressly supposed to do so, the Client must specify this in the order specifications, otherwise it is at the Supplier's discretion whether or not to use the security gluing.

3. Conclusion of the Contract

The Contract is concluded:

- by delivering a written acknowledgement of the performance of the order by the Supplier, or
- by the signing of the Contract by all parties to the Contract; or
- by delivering a written confirmation of the schedule of the Contract by the Supplier.

Any additions to or changes of the Contract, including the Client's instructions for the performance of the Contract, shall not become valid and effective until the Contract has been concluded.

The Supplier may cancel any part of the total order to be delivered yet if he gives 14 days' notice to the Client.

4. Price increase

An increase in production and/or delivery costs of at least 5% due to an increase in the cost of materials (e.g., paper, printing inks, bookbinding materials, etc.), energy, wages, transport, exchange rates, taxes, etc., after the price of the order has been determined (also after the conclusion of the Contract) but before the invoicing of the delivery, shall entitle the Supplier to invoice the Client for any price increase.

5. Changes to the order

If the Client makes significant changes to the scope, quantity or type of paper before the start of printing, this shall be considered and treated as a new order - the cancellation conditions shall not apply to the cancelled order if a new order is placed, provided that it is an order with comparable quantity and parameters; however, the Supplier shall be entitled to charge the Client for the costs already incurred due to the cancelled order, for example for the purchase of materials that cannot be used for the new order. If the Client requests changes to be made before the start of printing, he will be charged additional costs. In the event that the new order cannot be fulfilled (capacity, paper order...) and the Client does not request the fulfilment of the original order, cancellation conditions will be applied.

6. Cancellation conditions

If the Client cancels the order or only part of it more than 6 weeks before the start of printing, the Supplier shall be entitled to demand from the Client a cancellation fee of 10% of the value of the cancelled production as well as the costs that have already been incurred for the completion of the order (paper, etc.).

For a (partial) cancellation or cancellations within 6 weeks before the start of printing, the Supplier is entitled to demand a compensation from the Client in the amount of 60% of the value of the cancelled production as well as the costs that have already been incurred for the completion of the job. Furthermore, the Supplier shall be entitled to charge the Client for the costs of the production downtime incurred in connection with the Supplier's change of production schedule as a result of the partial or total cancellation. In the event of a partial or complete cancellation one week or less before the start of printing, the Supplier is entitled to demand from the Client a compensation of 100% of the value of the cancelled production and the costs already incurred for the completion of the job. Furthermore, the Supplier shall be entitled to charge the Client for the cost of the production downtime incurred in connection with the Supplier's change of the production schedule as a result of the partial or total cancellation.

The compensation for and the costs of the production downtime shall be payable within 14 days of their application (delivering a written demand for payment to the Client). The Supplier shall send the written demand for payment of the compensation for or costs of the production downtime by e-mail in pdf format to the Client's designated e-mail address or by registered mail to the address provided by the Client in the course of business and/or registered in the relevant public register of entrepreneurs.

Compensation means a lump sum compensation for cancelling the Contract by the Client, paid as damages resulting from the Client's failure to perform the Contract, without a direct connection to any service provided for consideration.

7. Tests and designs

Unless otherwise agreed, the costs of tests and designs shall be paid by the Client to the Supplier even if the Contract has not been performed.

8. Copyright

The Client shall be solely responsible for checking the copyright in the reproduction, processing, modification or other use of all print materials in accordance with his order. The Client shall compensate the Supplier for any third parties' claims arising from infringement of copyright, neighboring rights, other industrial property rights or personality rights. The Client shall be solely responsible for the content (image and text) of the commissioned print work.

9. Provision of data

The current guidelines for data creation and submission are published on the Supplier's website www.walstead-moraviapress.com. In order to release the work for printing, the Supplier shall send a proof pdf-file or InSite to the Client for his approval. The Supplier may allow a reasonable period of time for the approval, after which the design shall be deemed approved. Binding proofs supplied by the Client shall not be checked by the Supplier with regard to their content. Extra costs (e.g. replaced pages) will be charged according to their cost. All liability of the Supplier for errors caused by incomplete data provided is excluded. This also applies if the technical data of the order is incomplete or incorrect. If the Client does not provide any binding proof or another proof copy and does not order one from the Supplier, the Supplier shall not be liable for the correctness and proper execution of the printing.

10. Provision of address data

The current applicable guidelines for the provision and processing of the address data are published on the Supplier's website www.walstead-moraviapress.com. The address data must be provided in accordance with the data protection requirements.

11. Products provided/supplied

Our guidelines for the supply of provided products can be found at www.walstead-moraviapress.com.

12. Material provided/supplied

The material provided by the Client shall be supplied to the Supplier free of charge. The Supplier will only acknowledge the receipt of the material supplied, but not the quantity or quality stated in the delivery documents. In the event of the delivery of the wrong type of paper, the Supplier shall be entitled to refuse to take possession of the delivery, stating his reasons. The Supplier shall not be obliged to check the materials provided by or on behalf of the Client and shall not be obliged to give him any notice.

13. Intermediate products/sub-products

The intermediate products/sub-products and other products (e.g., foils, plates, and stamps) remain the property of the Supplier. They shall not be handed over for use.

14. Storage of order documents, print products, print documents and printing aids

The Supplier shall not be liable for a third-party's data, data media and other items that are not collected by the Client after completion of the order. The Supplier shall not be obliged to store printed matter, print documents, data and data media, printing plates and equipment, papers, etc., unless a special agreement to this effect has been concluded with the Client - in such a case, the costs and risks of storage shall be borne by the Client. Storage costs shall be calculated and charged for the period of three months in arrears. The Supplier shall only be liable for damage and loss in the case of intent or gross negligence.

15. Reference samples/references

The Supplier is entitled to produce reference samples for orders and present them to potential Clients. The Supplier is also entitled to mention the Client as a reference unless the Client expressly objects to that.

16. Imprint

The Client shall provide the Supplier with all the information necessary for the creation of the imprint in accordance with Section 8 of Act No. 46/2000 Sb., the Press Act. The Supplier may only start production when he has all the information.

17. Delivery period and delivery dates

Unless otherwise specified in the order confirmation, the Contract or the confirmed schedule, the delivery period shall commence when the Supplier has all the working documents and information necessary for the execution of the order and the Client has made all due payments (e.g., advances or additional payments from the previous orders), but not earlier than on the date of the order confirmation; it shall end on the date on which the goods leave the Supplier's premises or are ready for collection in accordance with the Contract.

Fixed delivery dates must be expressly agreed in writing; other agreed delivery dates are only approximate. In the event of a delay in the delivery of the documents, the Client must allow the Supplier a reasonable additional period of time. The Supplier shall not be liable for any overrun of the delivery time if this is caused by a breach of the obligation to cooperate on the part of the Client or by changes to the order requested by the Client. The agreed delivery dates can only be met if all relevant documents (print data, address data, etc.) are delivered in time.

18. Overrun or default in delivery

The Client is obliged to accept an overrun or default of up to 5% of the ordered print run (up to 10% in the case of particularly demanding prints). The invoicing is done at the agreed unit price.

19. Delivery of goods, default in taking possession of goods

In accordance with the Contract, the Client is obliged to take possession of the goods ready for collection without any delay. The delivery and handover of the goods, including the transfer of the risk of damage to the goods, shall take place under the terms of EXW Incoterms 2020. If the parties agree on other terms of delivery, then the Client is obliged to take possession of the delivered goods without any delay. The Client shall acknowledge the receipt of the goods by signing the relevant documents. If he fails to comply with this obligation, the delivery shall be deemed to have occurred on the date on which the acceptance was supposed to take place in accordance with the agreed conditions. The risk of accidental destruction shall thereby pass to the Client. In the event of default in acceptance or in the event of impossibility of delivery due to force majeure, the Supplier shall be entitled to store the goods himself or with a carrier at the expense and risk of the Client.

20. Packaging

With the exception of Euro pallets, packaging is charged and is non-refundable. Euro pallets made available by the Supplier must be returned by exchange (unless they are charged separately).

21. Packaging material and waste

The usual waste generated during trimming, punching, start-up/set-up and during the printing process (the so-called start-up and running waste) and other waste become the property of the Supplier after the processing.

22. Insurance

The insurance of a damage arisen during the transport of the goods shall be arranged only at an express request of the Client and at the Client's expense.

23. Payment terms

Unless otherwise agreed in writing, the Client undertakes to pay the invoices issued within 14 days of their dispatch at the latest. The Supplier shall send invoices by e-mail in pdf format to the Client's designated e-mail address or by registered mail to the address provided by the Client in the course of business and/or entered in the relevant public register of entrepreneurs. The

offsetting of the Client's claims against each other is excluded if these claims have not been recognized by a court of law or have not been expressly recognized by the Supplier. In the case of larger contracts, partial invoices will be issued and partial payments will be requested according to the work performed. Unless otherwise agreed, the billing for newspapers and magazines shall take place on a per issue basis.

If a discount has been agreed upon, its assertion is permissible only if the client has fulfilled all his obligations under the Contract and has duly and timely paid for the services, otherwise he loses the right to the discount and is obliged to pay the full price without any discount.

In the case of bank transfers, the date of payment shall be deemed to be the date on which the payment is credited to the Supplier's bank account. Payments by bill of exchange or cheque are not accepted.

In the event of a late payment, the Supplier is entitled to charge an interest on the late payment at the rate of 2% per month on the amount due. In the event of default, the Supplier may instruct a debt collection agency to collect the outstanding debts, or a law firm, and to forward the Client's details to them for this purpose. In that case, the Client undertakes to pay the full costs of the collection agency or the law firm.

If, during the duration of the Contractual relationship, the Client's economic conditions, creditworthiness or credit rating deteriorate, or if the Client defaults on the payment due, or if other circumstances are known that call into question the Client's ability to pay or jeopardize the Client's payment, the Supplier shall be entitled to demand payments in advance and to withhold the goods not yet delivered and to refuse performance, to shorten the due time for payment, to require the payment of the existing receivables, or to withdraw from the completing of the order. If insolvency proceedings are initiated against the Client, the Supplier shall be entitled to demand the completion of the orders and the delivery of goods conditional on payment in advance.

Acknowledged complaints shall not entitle the Client to non-payment of the full amount of the invoice, but only to a credit note or a credit towards the payment of the next order.

24. Accounting

The Supplier shall invoice for supplies and services within a reasonable time after they have been delivered (even partially), prepared for the Client or stored. In the case of partial deliveries, the Supplier shall also be entitled to invoice a pro rata part. In the event of an interruption of the order caused by the Client lasting more than 2 weeks, an interim invoice shall be issued. The Supplier shall be entitled to outsource the orders to other companies in the Supplier's group of companies, including companies established in other jurisdictions, in which case the invoicing may be made by the company executing the contract in accordance with the tax rules applicable to that company. A contract executed by a company from the Supplier's group of companies shall be governed by these GTC.

25. Deliveries

Deliveries and dispatches shall be made from the Supplier's premises at the Client's expense and risk. Different provisions (Incoterms) shall only apply if they are contractually agreed or otherwise agreed in writing. The risk passes to the Client as soon as the goods are handed over to the person carrying out the transport or leave the Supplier's warehouse for transport. If the dispatch is delayed at the Client's request or for a reason within the Client's sphere of influence, the risk shall pass to the Client when the goods are ready for dispatch.

26. Delivery/transfer of risk

Deliveries shall be made from the Supplier's plant at the Client's expense and risk. The transfer of risk shall take place at the time of handover of the goods to the person/company carrying out the transport.

If the Client requests storage or later delivery than originally agreed, the Supplier shall no longer be liable for any accidental destruction and damage to the goods caused by negligence.

If the Supplier stores the paper at the Client's request, the Supplier shall not be liable for any accidental destruction or damage to the stored paper caused by negligence.

27. Right of ownership

The work aids and sub-products, in particular the stamps, data media, printing plates and similar printing devices, as well as the processed data used by the Supplier for the production of the subject matter of the Contract, shall remain the property of the Supplier and shall not be handed over or released for use, even if the Client has paid for their production.

28. Retention of title

The delivered goods remain the property of the Supplier until the full payment of the agreed price. Receivables arising from the resale of the goods to which the Supplier retains title shall be deemed to have been assigned to the Supplier as a security for the Supplier's claim.

29. Right to retention

The Supplier is entitled to withhold, in accordance with Sections 1395 et seq. of Act 89/2012 Sb., Civil Code, templates, data media, materials and other items provided by the Client until all the outstanding claims arising from the business relationship have been settled in full.

30. Complaints/liability for defects

Complaints about obvious defects shall only be admissible immediately after the receipt of the goods by a registered letter or e-mail which shall be acknowledged by the Supplier. Concealed defects must be complained about with the Supplier immediately after their discovery, but at the latest within one month after the goods have left the Supplier's premises or its sphere of influence. The right arising from the guarantee must be asserted in court, other cases being barred by limitation, within six months of the date of dispatch of the goods. Defects in part of the delivery may not give rise to a claim for the entire delivery. The Supplier shall be entitled to settle the complaint either by additional repair or by providing a replacement, the choice of method being up to him. The same shall apply in the case of a justified complaint about an additional repair or replacement. If a timely additional repair or replacement cannot be made, the Client may, in accordance with the statutory provisions, withdraw from the Contract or demand a reduction in the purchase price. Variations in the properties of the paper or other material purchased by the Supplier cannot be complained about if these are declared permissible in the delivery conditions of the respective paper manufacturer (they can be provided to the Client at his request).

In the case of color reproductions, minor deviations from the color of the original do not constitute a defect. The same applies to minor deviations between the proof and the print of the order, especially if there is a difference between the paper of the proof and the print of the order, as well as a difference between the final product and the test print that was submitted to the Client for the approval of the work for printing or the master supplied by the Client (e.g., computer printing, digital printout). The Process Standard (PSO) ISO 12647/2 for offset processes shall apply concerning the color setting, covering ink density and tolerances set by the press manufacturers as well as printing, cutting, creasing, perforating, refining and folding tolerances (this can be found on the Supplier's website www.walstead-moraviapress.com).

The Supplier shall only be liable for deviations in the properties of the used material to the extent of his own claims against his respective suppliers. In the case of paper, cardboard and other materials, the tolerances that apply are those specified in the suppliers' delivery conditions. In the case of partial deliveries, only a partial delivery can be complained about. In accordance with the paper industry practice, all types of paper and cartons in puncto grammage may be delivered up to 5% heavier or lighter than ordered. In no event shall the Supplier be liable for the damage caused by improper storage of the products by the Client. Liability for any damage to property arising as a result of a defect in the product (consequential damage resulting from a defect in the purchased item) is excluded, unless the Supplier has acted in gross negligence.

31. Limitation of liability

Claims for damages by the Client are excluded unless the damage was caused by intentional or grossly negligent conduct of the Supplier. Claims for damages by the Client shall be limited to the damage foreseeable by the Supplier, provided that they cannot exceed the net value of the Contract (the actual performance excluding the performance provided by third parties and the material). Compensation for a loss of profit and consequential damage cannot be claimed.

Claims for damages must be brought before a court within six months from the time when the Client became aware of the damage and within three years of the delivery or provision of the service at the latest, otherwise they are statute-barred. The burden of proof of the fault and the degree of the fault on the part of the Supplier shall be borne by the Client.

32. Production disruptions and interruptions

Disturbances and interruptions in the Supplier's production and other circumstances making it objectively impossible for the Supplier to fulfil the Contract, i.e., force majeure circumstances such as war, energy shortages, sabotage, strikes and lockouts, natural disasters, epidemics, loss of employees by more than 10%, official interventions, etc., or results of other unforeseeable, extraordinary and unavoidable circumstances, such as difficulties in procuring materials, breakdown of machinery, lack of means of transport, etc., justify the Supplier's failure to meet the agreed delivery dates and prices. An overrun of the delivery time occurring in this way does not entitle the Client to withdraw from the Contract or to hold the Supplier liable for the damage caused. Should the Supplier be permanently prevented from providing the performance by force majeure, the Supplier shall inform the Client of this fact without any delay and each of the parties shall be entitled to terminate the Contract without any liability to the other party. Claims for damages by the Client are excluded in the event of force majeure. The Supplier is obliged to inform the Client immediately of the fact that the above-mentioned force majeure circumstances have occurred.

33. Delivery of goods to EU countries

With regard to Council Directive 2006/112/EC of November 11, 2006 on the common system of value added tax and pursuant to Article 1, Paragraphs 1 and 3 of Council Implementing Regulation (EU) 2018/1912 of December 4, 2018, i.e., pursuant to Article 45a of Implementing Regulation (EU) 282/2011 laying down implementing measures for Directive 2006/112/EC on the common system of value added tax, as in force from January 1, 2020, the Client undertakes to forward to the Supplier without undue delay, but no later than on the 10th day of the month following the month in which the goods were supplied (for example by sending an e-mail to the address zakazky.faktury@walstead-moraviapress.com), his declaration that the goods have been dispatched or transported to another Member State, together with two documents proving his dispatching or transporting the goods to another Member State; these must be either two transport documents issued by two different parties independent of each other and independent of the Supplier and the Client (e.g., a signed CMR, a bill of lading, an invoice from the carrier of the goods, an invoice for air freight) or one transport document and one other document, these being issued by two different parties independent of each other and independent of the Supplier and the Client (e.g., a bank document confirming the payment for the transport, a warehouse services provider's certificate in the State of destination, an insurance policy covering the transport of the goods).

34. Deviating provisions

Deviations from these delivery and payment terms shall only become valid after being confirmed in writing by the Supplier. These delivery and payment terms shall remain binding even if only parts of them were invalid for any reason. The Client's general terms and conditions which differ from these General Terms and conditions shall not be binding on the Supplier; they shall not be binding even if the Client refers to them and the Supplier does not expressly deny them in a particular case; the Client's general terms and conditions shall only be binding on the Supplier if the Supplier expressly confirms them.

35. Assignment of claims

The Client hereby agrees that the Supplier's claims against the Client arising from the Contract may be assigned to another person. The Client acknowledges that the Supplier may enter into an agreement with another person about the assignment of all or more receivables (by a factoring contract or a similar agreement) and such an agreement shall also apply to the receivables arising from the Contract.

36. Governing law, place of performance, arbitration agreement

Czech law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded. The place of performance for delivery and payment is the Supplier's registered office. All disputes arising out of or in connection with this Contract shall be finally settled by the Court of Arbitration of the Czech Chamber of Commerce and the Czech Chamber of Agriculture in accordance with its rules by a single arbitrator appointed by the President of the Court of Arbitration.

37. Other provisions

In the event that individual provisions of the GTC are ineffective or invalid, the other provisions of the GTC shall not be affected. The ineffective or invalid provision is to be replaced by an effective and enforceable regulation whose effects most closely resemble the objective pursued by the ineffective or invalid provision. The preceding provision shall apply mutatis mutandis in the event that the GTC prove to be incomplete.

These GTC have been drawn up in the Czech, German and English language versions. In view of the fact that the legal relationship between the Supplier and the Client is governed by Czech law, the Czech version shall prevail.

38. Written clause

All amendments to these GTC must be made in writing to be valid. Oral agreements, e.g., among the Supplier's employees, shall not have legal effect unless being confirmed in writing by the Supplier.

¹ V1 = paperback | ² Safety gluing = gluing at the spine when folding