



General terms and conditions

I. Introductory provisions, definitions

1. **General business conditions** of Cognia press, a.s., with registered office at Havlíčkova 844, 280 02 Kolín 4, ID: 26186292, registered in the commercial register maintained by the Municipal Court in Prague, file. stamp: B 6634 (hereinafter referred to as the "**Supplier**") become an integral part of the purchase contract or binding order between the Supplier on the one hand and the Buyer on the other hand (hereinafter referred to as the "GTC").

2. According to the General Terms and Conditions, the **Buyer** is a natural person in the position of a consumer or a natural person or legal entity running a business.

3. A **Consumer** is any person who, outside the scope of his business activity or outside the scope of the independent exercise of his profession, enters into a contract with a **Supplier** or deals with him in any other way.

4. An **Entrepreneur** is a person who independently performs a gainful activity on his own account and on his own responsibility in a trade or similar manner with the intention of doing so consistently in order to achieve profit. For the purposes of consumer protection, any person who concludes contracts related to his own business, production or similar activity or in the independent performance of his profession, or a person who acts on behalf of an Entrepreneur is considered an Entrepreneur. If the Buyer states his identification number in the order, he acknowledges that he is considered an Entrepreneur in the contractual relationship with the Supplier and that the rules stated in the GTC for Entrepreneurs apply to him.

II. Orders, entering into contracts and their fulfillment

1. Mutual relations between the Supplier and the Buyer are governed by purchase, or license agreement, while the contractual relationship based on the order confirmed by the Supplier is also considered binding. Confirmation of the content of the contract concluded in a form other than in writing, which shows deviations from the actually agreed content of the contract, has no legal effects.

2. When establishing a new contractual relationship, the Buyer - the entrepreneur is obliged to provide the Supplier with all his identification documents, i.e., in particular copies of the extract from the commercial register, or the trade certificate, and the ID number registration certificate.



3. The Buyer will also deliver, for the realization of his request (order), all the documents specified by the Supplier necessary for the realization of the product and provide him with the necessary cooperation in connection with the specification of all parameters of the delivered product (production documents, art work approvals, samples, delivery conditions, etc.).

4. If the Buyer does not provide the Supplier with the necessary documents or cooperation in the preparatory period, the Supplier reserves the right to suspend the start of production of the product until these conditions are met and to extend the agreed performance period by the period of delay.

5. The Supplier is not responsible for material or content discrepancies in the assignment delivered and approved by the Buyer (order, documents), if the Buyer did not draw attention to them in writing and did not request their removal, or in cases where the Supplier drew the Buyer's attention to the discrepancies and the Buyer nevertheless insisted on their compliance, as well as if the Supplier could not detect this discrepancy. If these influences reduce the quality of the assignment and subsequently the quality of the resulting product, this fact will not be considered a non-conformity (poor performance) by the Supplier.

6. The Supplier is not responsible for any infringement of intellectual property or copyrights committed by the Buyer in the contractual relationship (when ordering the product). In the event that any sanctions are applied to the Supplier as a result of such a breach, the Supplier is entitled to demand compensation from the Buyer for the resulting damage.

7. All parameters of the delivered product are specified in the price offer, or possibly linked with it, in the Author's Proofread submitted before the first realization of the production of the product for approval by the Buyer.

8. The price offer is processed on the basis of the data provided by the Buyer in the request. The minimum requirements for a product request are:

- name of a product
- product shape
- product dimensions
- used material or material characteristics
- quantity in required units
- number of colors
- a graphic template in the agreed format (according to the technical specification of print data, which can be found at <https://www.cologniapress.com/en/downloads/>)
- specification of the product finalisation (windings, parameters of unit packaging, ...)
- method of application
- use (surface specification, ...)
- desired delivery date (day, month, year (or hour))



9. The minimum requirements for the first product order are:

- internal designation (code) of the product by the Buyer, if specified
- product name according to the Supplier's price offer
- product dimensions
- product quantity ordered
- price and number of the Supplier's quotation
- delivery address
- billing address

10. The minimum requirements for a repeated product order are:

- Supplier item reference code (abbreviation - see invoice / delivery note);
the internal marking of the Buyer is also allowed
- name of a product
- quantity
- price and number of the Supplier's quotation
- required delivery date
- delivery address
- billing address

11. The Buyer pays the costs determined by the Supplier related to the preparation of production - especially for printing forms and cutting tools. These remain his property and are stored with the Supplier for possible further use for a period of 12 months from the last production of the product. If the Buyer does not pick them up within 14 months from the last production of the product, the Supplier has the right to dispose of them at his discretion.

12. For some starting materials, semi-finished products for production (hereinafter, non-standard materials), which are not in the Supplier's standard offer, a minimum order quantity is required by their manufacturer. When planning the production of a product from these non-standard materials, the Supplier will inform the Buyer of this fact in advance. If the Buyer confirms such an order, the Buyer is obliged to collect the given minimum quantity of material within the scope of his orders within 3 months of its storage at the Supplier's material warehouse. If this deadline is exceeded, the material will be shipped to the Buyer's address and invoiced in the amount of the purchase price of the material.

13. The realization of the production is always started only on the basis of a contract (order) confirmed by both parties. The initial basis for concluding a contractual relationship (contract / order) between both parties is the price offer sent by the Supplier based on the written request of the Buyer, specifying the requirements for the product. On the basis of the price offer, the Buyer issues an order with the requirements according to Articles 9, 10 and 11 of the General Terms and Conditions. The purchase contract is concluded with the confirmation of the order by the Supplier. The actual realization of the production is started only on the basis of the author's proofreading checked and confirmed by the Buyer.



14. If the contracting parties agree to cancel the contract, the Buyer is obliged to reimburse the Supplier for all demonstrable costs occurred up to that point, up to the amount of the total contractually agreed price.

15. The supplied product will be manufactured and delivered in a quality that corresponds with the possibilities of the relevant production technology and the parameters confirmed in the order.

16. The Supplier is fully responsible for the readability of only those barcodes that, in the supplied graphic data, meet the requirements of the relevant standards (EAN, ISTB) in terms of size and color (including background color).

17. Due to the characteristic possibilities of production technology, the Supplier may deviate from the quantity specified by the Buyer in the delivery, by a maximum of 10% according to the volume of the order from the total one-time delivered quantity of one item. The Buyer is obliged to accept the production batch meeting these criteria and pay the price for the actually delivered quantity.

18. All actions of the Supplier and the Buyer can also be performed in electronic form.

19. Supplier contact address:

Cognia press, a.s., Havlíčkova 844, 280 02 Kolín, Czech Republic

obchod@cogniapress.com, <http://www.cogniapress.com>

III. Purchase price and payment terms

1. The price offer contains a proposal for prices (costs) for the implementation of the Buyer's requirements, including a proposal for payment terms.

2. Unless otherwise suggested by the Supplier's quotation, it is understood that the purchase price is set EXW (not including transport costs).

3. The applicable VAT rate is added to the price of the product, as well as other taxes and customs or other fees valid at the time when the product is dispatched.

4. Payment terms are negotiated individually, based on the proposal in the Supplier's price offer.

5. The Buyer is obliged to pay the Supplier the agreed purchase price under the agreed conditions.



6. The Supplier issues a tax document (original invoice) no earlier than on the date of taxable performance, i.e. the date of dispatch, together with the delivery note. Ordered uncollected goods or goods that cannot be delivered to the Buyer will be ready for personal collection and invoiced after 3 months from production, unless otherwise contractually agreed with the customer.

7. In the event of the Buyer's delay in payment, the Supplier is entitled to charge the Buyer a contractual penalty in the amount of 0.05% of the amount owed for each calendar day of delay that begins after the payment due date.

8. If there is an increase in production costs, e.g. due to an increase in the price of energy, materials, transport costs or changes in exchange rates, the Supplier is entitled to increase the agreed purchase price during the contractual relationship with the Buyer.

IV. Terms of delivery

1. The contract between the Supplier and the Buyer is created by electronic confirmation of the order by the Supplier. The Supplier will hand over the product to the Buyer on the date according to the confirmed order. The risk of damage to the product passes to the Buyer in accordance with the agreed delivery terms.
2. In the event of delay by the Supplier in delivery of the product, the Buyer is entitled to charge the Supplier a contractual penalty in the amount of 0.05% of the price of the product delivered late for each calendar day of delay from the agreed contractual delivery date.
3. Unless otherwise proposed in the Supplier's Price Quotation, standard delivery terms are EXW.

4. If the Buyer arranges for transport by his own carrier, at his own expense, he will indicate this in his order. The actual delivery of the goods takes place by handing them over to this carrier. With this transfer, the risk of damage to the items passes to the Buyer. In this case, the delivery date is considered the date confirmed by the Supplier for the collection of the goods (Supplier's notification to the Buyer).

5. If the Buyer does not state in writing that he will pick up the goods directly at the Supplier's premises, the Supplier is entitled to deliver the ordered product to the Buyer's premises in any suitable way. In this case, the transport is organized by the Supplier.

6. The Supplier will deliver the entire ordered quantity at once. In the case of the Buyer's



request for partial deliveries, the Supplier is entitled to charge him CZK 150/occupied pallet space/month for the remaining quantity of goods after the expiry of the 3-month period.

7. The Buyer is obliged to check the delivered product upon acceptance and, if non-conformity is detected, immediately contact the Supplier and send a written notification of the detected non-conformity in accordance with the Supplier's complaint procedure.

8. If the parties to the contract agree on returning the logistics packaging (pallets, boxes), the Buyer will do so according to the previously agreed conditions.

9. If these packages are not returned according to the stated conditions, the Supplier has the right to charge the Buyer their full price according to the currently valid price list.

10. If the Buyer is more than 10 days in delay with the payment of his obligations to the Supplier, the Supplier is entitled to suspend production and delivery from all ongoing contracts until all obligations by the Buyer to the Supplier are paid. By crediting the last owed amount to the Supplier's account, the agreed delivery periods begin to run from the beginning. In these cases, the Supplier is also entitled to demand an advance payment for their implementation - the performance periods then begin to run on the day of payment of the advance invoice by crediting the amount to the Supplier's account.

11. If the Supplier cannot fulfill its obligations directly or indirectly, for reasons beyond its control (such as war, threat of war, insurrection, sabotage, fire, terrorist attack or threat thereof, storm, flood, explosion, natural disasters, governmental regulations or restrictions of the European Union, strike, total or partial destruction of the plant or production line of the Supplier or its subcontractors, Supplier deliveries, change in customs regulations, import and export quotas, export or import ban), and which are capable of preventing him from fulfilling the contract, the Supplier informs the Buyer about this immediately and agrees on the next procedure. The fulfillment period will thereby be extended accordingly. In these cases, neither party is obliged to compensate the other party for resulting damage, including lost profit.

12. If the delivery of the product ordered by the Buyer does not take place within the agreed time period for reasons on the Buyer's side, the Supplier is entitled to either immediately send the goods and invoice in the usual way or, after agreement with the Buyer, keep the goods in his warehouse for an agreed fee. The amount of the fee is set at 150 CZK for each calendar month and one storage position (for example, 1 pallet).

V. Packaging

1. All products supplied by the Supplier are adequately protected by suitable packaging against damage during handling and transportation.



2. The product packaging is unmistakably marked (content identification).

VI. Warranty conditions

1. The delivered products are guaranteed for 6 months from the date of manufacture marked on the packaging or the date on the delivery note. The product printed with metallic colors is guaranteed for 3 months from the date of manufacture.

2. The quality of the supplied products is governed by the rules stated in Article II.

3. Conditions for transportation and storage of the product:

(a) storage in undamaged, original packaging,

(b) relative humidity of the normal environment ($50 \pm 5\%$),

(c) temperature ($22\text{ °C} \pm 2\text{ °C}$),

(d) storage away from direct sunlight, radiant heat,

(e) protection against ground or other moisture, pollution, weather effects and mechanical damage,

(f) substances from which chemical vapors can be released, especially substances containing plasticizers or solvents, etc., should not be stored together with the products.

(g) storing products in reels horizontally,

(h) consuming the oldest stored products first,

(i) repacking partially used products in their original packaging or recommended by the Supplier

4. Recommended conditions for applying self-adhesive materials (unless otherwise specified by the Supplier): Self-adhesive materials are applied to a flat, dry, non-greasy surface free of all impurities, in an environment with the conditions specified in point 3 above.

5. The intended way of using the product and the method of its application must be consulted in advance with the Supplier.



VII. Complaint

Complaints are governed by the Complaints Regulations of Cognia press, a.s. published on <http://www.cogniapress.com> (direct link: <https://www.cogniapress.com/en/downloads/>).

VIII. Change management for orders

Rules for change management for sent and received orders:

- a) Any material changes in the order sent by the Buyer with an impact on the price may be accepted free of charge by the seller only within 24 hours after sending the order, and must be consulted and materially confirmed by the contact person on the seller's side. That is by the sales representative or the customer center. All changes may result in a prolongation of the delivery date and an update of the price.
- b) If the change in the sent order takes longer than in point 1., in the case of acceptance by the seller, this change will automatically be charged with an administrative fee and taking into account all costs incurred so far related to the change of the order on the part of the seller.
- c) Acceptance of the change must be confirmed to the Buyer by a responsible person on the seller's side (sales representative, customer center). The minimum administrative fee for making a change is set at CZK 500. The update of the total price of the order, taking into account the state of development of the order, is determined by the responsible contact person after checking all related circumstances and confirming it with the Buyer. These changes may result in a prolongation of the delivery date.

IX. Cancellation of the order and withdrawal from the contract

The Supplier is entitled to withdraw from the contract at any time before the delivery of the product, if he is objectively unable to deliver the product to the Buyer within a period reasonable for the circumstances due to third-party reasons and/or if it becomes clear that the Buyer has violated a previously concluded contract with the seller.

X. Protection of personal data

The administrator of personal data provided for the purpose of fulfilling the subject of the contract is the Supplier.



Identification and contact details:

Cologne press, a.s.

Havlíčková 844, 280 02 Kolín 4

Phone: +420 321 752 111

e-mail: info@cologniapress.com

contact address: Havlíčkova 844, 280 02 Kolín 4

contact person: Personnel Director

Purpose of processing, scope of personal data and legal basis for processing:

The Buyer acknowledges that for the purpose of concluding the purchase contract, its subsequent fulfillment (processing the order, ensuring the dispatch and delivery of goods) and any resolution of rights from defective performance (complaints), the administrator will process and store in accordance with the regulation of the European Parliament and the Council (EU) 2016/679, general regulation on the protection of personal data (hereinafter referred to as GDPR), his personal data in the following scope: name, surname, address, e-mail and telephone number.

The legal basis for the processing of personal data is in accordance with Article 6 paragraph 1 letter b) GDPR performance of a contract to which the Buyer is a contracting party. In the category of recipients/recipients of personal data, the Administrator undertakes not to provide the Buyer's personal data to entities other than the following processors/administrators:

a) to the contractual carrier for the purpose of delivering the product, while data about the Buyer will be provided in the following scope: name, surname, address, e-mail, telephone number;

b) to the payment card issuer in the case of payment by payment card, for the purpose of a possible TRA (Transaction Risk Analysis) exception, which enables a simpler purchase process, and due to the legitimate interest of the Supplier in processing the transaction, while data may be provided in the following scope: name, surname, e-mail, telephone number, billing address, delivery address.

Storage time for personal data

Personal data will be stored by the administrator for the time necessary to fulfill the contract (order processing, stocking and delivery of goods) and for the warranty period (Article VI of the General Terms and Conditions).



The Buyer acknowledges that according to § 31 of the Accounting Act (No. 593/1991 Coll.), the administrator is obliged to keep accounting documents and accounting records (invoices) for a period of 5 years starting from the end of the accounting period to which they relate. The administrator also has an obligation arising from § 47 of the Act on the Administration of Taxes and Fees (No. 337/1992 Coll.) to keep the invoice for a period of 3 years from the end of the tax period in which the tax liability related to the invoice arose. The invoice contains the following personal data: name, surname and address. The Buyer also acknowledges that, according to § 35 of the Value Added Tax Act (No. 235/2004 Coll.), the administrator is obliged to keep tax documents for a period of 10 years from the end of the tax period in which the transaction took place.

The tax document contains the following personal data: name, surname and address.

Buyer's rights in relation to personal data

The Buyer further acknowledges that according to Articles 15 to 21 of the GDPR, he has the right: a) to access personal data, which consists of the right to obtain confirmation from the Administrator as to whether personal data concerning him are or are not being processed, and if in doing so, he has the right to obtain access to this personal data and to the information defined in Article 15 of the GDPR; b) to correct inaccurate personal data concerning him, further taking into account the purposes of processing, the Buyer has the right to supplement incomplete personal data, including by providing an additional statement according to Article 16 GDPR; c) to erase ("the right to be forgotten"), which consists in the fact that the administrator deletes personal data relating to the Buyer without undue delay as soon as they are no longer needed for the purposes of fulfilling the contract, unless there is another legal reason for their further processing ; d) to limit the processing of personal data in cases defined by Article 18 GDPR; e) on the portability of data according to the terms of Article 20 GDPR; f) object to the processing of personal data according to Article 21 GDPR. Upon request, the administrator will provide the Buyer with information on the measures taken in any case no later than 15 days after receiving the request. The administrator undertakes to provide the Buyer, in the event that he exercises his right to access personal data, free of charge, in addition to the first copy of the processed personal data, also a second copy free of charge, if the Buyer requests it. In case of doubts about the processing of personal data, the Buyer has the right to contact the Office for the Protection of Personal Data, which is the supervisory authority in this area, and file a complaint with it. The Supplier will allow purchases without registration, while the data of unregistered Buyers will be used exclusively to fulfill the subject of the contract, not for marketing or business purposes.

XI. Final provisions

1. When selling all of its products, the Supplier assumes that the Buyer has independently and freely decided on their suitability for the intended use.



2. The Supplier is liable for any damage caused by his activities up to its actual amount, but at most up to the amount of the value of the undelivered or defectively delivered goods which were the subject of the contract.
3. No waiver of rights, claims, any changes or additions to the above conditions are possible and valid unless agreed upon in writing by both sides.
4. The conditions agreed in the purchase contract, an addendum to the purchase contract or a confirmed written order take precedence over these GTC. The rights and obligations between the Supplier and the Buyer are governed by Czech law, in particular Act No. 89/2012 Coll. Civil Code, as amended, and Act No. 121/2000 Coll., on copyright, as amended.
5. Disputes arising from the relationship between the Supplier and the Buyer are resolved by the relevant Czech court.
6. In cases of translation of contracts and these GTC into another language, the interpretation of the Czech version is decisive.
7. These GTC are published and downloadable at <https://www.cologniapress.com/en/downloads/> and become valid and effective on 1.4. 2023.

In Kolín on 1.4. 2023

Ing. Miroslav Galuska
Vice Chairman of the Administrative Board

