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## Terms of cooperation for European Customers

Placing an order at Pro Media Sp. z o.o. means confirmation and acceptance of the following terms.

### 1. Initial conditions

Every Customer is being verified and on that basis receives the pricelist with individual discount and can take part in promotions and special offers provided by our newsletter. Pro Media Sp. z o.o. has the right to use realized orders and its visuals for marketing and technological possibilities presentation. Selected projects will be published in the catalogue, website and on the websites of preferred Resellers in Poland and abroad. Buyer has the right to inform by written form about excluding his orders for this activity by Pro Media Sp. z o.o.

### 2. Pricing Policy

All presented prices are expressed in net values. We reserve the possibility to change them in case of dynamic currency rate changes, custom and shipping fees changes and increase of purchase prices at our suppliers. Above amendments are not obligatory for already accepted orders, earlier provided calculations which keep 14 days termination.

### 3. Order

A new order must be sent by mail to the chosen person in the office or by post to the address of Pro Media Sp. z o.o. Purchase form should include name of product, colour of material, quantity, unit price, additional services (for ex. single box, labellig) and shipping details. Customer must enclose the project in PDF or CDR file, with size, position of imprint and specific colours (for ex. pantones). On demand of reseller Pro Media Sp. z o.o. can match the pantones to the project with following condition. All colours suggested by employee of Pro Media Sp. z o.o. are a reflection of graphic program and might differ slightly from the original colour. This kind of support can not be a matter of potential complain. On the basis of provided documents supplier might prepare a visual proof including precise positioning, colors and size of artwork. Order is passed to production after approval of visual proof. Requesting a real sample is strongly advised if there is any doubt.

### 4. Production

Average lead time of the order is 14 working days. It is counted from the day of approval of the terms of realization, visual proof or prototype. In case of bespoke products, delivery time might be longer and this will be communicated to Reseller as soon as possible. Above 2.000 pcs production time is discussed individually. Changes in the order or resignation is accepted only in written form. In such case we reserve the right to charge the Buyer of emerged costs. We assume the order to be finished if deviation doesn't exceed 5 % of the ordered amount. Any lacks of goods might be a result of damage in transportation to Pro Media Sp. z o.o., quality problems of raw materials, or any other emergency. This is the reason the invoice is prepared for actually produced amount of products.

### 5. Delivery

Ordered goods are picked up by Customer directly at the address of Pro Media Sp. z o.o. or by spedition. Despatch date should be discussed with 1 day in advance. Shipment can be arranged by Pro Media Sp. z o.o. At that case cost of transportation is covered by Reseller including all costs like rejection of the delivery or any delays. Shipment arranged by supplier has always insurance up to real value of the order. Crucial condition to gain compensation is preparation of damage report at the moment of arrival to the receipt.

## 6. Terms of payments

Standard payment policy assumes full payment before despatching the goods outside the country. However, every Customer can buy the goods with delayed payment. To keep that term, we require two orders prepaid. For all future orders Customer receives 14 days payment term (max. Value 5000 EUR).

## 7. Complains

Buyer is obliged to check the goods, especially quantity and quality of the items on the day of delivery. In case of complain purchaser must inform about that fact in a written form within 3 days after reception. Otherwise, such complain will be not an issue. Complain means damaged or incompatible to the order. Pro Media Sp. z o.o. is not responsible for damages in transportation.

Costs of delivery to Pro Media Sp. z o.o. is covered by Buyer. Small color's deviations and little changes in product's sizes can not be a matter of complain. It's related to the different deliveries of porcelain, sort of glaze, limited palette of colours, high firing temperature of the product. Complains will be considered within 7 days after reception of the wrong goods. Acceptance of complain means full responsibility of the supplier referred to the invoiced value. Pro Media Sp. z o.o. is obliged to reproduce missing parts or find any other satisfying solution in the fastest possible time based on actual value of the order.