

These terms of cooperation define the principles of performance of the orders submitted by the contracting parties of "Mart Ceramic Spółka z ograniczoną odpowiedzialnością" (hereinafter referred to as Mart) in regard to the current offer of Mart, with the exclusions resulting from detailed agreements concluded with selected contracting parties. A contracting party is an enterprise which orders goods and services as part of the Mart offer. Submission and performance of the above-mentioned orders shall comply with the conditions listed in these terms of cooperation to which the contracting party agrees. Mart does not conduct sales of goods and services to consumers within the meaning of art. 221 of the Civil Code. The sale of goods and services by Mart takes place exclusively to the benefit of enterprises pursuant to art. 431 of the Civil Code, in line with principles specified in these terms of cooperation. Advertising agencies have access to the individual on-line calculators at www.mart.com.pl. Access to the calculator requires an account to be set up. The prices shown in the individual on-line calculator include discounts granted to advertising agencies. Mart provides free of charge printed catalogues of goods and services and product samples. Contracting parties cover only the transport costs of free of charge catalogues and product samples.

ORDER

An order must be placed by e-mail.

It should include the following information:

1. subject of the order, i.e. specifying the model and colour of the ceramics, quantity ordered, location of the decoration (clearly indicating the location of the decoration, please use specific model template), method of packing and collecting the product, and the intended use of the subject of the order,
2. full details of the ordering party (for the issuance of a VAT invoice),
3. graphic design in the form of a file (format and graphic structure of the file are defined in point 4 below).

If the above-mentioned parameters of the subject of the order are incorrectly or ambiguously specified, Mart shall not be liable for resulting non-conformities in the performance of the subject of the order.

For the first order current CEDIG extract is required (VIES extract for non polish contracting parties).

The minimum order quantity is 50 pieces.

Mart shall be entitled, if the contracting party decides to cancel its order (during the order's performance) to retain the entirety of the advance payment to cover all the costs related to the works initiated (such as costs of decal and graphic design preparation, etc.). If the contracting party did not make an advance payment, Mart shall be entitled to request the contracting party to make a payment of an amount constituting the equivalence of the costs incurred by Mart during the performance of the order. Mart shall be entitled to claim damages for the amounts exceeding the amounts listed above in sentences. The order shall be deemed as completed once the goods are issued to the contracting party or to third parties specified by the contracting party (including carriers and forwarding agents) or once the contracting party is informed by Mart about the possibility of collecting finished goods from Mart's warehouse. An order is deemed as fully completed if the order displays qualitative non-conformity in relation to the ordered quantity up to +/- 2%.

GRAPHIC FILE PREPARATION

The design of the print should be prepared in accordance with the guidelines below:

1. using pdf file "printing area" for specific item, scale 1:1,
2. vectorised (all text should be replaced with curves),
3. in cdr or pdf files,
4. decoration colours should be defined using the Pantone matching system.

If the products are to be decorated with decal, the minimum thickness of the line should be 0.2 mm in the positive and 0.4 mm in the reverse type. The minimum size of the font should be 7 points in the positive and 10 points in the reverse type. To any file containing vector graphics, another file containing the same graphics saved as a bitmap graphic file in low resolution should be attached. This file will serve as a preview to verify if the vector graphics have not been damaged. If the project is provided as a raster, it must be sent using the tif format, size 1:1, 300 dpi.

Also, the proof print reflecting the true (required) colours of the decoration should be attached.

Halftone decal decorations are printed using 100lpi. For engraving, the files are individually adapted to the technology available.

Mart can, at extra cost, provide support in the graphic preparation of templates, in line with valid rates for these types of services.

PRICES AND PAYMENT TERMS

Prices are determined according to rates for order performance which are valid at Mart. In order to calculate the price for the performance of the subject of the order, the on-line calculator should be used. Mart reserves the right to change the rates for order performance without having to obtain the permission of the contracting party in the event of an increase in the cost of purchasing raw materials, changes in currency exchange rates, changes in tariff rates and import duties. The price of the order performance may not be altered during the performance of that particular order.

All prices are net prices and VAT at 23% must be added to these prices. The size of the discount granted individually to a contracting party is agreed at the beginning of a calendar year on the basis of the turnover from the previous year. Prices embedded in the on-line calculators include the individual discounts granted to particular advertising agencies. Note: CMYK photographic decorations are calculated as five-colour decorations.

When placing its first order, the contracting party makes an advance payment minimum 30% of the order's value, while the remaining amount is payable before the products are collected. After supplying a photocopy of the contracting party's company documentation, the subsequent orders are performed with a 30-day payment term. The value of the granted trade credit may not exceed the turnover achieved in the last year of cooperation with the contracting party. Mart shall exclusively decide on the level of the trade credit granted. The non-conformance with the payment terms shall result in the suspension of the trade credit and commencement of order settlement by means of pre-payments. If the contracting party does not pay for the performed order on time or does not pay the advance payment for the performance of the order on time, Mart may suspend the performance of all orders received from the contracting party. There is a possibility to increase the discount by an additional 2% for prepayment of 100% (for customers with trade credit).

PROTOTYPE

A prototype is created for every order made. The creation of a prototype on the basis of artwork enables the contracting party to verify the finished product (e.g. its size, colours, placement of the decoration, type of the ceramics and its quality, etc.). The prototype is treated as a starting model for the qualitative acceptance of the entire quantity ordered by the contractor. Withdrawal from the execution of the prototype is tantamount to resignation from the possibility of making a complaint. The ordering party has the right to withdraw from making the prototype on its own responsibility or in the case of repeated order. The cost of the prototype is PLN 200 net for one-color decoration. In the case of multi-colored applications, an additional fee of PLN 55 net is charged for each subsequent color.

The maximum cost of the prototype is PLN 365 net. There is a discount for advertising agencies on the prototype preparation prices. The price referred to above does not apply to the preparation of prototypes of sets.

The cost of the prototype will be deducted from the order value.

TIME OF ORDER COMPLETION

The time of order completion (loco Mart warehouse) is provided with every confirmation of the order performance.

As a rule, the subject of the order is completed within 10 working days counting from the confirmation of the prototype's compliance with the order (the order confirmation day is not included in that period of time).

The "express" performance of the subject of the order takes 5 working days counting from the day on which the prototype is approved by the contracting party. The "express" performance of the subject of the order is charged an additional fee amounting to 20% of the total value of the order. The possibility of the "express" performance of the order must always be confirmed with the commercial department – approval issued by Mart is required.

TRANSPORT

Delivery at the expense of the contractor.

Ceramics are sent by pallet shipments. Before signing the bill of lading, check in the presence of the courier whether there are any visible damage to the packaging, e.g. dents, damage to the foil. The basis for the complaint is signing a damage report with the courier. All costs related to the delay and/or refusal to collect, the costs of parking and possible storage and re-transportation shall be borne by the contracting party. Mart shall not be liable for damages during transport consigned to a third party providing freight or logistic services professionally.

MATERIALS

Mart's product portfolio includes ceramics made from stoneware and porcelain (including new bone china, super white and premium porcelain) as well as enamelled products. Each product is labelled in the catalogue to facilitate its identification. Each type of ceramics has different characteristics (colour, weight and thickness).

The ceramic production technology may result in differences in colour and dimensions (height, diameters, thickness) within a single production batch – up to 4%.

Mart sells ceramic products compliant with the requirements of the standard PN-75/A-12450 for products of I and II grade. When assessing client complaints, table no. 3 from the above-mentioned standard is used.

DECORATION

Decoration types provided by Mart include ceramic/high temperature (ceramic decal or ceramic direct print), enamel, and organic/low temperature decal, engraving as well as Pantone matched painting.

Ceramic decoration/high temperature (ceramic decal)

Decoration of stoneware or porcelain with use of ceramic decal, fired at 800°C

- dishwasher-safe¹⁾
- unlimited decorative surface
- possibility of personalisation
- resistant to mechanical damage, e.g. abrasion
- decorating with precious metals such as gold and platinum
- unlimited number of colours used for decoration
- ability to use CMYK²⁾ photographic decoration
- inability to represent all colours from the Pantone colour chart

Ceramic decoration/high temperature (ceramic direct print)

Decoration of stoneware or porcelain fired at 800°C

- dishwasher-safe¹⁾
- resistant to mechanical damage, e.g. abrasion
- decorating with precious metals such as gold and platinum
- limited decorative surface marked for each product
- limited number of colours used for decoration – 4 colors
- inability to use CMYK²⁾ photographic decoration
- inability to represent all colours from the Pantone colour chart

Organic/low temperature decoration

Decoration of painted ceramics with organic decal fixed at 200°C

- ability to represent all colours from the Pantone colour chart (with the exception of gold and platinum)
- ability to decorate with fluorescent colours
- unlimited decorative surface
- possibility of personalisation
- unlimited number of colours used for decoration
- ability to use CMYK²⁾ photographic decoration
- dishwasher-safe for minimum 200 cycles
- lack of resistance to mechanical damage, e.g. abrasion

Engraving (sandblasting)

Decoration of ceramics which uses the method of localised removal of the product's surface layer

- elegant, unique look
- ability to additionally fill the areas with colour
- large decorative surface
- dishwasher-safe
- possibility of personalisation
- decoration resistant to mechanical damage, e.g. abrasion

Enamel decoration

Decoration of enamelled products with enamel decal fired at 800°C

- preservation of all utility properties of the product – ability to use enamelled product on all types of cookers (also induction cookers), in an oven and on an open fire (e.g. on a bonfire)
- dishwasher-safe¹⁾
- unlimited decorative surface
- possibility of personalisation
- decoration resistant to mechanical damage, e.g. abrasion
- unlimited number of colours used for decoration
- ability to use CMYK²⁾ photographic decoration
- inability to represent all colours from the Pantone colour chart

Pantone matched painting

Method of painting outside of selected products with use of Hydroglasur paints

- colours according to Pantone matching system in glossy or mat finish
- wide selection of decoration colours with use of organic/low temperature decal
- possibility of mixing with many decoration technologies: engraving or high temperature decal decoration
- dishwasher-safe for minimum 200 cycles
- no content of cadmium, lead and formaldehyde
- reduced mechanical resistance to scratching and abrasion

1) does not apply to decorations made with precious metals such as gold and platinum

2) large screen dot, the quality may not be compared with offset or digital printing

Due to technical and technological limitations, ceramic (decal and direct print screen printing) decorations may display slight colour differences (visible to the naked eye) which do not significantly alter the decorative motif. Ceramic and enamel paints do not have Pantone signs and can not be equated exactly to this matching system. Shades of colours of decoration on the finished product may vary depending on the material, thickness of paint used, the method of application etc. Deviation from the colour specified in the contract up to 15% is not ground for complaint.

The permissible level of deficiency of a particular product batch accepted by the contracting party is 5%, and the defects identified in the supplied products included in the limit value may not constitute an object of claims resulting from the defects of the subject of the order.

Types and dimensions of permissible and non-permissible defects in decal decorating

Defect name	Defect characteristics	Occurrence level
Lack of colour	Unintentional lack of some sections of the drawing or colour when compared with the template	Non-permissible
Mismatched colours	Image colours offset against each other	Permissible to 0.3 mm
Colours	Decoration colour varies from the colour defined in the order up to 15%	Permissible

ENTRUSTED MATERIAL

Mart decorates materials supplied by the contracting party after appropriate performance testing.

When decorating materials supplied by the contracting party, Mart shall not be liable for the defects in the subject of the order resulting from the material supplied or selected by the contracting party. It is possible to perform an order without creating a prototype. This shall only be possible when repeated order for decoration made in the past or on request and liability of the contracting party.

In order to conduct appropriate performance testing of decorations made on the entrusted material, at least one element intended to be decorated must be supplied. As during processing, the entrusted material may become damaged up to 2% of its quantity, a sufficiently larger product quantity should be supplied for decoration. Mart does not conduct quantitative or qualitative conformity inspections of the materials supplied for decoration.

WARRANTY

Mart provides a 12-months' quality warranty for decorated ceramics counting from the product delivery date.

The warranty does not include decorations with precious metals (gold, platinum, etc.), low temperature/organic decorations and Pantone painted ceramics.

Only goods classified as damaged or found to be inconsistent with the order are subject to a complaint.

Complaints relating to colors and project can be considered in relation to the approved prototype.

Mart is not liable for damage resulting from transport commissioned to a third party professionally engaged in the provision of transport services or forwarding, or caused during the storage of goods at the contractor.

Information about quantitative and qualitative non-conformities in deliveries must be submitted to Mart in writing within 7 days from the date of receipt of the goods by the contractor, under pain of losing the ordering party's rights to pursue any claims for defects in the goods. The contractor bears all transport costs related to the return of the goods under complaint. The complaint shall be processed within 7 days from its written submission on the Mart complaint form, and if it is necessary to verify the legitimacy of the complaint based on the subject of the order, within 7 days from the date of delivery of the goods to Mart by the contractor.

Mart is not responsible for the ceramics delivered by the contractor for decoration. After resale or transfer of the goods to a third party or subjecting them to further processing, Mart's liability for defects of the goods expires.

COPYRIGHTS AND OTHER RIGHTS

By submitting a graphic design or other template for the purpose of performing the subject of the order, the contracting party is obliged to possess the right to dispose of the design or template for purposes related to the order placed. Mart does not verify the rights of the contracting party to the graphic design or other templates provided for the purpose of performing the order. The contracting party shall be solely liable against third parties for the use of the graphic design or other templates against the authorisations assigned to these persons. Should a loss to Mart's interests occur, resulting from Mart's breach of third party rights to graphic designs or other templates, the contracting party shall be obliged to repair the damage caused. The ordering party agrees to the use of the subject of the order performed by Mart in Mart's advertising materials, on the company website, as part of displays at trade shows and as a sample of Mart's technical possibilities relating to print quality. Mart shall be entitled to use the information on the performance of the service for the contracting party in its advertising materials.

If a third party does not agree to have its logo, graphic image or another template published, the contracting party shall be obliged to include this information in the order under pain of nullity of future reservations made.

LIABILITY

Mart shall be liable for the performed order only and exclusively up to the net value of the order.

Mart shall not be liable for the ceramics supplied by the contracting party for decoration. Mart's liability for the products expires once they are resold or transferred onto a third party or if the products are subject to further processing.

Mart shall not be liable for the suitability of the goods for a purpose intended by the contracting party if the order does not list conditions relating to the products' intended use.

Mart shall not be liable for damage caused during transport consigned to a third party providing freight or logistic services professionally or caused during storage of the products at the contracting party's site.

OTHER

Mart reserves the right of ownership to the ordered product until the contracting party makes a full payment for the completed order.

Any disputes arising out of the performance of the above-mentioned conditions shall be settled amicably.

When no agreement is reached, the dispute shall be settled in the course of legal proceedings by a competent court to Mart's registered office.