

GENERAL CONDITIONS OF PRODUCTION AND SALE OF PRINTED MATTERS

Subject matter of the General Conditions

1. GLP Printing – hereinafter called as the CONTRACTOR, enter into a Contract for production and sale (hereinafter called Contract) with each Customer, and by this Contract the Customer assigns the CONTRACTOR to produce printed matters designed by the Customer (for example: books, brochures, magazines, folders, advertising booklets, etc.), hereinafter called the WORK. The concrete production conditions (for example: remunerations, terms, delivery, and other conditions) shall be defined in the Contract. The Contract shall be concluded under the effect and in accordance with the present General Conditions, which conditions are obligatory for the relations between both contractual parties and an integral part of the Contract; the General conditions apply to all unregulated by the Contract matters.

2. The General conditions settle the matters connected with the subject of the Contract for production and sale of the WORK, the delivery, the claims, the method of payment, penalties and compensations.

Offer. Order. Producing contract.

3. In case of Customer inquiry the CONTRACTOR prepares an offer relating the concrete Order. The remunerations indicated in offer are with a term of validity 14 (fourteen) working days.

4. The offer is considered accepted by filling in a form “Order” of the templates sent to the Customer. The present General conditions shall be an integral part of the Order sent. A signed and stamped copy of the Order shall be sent to the CONTRACTOR in original by courier or post at the management address of the CONTRACTOR 14 (fourteen) working days upon the acceptance of the Order.

Following documents shall be attached to the Order:

- Customer project;
- Bank SWIFT relating effected payment in accordance with following terms.

5. The order, signed by parties, is considered as a concluded Contract for producing and sale under item 1 of present General conditions.

6. The CONTRACTOR can refuse the conclusion of the Contract if during the period of presenting the offer and its acceptance by the CUSTOMER substantive market changes in the respective branch are occurred, including but not only: raw materials shortage in the market, technological equipment damage.

Remuneration. Producing terms. Delivery.

7. The CONTRACTOR indicates in the offer remuneration and terms for its execution. The indicated remuneration is without VAT. The value of VAT shall be calculated with the invoice issuing under the requirements of the Bulgarian legislation. For Intra-Community orders and deliveries, customers who order from GLP Printing Bulgaria are exempt from VAT. All that is required is that the company placing an order has an Intracommunity VAT number and the invoicing is established exclusive of taxes.

The remuneration shall be paid in two equal instalments:

- -50 % deposit (advance payment) at the time the Order is accepted by the Customer;
- -50 % balance payment upon receipt by the Customer of a sample of the finished WORK sent by courier.

8. All payments shall be considered effected at the day of receiving the CONTRACTOR bank account or cash payment.

9. The time for performance starts after the order has been accepted (including the project) by the both parties and the bank transfer of the advance is accomplished; which sum shall be considered as a deposit payment. If the Customer fails to transfer the 50 % (fifty percent) of the order remuneration within 7 (seven) days from the Order acceptance, the Contract shall be considered terminated under the law.

10. The CONTRACTOR shall not bear liability for a deadline being not met by reason of circumstances beyond of his control and without imposing the responsibility on him.

11. The delivery shall be made by the CONTRACTOR or by a forwarding company engaged by him. The delivery expenses shall be included in the Order remuneration.

Providing a project by the Customer

12. The Customer project shall be enclosed to the order and provided on an electronic carrier in PDF format. The Customer shall approve each different format. In case of any different format the term for performance shall be prolonged for the remaking of the file. The remaking shall be paid by the Client. The project shall be sent on an electronic carrier impeding the possibility to change the information. The CONTRACTOR is not liable if a low-quality electronic carrier or a carrier changing the information because of external reasons has been used by the Customer.

13. The CONTRACTOR reproduces the colours contained in the provided files in the manner used for reproduction by the production chain. The CONTRACTOR is not engaged with the colours reproduced with an electronic reading device or colour printer. The CONTRACTOR shall not be responsible in case of impossibility to reproduce in the production chain separate nuances of particular colours, which can be seen when reproducing them with the electronic reading device. Our customers shall pay attention to the fact that colours reproduced by the electronic reading device are not the real colours of reproduction. The difference is in the permissible deviation in accordance with the generally valid standards concerning such activity.

14. The CONTRACTOR shall not be responsible for mistakes in the project made by Customer (for example: spelling, wrong colour or errors in form and design, etc.). The project shall be printed as presented.

15. If 5 mm for live cutting are not provided in the project, a frame shall be added depending on the concrete order without the necessity of informing the Customer.
Alteration of the order.

16. The Customer is not entitled to alter the Order upon its acceptance.

17. Every alteration of order during the Contract execution shall be considered as a new order; in that case, a new offer shall be made by the CONTRACTOR.

18. If the CUSTOMER makes an alteration of the order before the printing is started, a new offer shall be made as well as a new order shall be signed. In the presence of such circumstance, the deposit paid by CUSTOMER, shall be considered as a payment for the new order. If the advance payment after alteration is less than 50 % of the new remuneration, the Customer shall pay extra and the term of execution starts to run from the date of additional payment.

Order refusal by the CONTRACTOR:

19. The CONTRACTOR shall not accept orders and sent orders shall not be executed, if:

- projects are performed in a format different from the indicated one by present General conditions and if there is no explicitly approval by Customer;
- in sent order Customer has not indicated the approval of the present General conditions or if all order items are not filled out;
- 50 % of order value are not deposited within a term for over than 7 (seven) days from order receipt.

Complaint.

20. Complaint about quantitative shortages shall be made in a written form and sent to the CONTRACTOR by registered post with a return receipt.

21. To be valid, the Complaint about the WORK quality shall be made within a period of three days after WORK receipt, namely in a written form and sent to the CONTRACTOR by registered post with return receipt.

22. WORK shortages or defects shall be described precisely in the complaint. The Customer shall not have the right to put in a claim for a quality on occasions as indicated in the present General conditions, for which occasions the CONTRACTOR bears no responsibility as explicitly provided.

23. Complaint about hidden defects shall be made in a period of 20 days at the most after WORK delivery by registered post with return receipt.

24. The Customer is obliged to provide access to the WORK, if the CONTRACTOR intends to send authorized persons in order to ascertain the articles state and some defect presence.

25. If the CONTRACTOR accepts partial or full compensation, the Customer shall be obliged to return the complained articles.

Penalties and compensations.

26. In the event of delay of effecting payments by Customer, he owes a delay penalty amounting to 1 % (one percent) of the payment due for every day of the delay but not more than 25 % of the sum due.

Dispute resolution.

27. All disputes, arising out of or in connection with this contract, including those arising out of or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this contract or its adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry in accordance with the Rules for expedient procedure. All cases shall be heard in Bulgarian.

Alterations of the GENERAL CONDITIONS

28. The CONTRACTOR has the right to alter the present GENERAL CONDITIONS at any time publishing the actual version in Internet site www.glp-printing.com.

IMPORTANT:

Each customer will receive from GLP Printing an order contract (order form) before any production. Only order contracts issued by GLP Printing (or its subsidiaries) to its customers will be admissible in the event of a commercial dispute. No other contractual agreement can be accepted outside the clauses stipulated in the order contracts issued by the company GLP Printing **Reservation of title:**

(French Jurisprudence – common law in Europe) – art 65 law 67.563, Amended by art. Law of 12 May 1980. The goods remain our property until the invoice has been paid in full. Our right to claim covers both the goods and the price if they have already been resold.

General Data Protection Regulation:

Depending on your particular jurisdiction, the new General Data Protection Regulation (GDPR) comes into effect on May 25, 2018. The GDPR gives people more control over their personal data, ensuring they are the ones to decide where and how the data is used.

Following the new requirements and our commitment to protect your privacy, we have been updating our General Terms & Conditions and Privacy Policy to make sure your personal data is processed in a most appropriate and secure way as well as to let you know why, when, and how your data is used.

With best regards,
Your GLP Printing Team