

GENERAL TERMS AND CONDITIONS OF THE COMPANY  
LEYKAM TISKARNA d.o.o.

In Hoče, on 4. 5. 2016

Valid from 4 May 2016

## **1. Content and validity of the General Terms and Conditions**

- 1.1. The General Terms and Conditions (hereinafter: GTC) shall apply to all relationships between the company Leykam tiskarna d.o.o. (hereinafter: Contractor) and Clients, unless the Contractor and Client (customer) in each case agree otherwise. In the case of doubt, a different arrangement shall only be agreed in writing.
- 1.2. The GTC shall apply to all agreements and contracts, concluded as of the date of publication of these terms and conditions on the website <http://www.leykam.si>. The applicable GTC are published on the website <http://www.leykam.si>.
- 1.3. The GTC shall prevail over the Client's general terms and conditions and/or any other conditions to which the Client refers and shall have no legal effect, unless the Contractor and Client have agreed otherwise in writing.
- 1.4. It shall be deemed that the Client is acquainted with the GTC if the Contractor in any correspondence (either by email, regular mail, fax, or in any other manner that ensures the Client receives the message) informs the Client that the GTC are an integral part of the agreement and they are published on the website of Leykam tiskarne d.o.o. [www.leykam.si](http://www.leykam.si). Each amendment of or deviation from the GTC must be agreed in writing.
- 1.5. The invalidity of individual provisions of these GTC shall not affect the validity of the remaining provisions herein.

## **2. Offers and orders**

- 2.1. The Contractor shall at the request of the Client (customer) forward the latter a non-binding offer containing the quantity, price, potential delivery time, duration of the offer and other items in line with the Client's request.
- 2.2. Offers shall be non-binding for the Contractor. Offers shall become binding only upon written confirmation of the order by the Contractor or a written signed contract.
- 2.3. Offers are valid for 28 days from the date of the offer unless otherwise specified in them. The Contractor reserves the right to change the offer price after this period.
- 2.4. All offer prices are denominated in Euros without the prescribed value added tax, which is charged separately, unless otherwise expressly specified for each price.
- 2.5. By submitting an order, the Client agrees with the GTC.
- 2.6. Increased prices of repro materials (e.g. paper, printing ink, binding materials, etc.) and increased labour costs pursuant to collective agreements after determination of the offer price, but prior to billing of deliveries, shall entitle the Contractor to increase prices.

## **3. Confirmation of orders**

- 3.1. By signing the order confirmation, the Contractor is bound to the order which shall also be binding for the Client (customer). The written confirmation of the Contractor is required for all supplements and amendments to the order.
- 3.2. The order confirmation shall be deemed the first service implemented and subsequently, arising associated costs.

## **4. Amendments to the order**

- 4.1. If prior to the commencement of printing significant changes regarding the scope, circulation or paper type arise, the service shall be treated as a new order and the original order fully voided.
- 4.2. If the Client desires significant changes within a period of 6 weeks prior to the commencement of printing, the incurred higher costs shall be charged. If the Contractor for objective reasons (capacity, paper orders, etc.) is unable to implement the new order, the Client may insist on the fulfilment of the initial order or withdraw from the order under the conditions set out in Item 5 of the GTC.

## **5. Cancellation/withdrawal from the order**

- 5.1. If the Client prior to the commencement of printing partially or completely terminates/cancels the order, in addition to the costs of the order (paper, etc.), the Client shall also be obliged to pay a cancellation fee in the amount of 10% of the cancelled (voided) production value (value of the order minus material costs).
- 5.2. For a (partial) order cancellation or cancellation date of less than 6 weeks prior to commencement of printing, the Contractor shall charge the Client 60% of the cancelled (voided) production value plus already incurred costs for the order – for a (partial) cancellation of a week or less

prior to commencement of printing, the Client shall be charged 100% of the production value plus the costs already incurred.

## **6. Samples and proofs**

6.1. The cost of samples and proofs of printed matter shall in each case be charged to the customer, unless expressly agreed otherwise.

## **7. Copyright**

7.1. Verification of the copyright for the materials used also for reproduction of orders, processing, alteration or other utilization of all printing substrates shall be the sole responsibility of the Client. The Client is obliged to insure the Contractor against any possible third party claims arising from infringement of copyright and related rights and the protection of personal rights and must immediately notify the Contractor of such claims or be obliged to pay compensation, which would arise as a result. The Client shall be solely liable for the content (images and text) of the ordered printing product.

## **8. Transmission of data**

8.1. Current guidelines for the preparation and submission of data for printing are available on the Contractor's website - [www.leykam.si](http://www.leykam.si). The Contractor shall submit to the Client for approval the file for printing in PDF or INSITE format. The Contractor may set an appropriate deadline for confirmation. If within this period the Client does not object, it shall be considered that the Client has approved the files.

8.2. The Contractor will not carry out a control of the content of the binding "proofs" (control proofs), which the Client made available. Additional costs due to changes or other Client requirements shall be charged to the Client based on actual costs. The Contractor shall not be liable for errors due to missing, incomplete or incorrect information supplied by the Client (substantive and technical) and its liability for damages in such cases is excluded. If the Client does not make available a binding test print or other such proof and one is not ordered from the Contractor, the Contractor shall not assume any guarantee for the correctness and accuracy of the print. The Contractor shall not review the contents provided by the Client, and shall not be liable for substantive errors.

## **9. Delivered materials**

9.1. The materials submitted by the Client must be delivered to the seat of the Contractor free of charge. The Contractor shall only confirm receipt of materials supplied and shall not be responsible for the accuracy of the quantity or quality specified in the delivery papers.

9.2. In the case of supply of the wrong type of paper, the Contractor shall be entitled to reject the delivery by stating the reason. The obligation of controls and alerts by the Contractor in respect of materials which are made available by the Client or were delivered on the latter's behalf, is excluded.

## **10. Storing order documents (bases), printing products, printed substrates and devices**

10.1. The Contractor shall not assume any guarantee upon the completion of the order for foreign data, data media and other objects, which do not require recovery by the Client. After the completion of the order, the Contractor is not obliged to keep printing products, printing substrates, data and data storage media, printing plates and equipment, paper, etc., unless this has been agreed in a special agreement with the Client; in this case, the costs and risk of storage shall be borne by the Client. Storage costs shall be calculated every three months. The Contractor shall only be liable for damage and loss for intent or gross negligence.

## **11. Delivery time and deadlines**

11.1. If not otherwise agreed in the order confirmation, the delivery period shall commence once the Contractor has all the required working bases and information for the implementation of the order and the Client settles all payments due (e.g. advance payment, payment arrears for previous orders) and earliest on the day of the order confirmation and shall end on the day the goods leave the company (plant) of the Contractor or in accordance with the contract, are ready for collection.

11.2. Fixed deadlines must be expressly agreed in writing; otherwise, the agreed deadlines of deliveries only represent informative delivery times.

The Client must specify an appropriate additional period for the Contractor in cases of late deliveries. The Contractor shall not be liable for exceeding the delivery period, if the delay was caused by violations of collaborative duties of the Client or changes to the order requested by the Client. Additional costs arising for these reasons shall be borne by the Client.

## **12. Deliveries above the agreed quantity or delivery of smaller quantities**

12.1. The Client is obliged to accept and pay for overruns (copies which in the normal course of things, and taking into account the rules of the profession exceed the agreed number of copies) or lower numbers of copies up to 5% (for particularly difficult prints up to 10%). Billing shall be implemented based on the agreed price per piece.

## **13. Delayed takeover**

13.1. The Client is obliged to immediately takeover the goods sent in accordance with the contract or prepared for takeover. If this obligation is not met, delivery shall be deemed implemented on the date the takeover according to the contract should have been made; the risk of accidental destruction or damage shall pass to the Client on this date.

13.2. The Contractor shall be entitled in the event of an expected delay or inability to takeover the goods due to force majeure to store the goods itself or at a freight forwarder's, at the expense and risk of the Client.

## **14. Packaging**

14.1. Packaging – with the exception of Euro-pallets – shall be charged and is not refundable. Euro-pallets made available by the printing house if not separately billed, shall be returned.

## **15. Packaging materials and waste**

15.1. **The ownership of ordinary waste due to cutting**, cutting out, print settings and continuation of print is transferred to the Contractor upon processing.

## **16. Insurance**

16.1. Transport insurance shall only be carried out at the express wish and expense of the Client.

## **17. Payment terms**

17.1. The Contractor shall issue invoices on the day of delivery of the product. The invoice must be paid by due date otherwise the Client shall also be charged statutory default interest which will be billed with a separate invoice.

17.2. The Contractor shall not be obliged to implement the order before receiving the agreed advance payment. In any event, the consequences of default shall be entirely borne by the Client (e.g. exceeded delivery deadlines, etc.).

17.3. Set-off (compensation) is only possible if confirmed in writing by the Contractor. The Client may only validate an offset on the basis of uncontested or legally established claims. Interim accounts or a request for adequate partial payments shall be made for large orders. Invoicing for newspapers and magazines is implemented in principle for each issue, unless otherwise agreed.

17.4. A discount (deduction) is possible if the Client has fulfilled all other obligations under the contractual relationship.

17.5. If during the contractual relationship a worsening of the economic situation, rating of the Client or questionable solvency of the Client and/or compromised payment arises, the Contractor shall be entitled to demand advance payment, shorten the payment period or withdraw from the order.

## **18. Deliveries**

18.1. Unless otherwise specified in the order confirmation or agreed in writing, the delivery/dispatch shall be EXW (Incoterms). If dispatch is delayed by reason of the Client, risk shall pass to the Client at the moment of readiness for dispatch.

## **19. Property right**

- 19.1. **Work aids and intermediates, particularly but not exclusively punches (cutters), printing plates and the like (printing preparations), printing devices, and processed data used by the Contractor for implementation of the order shall remain the property of the Contractor and shall not be handed over, even if the Client has paid a compensation value or was billed separately for them.**

## **20. Reservation of title**

- 20.1. Delivered goods remain the property of the Contractor until full payment of the agreed price.

## **21. Complaints**

- 21.1. The Client is obliged to review the product immediately in the usual manner upon receipt and make a complaint in the case of a withdrawal from the order immediately in writing by registered letter. If the complaint arises because the Client sent the Contractor a PDF file or materials for preparation of the print that do not comply with the instructions and requirements of the Contractor, the Contractor shall reject the complaint. Latent defects must be exercised immediately upon discovery, but no later than three months of when the goods left or should have left the company of the Contractor.
- 21.2. Potential defects regarding the delivered goods do not justify a complaint regarding the entire delivery. The Contractor shall for defects for which it is responsible, at its own discretion have the option to implement additional improvements or replace the delivery. The same applies in the case of a legitimate rejection of further improvements or subsequent delivery. If improvements or additional supplementation is not possible or not possible in a timely manner, the Client may, in accordance with the legal provisions withdraw from the contract or request a reduction in the purchase price. Deviations from the composition (quality) of the paper or other materials purchased by or at the request of the Client, made available to the Contractor may not be objected to if the deviations are within the permissible limits of competent suppliers.
- 21.3. Slight deviations from the original for colour reproductions shall not constitute relevant defects. The same also applies to slight discrepancies between test prints and circulation prints, especially if they do not match the test print paper and circulation paper, and between the final product on the one hand and on the other digital proof, which is submitted to the Client, for declaration that the object is ready for printing or basis which the Client provided for the order (e.g. computer printouts, digital proofs).
- 21.4. Process Standard Offset (PSO) ISO 12647/2 shall apply for colour adequacy (density) while the tolerances specified by manufacturers of machinery shall apply for print and fold tolerances (available on the website of the Contractor: [www.leykam.si](http://www.leykam.si)). The Contractor shall only be liable up to its own claims against the respective suppliers of intermediates for variations in composition (quality) of the used materials. Those tolerances contained in the relevant terms of delivery of suppliers shall apply for paper, cardboard and other materials. In the case of partial deliveries, complaints may only be made on the relevant part. Pursuant to practices of the paper industry, all paper and cardboard up to 5% heavier or lighter than ordered may be delivered. The Contractor shall in no event be liable for damage caused by deficient or improper storage of products by the Client.

## **22. Limitation of liability**

- 22.1. **Compensation claims are excluded if the damage was not caused intentionally or by gross negligence. The Contractor's liability for any damage caused to the Client shall in each case be limited to the value of the order. Liability for lost profits, indirect or consequential damages, damages caused to a third party, lost savings, interest loss, non-pecuniary damage, etc. shall in each case be excluded.**
- 22.2. **Any claims for damages should be reported to the Contractor within three months, otherwise the Client shall lose the right to exercise such claims. It shall be deemed that claims for compensation which the Client failed to inform the Contractor of within three months from the date they became known to the Client or in all cases within six months, shall expire.**

## **23. Malfunctions/Force Majeure**

- 23.1. If the fulfilment of contractual obligations becomes difficult or impossible due to circumstances such as force majeure (e.g. war, energy shortage, sabotage, strikes and lock-

outs, natural disasters, etc. or other unforeseeable, extraordinary or unavoidable circumstances, e.g. problems acquiring materials, machine malfunction, lack of transport means, etc.), the Contractor shall be released from complying with the agreed delivery time and price. The Client shall not be entitled to withdraw from the order or make the Contractor liable for damage that may arise due to exceeding the delivery deadline owing to the aforementioned. If fulfilment of the services is permanently impeded in its entirety, each party shall be entitled to terminate the contract. Compensation claims in any manner shall be excluded. The Contractor is obliged to immediately inform the Client of the occurrence of any of the aforementioned circumstances.

24.

#### **Application of the law,**

##### **applicable law, jurisdiction**

- 24.1. What these GTC do not specify regarding the regulation of relations between the Contractor and Client and in the event of any disputes between the Contractor and Client the law of the Republic of Slovenia shall apply. Use of the United Nations Convention on the International Sale of Goods (Vienna Convention/ CISG-UNK) is expressly excluded.
- 24.2. The competent court in Maribor with territorial jurisdiction over the subject matter shall preside in the event of a dispute between the Contractor and Client.

#### **25. Language**

- 25.1. *The GTC have been drawn up in the Slovenian and German languages. The authentic text of the GTC shall be the version drawn up in the Slovenian language, and shall be the only relevant text for interpretation and shall also be used in the event of a dispute. The version drawn up in the German language is only for informational purposes.*