

General terms and conditions of business and production of the MATRIX Media s.r.o. limited company

These general terms and conditions of business and production (hereinafter “**Conditions**” or “**these Conditions**”) are setting mutual rights and duties of contracting parties accruing from delivery of goods and services or execution of work by **MATRIX Media s.r.o.** limited company, IN 26504740, with its registered seat in Praha 7 – Holešovice, U Průhonu 1079/40, postal code 170 00, listed in the Trade Register of the Municipal Court in Prague, section C, File 86377 (hereinafter „**Contractor**“) for its customers (hereinafter in this document „**Clients**“ – see below).

I. Fundamental provisions, definition of terms

- 1) The **Contractor** conducts business in the field of printed advertising and marketing, especially dealing with the following activities: large format digital printing, outdoor and indoor advertising, exterior and interior printing, megaboards, bigboards, billboards, backlights, building wraps incl. construction and installation, floor graphics, tarps, vehicle wraps, bus and tram wraps, citylight showcases, carpets, posters, flyers, POS and POP materials, interiors, illuminated advertising, flags and many others, latex printing, individual interior and design applications – wallpapers, glass, acrylic, ceramics, timber etc.
- 2) The “**Client**” is a person or entity demanding or ordering goods and services or execution of work from the Contractor (particularly goods, services and activities listed in previous paragraph of these Conditions, or having entered into a contract of such fulfilment with the Contractor or otherwise entered into a business commitment relationship).
- 3) “**Job Order**” stands for each individual delivery of certain goods or services or each individual execution of certain work by the Contractor for the Client.
- 4) The “**Consumer**” is each person, who enters into a contract or deals with the Contractor beyond the bounds of his or hers business activity or practice of profession.
- 5) The provisions of these Conditions apply to each individual Job Order of the Contractor executed for the Client, unless agreed otherwise by the contracting parties in an individual case. These Conditions also apply to the process of entering into each individual contract between the Client and the Contractor.

II. Ordering method

- 1) The Contractor works on the individual Job Orders on the basis of individual Contracts of Order (contract of work), while for the purposes of these Conditions a contract between the Client and the Contractor is considered to have been entered into including cases, where the Contractor confirms the Client’s written order for a particular Job Order or when the Client confirms the offer of the Contractor (usually made on the basis of the Client’s previous request or order). Electronic communication (E-mail) between both parties is also considered legal written notice for the purposes of these Conditions.
- 2) Each Client order must include an exact specification of the Job Order, i.e. particularly the name of the Job Order or project, dimensions, material, print type or printing device specification, print quality, number of copies, form of completion or final adjustments, Job Order letting date, agreed Job Order completion date, list of data handed over to the Contractor by the Client, possibly a model, sample, proof copy and such like.
- 3) Together with the first order the Client is obligated to provide the Contractor with VAT registration certificate and bank connection details. Considered eligible to act for the Client is i.a. a person, who has communicated about the Job Order with the Contractor by e-mail or otherwise in the past and the Client has paid the total or at least partial price amount for such Job Order, unless announced differently by the Client to the Contractor in advance.

4) The Contractor is not obligated to fulfil the Job Order for the Client, unless the Contractor and the Client have entered into a contract for a specific Job Order, including an exact specification for each individual Job Order.

III. Data for Job Order execution

- 1) For Job Order execution the Client is obligated to provide the Contractor with all necessary data
- 2) The data must be provided by the Client to the Contractor in a written form, possibly on a relevant data medium or in other form mutually agreed upon the parties.
- 3) Data provided by the Client to the Contractor must include a coloured printer output or a certified proof copy. Unless printer output is provided for coloured data, the Contractor takes no responsibility for the required print colour quality. In such a case the Client takes all responsibility for the print colour quality.
- 4) Data must be prepared according to the Requirements for the preparation of documents for digital printing, which are determined by the Contractor as an inseparable part of these general terms and Conditions.
- 5) For verification of given visual (i.e. form) for print the Client is obligated to provide the Contractor with a .jpg file containing the same visual as print data. This is to prevent the problem of total or partial data corruption during data transfer.
- 6) In case the data is not provided to the Contractor on time or in acceptable form (e.g. in software format required by the Contractor), the Contractor is entitled to withdraw from the Job Order contract. In such a case the Client is not entitled to reimbursement of loss, damage or any other sum related to withdrawal of the Job Order contract.
- 7) Unless agreed otherwise in the contract, the Contractor is not liable for verification of received data and is not obligated to verify the content. Unless agreed otherwise, the Client is liable for data verification.
- 8) The Contractor carries no liability both for the content of data provided and for the consequences caused by further use of Job Orders produced in accordance with data received from the Client (e.g. by pasting up billboards printed by the Contractor, which include errors in the data provided by the Client).

IV. Job Order execution and Client cooperation:

1) Contractor's rights and duties:

- a)** The Contractor will execute Job Orders in agreed quality according to technology types, and unless agreed, in usual quality, based on individual contracts or rather validated orders or confirmed offers within negotiated time.
- b)** The Contractor is not overdue with Job Order execution as long as the Client is overdue with delivery, addition or required specification of data for Job Order execution or with required cooperation dependent on the Client. In case of Client's insufficient cooperation, in particular due to overdue delivery, addition or required specification of data for Job Order, implementation of required corrective or other agreed actions within specified deadline, or in case of changes in Client specification before agreed deadline, the negotiated deadline of Job Order completion and delivery is postponed for a period of the Client's cooperation default and also for a period of the Contractor's completion of other Job Orders for other Clients according to production schedule, wherefore the Contractor is unable (due to limited production capacities) to complete the Job Order of the Client, who was overdue with cooperation or changed the contract assignment. In cases according to

previous sentences in article IV par. 1) letter b) of these Conditions the Client is obligated to withstand the postponement of Job Order completion deadline for a suitable substitute deadline appointed by the Contractor according to production schedule and capacities of the Contractor, whereas the Client surrenders the right to reimbursement of any kind for such a case.

c) The Contractor can delegate another person to Job Order completion. However, in such a case he or she remains fully responsible to the Client for the completed Job Order, as if completed by Contractor himself.

d) The Contractor is not responsible for Job Order flaws caused by nature of data provided by the Client, required methods or possible insufficient cooperation of the Client. Unless the Client participates on output checks and corrections, the Contractor also takes no responsibility for Job Order flaws consisting of different print colour or moiré problem, unless certified proof copy is provided.

e) In case of Job Order for production and print of paper or fleece wallpaper, the Contractor is eligible to withdraw such Job Order contract (e.g. due to unsuitable motive, which cannot be matched 100%) after the contract agreement has been signed and the Client provided print data to the Contractor.

2) Other Client obligations:

a) The Client is obligated to provide the Contractor with cooperation necessary for execution of agreed Job Order (particularly deliver the assignment to the Contractor in the form of written data, possibly on a portable data medium approved by the Contractor, if necessary take part on output checks, colour previews and corrections of the Job Order at Contractor's request and suchlike). The Client is obligated to provide the Contractor with cooperation before the end of the following working day after Contractor's request, unless different time frame of cooperation is required or unless earlier provision of cooperation is required with respect to the agreed completion date. Unless the Client provides the Contractor with necessary cooperation on time, the Contractor takes no responsibility for resulting Job Order flaws. Job Order flaws caused by the Client not providing cooperation are excluded of Job Order warranty provided by the Contractor.

b) If, according to the Job Order contract or agreed upon the parties, the Client shall collect the completed Job Order from the Contractor, he is obligated to ensure takeover on the date agreed upon. Should the Client fail his duty included in the previous sentence and be overdue with Job Order takeover more than one working day after the date agreed upon, he or she is obligated to pay the Contractor a storage fee in the amount of 100,- CZK (excl. VAT) for each day overdue with Job Order takeover.

3) Vehicle wraps

a) If the Client also orders vehicle wrap, he is obligated to provide the vehicle for wrapping already properly washed without the use of wax and with old vehicle wrap properly removed, because standard calculation (unless agreed otherwise) does not include the sum for old vehicle wrap and glue removal. If the Client fails to fulfil the obligation mentioned in the previous sentence, the Contractor is entitled to reject the vehicle wrap (i.e. in such a case the Contractor is not overdue with Job Order execution) and the Client is obligated to pay the price for unnecessary deployment of technicians to the Contractor (in agreed or usual amount) for scheduled vehicle wrapping.

b) Unless vehicle wrapping is executed at a place appointed by the Contractor (i.e. if vehicle wrapping is executed at a place appointed by the Client), this place must be dustless, enclosed, with constant temperature of 16°C – 23°C, sufficient lighting, access to electric power, water and sanitary facility for technicians; after vehicle is ready there must be clearance of at least 1.5 m around the car for manipulation with wrapping foils. Unless conditions mentioned in the previous sentence are met, the

Contractor is eligible to withdraw such Job Order contract. If the Contractor withdraws according to previous sentence:

- the Client is not entitled to reimbursement of any kind, and
- the Client is obligated to pay the Contractor the production price of wrapping foils and the price of deployment of technicians for arranged vehicle wrapping

V. Terms of delivery

- 1)** The Contractor fulfils his duty to execute the relevant Job Order by proper completion and handover to the Client or person designated by Client.
- 2)** The Client is obligated to ensure Job Order takeover at the date and place specified in the contract. Unless specified, the place of takeover shall be the Contractor's seat: Přístavní 27, Praha 7.
- 3)** Unless specified otherwise in the contract, the Contractor is eligible to handover the Job Order to the Client in a print form.
- 4)** If the Job Order is delivered by agreement in electronic form, data handover is performed in agreed data form on specified data medium. In case the price of the medium is not included in Job Order value, the Client is obligated to return this data medium to the Contractor undamaged within 5 working days since the Job Order takeover date agreed by Client at the latest, eventually pay the Contractor's regular price within the same period.
- 5)** The Client is obligated to confirm Job Order handover by signing completion certificate for the Contractor and is, in doing so, obligated to check the number of pieces taken over and apparent Job Order flaws. Shall the Client find out improper quantity or apparent flaws upon Job Order takeover, he or she is obligated to state these facts (by describing actual pieces of information) in the completion certificate. If the Client refuses to confirm Job Order takeover on completion certificate, the Contractor is not obligated to Job Order handover, whereas the Contractor is not overdue with Job Order handover in such a case.
- 6)** A 2% or less deviation in agreed quantity of Job Order execution with number of copies higher than 1000 pieces is not considered defect, nor breach of contract and is not a reason for any Job Order price reduction or contract price payment retention or any other Client demands.
- 7)** Job Order handover to a third party, particularly to designated carrier, courier or post office, or to a person designated by the Client (e.g. person ensuring posting the order up), is also considered as Job Order takeover by the Client. The Client is obligated to ensure that the third party shall confirm Job Order takeover with signature on completion certificate and state possible improper quantity or apparent Job Order flaws. The risk of damage passes to the Client at the moment of Job Order handover to a third party (e.g. the first carrier). The Contractor takes no responsibility for defects in the Job Order incurred during transport or after Job Order takeover by a third party (e.g. for any possible damage to individual parts of the Job Order during transport, manipulation after loading of Job Order etc.). The costs for transport to the Client are paid by the Client himself.
- 8)** If the Job Order includes certified proof copies designated for further print processing, the Client is obligated to always carry out a check of these proof copies before start of printing at the latest, otherwise the Contractor takes no responsibility for Job Order flaws and the Job Order is excluded of warranty provided by the Contractor.
- 9)** The Contractor is entitled to use returnable deposit packaging (reusable packaging) – pallets for Job Order delivery.
- 10)** The Contractor is the owner of the Job Order until handover to the Client.

VI. Terms and conditions of payment

- 1) The Client is obligated to pay the negotiated price to the Contractor in cash at Job Order handover, unless a deposit, possibly a different contract payment method is agreed on in the Job Order.
- 2) If the Client (himself or by third person) shall receive the Job Order at the Contractor's premises, however after Contractor's notification that the Job Order is completed and ready for handover, doesn't take over the Job Order on the date agreed upon and not even on the following working day after Contractor's notification, the Contractor in such a case is entitled to issue an invoice for the full price of the Job Order and the Client is obligated to pay the full amount, irrespective of not having the Job Order taken over (not having ensured the collection).
- 3) The price for individual Job Orders is calculated according to Contractor's current price list of services and jobs and the Client is obligated to pay the price stated in Contractor's current price list, unless different Job Order price is agreed upon in the respective Job Order contract.
- 4) Unless explicitly agreed upon otherwise or unless stated otherwise in Contractor's invoice or advance invoice (both Contractor's invoice and advance invoice hereinafter also only as "Contractor's invoice"), due date of Contractor's invoices is 14 days after agreed upon Job Order takeover by the Client and the Client is obligated to pay the Contractor within this period, irrespective of not having the Job Order taken over (not having ensured the takeover).
- 5) The invoice is considered paid on the day of receipt of payment to the Contractor's bank account.
- 6) The Contractor and the Client can agree on advance Job Order payments, therewith such agreement must be confirmed in the contract.
- 7) In case of late invoice payment the Client is obligated to pay punitive interest of 0.1% of invoiced amount per each day overdue with payment. After payment of punitive interest the Contractor shall issue an invoice.
- 8) Unless VAT is included in the contract, the Contractor is entitled to charge VAT valid on the day of Job Order handover to the Client in addition to the Job Order price.
- 9) The Client is obligated to pay the Contractor an appropriate increase in agreed Job Order price in case of the necessity of action, which was not legitimate to expect according to information from the Client and available information at the time of Job Order negotiation.
- 10) A new Client is required by the Contractor to pay the first 3 Job Orders in cash at Job Order takeover, or in a form of a 100% advance payment based on advance invoice, or cash on delivery.

VII. Flaws of the Job Order, Specification of the Job Order Flaws, Warranty on the Job Order

- 1) In the event that the confirmed Job Order completion certificate would not include a correct number of Job Order pieces or if such completion certificate would not include the information on apparent flaws, then the Job Order shall be understood as properly executed by the Contractor, i.e. the Job Order is free of flaws and has been executed in correct (agreed) quantity. This shall be also applied even if the Job Order was handed over to any indicated third party that shall confirm the completion certificate.
- 2) The flaws of the Job Order that could not be found out within the Job Order delivery, but could be found out within the Job Order installation, shall be pointed out by the Client (hereinafter also referred to as the „claim“) towards the Contractor immediately within the Job Order installation (since exactly at that time such a possible Job Order flaw could be flexibly solved without further unnecessary additional costs), however not later than one hour after the Job Order installation. If the Job Order has been installed through a third party, then the Client is obliged to ensure that this kind of obligation shall be fulfilled by this third party. If the above stated complaint period defined in the Article VII, para 2 hereof has not been met then the Job Order shall be understood as properly executed and free of flaws.

3) Hidden flaws of the Job Order shall be claimed by the Client towards the Contractor in writing at latest five days from the day when such a flaw has emerged, or when the Client taking sufficient care could find out such a flaw, however not later than one month from the Job Order takeover. Should any of the complaint period is not met, as stated above in the present Article VII, para 3 hereof, the Job Order should be understood as free of hidden flaws.

4) The Client is not entitled to claim the Job Order flaws and the Contractor is not obliged to remove the Job Order flaws, nor has any other obligations resulting from the Job Order flaws, if, following the present Terms and Conditions shall be the Job Order understood as free of flaws.

5) The Contractor shall provide the Client with a warranty related to the executed Job Order for such a period which was agreed in the contract. If no warranty within a specific Job Order has been agreed, then a warranty is not granted by the Contractor. However, the warranty granted by the Contractor to the Client for a specific Job Order shall not be applied to the cases shown herein (e.g. in the event when the warranty conditions were not met by the Client, etc.).

6) Within the warranty period the Contractor shall be responsible for the Job Order that is supposed to correspond to the usual purposes and keep its usual properties.

7) If a warranty has been granted, then the Client is obliged to claim a Job Order flaw which has emerged within the warranty period to the Contractor in writing at latest five days from the day when such a flaw has emerged, or when the Client taking sufficient care could find out such a flaw. Should the complaint period referred-to in the previous sentence is not met then the Job Order should be understood as free of such warranty-supported flaw. The Client is not entitled to claim a Job Order flaw based upon the granted warranty and the Contractor is not obliged to remove a Job Order flaw based upon the warranty, nor has any other obligations resulting from the Job Order warranty flaws, if, following the present Terms and Conditions shall be the Job Order understood as free of flaws.

8) If the Client is overdue with the Job Order price payment or its part, then it has not any rights resulting from any Job Order flaws (i.e. from any Job Order warranty flaw) and the Contractor has no obligations resulting from any Job Order flaw until full payment of the Job Order price including the default interest.

9) The Client waives its right to claim any Job Order flaws within the period of six month from the Job Order takeover pursuant to the Section 1921, para 1, second sentence of the Civil Code.

10) If any complaint related to any Job Order flaw is recognized as legitimate, the Client is then entitled to be provided with a free-of-charge removal of the claimed flaw and be given a corrected Job Order, and if this is not possible then the Client shall be provided with a free-of-charge removal of the claimed flaw and be delivered a new Job Order or its flawed part, any other rights resulting from any Job Order flaws are not granted to the Client, unless agreed otherwise by the parties in a specific case. The Client waives its right to be granted other rights resulting from a Job Order flaws, especially it waives its right to be granted a discount from the Job Order price and the right to withdraw from the Job Order contract.

11) The Contractor shall not be responsible for the Job Order flaws (even for the flaws within such Job Order to which was granted a warranty and the flaws emerged during the warranty period), if the Client has been made aware in advance of the unsuitability of its requirements considering the future use of the Job Order. The Contractor is entitled to require a written declaration of the Client that the Contractor shall not be responsible for the Job Order flaws incurred due to unsuitable Client's requirements considering the future use of the Job Order.

12) Vehicle Wraps

a) If a warranty has been granted, the Contractor does not grant further Job Order warranty, nor is liable for the Job Order flaws that would emerge on the vehicle wrapping advertising foils, which is related to damaged or rusting paint on such Job Order vehicle body. If the parties have agreed so within the contract, the Contractor shall provide the Job Order with a warranty on vehicle wrapping advertising foils. However, this warranty may be applied only when such Job Order vehicles are coated with a new paint all over their bodies. If a warranty has been granted, the Contractor does

not grant further Job Order vehicle wrapping advertising foils warranty, nor is liable for Job Order flaws related to the whole vehicle wrap, even if vehicle body paint is damaged or rusting only partially.

b) Job Order warranty on the vehicle wrapping advertising foils is applicable only when the warranty conditions are met: (i) To harden the adhesive correctly the Contractor is obliged to keep the wrapped vehicle in the indoor installation area for the period of 10 hours. If a vehicle is taken from the indoor installation area earlier, then a warranty on such vehicle wrapping cannot be granted. (ii) If a vehicle wrapping foil was not treated properly. Appropriate foil treatment description forms a part of the vehicle wrap completion certificate and the Client is therefore made aware of such a procedure. (iii) In the event of wrapping foil mechanical damage or chemical damage. If the present warranty conditions are not met, the Contractor is not liable for the Job Order flaws, nor for the Job Order warranty flaws which may emerge within the warranty period.

13) Outdoor Installations

If the Contractor has granted the warranty on a Job Order, then the warranty shall be applied only to self-adhesive wrap foils installed outdoors, provided these were installed at the outdoor temperature 10°C - 26°C, otherwise the warranty cannot be applied to such Job Order and in such a case the Contractor is not liable for such Job Order warranty flaws.

14) Job Order Installation on the End Medium

If a Job Order installation has been also agreed with the Contractor, i.e. installation on the end medium, then the warranty granted by the Contractor shall be applied only to such cases when the Client allows the Contractor to monitor the advertising area in advance, whereas a rugged structure of the area could be checked, as well as the area moisture, absorbency, homogeneity, flatness, age and acidity (hereinafter also referred to as only the „**area monitoring**“) and upon the recommendation of the Contractor and subsequent agreement of both the parties shall be the area adapted at the expense of the Client. If the conditions stated in the previous sentence are not met, the Contractor is not liable for any Job Order flaws emerged due to such facts. Moreover, the Client is aware of the fact these circumstances may influence the already agreed final Job Order costing, and if both the parties would not have reach agreement on Job Order price alteration, then the Contractor is entitled to withdraw from the Job Order contract and the Client is obliged to pay in such an event the costs incurred to the Contractor amounting to the Job Order agreed price or its relevant part. The Contractor is not liable for the Job Order flaws, nor for the damage, provided the Job Order flaws have emerged due to a hidden flaw of the walls (plasters, brickwork, etc.). The Contractor is not liable for the Job Order flaws (installed photomurals) if the Job Order is installed to the end medium (surface) by another person (i.e. if it was not installed by the Contractor itself).

15) Dimensions and Surface within the Installations

The Contractor is not liable for the Job Order flaws even in such event when the Client has not been provided with Job Order warranty, if in contrary to the Contractor's requirement any sufficient area monitoring has not been performed, i.e. where the Job Order is supposed to be installed or if the area dimensions submitted by the Client or by a person authorized by the Client were not accurate. Pursuant to previous sentence wording the Contractor is not liable for the Job Order flaws which would emerge within the warranty period, if the Job Order has been installed on an inappropriate material or if the Client has not submitted proper and accurate information on such a surface, as the installation area properties and proper information related to these facts considerably influence the Job Order and right choice of the material.

16) Liability within the Job Order Installation

If the Job Order has not been installed by the Contractor (i.e., especially, if the Contractor itself did not stick the wraps or perform other activities), the Contractor is not therefore liable for the Job Order flaws, nor for the Job Order warranty flaws which may emerge within the warranty period, provided these have emerged due to inappropriately or incorrectly performed Job Order installation on the end Job Order medium

VIII. Liability for Damage

1) If an obligation to execute the Job Order ceases, which may happen due to the Client based reasons, the Client is then required to reimburse to the Contractor the costs (included the work) that have incurred to the Contractor up to that moment within the process of Job Order execution or in connection with it, as well as, beside this, to compensate damage suffered by the Contractor in relation to such action.

Reimbursement of the costs is limited to the Job Order price, if not agreed otherwise or if not stated otherwise elsewhere within the present Conditions.

2) In the event when damage is suffered by the Client arising from a breach of any Contractor's obligation, the Client is entitled to be paid the damage compensation. The amount of damage compensation is limited to the Job Order price, if not agreed otherwise by the parties for a specific case. The Client is not entitled to be paid such a part of damage compensation which arisen from damage caused by the Contractor to the Client in relation to the Job Order and such damage exceeds the Job Order price (excluding VAT).

3) The Contractor is not liable for any damages incurred due to data submitted or films made by him as the Client is obliged prior to their further use (especially before printing) or their provision to another entity to check them immediately and properly.

IX. Copyright

1) The Contractor declares the data submitted by him are free of the errors of law and that he is the owner of the copyright within the scope of required Job Order.

2) Considering the fact the Contractor has no possibility to check the facts stated in the previous paragraph, the Client undertakes to compensate the Contractor if the Contractor is forced, which resulted from a breach of the Client's obligations, to execute the Job Order towards a third party. This kind of compensation is not subject to any limitations.

3) If not agreed otherwise within the contract, then no copyright or license agreement form a part of execution within the Job Order.

X. Business Secrecy

1) All the information obtained by one contracting party from the counterparty and that are understood as not normally available are subject to business secrecy of the counterparty and shall be understood as confidential.

2) Business secrecy constitutes, from the competitive point of view, significant, identifiable, valuable and within the business sphere normally unavailable facts facts related to the plant. The owner of such facts adequately safeguards in its own interest the confidentiality of this kind of facts. The business secrecy shall be understood especially as data, drawings, knowledge, procedures and other business and operational data.

3) Both the contracting parties undertake in order to protect the business secrecy to refrain from any actions or also omission, which would violate business secrecy of the counterparty. In particular, they are not allowed without prior written consent to disclose any information to a third party, i.e. the information obtained within the business negotiations of contracting parties or related to the execution of tasks resulting from the Job Orders and related negotiations. Both the parties declare they will use confidential information only to fulfil the obligations within their cooperation and execution of the Job Orders.

XI. Addresses, Contact Persons, Delivery

1) Both the parties are obliged to appoint employees responsible for the communication with the counterparty.

2) All the notifications concerning changes within specific Job Orders, materials used in these Job Orders, notifications, notices and terminations, etc. shall be sent to the addresses which were announced by the contracting parties within the negotiations on specific Job Order contract. And the

right of contracting party to send a letter also to the address registered to the counterparty name in the public register remains in case of letter delivery troubles unaffected.

3) Both the parties are obliged to ensure to be delivered the mail at the announced addresses. Thus, following the present conditions, the mail is understood as delivered also in such cases when the mail was returned as the addressee could not be reached at the announced address and/or the mail delivery was refused for any reason or the mail was not taken over within the lodging period when the mail was kept at the post office or for any other reasons. The date of delivery shall be understood as the announcement date of non-delivery notice of the post office to the sender, who is thereby informed on unsuccessful attempt to deliver the mail.

XII. Special Provisions Applicable to the Client as Being the Consumer

1) The Client who is the consumer is entitled to cancel the order without any penalties up to the moment when the goods have been dispatched. However, the Client is obliged to pay the cancellation charge amounting to the 50 % of the purchase price of the goods in the event when the goods have been produced in accordance with the specification submitted by him and shall be adjusted following this specification, and the production or modification of such goods has been already initialized. The Client shall be informed on possible initialization of the production or modification, which shall be done when the Contractor has received the notice of withdrawal and the Client shall be made aware of the obligation to pay the cancellation charge or of the possibility to ask the Contractor to finish the goods following the original order.

2) In the event when the consumer withdraws from the contract of purchase in case of an order made via a distance communication (E-mail)

2.1. The Client who is the consumer and his order was sent using the distance communication, is entitled to withdraw from the contract without giving the reasons, which shall be done within 14 days from the day of the goods takeover and considering the contract of purchase which include a few types of goods or delivery in parts, then from the day when the last delivered goods were taken over; in case of the contract of purchase which include regular and repeated delivery of goods, then 14 day period sill begin from the time the first delivery of goods was taken over.

2.2. The consumer who decides to withdraw from the contract of purchase is obliged to inform the Contractor sending a registered letter to the registered office of the Contractor or by e-mail to the following address: info@matrixmedia.cz. To comply with the period required for the withdrawal from the present contract, it shall be sufficient to send the withdrawal before the end of respective period. The consumer is obliged to return the goods to the Contractor within 14 days from the withdrawal.

2.3. If the consumer withdraws from the contract of purchase, the Contractor shall return him at the latest within fourteen days from the date when the notification on withdrawal has been delivered all the money including the costs of delivery that were received from him upon the contract, and payment of which shall be made in the same manner as when the Client paid the purchase price. Under the agreement with the Client the money may be returned also otherwise. However, the Contractor is not obliged to return the money to the Consumer sooner than the consumer delivers the goods to the Contractor or proves the goods were sent to the Contractor. The consumer is obliged to send the goods to the company registered office or deliver the goods personally.

2.4. In the event when the consumer has chosen other than the cheapest way of goods delivery offered by the Contractor, the Contractor shall return to consumer the costs related to the goods delivery in the amount which is equal to the cheapest offered method of the goods delivery.

2.5. The consumer is liable towards the Contractor only for the lowered price of the goods, which incurred as a result of the fact the goods were treated otherwise than it was specified considering the nature and characteristics of the goods. If the returned goods would be incomplete, damaged or visibly worn, the Contractor is entitled to claim the Client to be paid damage compensation.

2.6. The consumer is not entitled to withdraw from the contract of delivery of the goods that were modified upon the consumer wish or for him personally. This kind of goods shall be always understood as printed matter, photomural, sticker and photo picture, etc. printed upon the details

required by the consumer, as well as a subject individualized using the printing required by the consumer.

3) Quality warranty granted to the purchaser, who is the consumer

3.1. The Contractor is liable towards the Client, who is the consumer, for the fact the goods at the time of takeover are free of flaws, the Contractor is especially liable towards the Client for the fact the goods at the time of their takeover by the Client,

-has the properties which were agreed by the parties, and if an agreement is missing, the goods shall have such properties that were expected by the Client considering the nature of the goods and based upon the type of advertisement executed,

-the goods are suitable for the purpose stated by the Contractor or usually used in case of the same type of goods,

-the goods quality or finish shall correspond to the agreed sample or copy, if the quality or finish was determined upon the agreed sample or copy,

-the goods are in appropriate quantity, amount or weight and

-the goods meet the requirements of legal regulations.

3.2. The Client, who is the consumer, is entitled to exercise the right resulting from a flaw within 24 months from the date of the goods takeover.

3.3. If requested by the Client, the Contractor shall confirm in writing at which extent and what period of time shall take his duties in case of faulty performance. If not prevented by the nature of the goods, the confirmation may be replaced with a receipt which proves a purchase of goods and include required information.

3.4. If the goods do not have the above stated properties, than the purchaser may also require to be delivered the new goods free of flaws, if this is not inadequate to the nature of the goods, but if a flaw is related only to a part of goods, then the Client may require only the replacement; if this is not possible, he is entitled to withdraw from the contract. If, considering the nature of a flaw, it is excessive, especially if a flaw may be removed without undue delay, the Client is entitled to request a flaw removal which is free of charge.

3.5. The Client is entitled to request to be given new goods or replaced parts also in case of remediable flaws, if the goods cannot be properly used because of the flaws occurrence even after their repairs or due to higher number of flaws. This is the case when the Client is also entitled to withdraw from the contract.

3.6. If the Client does not withdraw from the contract or does not exercise its right to be delivered new goods free of flaws, to be given replaced part or repaired goods, it is entitled to request reasonable discount. The Client is entitled to be given reasonable discount also in the event when the Contractor is unable to deliver new goods free of flaws, to replace a part of the goods or repair the goods, as well as in the event when the seller fails to remedy within a reasonable period of time or if a remedy would cause to the consumer significant difficulties

3.7. If the Client exercises its right resulting from faulty execution, then the Contractor shall answer in writing to confirm when such a right was exercised, and confirms also the repair execution and repairing period.

4) In case of any complaints and proposals to initiate the out-of-court settlement of the consumer disputes, the Client may address its requests to the Czech Trade Inspection Authority (Českáobchodníinspekce) of ID-No. 00020869, with registered office in Praha 2, Štěpánská 567/15, postal code 120 00, www.coi.cz. The Client who purchased the goods via Internet is entitled in case of a dispute to address its requests also to the European platform which resolves the consumer disputes

on-line,

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> .

XIII. Other Provisions

1) Unless the Parties agree otherwise or the present Terms and Conditions provide for otherwise, the legal relations between the Contractor and the Client are governed by the Czech law, in particular by

applicable statutory provisions of the Civil Code. The Client and the Contractor hereby exclude the application of any Civil Code provisions that are inconsistent with the present Terms and Conditions.

2) Should any provision of the present Terms and Conditions be held or become invalid, the effectiveness of the present Terms and Conditions as an integral whole remains unaffected.

3) The present Terms and Conditions form an integral part of any and all contracts, orders, inquiries, offers, completion certificates. By signing or confirming each individual contract, order, inquiry, offer or completion certificate the Client expresses its agreement with the present Terms and Conditions, whereby the present Terms and Conditions become binding for any and all (including future) business relations (contracts, orders) between the Contractor and the Client.

4) Changes to contracts, confirmed orders or the present Terms and Conditions may be solely performed in writing and must be approved (confirmed) in writing by both parties.

5) The Contractor has the right to act unilaterally to change the present Terms and Conditions. Notice of any changes to the Terms and Conditions is given by publishing them on the Contractor's website and at the Contractor's business premises. Any changes to the present Terms and Conditions do not apply to any previously signed Contracts.

6) A Party's reply pursuant to Section 1740 (3) of the Civil Code with an amendment or a departure from the Terms and Conditions does not constitute an acceptance of the offer to close a contract regarding a specific Job Order, including even provided that it does not significantly modify the terms of the offer.

XIV. Data Backup

1) Any and all printing data provided by the Client are backed up by the Contractor for the period of 30 days from the agreed Job Order delivery date, 6 months from the agreed Job Order delivery date for vehicle wrapping. Should the Client request a data backup period longer than the period specified above, then the Client is required to pay a lump sum of CZK 150.00 (plus VAT) for each Job Order to the Contractor.

XV. Effectiveness

1) The present General Business and Production Terms and Conditions become effective on 15.4.2016.

Enclosure: Requirements for the preparation of documents for large format digital printing

Requirements for the preparation of documents for printing:

DATA MEDIA:

FTP: access information will be sent at your request

E-MAIL: more themes must be packed into a ZIP file, send larger data via online storage

USB Flash Disc

COLOUR:

CMYK colour model

Do not use colour profiles (turn off ICC profiles)

BLACK COLOUR – If you want the result to be really deep black colour (e.g. text), be sure to set the 100% black / please re-colour the black areas and texts to verify the settings for our printing machines 50/50/0/100

COLOUR REQUIRED BY THE CLIENT - Pantone or CMYK composition must be specified

COLOUR SCHEME REQUIRED BY THE CLIENT - a colour proof copy or cromalin must be provided

Supported programs and file formats:

- PDF – closed format—we prefer this type; it is suitable to save PDF files in PDF 1.3 format (Acrobat 4.0) with compressions off (do not leave the common setting optimized for “screen” –this quality is unsuitable for print output and usually in RGB). Prepare the files as composite (with extracts disabled). The file must include all fonts used (embedded). If possible, avoid direct export to PDF – although the majority of applications support saving directly to PDF, we recommend to create PDF by saving to PostScript and creating PDF with Adobe Distiller. (This method is more complicated, but it’s the safest in terms of print data faultlessness.)
- PDF (printing multiple layers of white / varnish) – it is necessary to turn separations on. White colour / varnish must be set as spot colour with overprint
- TIF – flattened
- INDESIGN – We do not accept open data as a print file
- BLEED - 5mm with standard themes
- BLEED – up to several cm e.g. Rollups, themes with tunnels etc. - should be consulted prior to preparing graphics

- **Vector graphics:** Adobe Illustrator, version CS6 - AI, EPS, texts always in curves, we do not accept CDR
- **Bitmap graphics:** Adobe Photoshop up to version CS6 – TIF, JPG, EPS; these files can be supplied with compression, but always with maximum quality transfer (LZW, JPG MAX)

Shape cut graphics:

If a cut-out extends into the theme, this theme must be increased by 5mm beyond clipping path.

Clipping path must be a closed curve formed as a pen by hand, with the lowest number of points possible (i.e. not curve created by quick tool or by converting bitmap to vector). Deliver in PDF format, as follows:

1. First page - graphics without clipping path
2. Second page - separate clipping path
3. 3rd page - graphics with clipping path

IMPORTANT INFORMATION / file names:

Without diacritics and other marks; underscore, dash and space, respectively combination of uppercase and lowercase letters are permitted; brief description up to 30 characters. Mark the name, size, reduction ratio

File name example: PredniStena_8500x600mm_1ku2

- Do not add unnecessarily high data resolution; see "Recommended data resolution"
- Do export from CDR to PDF - transparent transitions, after export check rasterizing in Photoshop at best
- Colour register always without overprint
- Dataset by e-mail must be compressed as ZIP file
- Always send different data dimensions as a solo file, i.e.: one file must not contain a multi-page PDF of different data dimensions, nor more prints (formats) in a single page file (mostly exported files from CDR)
- Distribution lists or other relevant information to the job order created in Excel must always form the printable area of the page/ pages, so that it can be easily printed without our intervention and thus possible loss of some important information.

RECOMMENDED DATA RESOLUTION 1:1

(When less visible distance should be consulted prior to preparing graphics)

Up to 1m² | 300DPI

1- 4m² | 150DPI

4-8m² | 80DPI

8-20m² | 30-50DPI

20-40m² | 30DPI

Over 40m² resolution is determined individually - we recommend consultation before preparing graphics.

If the documents are not prepared in accordance with the above requirements, we are forced to return data to proper reprocessing that can move a pre-arranged contract completion date. For the work of adjusting graphics in our design studio we charge a fee of 250 CZK/20 min beyond job order data check.

Job order data check:

Job order calculation is valid at data delivery; see the document "**Requirements for the preparation of documents**".

This calculation includes:

- 1 x check with report for correction
- 1 x correction check
- Max. 20 min of graphic work

The calculation does not include

- Multiple checks of faulty documents
- Additional proofreading of documents
- Graphics creation or additional graphics creation
- Background check of documents that are not delivered in supported data format despite notice with a time overlap of 20 min