

General Business Terms and Conditions PBtisk a.s.

I.

Preamble

The general business terms and conditions hereunder are governed by the relations between third parties (hereinafter referred to as the Customer) and PBtisk a. s., with registered office in Dělostřelecká 344, 261 01 Příbram, ID (Reg) No.: 48 24 46 27 (hereinafter referred to as the Company) when performing their specific contractual obligations regarding deliveries of periodical and non-periodical publications according to the relevant orders and concluded agreements when the Customer acts as the ordering party of printing products and the Company as the contractor of these products.

A precondition for the Company to conclude and perform any agreement for a specific delivery is the acceptance of these general business terms and conditions by the Customer.

II.

Terminology

§1 Data for the purposes of these general business terms and conditions means information specifying publications for printing in a standardised format which is defined in Chapter IV, Delivery of Data, § 1.

§2 An error in the data means a flaw in the delivered information and parameters which, when applied, results in the printing and bookbinding not fully complying with the client's requirements. A data error means errors in the text, minor dimensional differences such as differences in shades of colour.

§3 The registered office means the premises at the address of Dělostřelecká 344, 261 01 Příbram ? Balonka.

§4 Publication means any printed products resulting from the Company's business activity.

§5 The commission means performing the agreed work and producing the specific publications according to concluded contracts or according to the confirmed binding offer.

§6 The price of the publication means the sum determined by the ratio between the price of the commission, excluding VAT, according to the concluded contract and the number of finished publications according to the concluded contract.

§7 Completion of the commission means the production of the entire agreed amount of publications, or the early completion of the contractual relationship under provision VI of these contractual terms and conditions.

§8 A flaw in a finished publication means inconsistency between the specifications according to the Customer's order (Article III), especially in accordance with technical data under Article IV (written specifications, production templates), and the facts.

§9 A binding order means an order made in a printed form specified by the Company in which the Customer declares that he agrees with these business terms and conditions.

III. Order

§1 The Customer may order goods from the Company by phone or in writing. In the event of a verbal order a master agreement must exist between the Customer and Company taking into account the business relations of the parties involved.

§2 Besides the identification of the Customer, the order must contain data specifying the required commission, especially:

- the title of the publication
- required quantity of the publication
- format¹ and number of pages of the publication
- the material used to produce the publication
- colour scheme (state the printing density only in black-and-white publications without pictures)
- binding²
- material design (surface finish, cutting, etc.) any other required, especially technical, data for its printing requirement specifications
- date of the required completion of the commission

- date and form of data delivery
 - price based on previous tender proceedings, or reference to it (price quote number)
 - specifications whether the Customer wants the finished publications delivered to the place of destination or will collect them at the Company's registered office
 - if the Customer wants the finished publications delivered and specification of the place where they are to be delivered after production
 - data whether the Customer is a VAT payer or not
 - data whether the Customer shall perform a check during the production of the publication
 - any difference between the invoicing and delivery address
1. *The relation between the abbreviations of the standardised format, such as A4, B5, and the metric values is defined in standard ČSN EN 644*
 2. *The abbreviations of the types of binding, such as V2 and V8, are used in the company according to the repealed standard ČSN 883750*

§3 In the event that the order does not contain the data under letter o), it is deemed that the Customer does not want to be present during the production of the publication.

§4 In the event that the order does not contain the data under letter l), m), as applicable, it is deemed that the Customer shall accept the finished publication at the Company's registered office.

§5 In the event that the order does not contain the data under letter j), it is deemed that the date of delivery of the data is identical to the date of delivery of the order.

§6 If the order does not contain the data under letter a) to h), it shall be considered incomplete. It shall not be possible to perform the binding offer under such an order and the Customer shall be asked to amend his order.

§7 If the Company does not respond to the receipt of a binding order, it is deemed that the order is accepted. If the Company's response is negative ? i.e. non-acceptance of a binding order ? the Company shall notify the Customer of

this fact. This notification shall be reported to the Customer by the nearest possible date by phone and subsequently delivered in writing, either by post, fax or e-mail.

§8 After receiving any other order, the Company shall ask the Customer to send a binding order, or shall draw up a specific draft contract based on the offer.

In the event of acceptance of the binding order (article II, §9) it shall suffice to confirm such a binding order with the Company to conclude a contract.

IV.

Delivery of Data or Own Materials for Production

§1 After concluding the contract regarding the specific order, the Customer shall deliver to the Company's registered office data or his own material on the date in the confirmed order.

The data delivered must comply with the following parameters:

Data requirements

- composite PDF file created by Adobe Acrobat Distiller; best of all file PDF – X/3
- resolution: minimum 2 pixels on a raster line; however a maximum of 1.5 times the minimum resolution. Unless the Customer wishes otherwise, the raster density is defined according to the following table:

Type of paper	Raster density used
Glossy coated	175 lpi
Matt coated	175 lpi
Wood-free white offset paper	133 lpi
Wood-free yellow offset paper	133 lpi

Table 1: raster density used for various types of paper

- without using trapping (shall be defined by the Company just before RIPPING data)
- title of ICC ? profile that was used to transfer from RGB colour space to CMYK colour space (the profile must always be used which complies with

the conditions of printing at PBTisk s.r.o. This current profile can be downloaded at www.pbtisk.cz, or e-mailed to the Customer at his request.)

- OPI must be delivered with the data
- all fonts must be inserted
- the overall tone value may be a maximum of 340%
- trimming must be set at 3mm
- the bleed box and trim box must be defined
- the number of pages must correspond to the number of pages in the order; all the pages must be contained in the document ? and flyleaves

§2 There is a manual available to the Customer for creating digital templates for offset printing specified in §1 of this article entitled ?Směrnice pro přípravu dat pro ofsetový tisk? (Offset Printing Data Preparation Guideline) which the Customer may download at www.pbtisk.cz, or is e-mailed by the Company to the Customer at his request.

§3 Responsibility for the appearance of a moiré pattern with the use of digital templates is borne by whoever digitised the data. When using films as print templates the Company recommends that the Customer produces a classic flat proof directly from the print templates to determine whether the risk of a moiré pattern is minimised.

§4 If the data does not correspond to the above parameters the procedure taken should be under article V of these general business terms and conditions.

§5 When printing black-and-white publications, the Company strongly recommends that the Customer specifies the density of the black ink used for printing the publication. The Customer must state this information for the Company in the order. At the Customer?s request, the Company may lend the Customer its pattern books for this purpose. If the order shall not contain information about the density, the Customer shall leave the choice of this printing parameter to the Company.

§6 For the purpose of subsequent contractual relationships, data are deemed delivered the instance that the Customer delivers them to the Company?s registered office according to the specifications and in the scope according to the binding order on one of the following data carriers ? CD-R/RW, ZIP 100/250, DVD-

R/RW, USB – Flash disk, or upon prior agreement with the Company, on a different carrier. The Customer can also deliver data via ftp-server to the Company. If the Company's server is used for delivery of data, the Customer must request the access passwords. If using a different server than operated by the Company, the Customer must allow the Company to download the data. Data shall be deemed delivered the instance the Company receives advice from the Customer that the data has been saved on the ftp-server.

§7 If the Customer does not deliver the data according to the specifications and scope stated in the binding order and in the manner stated in this article of the general business terms and conditions, he shall be in delay, so the date of completion of the commission according to the confirmed binding order shall be extended by the period of his delay.

§8 Part of the delivery of the data and material for production is a questionnaire in which the Customer shall specify further handling of data and their carriers for the printing and production of the commission. In the event that such a questionnaire is not completed, the data for performing the commission shall be destroyed at the expense of the Company. This questionnaire can be freely downloaded at www.pbtisk.cz, or sent to the Customer at his request. If the Customer asks the Company to archive the data after the commission is performed, the Company shall follow the relevant archiving regulations for handling such data and their carriers.

§9 In the event that due to the Customer's delay with delivering the data, the date of the production of the commission is moved forward in the way which proves economically detrimental to one of the contractual parties for performing the commission, that party may withdraw from the order immediately by notifying the other contractual party in writing no later than on the day of delivery of the data to the Company's registered office. The contractual party shall notify the other contractual party firstly by phone and then in writing.

V.

Checking Data

The Company shall check the data it receives from the Customer. In the event that their content is shown to contain errors, the Company shall immediately inform the Customer. Although the Company uses the latest checking mechanisms, the Company cannot guarantee that all flaws contained in the Customer's data for printing shall be detected. Despite the check, the Customer

shall be responsible for error in the delivered data that the Company's check does not detect.

If the Customer shall insist on printing despite being informed of detected errors, he must do so in writing. In the opposite case, the Customer shall deliver new data, while the date of the production of the commission under the concluded contract shall be extended by the period of the delay of delivery of the data, as well as the period until the Company receives written confirmation that the printing of the erroneous data shall take place, when, for the purpose of the concluded contract, the instance of the delivery of data shall be deemed the instance when the corrected data shall be delivered. In the interest of speeding up production, the Company can correct the data alone so the data is fit for printing. In the event that the Company shall not receive an accurate description of the resulting product from the Customer, the Company shall not be responsible for the characters of the data corrected by the Company not complying with the Customer's ideas.

VI

Process of Production

§1 If the data complies with all parameters and does not contain errors, or the conditions stated in article V of these general business terms and conditions, the Company shall begin production of the commission according to the concluded contract.

In the event that the Customer asks to be present during the production of the publication in his order, the Company shall inform him of the start of the production operation sufficiently in advance, however at least 24 hours in advance. The Customer shall sign the checked partial product. Its parameters shall be binding for further production. If the Customer asks to be present during production of the publication and does not arrive at the arranged time, the Company may start production of the publication in the absence of the Customer. However if the Company decides to wait for the Customer to arrive, the period is extended up to the time the Customer arrives and the period agreed for the completion of the work, and the Company shall be authorised to charge the Customer for machine idle time.

§2 After the printing, and before the bookbinding, the Company shall send the Customer the proof sheets for his approval. The Customer shall inform the Company that he has received the proof sheets within 24 hours and that they are

alright and the Company shall continue with further production of the commission. The proof sheets are sent abroad only upon request. If the Customer detects a flaw in the proof sheets he shall inform the Company of this fact immediately. In this case the procedure taken is according to §3 and §4. In the event that the Customer shall not respond to the Company's request for approval of further work within 24 hours after sending the proof sheets for approval, the Company shall deem this a fact that the Customer has no objection to the start of the bookbinding.

§3 In the event that a character of the product shall appear later that does not correspond to the Customer's ideas and this inconsistency could have been pointed out by the Customer when approving the proof sheets, and the Customer asks these characters are changed the extra costs related to this shall be covered by the Customer.

§4 All flaws of the product detected by the Company during its production are immediately reported to the Customer. If it is found that the detected flaw was caused by an error made by the Company, it shall rectified it at its own costs. If data errors are not detected in accordance with article V, it shall not be deemed an error made by the Company.

§5 In the event that the Customer finds that the publication does not comply with his ideas, it does not contain any flaws and is not inconsistent with the order he may stop the production of the publication at any stage of production and ask for a change to the parameters of the publication, or its new production. In this case, the Customer shall cover all the extra costs related to this.

§6 The dimensional tolerance during bookbinding is +/- 1 mm on each side. For the quarter binding, the tolerance is +/- 3 mm from the binding of the front and back material. For more complicated bookbinding processes (quarter binding, flexo, spiral), the tolerance corresponds to the used production technology and the tolerance of the machine equipment (according to the technical specifications of the machine manufacturers).

§7 In the event of commissions involving bookbinding of delivered proof sheets when the bookbinding folders are not marked by a spine mark allowing a check of the sequence of the sheets, the Company shall be authorised to deliver up to 10% less of the products than the above required total print-run.

§8 In the event of only bookbinding, the requirements for additions for bookbinding are 10% of the total print-run. If the addition shall be delivered as lower, the contractor's sales representative shall need to be informed before production and an agreement reached to deal with this insufficient addition. If the ordering party of the bookbinding does not do so and this insufficient addition shall not be dealt with the contractor, it is possible for the contractor to deliver a print-run lower than the total print-run of 10%.

§9 The Customer shall always deliver a dummy for bookbinding as an example of the sequence of pages in order to exclude the error of the wrong sequence of pages by the contractor. In the event of a version a dummy is required for each version.

§10 In the event that the Company performs the bookbinding of the sheets and covers delivered by the Customer, the sheets and covers delivered by the Customer must contain crop marks with a 3mm safety zone. In the event that the delivered material does not comply with such requirements, the Company shall not be responsible for flaws in the bookbinding caused by this.

§11 Should the order not match the dummy or the crops for the product, the contractor shall not perform the work until such time when the fact is confirmed with the Customer. The date shall be extended for performing the work by the period (from asking the Customer until the receipt of his opinion). If the Company performs the work without the Customer's opinion, it shall respect the content of the order.

VII

Completion of a Contract and Acceptance of Good

§1 In the event that the Customer arranges the transport of the finished publications, the Company will ask him to collect the finished publications at its registered office.

In the event that the date of the actual completion of the commission differs from the date stated in the contract, the Company shall inform the Customer of this fact without undue delay once it learns of the expected change of the date.

§2 In the event that the Customer is obliged to collect the finished goods at the Company's registered office, he must do so within 5 days at the latest as of the day stated in the contract as the date of completion of the commission, and, in the event of the Company's

delay in completing the commission, within 5 days at the latest as of the day when he is informed as being the day of the completion of the commission.

§3 If the Customer is in delay of accepting the finished publication, the Company shall not be in delay of completing the commission.

§4 The Company may issue the finished goods to the Customer according to the concluded contract provided that he pays his dues owed to the Company. The Company shall not be in delay with the completion of the commission according to the concluded contract throughout this period.

§5 The Customer shall confirm acceptance of the finished publications for the Company on a delivery note or confirm this fact on the transporter's delivery note. In the event he does not intend to do this the Company shall be authorised to refuse to issue the finished publications, while the Customer shall be in delay of their acceptance in such an event.

§6 The Customer shall not be obliged to accept flawed publications from the Company if the Company has caused their flaws. In such an event the Company shall be in delay of completing the commission.

§7 In the event that the Company delays with the completion of the commission, it shall pay the Customer a contractual fine of 0.05% of the price of the unfinished publications for each day of delay. The Customer must enforce this claim from the Company within 30 days at the latest after the dispatch of the first copy of the publication in writing, otherwise it shall expire.

VIII

Commission Price

§1 The price of the commission means the price according to the concluded contract. In the event that by an oversight, it is not specified in the contract whether the price is with or without VAT, it shall be deemed that the price is without VAT.

§2 The packaging, especially the Euro-pallets and wooden frames, is not included in the price of the commission and shall be charged separately from the price of the commission by the Company, or shall be settled by an exchange of the same.

If, there is a change in the calculation inputs after the contract is concluded, the Company shall be authorised to unilaterally increase the price of the commission against the concluded contract by the increase of the price of these inputs. It

must inform the Customer of such an increase immediately, and the Customer may ask the Company to furnish proof that there really was an increase in the calculation inputs.

§3 Once the commission is completed, the Company shall be authorised to make out an invoice for the Customer for the price of the commission, or for a further sum in accordance with the concluded contract and these general business terms and conditions. The due date of such an invoice or invoices shall be 14 days unless the parties agree otherwise in writing. The Customer shall settle his dues to the Company according to the made out invoice within the due date. The Company shall not be authorised to make out an invoice for the price of the commission in the event that the Customer justifiably refuses to accept the finished publications. A justified refusal is defined in article VII, §7 of these general business terms and conditions.

§4 In the event that the Customer shall delay payment of the price of the commission (including VAT) according to the invoicing, he shall pay the Company a contractual fine of 0.05% of the outstanding sum for each day of delay. The Company reserves the right to enforce damages as a result of delayed payment.

§5 The Company may issue the finished commission to the Customer according to the order provided that he settles his obligations due to the Company. During such time the Company shall not be in delay with finishing the commission according to the Customer's order.

§6 If the Customer delays the payment or distraint has not been cancelled even from third parties or financial circumstances have got substantially worse, or if the Company learns of the Customer's bad financial circumstances, the Company shall be authorised to relinquish the Customer's orders if these have not yet been met. In the event of a delay in payment, the Customer's payment of commissions that are still not due shall become due immediately.

§7 The ownership of the finished publications is transferred to the Customer, unless the parties agree otherwise, the instance that he pays the price of the commission according to the made out invoice. If the Customer does not pay the commission, the finished publications shall remain in the ownership of PBtisk a.s.

IX

Resolution of Disputes

§1 In the event that the Customer, upon completion of the commission, in accordance with provision VII, §6 of these general business terms and conditions justifiably refuses to accept the finished publications, he shall be authorised to either withdraw from the concluded contract, or demand fulfilment of the Company's commitment. He shall inform the Company of his choice immediately. If the Customer does not express his opinion without delay, it shall be deemed that he insists on the execution of the commission and the Company shall complete the commission by the nearest possible date so the Customer may accept the finished publications. The Customer may not justifiably change his opinion, so the choice of one claim means the end of the possibility of the choice of a second claim.

§2 In the event that a dispute arises, as to whether the flaws pointed out by the Customer are flaws in accordance with provision of article II, §8 of these general business terms and conditions, or whether these are shortcomings in the publications caused by the application of the data delivered by the Customer during production, the contractual parties shall, upon mutual agreement, invite an expert in the field, to express his opinion of this issue. The contractual parties shall respect the conclusions of this selected expert. The costs of drawing up an expert opinion shall be covered by the contractual party whose assertion is shown to be false in accordance with the expert's conclusions.

§3 The Company and Customer concurrently declare that their mutual rights and obligations shall be governed by the rule of law of the Czech Republic and the Company's local common court of jurisdiction for the case shall deal with any disputes.

X

Force Majeure

§1 External events which could not be prevented or foreseen, such as a war, strike, lockout, uprising, natural disaster, disruption of operation and transport, as well as state intervention, discharge the contractual partner concerned, within their scope and for their duration, from the fulfilment of his obligations arising from these general business terms and conditions. In such cases the Company and Customer shall immediately inform each other to what extent it is possible to make up the time lost due to a possible outage.

XI

Final Provisions

§1 These general business terms and conditions govern the mutual rights and obligations of the Company and Customer, unless the contractual parties have agreed otherwise in the concluded written contract.

§2 Unless agreed otherwise in these general business terms and conditions and the concluded contract, the mutual rights and obligations of the contractual parties are governed by the provisions of Act No. 513/1991 Coll., as amended.

§3 The Company shall respect valid ČSN standards when performing the commission according to the concluded contract.

Příbram, 24. 2. 2013

PBtisk a. s.