Orders processing regulations

I. Initial Provisions

Orders are made by Adsystem Ltd. with its registered office in Bielany Wrocławskie, at Atramentowa Street 11, 55-040 Kobierzyce, Republic of Poland. VAT number: PL8942678597, REGON number: 932660597, KRS number: 0000229449.

II. Definitions

Whenever the following terms appear in these Regulations, it should be understood accordingly:

1) Adsystem - Adsystem Ltd. with its registered office in Bielany Wrocławskie, at Atamentowa Street 11, 55-040 Kobierzyce, Republic of Poland. VAT number: PL8942678597, REGON number: 932660597, KRS number: 0000229449.
2) Regulations - these Regulations for placing and processing orders.
3) Customer – an individual (a consumer), legal person or organizational unit without legal personality indicated in the order and VAT invoice.
4) Agreement - a purchase and sale agreement concluded between the Customer and Adsystem Ltd.
5) Order - Customer's declaration of intent submitted via e-mail, aiming directly at the conclusion of the contract for the sale of the Good.
6) Goods - products in the Adsystem Ltd. offer.
7) Proof of purchase - VAT invoice, transfer confirmation or legible copy.
8) Consumer Rights Act - the Act of 30 May 2014 on consumer rights
9) Personal Data Protection Act - the Act of May 10, 2018 on the protection of personal data

III. The ordering procedure

1. The Customer entitled to place an Order has full legal capacity, and in case of a Consumer (an individual), The Customer is an adult person.

2. In order to place an Order, the Customer must read these Regulations enabling the conclusion of the Agreement. Placing an order is tantamount to acceptance of these regulations.

3. The order should contain the following data: the name and surname or name of the Customer with the exact address, VAT Number or equivalent, and the description of the ordered Goods by indicating its type, name, quantity, place and terms of delivery or receipt of the goods.

4. The Customer places the order electronically by e-mail sent to the e-mail address indicated on the Adsystem website. The Adsystem also allows other forms of written communication with the Customer, including via MMS, WhatsApp, Messenger,etc. The Customer may send orders, files, and other information by using the above media.

5. After placing the Order, Adsystem sends to the e-mail address provided by the Customer the order generated from the system and the order details including:

a) Order number,
b) Customer Data,
c) Delivery address,
d) Parameters related to the selected Good or service,

If aforementioned information wasn't sent to the Customer, it means that the order has not been accepted.

6. In order to start production, the Customer accepts the terms of the order described in point 5, prints and signs them by hand, and then sends the signed signature by scan to the e-mail address of the person responsible for the order. Each order will be legibly signed by persons acting on behalf of and for the Ordering Party in accordance with the representation according to the National Court Register (KRS) or owners of sole proprietorship, or other persons authorized by the abovementioned persons in writing. The goods are issued to the Purchaser on the same terms.

The implementation of the accepted order begins immediately after receiving the order prepared in this way or after making a payment to the Adsystem's bank account if prepayment is required.

7. The Adsystem reserves that the deadline for carrying out the order may be precisely determined only after providing the Contractor with all formal (e.g. Customer data, delivery address, billing address) and substantive (graphics, design) parts of the order.

8. The Customer is not entitled to withdraw from the contract if the subject of the service is a non-prefabricated item, manufactured according to the Customer's specifications or serving to satisfy his individual needs (products manufactured on the Customer's individual order, manufactured according to the specification chosen by the consumer etc.).

9. The Buyer declares that he undertakes to use the Goods in accordance with their intended purpose under the risk of loss the warranty.

10. Changing the delivery address by the Customer after confirming and accepting the order is possible only if Adsystem is informed via the e-mail message about the new delivery address, but no later than one business day after the Customer accepts the order in accordance with point 6. The condition of making a change to the delivery address is the confirmation from Adsystem and may result in the postponement of the date of shipment and delivery.

11. Adsystem may suspend the execution of the order in the event of doubts as to the veracity of the Buyer's data used in the order or / and lack of required payment.

12. At the time of starting production of the order by Adsystem, the Customer may not withdraw from the contract or in any other way evade its performance.

13. Adsystem is not responsible for delays in the execution of Orders resulting from factors beyond its control: fires, floods, natural disasters, strikes, wars, breakdowns of energy and telecommunication networks, delays during transport and other random events.

14. Individual orders (in particular: graphics, stands or constructions) are produced according to the dates individually agreed with Adsystem during the ordering process. In the event of changes to projects previously approved by the Buyer, for subsequent changes, before starting the production process, Adsystem reserves the right to charge an additional fee of 15% of the order amount. Changes to the order may result in postponement of the delivery, shipping and delivery dates.

15. Adsystem reserves the right to perform full orders, however, at the explicit request of the Customer, Adsystem may agree to partial execution of the order, if this does not cause excessive economic and time costs for Adsystem and if the order can be produced in parts.

IV. graphics

1. Orders of graphics are carried out in accordance with point III of the Regulations, taking into account the following provisions.

2. The processing time for graphics order is counted from the moment of positive verification of files sent by the Customer by the Adsystem graphic designers department.

3. If corrections are necessary, the corrected design is sent to the Customer for approval. In this case the delivery time is counted from the moment when the Customer accepts the suggested changes.

4. Adsystem reserves that the final effect of the graphics may be divergent with the original design within 10% in terms of colors or size. The mentioned discrepancy may be result of the technologies used to produce graphics.

5. The customer is responsible for the content of the ordered graphics. By accepting graphic corrections and not making any suggestions, the Customer sends the acceptance via e-mail to Adsystem and from that moment the Customer bears responsibility for any errors in the finished graphics.

6. Ready graphics are sent via courier companies. The delivery time is different according to the delivery address. The countries are in different zones according to courier companies. It is required to confirm the approximate delivery date with the Adsystem website or person responsible for processing the order. Deliveries are made on business days. Delivery on Saturday outside Poland in many cases is not possible.

V. Price

1. The price list presents the net prices of the Goods. The goods and services tax will be added to the prices in the price list according to the rates in force on the day of issuing the invoice.

2. The price of the Good is binding when the Customer places the order. The product price may be temporarily reduced due to periodic promotional activities conducted by Adsystem.

3. The price of the goods does not include the costs of shipping the Goods. The price list for transport depends on the type and quantity of the ordered Goods and each time is confirmed individually with the Customer.

4. Adsystem reserves the right to change prices, introduce new Goods and withdraw the Goods on offer, carry out and cancel promotional campaigns or make changes to them - a change in the price of the product does not apply to goods already ordered, but not yet delivered.

VI. Terms of payment

1. The price is paid by the Customer on the basis of a VAT invoice issued by Adsystem, which is issued and sent to the Customer in an electronic form to the e-mail address provided by the Customer, to which the Customer agrees, before proceeding with the order. Adsystem will issue a VAT invoice for the execution of the order after receiving a signed confirmation of receipt of the goods by the customer or after posting the shipment in case of shipping by courier. The advance invoice is issued by Adsystem on the day when the advance is booked to Adsystem bank account.

2. The customer is obliged to pay the price within the time limit indicated on the VAT invoice by bank transfer to Adsystem's bank account, unless the Adsystem invoice contains another form of payment (cash or collection).

3. In case of prepayment, correct and timely payment for the order will start the processing the Agreement.

4. The Customer's payment is credited to the Adsystem bank account as the day of payment. In the case of cash payments, the payment is considered to have been made at the time the Adsystem issues confirmation of payment acceptance.

5. In the event of granting the Adsystem trade credit to the Customer, Adsystem is entitled to demand prepayment of part of the price in the appropriate amount and within the time limit indicated by Adsystem. In such situation, Adsystem's accession to the Agreement depends on the prepayment. A delay in prepayment lasting more than 14 days entitles Adsystem to withdraw from the contract and does not result in any claims for the Customer.

6. If the Customer fails to make the payment on time, Adsystem may:
- Cease the order and further deliveries,
- Include the existing payments to cover the earliest due,
- Demand from the Customer interest for late payment in the statutory amount,
- Take the necessary actions to recover the outstanding amounts.

The costs of such activities are borne by the customer.

VII. **Delivery**

1. Deliveries are made through courier companies cooperating with Adsystem or through transport ordered by the Customer.

2. Transport is carried out at the expense of the Buyer.

3. Goods can also be picked up personally by the Customer or by an authorized person at the place and time indicated by Adsystem, after prior arrangement.

3. Deliveries are made to the Customer's address indicated in the Order.

4. The Customer is obliged to check the received Goods at the time of delivery for mechanical damage to the shipment, contents of the shipment, completeness of the shipment, compliance of the received goods with the subject of the Order and in terms of the quality of the goods received in the presence of a courier company representative. Discrepancies should be noted in the minutes. Adsystem is not responsible for damage to goods caused in transport and for its loss or delay in delivery by courier.

5. In case of damage or shortage described in point 4. the Customer has the right to:

a) Refuse the parcel - the Customer should immediately notify Adsystem by e-mail about refusing to accept the parcel.
b) Accept the parcel (with the payment on delivery, in case of choosing this form of payment) and simultaneously writing - together with an employee of the courier company - a complaint protocol (damage report) containing the description of inconsistency. The Customer should fill and sign the report in two identical copies in the presence of an employee of the courier company.

6. When making personal pickup of the Goods at the place indicated by Adsystem, the Customer is obliged to check the contents of the package in terms of compliance of the received goods with the order and in terms of quality of the received goods. Subsequent complaints arising from the negligence of this action will not be considered.

7. In the case of personal pickup, the Customer is obliged to collect the order on the date set by Adsystem with the Customer. Lack of collection on the indicated date may cause Adsystem to charge the Customer with the costs of storing products.

8. Dates of printouts, graphics and other Goods according to the Customer's specifications (on individual order) are subject to individual arrangements. Adsystem reserves that the deadline for completing the order may be specified only after providing the Contractor with all formal (e.g. customer data, delivery address, invoice address) and substantive (graphics, design, dimensions, specifications) elements of the order.

9. Adsystem reserves the right to change the price for transport after preparing the goods for shipment, if it is necessary to change the number of packages due to its size, their weight and the general principles of health and safety for employees of Adsystem and courier companies.

VII. Risk and transfer of ownership

1. The risk of damage, destruction or loss of the Goods shall pass to the Customer upon receipt of the Good to the Courier from Adsystem or upon delivery of the good to the Customer in case of personal collection.

2. The goods remain the property of Adsystem until the Customer pays the full price. Such goods may not constitute a lien or any other security for the Customer.

VIII. Warranty

1. Adsystem disclaims its liability under the warranty to Customers who are not Consumers.

2. Adsystem guarantees that the Goods supplied by the Company are free from material and production defects. Warranty periods for individual Goods:

- for all prints - 1 year
- for constructions - 2 years

3. Adsystem is liable under the warranty if a physical defect is found within two years from the date of delivery of the Good.

4. If the manufacturer grants a guarantee for the purchased Goods, the period, content of the guarantee and the manner of its implementation are set out in the manufacturer's warranty statement. The warranty period begins on the date of purchase of the Good.

5. If the Customer finds a defect in the purchased Good, the Customer decides about the choice of realization of his claims related to the defect (warranty or guarantee).

6. Adsystem shall not be liable for defects resulting from unauthorized, inadvisable or improper use, intentional damage, neglect, incorrect environmental conditions, non-compliance with Adsystem instructions (oral or written), modifications, including in particular assembly systems modification or repair of goods performed by third parties without the consent of Adsystem.

7. The customer is obliged to notify by e-mail the person responsible for the implementation of the order about the defect of the Goods, with a detailed description of the defects and photographies, no later than the seventh day after the delivery of the Goods.

8. Damaged Goods has to be sent to Adsystem. Goods should be properly secured and packed in a way that allows their safe transport. Returned Goods should be properly marked with the code indicated by Adsystem. The customer should inform Adsystem about the date of shipment and the estimated delivery date. Goods that are inadequately secured and not marked will not be accepted by Adsystem and will be sent back at the customer's expense.

9. The Customer shall send the defective Goods at his own expense. The returned (fixed or replaced with new) Goods are sent by standard parcel. Adsystem does not cover the cost of non-standard shipments (e.g. express) in complaint procedures.

10. Adsystem allows the possibility of considering complaints based on photographic documentation. The Customer sends photos of the complained Goods by e-mail with a description and proof of payment to the e-mail address of the person responsible for the order. In such case the goods do not have to be sent back. The use of the above solution should be agreed with Adsystem.

11. Goods in which the Customer detects a defect and makes a complaint / warranty cannot be used by him until the complaint procedure is completed.

12. If the complaint / guarantee procedure shows that the Goods are defective, Adsystem (according to its own choice) will provide the Customer in place of the defective product Defect-free Goods or remove the defect, unless in agreement with the Customer the price for the defective Goods will be reduced by Adsystem in proportion to existing and documented product defects. Adsystem will respond to complaints within 14 days.

13. Delivery of defect-free goods or removal of a defect will take place as soon as possible, taking into account the nature of the defect. The Adsystem will notify the Customer about the deadline immediately after determining the type of the defect and how to resolve the complaint.

14. The delivery of goods free from defects is carried out by standard parcel at the expense of Adsystem to the address indicated by the Customer.

15. The customer has no right to compensation for lost profit arising from the implementation of the complaint procedure.

IX. Information clause

The administrator of your personal data is Adsystem Ltd. with its registered office in Bielany Wrocławskie, at Atramentowa Street 11, 55-040 Kobierzyce, Republic of Poland. VAT number: PL8942678597, REGON number: 932660597, KRS number: 0000229449.
Contact by phone: +48 672 672 000, e-mail: office@adsystem.pl and export@adsystem.pl (hereinafter: Adsystem Ltd.).

For what purpose and on what basis do we process your data?

Your personal data will be processed for purposes related to the conclusion and implementation of this Contract and for marketing purposes of Adsystem Ltd. The legal basis for processing your personal data above purposes is art. 6 clause 1 lit. b) and art. 6 clause 1 lit. f) GDPR. The legitimate

interest of Adsystem Ltd. is marketing your own products or services. Providing your personal data is not mandatory, but necessary to achieve the purposes mentioned above.

Adsystem Ltd. will transfer your personal data to other recipients entrusted with the processing of personal data on behalf of and for the benefit of Adsystem Ltd. In addition, Adsystem Ltd. will share your personal data with other recipients, provided that such an obligation results from legal provisions.

Your data will not be transferred to third countries and international organizations.

How long will we process your data?

Your personal data will be processed during the period of cooperation and after its completion for the period provided for by law, including the provisions of the Civil Code and the Accounting Act.

What are your rights

You have the right to:
• access to your personal data and receive a copy of the personal data being processed;
• rectify your incorrect data;
• requests to delete data (the right to be forgotten) in the event of circumstances provided for in art. 17 GDPR;
• requests to limit data processing in the cases indicated in art. 18 GDPR;
• objecting to data processing in cases indicated in art. 21 GDPR;
If you think that your personal data is being processed unlawfully, you can lodge a complaint to the supervisory body (UODO, ul. Stawki 2, Warsaw).

X. General provisions

1. The Regulations mentioned above are electronic. They are made available to the Customer in the form of an electronic PDF file on the Company's website ....

2. These Regulations constitute an integral part of the sales contracts concluded by Adsystem.

3. If any provisions of these Regulations are in whole or in part invalid or ineffective, this circumstance in no way affects the binding force of the other provisions.

4. Any changes or additions to the content of the contract concluded with the Customer in relation to these Regulations require written form under pain of nullity.

5. The court having jurisdiction over all disputes arising from the content of these Regulations and from the content or performance of the contract concluded on the basis of these Regulations is the common court having jurisdiction over the headquarters of Adsystem.

The Regulations enter into force on ....