



GENERAL DELIVERY CONDITIONS OF UNTEDPRESS PRINTING GROUP COMPANYS

Company, which is executing work on the basis of order, is called the Printing Plant and the subscriber of work or statement of costs is called The Client. Delivery conditions are valid, if the Printing Plant and the Client have not agreed otherwise.

1. OFFER

1.1. The offer must be drafted in written form. The offer will remain valid for 30 days from the date of announcement of the offer. If price of the offer has been submitted in foreign currency, it will be based on currency rates valid on the day the offer is made.

1.2. Answer given to the offer, which contains improvements, restrictions or proposals, is not binding for the Printing Plant, but will be considered as counter offer of the Client.

1.3. Of the approval of the order the Printing Plant will submit a confirmation to the Client, which the Client will return undersigned.

1.4. If models or examples are ordered from the Printing Plant, which do not fit within the frames of ordinary offer, the Client will be obliged to indemnify costs incurred by the Printing Plant in connection with them (according to price list) also in case when the Client waives the order.

1.5. Proposals, drawings, models or other preparatory materials added to the offer and application for offer are the property of the sender and the other party is not entitled to use them for other purposes in its interests or give to the possession of third persons.

2. PRICE

2.1. Prices are announced without VAT in the store of EXW UnitedPress Printing group, if it has not been agreed otherwise.

2.2. The Printing Plant guarantees to the Client the agreed print run with variance of $\pm 1\%$ from the ordered amount and payment for the difference between agreed and actual print run will take place according to offering conditions. The Client undertakes to pay for the whole delivered print run according to the agreed unit price.

2.3. The executor is entitled to add to the agreed price expenses caused by:

2.3.1. Deficiency and poor quality of material brought by the Client;

2.3.2. Improvements and alterations made by the Client different from the model;

2.3.3. Delay of the Client;

2.3.4. Additional requirements submitted by the Client - impressions, print or color samples;

2.3.5. Overwork done at the Client's request.

3. INSUFFICIENT AND DEFICIENT WORK

3.1. If there is no additional quality requirement proceeding from the quality of work, the print run may include up to 0,5 % of printed matter not meeting the printing standard.

3.2. The Client is entitled to demand discount in case of deficient or erroneous work, if the character of error does not enable the Client to use the work according to its purpose. If possible, the Printing Plant must have the right to correct the errors.

3.3. The Client has no right for discount or waiver of printed matter, if:

3.3.1. The error proceeds from incomplete or erroneous initial material, corrections of the Client, which can be interpreted in different ways or the error, which has been left uncorrected on the impression approved by the Client;

3.3.2. There is minor difference from target color impression or paper sample, approved sample impression or other similar. The paper is considered to comply with the sample, if it has the same type mark of paper industry as the sample. In case of lack of sample impression the Client responds for the balance of colours.

3.4. If the Client does not follow the submission schedule of materials, the Printing Plant will print the delayed printed matter according to free production capacity.

4. INDEMNIFICATION OF DAMAGE

4.1. Responsibility of the Printing Plant for non-approved goods is limited to its contractual indemnification or returning of contract price paid for the non-approved goods.

4.2. The Printing Plant is not responsible for damages caused indirectly to the Client, such as lost profit, disturbance of its business or damage caused to the third parties.

5. COMPLAINTS

5.1. The Client is entitled to submit complaints against the errors of the Printing Plant:

5.1.1. In case of delay with the completion of work in 4 days from the moment when the Client got informed or should have got informed of that;

5.1.2. In case of serious errors in the production in 3 days after its takeover or after the Client should have taken over the production according to the contract or check it on the spot. Unsound production must be returned to the Printing Plant in 14 days.

5.2. Production claimed to be unsound must be checked by the presence of both parties, whereby corresponding act must be drafted about the results of check. After the passing of the mentioned term the Client will have no right to submit claims against printing quality. Responsibility to prove is placed on the party having suffered the damages.

6. FORCE MAJEURE

6.1. Strike, shutdown, fire or other compelling force not depending on the executor or subcontractor exempts the executor from the obligation to follow the term. Lack of labour force or raw material, failure of equipment, legal acts or other reasonable and serious reasons not depending on the executor or subcontractor, which could not be expected, will also give right to extend the term of the order.

6.2. If the above mentioned case impedes technically or economically the execution of agreed work in such extent that initial interests of the Client, the Printing Plant or both concerning the results of implementation of the order would remain essentially unsatisfied or further fulfilment of the order would be to one party too complicated, the Printing Plant will be entitled to terminate the contract in full or in part which has not been realised. In such case the Client has no right to demand indemnification of caused damage, except the return of property given to use.

7. TERMS OF PAYMENT

7.1 Term of payment has been fixed according to the terms of payment usually used by the executor.

7.2. If the completion of work delays for the guilt of the Client, the Printing Plant may submit separate invoice for actually executed work.

7.3. If the Client is negligent with obligations connected with the payment for the product, the Printing Plant may keep the completed product or initial materials in its possession until the whole sum has been paid.

7.4. The Printing Plant may use production ordered by the Client as a security for its debt and realise it to cover the debt.

7.5. The Client agrees that the Printing Plant is entitled in case of devaluation or revaluation of Estonian kroon to reappraise liabilities unilaterally proportionally to the rate of devaluation or revaluation, taking as basis the rate of LVL to Euro 0.702804 LVL = 1 EUR.

7.6. In case of delay with payment the Printing Plant is entitled to demand and the Client is obliged to pay contractual fine for delay for overdue sums in amount of 0.1% for every delayed calendar day. In case of delay with payment over 15 days the Printing Plant is entitled to demand and the Client is obliged to pay fine for delay for overdue sums in amount of 0.5% in a day for every delayed day. At the payment of debt fines are accounted first, fines for delay second and principal debt third.

7.7. If the Client delays with payment over 30 days, the Printing Plant will be entitled to assign the claim against the Client to the encashment company for collection. The Client must pay all expenses proceeding from the collection. If the Client does not pay the invoice in term, the Printing Plant may transmit the submitted right of demand in its discretion (sell, pledge) to third persons.

7.8. The Client secures the implementation of responsibilities taken with the Contract with all its basic and floating assets.

8. OWNERSHIP AND RESPONSIBILITY

8.1. Tools, films and other material purchased or manufactured for intermediate results of the work of the Printing Plant belong to the ownership of the Printing Plant.

8.2. Materials given into the possession of the Printing Plant for work by the Client are the property of the Client, which the Printing Plant will return to the Client upon the completion of work, except in cases specified in items 7.3; 7.6 and 7.7.

8.3. The Printing Plant does not guarantee, in case of materials given into its possession, preservation of their initial quality.

8.4. Responsibility for product will transfer to the Client from the moment of takeover. The moment of takeover is the moment, when the Client or some person authorised by it takes or according to the contract should have been taken over the product. Ownership of the goods will transfer to the purchaser, when the whole transaction price and storage expenses have been paid, if it has not been agreed otherwise.

8.5. Films and other materials given into the use of the Printing Plant, also films and other materials manufactured for the Client through contract work, will be preserved after the completion of work on the expenses of the Client. The Printing Plant will preserve the materials usually until the final term of submission of the claim.

8.6. If the materials given into the possession of the Printing Plant have great value, the Client must submit prior relevant information. The Printing Plant is not responsible for the results of legal relations between the Client and the third person.

8.7. The Client is responsible for non-violation of copyright or other rights of third persons in connection with the production of printed matter and films and depending on the Client.

8.8. Ownership of the goods will transfer from Printer to the Client, when the whole transaction price has been paid.

9. GENERAL RULES

9.1. The Client is responsible for instructions and alterations submitted by the Client by phone. The sender is responsible for the receipt of messages sent to the other party.

9.2. If the law of the Estonian Republic prescribes obligatory assignment of concrete printed matter to libraries or other similar obligation, the executor will manufacture such obligatory copies on the expenses of the Client in addition to the printrun specified with the order and will hand them to the receiver in prescribed order on the expense of the Client.

10. SOLUTION OF DISPUTES

10.1. Disputes between the Printing Plant and the Client will be solved with the agreement of the parties or, if no agreement is possible, in Latvian United Arbitration Court.