

GTC

(General Terms and Conditions)

1. General provisions

1. These General Terms and Conditions contain the general terms and conditions of the business contracts entered into between **PRIME RATE Szolgáltató és Kereskedelmi Korlátolt Felelősségű Társaság** (H-1044 Budapest, Megyeri út 53., Cg. 01-09-694453) (hereinafter referred to as the Contractor) and its customers (hereinafter referred to as Customers) – the Contractor and the Customers are hereinafter collectively referred to as the Parties.

2. The Parties may adopt provisions that are different from the general terms and conditions contained in the specific business contracts. Unless otherwise agreed, however, the general terms and conditions shall apply to and be binding for both the Customer and the Contractor without a separate provision.

3. In matters not regulated in the business contract entered into between the Parties, the general terms and conditions shall primarily apply. Matters not regulated therein shall be governed by the applicable legislation.

4. The General Terms and Conditions and any amendments thereto are published on the Contractor's website. Any modification of the General Terms and Conditions shall also apply to existing business contracts unless the Contractor and the Customer explicitly modify the contract to this effect. If the Customer does not object to the modification within 15 days from the date of publication thereof on the Contractor's website, the amendment shall be considered as accepted. If, within 15 days of the publication of the amendment, the Customer objects to the amendment, the individual contract concluded with the customer shall point out the deviation in the legal relationship between the Customer and the Contractor from the General Terms and Conditions.

5. Quotation

1. The Contractor prepares a quotation in accordance with the specifications given by the Customer. This quotation is usually valid for 30 days unless specified otherwise by the Contractor. The Contractor's quote is only valid if given in writing. An electronic quotation is valid without signing. In its quotation, the Contractor reminds the Customer that unless agreed otherwise, the business contract is governed by the general terms and conditions published on its website. Special attention is drawn to the fact that by placing an order the Customer declares to have understood and accepted the General Terms and Conditions.

6. Placing orders

1. With regard to quotations, orders and any modifications thereof, both Parties agree on the written form. The Contractor accepts any changes made by the Customer to the ordered job by written notification only. This can be given by fax, e-mail, telegram, letter, or a written document delivered by a courier. In addition to the written document received from the Customer, a further condition of a change in the ordered job is that the Contractor acknowledges its contents in writing and that the Parties agree in writing on modifying any terms of contract (deadline, price, etc.).
2. No contract will be concluded if any conditions of the order are different from the quotation.
3. When the Customer accepts the quotation and places an order, it shall give the exact printing specification (material, size, no. of copies, print, type setting), the unit price, the delivery deadline and delivery method, the conditions of material submission and the technical serial number indicated in the offer. For binding, depending on the nature of the finished product, a folding scheme, a script or a binding dummy may be required. When printing materials containing variable data, a sample indicating the exact place of variable data must be submitted along with the logic determining the variation of data. In addition, in the event of a first order (or a change of contact details), Customers are required to provide their billing address, the name of the contact person, their contact details, account number, and tax number.

4. Fulfilment

1. The Customer will consider the ordered quantity as supplied in accordance with the contract, if the Contractor delivers a number of copies corresponding to $\pm 1\%$ of the total number of copies ordered. To facilitate the acceptance procedure in terms of quantity, the Contractor will produce unit packages. Upon receipt of the product, the Customer shall check the number of unit packages and the quantities indicated on them. Any objections in terms of quantity shall be raised upon delivery and receipt. The Customer shall confirm receipt of the products with its signature.
2. The quality of the finished product complies with the contract if in random checks the defective quantity is no more than 2%. If in the event of offset printing, the Customer does not provide a press proof or cromalin for the pages to be printed, the Contractor will set the quality parameters of the print to suit the optimal toner load measured on the densitometer strip. If the Customer does not indicate in writing when placing the order that it requires a trial print during printer start-up, where the Customer or its representative checks and approves the print, then the Customer shall accept the print quality detailed above. The Parties shall consider an approved trial print as acceptance in terms of quality when the Customer's representative was present during printer start-up.
3. For digital printing, the Contractor shall provide the Customer with a proof sheet (which is included in the quoted unit price) for the purposes of quality control and the approval of serial production. The proof sheet can be inspected at the Contractor's company seat or the Contractor will deliver it to a required address at the expense of the Customer.

The proof must be signed or confirmed in writing by the Customer for the serial production to be approved according to the sample. The Customer will remedy any errors identified on the proof sheet or have them remedied, in accordance with the Contractor, against remuneration.

If the Customer cancels the order on the basis of the proof sheet, or requires more than one proof sheet, it shall reimburse the Contractor for the costs of the trail print. The unit cost of a proof sheet is HUF 11,000.- plus VAT. If the Customer decides not to inspect the proof sheet, the Contractor will assume no responsibility for the quality of the product (in particular the colours) and will accept no subsequent complaints in this regard.

4. The Contractor is entitled to use subcontractors to fulfil the orders.

5. If the Customer requires and if agreed in the order in writing, the Contractor provides the Customer the possibility of on-site inspection and control at its own and its subcontractors' premises.

6. The Contractor informs the Customer that, unless otherwise agreed in writing, it will destroy the database containing the variable data and draw up a record thereof after 30 days of completion of the assignment. In addition, the Contractor informs the Customer that, unless otherwise agreed in writing, the Contractor will destroy the electronic file submitted for other printing jobs 90 days after completion of the job. By placing the order, the Customer acknowledges this information.

7. The Contractor will not check the content of the digital file provided by the Customer and therefore does not assume any liability for it. The Contractor is not liable for the truthfulness of the data or information contained on the prints it produces. This responsibility always lies with the Customer. The Contractor shall not be held liable for any damage or fraud caused by the Customer to the detriment of anybody.

8. During preparation by the Contractor or if not ready-to-print materials are submitted and any changes (in terms of content or technology of the file) were made by the DTP, the Contractor will send the Customer an electronic or printed sample or proof for the Customer to check and approve the prepared material. The Customer acknowledges that the Contractor will not assume responsibility for the errors noticed during proofing.

9. The Contractor draws the Customer's attention to the fact that in the case of publications with an ISBN and ISSN number, a legal deposit copy must be submitted (cf. Government Decree No. 60/1998 (III. 27.)). The Contractor assumes that the ordered quantity contains the legal deposits and, unless otherwise agreed, the Customer will send the legal deposits to the required places.

10. Finished products can be taken over at Prime Rate's warehouse on business days between 8:00 and 20:00. If requested by the Customer, the Contractor will send the finished product to a specific address against an additional fee.

5. Submission of material

1. The Contractor draws the Customer's attention to the fact that the file format of the material to be submitted can only be ready-to-print CMYK Composite PDF or Composite PostScript. Images should be in CMYK, 300 DPI, preferably without JPG compression. All the fonts contained in the file should be embedded or outlined. For materials submitted in a different format than the above, the Contractor shall charge a preparation cost for the production of the ready-to-print material.
2. The Contractor reminds the Customer that the file should only contain colours that will actually be printed. When applying spot colours, only the appropriate components (objects, fonts, images, etc.) should be given in spot colours (which are also indicated in the order as spot colours). Superfluous spot colours must be converted to the CMYK colour model. When UV varnish, enamel or a cutting die is used, these layers must be specified as spot colours (on a special colour separation).
3. Pages must be submitted by the Customer with crop marks, registration marks and, if necessary, with bending, folding or perforation marks. When submitting multi-page materials, brochures, or books, the inside pages and the cover must be sent in separate files. The cover pages should be provided in pairs (B4-B1 cover outside pages, B2-B3 inside pages), and inner pages as pages (i.e. not in page pairs) and in a single file. If a publication contains a blank page, it should also be included in the submitted file at the correct place. In the case of glue binding, the size of the spine and any opening bending must be included in the size of the cover page pair. In the case of stapling, the number of pages must be divisible by 4.
4. The files submitted must be dimensioned as specified in the order with 5 mm extra margin each for bleed margin.
5. The Contractor takes no responsibility for any errors in content or grammar after proofreading/approval.
6. For printing jobs involving variable data, in addition to the conditions for material submission regarding classical printing products (layout), in each case, the final database containing the variable data, its logical description and, if necessary, the transformations must be provided.
7. For printing orders with variable data, a printed sample document, a so-called fill-in template must be attached (even if the document is designed by our company), where all variable data must be highlighted and it must be indicated for each one which field of which column they are included in, plus the data formatting criteria if needed (e.g. numbers grouped by thousands). For all variable data fields, it must be determined how to treat too long texts (truncation or multiple rows) and missing data (empty rows or deleted rows).
8. For printing orders containing variable data, if any modification request arises regarding the database, the customer must approve the transformed database.

9. For printing orders containing variable data, the sorting need arising after preparation must be determined when submitting a request for a quotation. E.g. mailing separately for countryside and separately for Budapest, or to be printed in the order of the post code, or sort printing according to some internal parameter.

10. For printing orders containing variable data, before generating the document prepared from the entire data set, a sample file created using a few records must be approved in each case.

11. If materials are submitted in a format other than described above, the Contractor shall not be liable for any errors resulting therefrom.

6. Delivery deadline

1. When issuing a quotation and during the subsequent negotiations, the Parties shall agree on a delivery deadline, which shall be recorded in writing in the Customer's purchase order as well. The delivery deadline runs from the date of receipt of the order if the Customer has provided the materials necessary for printing in the correct form and quality and in full. For the duration of checking and accepting the submitted proof sheets and page proofs, the process is interrupted and then it restarts from the acceptance/written confirmation. Any claim for damages may not exceed the amount of the quotation/invoice, and the Customer may not claim any additional compensation under any title.

7. Payment

1. The Contractor issues an invoice for the completed printed products and services. The invoice may only deviate from the order, if there was a change in the technical content and this has been properly documented in writing.

2. The Customer shall settle the invoice before the agreed payment deadline. In the event of a delay in payment, the Contractor is entitled to charge a default interest rate equalling the double of the applicable base rate. In principle, payment is due upon receipt of the goods. A different payment deadline may be agreed in writing by the Parties. The Contractor shall retain title to goods until all the invoiced amounts, including interests, costs, penalties, and taxes, have been fully paid.

3. The Contractor reserves the right to request advance payment or payment security from the Customer in the event of an order. Such need shall be communicated during the quotation process, but no later than until the confirmation of the order.

4. Complaints

1. For a complaint to be valid, it must be filed by the Customer in writing by indicating all the relevant details within 5 days of receipt of the goods, or up to a final limitation period of 1 month after the delivery. If a complaint is justified, the Contractor may, at its own discretion, replace or repair the goods in question. If, in the Contractor's view, repair or replacement is not possible, the Contractor is obliged to credit the sale price and pay it back to the Customer. Repayment to the Customer or cancellation of an invoice may only occur when the entire quantity has been returned to the Contractor.

2. The goods may be returned only with the prior written consent of the Contractor. This consent does not imply acceptance of the responsibility. A complaint does not entitle the Customer to suspend the entire payment or to cancel the entire order, delivery or other orders.

3. Other provisions

1. In the case of printing jobs, only the printed end-products are the property of the Customer. The source material created by the Contractor, being an intellectual product, will always remain the property of the Contractor. The Contractor is entitled to royalty fees for using the intellectual property (advertisements, creative materials, graphics, etc.) created by the Contractor in any other media or any other area. The amount of such fees is always subject to a separate agreement. The Customer is aware of the provisions regarding copyright, environmental product charge and cultural contributions and shall pay the fees set out in these provisions if such payment obligation arises. The Contractor does not check fulfilment of any of the obligations. This responsibility lies with the Customer.

2. For storing completed products that have been notified as being ready for delivery but not yet taken over by the Customer, the Contractor will charge the Customer with a storage fee of HUF 5,000.- + VAT per day from the 30th day following notification that the products are ready for delivery. The Contractor will destroy any products not taken over by the Customer after 15 days following the final completion of the relevant legal process.

3. This contract is valid from 01.01.2010 and applies to all contracts concluded between the Customer and the Contractor as of this date. The Contractor does not attach these GTC to its quotations or the contract, but they are available on its website at all times.

4. The Parties agree that matters not regulated herein shall be governed by the provisions of the Hungarian Civil Code. The Parties will endeavour to settle their disputes amicably, failing which the Parties agree on the exclusive jurisdiction of the Budapest IV. and XV. District Court or, in the absence of the jurisdiction, the Court of Győr to settle their legal disputes.