

General Terms and Conditions of Contracts (GTCC) of ELAMED E. i R. Cholewa Spółka Jawna

§ 1 General Provisions

1. **ELAMED E. i R. Cholewa Spółka Jawna**, registered in KRS under the number 0000265615 with the head office in Katowice al. Różdzieńskiego 188, hereinafter referred to as The Publisher is as stated a publisher of specialist periodicals, magazines and books.
2. The following General Terms and Conditions of Contracts, hereinafter referred to in abbreviated form as GTCC, are valid in the event of the signature of all contracts connected with the publication of advertisements the signatories being either corporate bodies or individuals as well as other organisational entities, hereinafter referred to as the Customer.
3. In the event of the price-list and/or the offer presented to the Consignee by the Publisher differing in terms and conditions to the GTCC, the terms and conditions of the Price-list and/or the Offer will be emplaced.
4. The signatory parties may renounce some or all of the provisions within the GTCC, in the event of the appropriate contractual agreement being drafted in written form; other non written forms subject to invalidity. The formulation of such a contractual agreement renders the given relevant points of the GTCC invalid, in place of which the respective agreement entries are emplaced.
5. The following General Terms and Conditions of Contracts are emplaced and valid in the event of the party accepting the Order/Tender, referred to in §2 of the GTCC.
6. The following General Terms and Conditions of Contracts, including the Price-lists, Offer and Order/Tender, if validating the terms and conditions described in §2 of the GTCC, describe the form of legal obligation between the signatory parties.
7. Any additional information passing between parties, in the event of the lack of a specified form (written, fax, email) may take place via means of direct communication (telephone).

§ 2.Orders / Tenders.

1. Any order for the emission of Advertising material (Order) corresponds with the acceptance of the Publisher's offer and is synonymous with contract signature within the terms specified in the GTCC.
2. The Order should be placed by the Customer in either written, fax or electronic form according to the template included in addendum no.1 of the following GTCC. IN the event of placing an Order in other form than the one specified, the draft should include:
 - a statement supplied by the Customer of acting in full knowledge of the GTCC,
 - the Customer's details, enabling proper invoicing
 - specification of the periodical and the issue in which the advertising material is to be published - in accordance with § 4 of the GTCC
 - the quantity, size, of the ordered advertising material and its value based on the Pricelist/ Offer, In accordance with any points agreed upon with the Marketing Department of the given periodical.
 - the signature and stamp of the Customer.

3. The Order may be connected with the publication of one or more advertisements (a series of advertisements also available) in one or more periodicals, in the issues specified by the Customer, or lacking such specifications. In the event. Of the lack of these specifications, the choice of issue numbers and the details of the publishing of the advertisement will be settled with the Customer.
4. In the event of the Order breaching the terms specified in the GTCC, the Pricelist or the Offer, the Publisher is only legally bound by it having accepted its conditions in written form. In any other circumstances, the relevant article of the GTFCC, Pricelist or the Offer is emplaced.
5. The Publisher may confirm the Order in written, fax or electronic form. In the Confirmation, the Publisher may introduce any minor changes or addendums which do not change the overall character of the Order. In this event, the parties are legally bound by the an Order altered or complemented in its draft by the Publisher unless the Customer immediately rejects, in written, fax or email form, the implementation of such alteration or complementation.
6. Commencement of the contract shall be dated from the date of Order placement or the date of confirmation of the Order, as specified in pt 5.
7. The Customer is obliged to deliver the advertising material, the dimensions of which are specified in addendum no. 2 (technical dimensions) within the time-period specified in the Offer/Pricelist. The presented material cannot be in breach of legal regulations or the rights of third parties. The Customer assumes full responsibility for the effects of the publication of the advertising material.
8. The Publisher, having prepared a draft design project of the advertising material, submits this in the form of either a fax or email to the Customer, in order for the project to gain approval. The Customer is obliged to notify the Publisher of the acceptance or objection of the design project within the time-period specified by the Publisher. In the event of the lack of any objections on the part of the Customer, the Publisher will treat the proposed design project as accepted and forward the advertising material to print.

§ 3. Pricelist and Prices

1. The prices for the inclusion of advertising material are specified in the Pricelists emplaced individually for each periodical.
2. The specified price includes the forwarding of 1 copy of the periodical in which the advertising material will appear.
3. The pricelists are relevant to the issues in which they appear, until the specified date or until the emission of the following edition of that given periodical's Pricelist.
4. All the prices specified in the Pricelists are Net prices (excluding VAT) unless otherwise stated
5. All up-to-date Pricelists are always available in the Publisher's head office or at www.elamed.com.pl

§ 4. Deadlines

1. The deadlines of the publication of any advertising material are dependent on the publishing cycle of the given periodical.

2. The Offers and/ or Pricelists state the deadlines and time-periods within which any Orders must be placed for any specified periodicals.
3. In the event of placing an order outside the stated deadline/ time-period for the given periodical's Pricelist/ Offer, the Publisher possesses the right to publish the advertising material in the following edition of the periodical in question. The Publisher will notify the Customer in written, fax or email form. On receiving this information, the Customer has the right an immediate objection and object in written, fax or email form to the publication of the advertising material in other issues of the periodical.
4. In the exception of the case described in the above point, the Publisher reserves the right to change the deadline and the time-period of publishing in connection with circumstances facilitating this situation in particular. This also applies in the case of circumstances arising through force majeure independent of the actions on the part of the publisher. In case of changing the time-period of publishing, the approval of the new time-period by Customer is necessary.

§ 5. Invoicing and Payment

1. If the Pricelist/Offer do not state otherwise, the payment for the advertisement is to be transferred on the basis of VAT invoice produced by the Publisher in accordance with the date of the invoice. This is a standard fourteen days from the date of issue of the invoice.
2. All invoices are issued within the standard 7 day period from the publication date, which will remain the date of sale on the invoice, additional notes in pt. 3.
3. The invoices are only issued before the date of publication in the event of the Publishers receiving a down-payment within a 7 day period from its transfer onto the account. In this case the date of sale is the date of the transfer of the lump sum of the down-payment onto the Publisher's account.
4. The date of payment shall be the date of the full transaction of the lump sum onto the Publisher's account or the date of payment in cash to the Publisher.
5. In the event of late payment of the agreed price, the Customer is obliged to pay a percentage in interest as regulated by law.

§ 6. Copyright

1. The Publisher remains in sole possession of all copyright of the design project. Any copy, distribution or other use of the project without the agreement of the Publisher is prohibited.
2. The Publisher may agree to the Customer facilitating the design project in a manner described in the appropriate additional written contract.

§ 7. Annulment and Renouncing of Contracts

0. Both the Publisher as well as the Customer may, without specifying the reason, renounce the contract within one working day of the date of Order placing, however not later than the last day of the order placing as described in the Offer/Pricelist. This statement will only be valid in written, fax or email form. In this event, no side retains the right to make a claim.
1. In the event of the Customer renouncing the contract within a later time-period than that specified in above, nevertheless before the date of print, the Customer is obliged to pay 30%

of the value of the advertising material as an annulment fee to the Publisher. In the event of the Customer renouncing the contract later than the date of print , but before the publication date, the Customer is obliged to pay 100% of the value of the first series of advertising material to be published, according to the applicable Pricelist. This does not rule out compensation action undertaken by the Publisher, especially in connection with the preparation of the advertising material for print.

2. In the case of an Order for more than one advertisement, as with a series of advertisements, the Publisher as well as the Customer reserves the right to renounce the contract within a minimum one month break-clause period. In order to remain valid, the break-clause must be issued in written, fax or electronic form. In the event of the Customer issuing such a break-clause, a fine (the sum of which shall be agreed upon by both parties) will be paid to the Publisher. This fine will be set as the difference between the price of the already published advertisements and the regular price of publication for single advertisements.
3. The Publisher reserves the right to withhold the publication of further advertisements on behalf of the Customer and, if need be, annul the contract, in the case of withheld or late payment from the Customer for previously published advertisements. In the event, a fine (the sum of which shall be agreed upon by both parties) will be paid to the Publisher. This fine will be set as the difference between the price of the already published advertisements and the regular price of publication for single advertisements.
4. In the event of the Customer failing to facilitate the fulfilment of the contract by the Publisher, particularly if the Customer fails to deliver the material necessary for the design of the advertisement, the Publisher has the right to renounce the execution of the contract and demand compensation to the amount of 50% of the total value of the Order.

§ 8. Complaints and Liability

1. Any complaints are to be issued to the Publisher within a 14 day period of receiving the periodical in which the advertising material has been published, this period not exceeding the last day of the month in which the periodical was to be published. Any complaints concerning the published advertising material issued outside the stated time-period shall not be considered valid.
2. The Publisher is held responsible for the quality of the advertisement only in the event of the material provided by the Customer meeting the conditions specified in pt. 2.
3. The Customer is aware of the fact that the quality of the published advertisement is depends on the quality of the provided source material.
4. Acceptance of the advertisement design by the Customer as specified in § 2 pt 8 of the GTCC withholds all rights concerning filing a complaint.
5. The right to filing a complaint is not emplaced in the event of the Customer failing to attach a digital or analogue proof to the material. This must be in accordance with demands specified in addendum no 2.
6. The maximum liability imposed on the Publishers shall not exceed the total value of the advertising material, as stated in the order. This clause shall not be imposed in the event of any wilful damage occurring.

§ 9. Miscellaneous

1. Where possible, any disagreement arising between the signatory parties shall be settled amicably.
2. The court assigned for any arising legal settlements is the court assigned by area to the Publisher's Head Office.
3. In the event of the invalidity of any given point in the GTCC, all other points remain valid and fully legally binding.
4. The Publisher reserves the right to alter the General Terms and Conditions of Contracts. The changes are considered valid on condition of having been presented in a form seen as customary for the signatory parties in conducting business.
5. An updated version of the GTCC is available at www.elamed.com.pl
6. In any cases which have not been contractually, the regulations of the Civil Code, Legal Act of 1964 apply (reg 1964, no.16 pos.93 with latter amendments)

Periodical:		Elamed Publishers 40-203 Katowice, Al. Roździeńskiego 188 tel./fax +48 32 258 03 61, fax +48 32 203 93 56					
Date:	ORDER					Publisher's representative tel.	
Customer:							
Invoice data: Name: Address: VAT number:				Mailing address			
Telephone:		Fax:			e-mail:		
Name and surname of person placing the order for the advert. material:				Position held:			
Publication date (number, issue):							
Type of advertisement:				Placement:			
Payment before print (date):				Payment after print:			
Type of advertisement	Net price per publication	Number of issues	Value	Discount	Value inc discount	Surcharge	To be paid (net)
Total							
VAT							
To be paid (gross):							
Written form:							
Annotations:							
Account:		PKO BP S.A. I o/Katowice 35 1020 2313 0000 3302 0133 8490 SWIFT: BPKOPLPW					
Please return the following materials:				1.		2.	
3.		4.			5.		
The Customer agrees that the context of the promotional material is In accordance with legal regulations and not In breach of the rights of third parties. The Customer hereafter acknowledges taking Full responsibility in connection with this Order. In the event of the breach of contract and the resignation on the part of the customer before print commencement, the customer is obliged to pay a RESIGNATION FEE OF 30% OF THE TOTAL VALUE OF THE ADVERTISING MATERIAL							
The Customer herein accepts General Terms and Conditions of Contracts							
Customer's Company seal				Customer			
				Name stamp and signature			
				City and date			
Please return stamped and signed by fax +48 32 203 93 56 General Terms and Conditions of Contracts are available on: www.elamed.com.pl							

The Graphics studio operates on PC-style computers.

The advertising material should be sent in accordance with the following standards

photographs	tif, jpg, psd	RGB	300 dpi*	The photographs should not be part of Office documents (Office, Word PowerPoint) or any other vector-based graphics software (eg.CorelDraw, Illustrator)
illustrations	cdr (up to and includi ng versio n 10), eps, pdf	CMYK		Illustrations produced with the aid of graphics software should not be part of Office documents (Word, PowerPoint). Illustrations in Word or bitmap graphics software (e.g. Photoshop) must be redrawn as do schematic drawings and graphs in bitmap format (e.g. tif, jpg, psd). Please include data tables when sending graphs and charts. RGB colours must be translated into CMYK which may result in minor discrepancies.**
text	doc, rtf			Text should be adapted to general standards of text edition. Paragraphs should not be indented by means of the multiple use of the space bar. The “Enter” key should only be used to separate paragraphs and not individual verses of text, there should be no space between words and punctuation marks. Before mailing the article, please remove all double spaces. For important fragments, please refrain from underlining or using verse markers or CAPS. Use Bold instead.
Complete Material	indd, eps, ai, pdf (In 1.3 versio n) psd, cdr (up to and includi ng versio n 10)	CMYK	300 dpi	Files in eps and PDF format may be imported from any graphics program compatible with Macintosh software. Bitmap elements (e.g. photos) must be in minimum 300 dpi resolution, actual size and in CMYK format. All colours used in the design must be defined in CMYK standard (not RBG, Lab, Pantone or others), Attention! The Publisher is not responsible for changes to colours not specified in CMYK standard.**.Pdf files should only include objects in CMYK. PDF files newer than the 1.3 version may be misinterpreted during rasterisation. Text in the material should not be in italics or slanted, barring the Logo of the company in which the font has not been changed.

* Most compact cameras register photos In 72 dpi resolution. Almost all material from the Internet is In 72 dpi resolution. In order for the photographs to be printed in high resolution, a zoom-out factor of x4 is necessary.

** Please ensure the delivery of a test print– be it an analogue or digital proof. Only a correctly executed proof ensures a colour-satisfactory print. Attention! The proof. May not be in the form of a standard Ink-jet printout. The hardware from which the proof. Print originates must be

calibrated to offset standard. The Customer has the possibility of producing a proof print at the Elamed Publishers' Graphic Studio – in this case a charge of 50 PLN (digital proof) or 100PLN (analogue proof) will be added to the invoice. The advertiser may omit the colour test print (proof); in that case however, Elamed publishers will not be held responsible for any arising differentiation in colour. IN this case it is possible to include a standard printout (for material in the indd, eps, ai, psd, cdr, PDF, JPG files in low resolution, RGB as the basic design for the advertisement.