

## General Terms and conditions of PNB Print

### 1. Quotations

All quotations are based on Clients written inquiry. After receiving the price offer client is advised to exercise due care and attention when checking quotations before any further work proceeds.

The quotation is valid for one month from the day it is given  
If the Client is not a tax payer in his home country or if he has not provided the tax payer's registration number, the PNB Print will tax his products with 21% VAT according to the Latvian law.

The quoted price and delivery dates will be subject to changes if the client changes the specifications after receiving the first offer.

### 2. Placing orders

The Client shall place the order in writing, giving all the specifications of the job, the exact run, time for file delivery and the expected delivery time of finished products. The order is considered to be accepted only when the PNB Print has sent back the order confirmation which includes the approval of the expected delivery time. The Client shall place the order timely at least two weeks before the file delivery.

If the Client changes any materials or specifications after the order has been confirmed, the PNB Print has the right to demand payment for the ordered materials and revise the price according to the changed specifications. All before agreed production dates could be changed by PNB Print.

If the Client cancels the order or delays the files for more than 1 month after it has been confirmed by the PNB Print the Client shall pay for all the ordered materials, and storage space, if no other agreement can be reached.

If the Client delays the file delivery, a new delivery date of products will have to be agreed upon. If the late file delivery can be compensated by PNB Print employees' overtime, then the Client will be charged for this overtime with his prior written consent received by email from the first and after will be sent by post to PNB Print legal address Jansili, Silakrogs, Ropazu district, LV-2133

The Client will be charged extra if he requires another set of blue - prints or colour proofs if that has not been included in the first price offer.

If the Client has ordered a one colour job not specifying the ink colour, the PNB Print expects this colour to be black. If after receiving the files the colour turns out to be any other than ordinary black, the PNB Print will change the price accordingly.

The PNB Print shall do his utmost to produce products on urgent request, if the Client agrees to the offered available material choice and coverage of extra overtime or any other costs related to the urgency of the order.

### 3. Subcontracting

The PNB Print has the right to subcontract unless the Client specifically restricts it. The PNB Print shall be responsible for the quality of the subcontracted work the same as for his own performance.

### 4. File delivery

All the price offers are based on ready-for-print PDF files (see the web page for instructions on making PDF files) **[www.pnbprint.eu](http://www.pnbprint.eu)**

If the Client has provided files, which do not correspond to the PNB Print requirements, the PNB Print can do the necessary changes with PNB Print prior agreement for extra costs. Minor technical imperfections not exceeding 1 hour's work will be charged without contacting customer and extra costs will be added to the invoice.

If there are elements in RGB and the PNB Print has asked for automatic conversion to CMYK, the Printer holds no responsibility for the colours conformity of the converted images.

If the quality of the delivered files does not correspond to the PNB Print requirements and he has warned the Client about it (by e-mail), the PNB Print bears no responsibility for the outcome of printing.

### 5. Approval of blue - prints and colour proofs

After receiving the files, the PNB Print will send a copy of blue - prints or digital proofs via internet and cover proofs to the Client if not agreed otherwise. The Client is entitled to seriously check the materials and approve them in writing by e-mail.

If the Client decides not to do corrections himself, all the instructions to the PNB Print about any corrections in the supplied blue-prints, digital proofs and colour proofs have to be given in writing and will be charged extra at an hourly rate and Client will be informed for all expenses by email.

After all changes Client will approve all changes what was made from PNB Print. Client will receive web proof.

If the Client has not ordered a colour proof but has provided a previously printed copy or his own colour proof as a print production sample, the PNB Print will try to match the sample as close as possible but cannot guarantee an exact result due to possible different technologies and ICC profiles applied in the processes.

If the Client requires a test print before the main run, this will be regarded as a separate order and charged accordingly.

#### 6. Client's property and electronic storage

Discs, tapes and any other form of material supplied by the Client shall remain the property of the Client and unless otherwise instructed in writing, shall be returned to the Client after the order has been completed. The PNB Print liability for this property will not exceed the amount recoverable from postage insurance. Additional insurance coverage may be obtained if the Publisher has asked for it in writing and has covered the extra costs.

If after corrections the Clients ask the PNB Print to duplicate the last version of the files or store the material for further reprints, the PNB Print shall have the right to charge for the service. Files will be stored in PNB till the invoice date.

#### 7. Handling paper stock

All paper or any other raw materials supplied by the Client for the production of the Clients work shall be subject to a charge for handling and storage by the PNB Print according to the prior agreement.

#### 8. Printing process

Printing is usually done with standard ink densities and total ink coverage advised by material and equipment suppliers. If the Client demands a higher ink density, or if the total ink coverage exceeds 300%, the PNB Print bears no responsibility for possible set - backs and drying time.

Any diversions from the approved colour proof which the Client would like to achieve being present at the printing process and which involve press standing time, will be at an additional charge from the Client.

If the PNB Print has to stop the press waiting for Clients instructions, this delay will be at Client extra charge.

Suspension of any work on Client's instructions for a period of 30 days or more shall entitle the PNB Print to payment in full for materials and work, storage in progress at the time of suspension. The PNB Print shall revise the production schedule and the quotation for the uncompleted portion of the order before proceeding.

If the Client delivers any special items to be included in or used for the production of the job, the PNB Print will accept the consignment as per provided

delivery documents and will not be responsible for the actual number of items delivered.

The Printer will make every effort to deliver the quantity specified. All quotations however are based upon a margin of +/- .

- ±4% for runs 20 000pcs, but not bigger then 400 pcs
- ±2% for runs 20000pcs up to 50 000pcs but not bigger then 500pcs
- ±1% for runs bigger then 50 000pc.

The invoice will be raised for the actual amount of products delivered.

Any complaints shall be made in writing within 14 days after receipt of products. After this time no claims will be accepted.

## 9. Delivery

Unless otherwise specified, the delivery to one address for single shipment is included in the price offer. The delivery terms are DAP.

If the delivery specifications are changed, the PNB Print will charge accordingly at current rates.

The Client shall provide the delivery address at least one week before the shipment. In case of delay, the PNB Print cannot guarantee arrangements for transport to meet the delivery dead-line.

Should urgent delivery be agreed to, all related costs shall be an additional charge.

## 10. Payment Terms

Unless otherwise agreed between the PNB Print and the Client, payment of the PNB Print account is due in 30 days after the invoice date. Any costs incurred in the collection of debt from the Client will be at the Client's expense.

After due day, a request interest of 0.05% rate per day for every day of delay is charged.

The PNB Print has the right to apply factoring services for collecting Clients payments.

## 11. Force Majeure

Neither Party shall be liable for full or partial non-fulfilment of its obligations if such non- fulfilment was caused by effect of Force Majeure circumstances, which the Parties could not have foreseen, prevented nor influenced and occurrence of which was outside the control of the parties.

## 12. Settlements of Disputes

All disputes between the Parties related to the Agreement shall be resolved through negotiations, but if an agreement is not reached, the dispute shall be submitted at the claimant's choice either to the Court of Arbitration of the Association of Commercial Banks of Latvia in Riga (united registration No. 40003746396 in the Register of arbitration courts) or to the Riga arbitration court of commercial disputes in Riga (united registration No. 40003758338 in the Register of arbitration courts), and examined in accordance with the Regulation of the relevant Arbitration Court by one arbitrator. Interpretation of the provisions of the Agreement and the mutual relations arising out of the Agreement shall be governed by the laws and regulations of the Republic of Latvia.