

# General Terms and Conditions of Business of Rotografika d.o.o. Subotica

Effective from: August 20, 2024

## 1. SUBJECT AND SCOPE OF APPLICATION OF THE GENERAL TERMS

**1.1. Subject.** These General Terms and Conditions of Business (hereinafter: the General Terms) regulate the business and contractual relations between Rotografika d.o.o. Subotica, Segedinski put 72, Subotica, VAT No: 100961711 (hereinafter: Rotografika), as the service provider/supplier of products, on one side, and the service/product buyer (hereinafter: the buyer) on the other side, for all services and deliveries carried out directly between Rotografika and the buyer, as well as those carried out indirectly through the parent company Radin d.o.o. Sveta Nedelja, Croatia.

**1.2. Application of the General Terms and relation to specific agreements.** These General Terms apply to all business and contractual relations between Rotografika and the buyer concerning the delivery of Rotografika's products and/or services, and supplement the specific agreements established between the contractual parties. In case of discrepancies between certain provisions of these General Terms and any specific agreement established between the contractual parties in written form, the relevant specific agreement shall apply. Oral agreements that contradict the provisions of these General Terms are not valid unless confirmed in writing by Rotografika.

**1.3. Application to future contracts.** After the first contract with Rotografika to which these General Terms apply, or to which Rotografika's contract or offer refers, these General Terms shall also apply to any future business or contractual relationship between Rotografika and the buyer, even if their application is not explicitly agreed again or if in subsequent offers or order confirmations Rotografika does not explicitly refer to these General Terms.

**1.4. Exclusion of buyer's general terms.** The buyer's general terms of business or other general or specific terms do not form part of the business or contractual relationship between Rotografika and the buyer and do not apply to their relationship. This applies even if they are included in the business letter, purchase order, or similar document from the buyer or referred to in such a document, by which the buyer orders products or services from Rotografika or confirms Rotografika's offer.

**1.5. Establishment of a contractual relationship.** The contractual relationship between Rotografika and the buyer is established in one of the following ways: (i) by signing a written contract, (ii) by the buyer accepting Rotografika's offer within the validity period of the offer, or (iii) by Rotografika confirming the buyer's order.

## 2. OFFER AND ORDER

**2.1. Offer upon request.** Based on the buyer's request, Rotografika will provide an offer for the requested service/product.

**2.2. Acceptance of the offer.** An order for the offered service and/or product under the terms of Rotografika's offer, according to section 2.1 of these General Terms and within the validity period of the offer, is considered acceptance of the offer by the buyer. If the offer includes future successive orders, or in the case of an offer for repeated delivery of products and services within a specific period, acceptance of the offer and individual orders for each successive order or repeated delivery are required according to the offer. The offer must be accepted in written form. The written form requirement is met if the acceptance of the offer or order is sent via email.

**2.3. Order deviations from the offer.** If the acceptance of the offer or order differs in any way from Rotografika's offer, such acceptance or order is considered a new offer from the buyer, which will only be binding on Rotografika if expressly confirmed in writing by Rotografika.

**2.4. Offer validity period.** Unless otherwise explicitly stated in the offer, Rotografika's offer is binding for 14 days from the date the offer is issued/sent. Acceptance of the offer or an order received by Rotografika after the expiry of this period is binding only if Rotografika expressly confirms the order. If the offer explicitly states that the terms of the offer are valid for a specific period, a contractual relationship is established under the terms stated in the offer for the duration specified in that offer.

**2.5. Order cancellation.** The buyer may cancel the order or terminate the contract as long as Rotografika has not completed the ordered service or production. However, in such a case, the buyer is obligated to pay Rotografika the agreed compensation, reduced only by the amount of costs that Rotografika did not incur, which it would otherwise have incurred had the contract not been terminated.

## 3. PRICES AND FEES

**3.1. Binding prices.** The prices or fees listed in the offer are valid provided that there are no deviations in the subsequent order specification, which the buyer will provide, from the original offer. If the order specifications deviate from Rotografika's offer, Rotografika is authorized to unilaterally increase the price or fee listed in the offer based on the impact of such deviations on the price or fee. In this case, the newly created offer is considered a new offer under section 2.1 of these General Terms, and the original offer is no longer binding on Rotografika.

**3.2. Tax.** The prices and fees listed in the offer do not include Value Added Tax (VAT). As a VAT payer, Rotografika will apply VAT to the price or fee listed in the offer when issuing an

invoice and will provide the buyer with an invoice for the services rendered and/or products delivered, which will include the price or fee from the offer and the calculated VAT. The buyer is obliged to settle this invoice in full upon its due date or within the period specified on the invoice.

**3.3. Costs not included in the price or fee.** Unless otherwise explicitly agreed, all prices or fees listed in the offer are valid for deliveries based on delivery to Rotografika's plant/warehouse in Subotica. The price or fee listed in the offer does not include transportation, delivery, insurance, customs, and other shipping costs unless explicitly stated otherwise in the specific offer. Delivery, transportation, shipping, or other costs will be charged separately if delivery, transportation, shipping services, or other costs and services are agreed upon with the buyer.

**3.4. Packaging included in the price or fee.** Unless a specific packaging method is explicitly determined, the prices or fees listed in the offer include only standard packaging in accordance with Rotografika's business practices. If the buyer requests special packaging (shrink-wrapping, cartons, etc.), the costs of such packaging will be charged separately according to the agreed terms and prices set by Rotografika for such services.

**3.5. Delivery of goods on pallets.** When goods are delivered to the buyer on pallets owned by Rotografika, the buyer is obligated to return them in undamaged and proper condition to Rotografika within 30 days from the date of delivery. If the buyer does not return the pallets within this period or returns them in a damaged or unusable condition, the buyer is obliged to compensate Rotografika for the value of these pallets, according to Rotografika's prices or fees, based on an invoice that Rotografika is authorized to issue in this case.

**3.6. Exchange rate changes.** When the price or fee for the product/service in the offer is set in dinars, in the event of an exchange rate change of more than +2% in the EUR/RSD rate from the date of the offer's issuance/sending to the date of invoice issuance, Rotografika is authorized to unilaterally adjust and change the agreed price or fee accordingly based on the exchange rate change, and the buyer agrees to pay such a price or fee as specified in the invoice issued for the payment.

**3.7. Price or fee increase.** If, after issuing/sending the offer but before starting production, there is an increase in the cost of materials used for the production, packaging, and delivery of the ordered product (paper, ink, plates, binding materials, foils, cartons, pallets, etc.), an increase in energy costs, or an increase in labor costs due to factors beyond Rotografika's control (e.g., changes in legislation), by more than +2%, Rotografika is authorized to unilaterally adjust and change the agreed price or fee in accordance with these changes, and the buyer agrees to pay such a price or fee as specified in the invoice issued for the payment.

**3.8. Additional costs.** In the event of an extension of the delivery deadline due to reasons for which the buyer is responsible, Rotografika has the right to charge the buyer for any additional costs incurred as a result, and the buyer agrees to pay such calculated costs as specified in the invoice issued for the payment.

**3.9. Subsequent changes to the order and materials required to complete the job.** In the event of subsequent changes to the order or materials required for printing and completing

the job (e.g., due to corrections in graphic preparation, corrections to texts in PDFs by the buyer, etc.), especially changes that result in stopping or idling machines and production, or delays in job completion at Rotografika, Rotografika has the right to claim compensation for the additional costs caused by such changes from the buyer, and the buyer agrees to pay such calculated costs as specified in the invoice issued for the payment.

**3.10. Variable part of the price or fee.** If the price or fee in Rotografika's offer is determined, for example, using certain fixed and variable parameters dependent on material consumption or similar factors, the final calculation and invoice issued to the buyer based on such an offer may differ from the calculation provided as an example in the offer or order, and the buyer agrees to pay such calculated price or fee as specified in the invoice issued for the payment.

## **4. PAYMENT TERMS**

**4.1. Invoice Due Date:** Rotografika typically issues invoices on the delivery date, but no later than the tenth day of the month following the month in which the goods were delivered. Unless otherwise agreed or stated in the offer, the Client is obliged to settle the invoice within 15 days of the invoice issuance date, without any deduction of remittance fees or similar costs. Payments are made exclusively by transfer to the bank account of Rotografika indicated on the invoice, and the payment is considered settled on the date the financial institution where Rotografika's account is held receives the remittance in favor of Rotografika.

**4.2. Advance Payment and Delay in Advance Payment:** If the offer or contract with Rotografika specifies that the delivery is conditioned upon the payment of an advance, either part or the full amount, Rotografika is not obliged to begin fulfilling the contract or order until the Client makes the advance payment. Delivery deadlines are accordingly postponed, or (if specified in days) calculated from the date of advance payment. If a deadline for the advance payment is specified and the Client fails to make the payment within this period, or if no deadline is set but the advance is not paid within seven days from the acceptance of the offer, Rotografika is entitled to unilaterally terminate the contract. If Rotografika does not terminate the contract due to the Client's delay in making the advance payment, the previously agreed delivery date is no longer binding, and Rotografika will inform the Client of the new estimated delivery time after receiving the advance payment.

**4.3. Right to an Advance Payment When Not Explicitly Agreed:** In the case of a large order, a significant amount of material required for production, or specific preliminary services necessary to prepare for production, Rotografika is entitled to request advance payment from the Client to cover these material and/or service costs, even if such an advance was not explicitly agreed upon or mentioned in the offer.

**4.4. Contractual Payment Security Instruments:** If payment is agreed to be made within a certain period after delivery or after the invoice is issued, and the contract or offer provides for specific payment security instruments issued by the Client, Rotografika is not obliged to

begin fulfilling the contract before the Client provides the appropriate payment security instruments. Delivery deadlines are accordingly postponed, or (if specified in days) calculated from the day the agreed payment security instrument is provided. If a deadline is set for providing the security instruments and the Client fails to do so within that period, or if no deadline is specified but the Client does not provide the agreed security instruments within seven days of accepting the offer or signing the contract, Rotografika is entitled to unilaterally terminate the contract. If Rotografika does not terminate the contract due to the Client's delay in providing the security instruments, the previously agreed delivery date is no longer binding, and Rotografika will inform the Client of the new estimated delivery time after the security instruments are provided.

**4.5. Delay in Payment:** In case of delayed payment, Rotografika has the right to charge the Client default interest at the legally prescribed rate. If the Client delays payment, Rotografika may, at its discretion, refuse to execute further individual orders and/or withhold the delivery of already prepared products until the Client settles the outstanding due obligations or provide additional payment security as required by Rotografika. In the event of delayed payment, Rotografika is also entitled to retain other items of the Client that can be subject to sale, and after prior notice of the intent to sell, collect payment from their value as a lien creditor. During the retention period of the products prepared for the Client or other retained items, the Client must bear the storage costs.

**4.6. Deterioration of the Client's Financial Condition:** Significant deterioration in the Client's financial condition will be considered, among other things, (a) insolvency, which is defined as the inability of the Client to meet financial obligations due within a specific period, particularly if the Client is more than 60 days late in fulfilling one or more financial obligations exceeding 20% of the Client's short-term liabilities from the previous year, or if they are more than 30 days late in paying wages and related taxes and contributions, (b) account blockage lasting more than one week, (c) filing for pre-bankruptcy or bankruptcy proceedings, or (d) the initiation of enforcement proceedings against the Client's assets crucial to its business operations.

**4.7. Right to Advance Payment in Case of Deterioration of Financial Condition:** If, after the conclusion of the contract, the Client's financial condition deteriorates to the point where it is uncertain whether they will be able to fulfill the obligations of advance payment or payment of the price, or if this uncertainty arises from other serious reasons, Rotografika may request advance payment for part or the entire amount of the order and delay its obligation until the requested amount is paid or appropriate security is provided as requested by Rotografika. This also applies if the Client's financial condition was similarly critical before the contract was signed, but Rotografika was unaware of or could not have known this. In such cases, if there are already issued invoices that have not yet become due, Rotografika is also entitled to demand their immediate payment before the agreed due date. Rotografika may terminate the contract if the Client, in the cases specified in Section 4.6, fails to make the requested advance payment or provide the required security within a reasonable time set by Rotografika.

**4.8. Payment Allocation Rules:** The Client's payments are applied to their obligations in the order in which they became due. When the Client owes both the principal and interest and costs, the payment will first cover the costs, then the interest, and finally the principal.

**4.9. Invoice Complaints:** Any complaints regarding an invoice must be submitted in writing, with a detailed explanation, within 15 days of the invoice date. After this period, the invoice is considered correct and accepted, and no further complaints will be recognized. In the event of a complaint, the Client is not entitled to withhold payment of the entire invoice or other invoices issued by Rotografika, but only the part of the invoice that is disputed, until Rotografika responds to the complaint or the issue is resolved.

## **5. DELIVERY**

**5.1. Determination of the Delivery Deadline:** The delivery deadline is determined in the offer or order based on the offer or in a written contract, and unless otherwise agreed, begins from the day Rotografika receives the acceptance of the offer or the order issued based on the offer or from the day a special contract is signed, provided that by this day, Rotografika has received all the materials necessary to execute the job in the correct format. If Rotografika receives the necessary materials after the acceptance of the offer, order, or the contract signing date, the delivery deadline begins on the day all materials in the correct format are received. If delivery depends on the payment of an advance or the provision/establishment of payment security instruments, the delivery deadline begins on the day the advance payment is received, or the security instruments are provided. The day the acceptance of the offer or order is received, the contract is signed, the materials are provided in the correct format, or the advance payment or security instruments are received does not count towards the delivery deadline; the deadline starts from the next working day. When the delivery deadline is stated in days, non-working days (Saturdays, Sundays, and public holidays in the Republic of Serbia) are not counted.

**5.2. Approximate Deadlines:** The agreed delivery deadlines are generally approximate dates unless they are explicitly confirmed as guaranteed dates in writing. Upon the Client's request, any changes to the delivery dates may be negotiated, considering Rotografika's capacity, the complexity of the job, and the availability of materials needed for production.

**5.3. Dependence of Delivery Deadline on the Fulfillment of the Client's Obligations:** Delivery within the agreed deadline, especially in guaranteed terms, depends on the timely fulfillment of all obligations by the Client (e.g., providing print-ready digital materials, fulfilling other obligations before or during production, such as providing necessary information or paying advances). In case of deficiencies in the provided materials or untimely fulfillment of obligations by the Client, Rotografika is not responsible for any delay in fulfilling its obligations in relation to the agreed delivery deadline and is entitled to unilaterally extend the delivery deadline by a reasonable period, at least for the duration of the Client's delay.

**5.4. Subsequent Additional Requests by the Client:** In the case of additional requests from the Client, especially changes to the order communicated after the delivery deadline has been agreed, Rotografika is entitled to unilaterally extend the delivery deadline by a reasonable period according to its assessment.

**5.5. Force Majeure:** In the event of force majeure that prevents Rotografika from fulfilling its obligations within the agreed time, or makes it unreasonable to expect fulfillment, Rotografika will inform the Client and provide appropriate evidence (unless it concerns widely known facts and circumstances). Upon the occurrence of force majeure, all agreed deadlines are suspended until the obstruction is removed or the force majeure event ceases. Force majeure refers to any action, event, or circumstance that completely or partially prevents and/or inevitably hinders Rotografika from fulfilling its contractual obligations, provided that the action, event, or circumstance is beyond Rotografika's control and is not a result of intentional action, negligence, or failure to exercise due care by Rotografika. Force majeure includes but is not limited to: (i) natural disasters such as floods, earthquakes, landslides, fires, lightning strikes, epidemics, and pandemics, (ii) wars or armed conflicts, border closures, revolutions, uprisings, terrorism, (iii) strikes, lockouts, or other industrial actions at Rotografika or its suppliers/subcontractors affecting contract execution, (iv) nationalization, expropriation, embargoes, or other administrative or judicial decisions with similar effects, (v) measures by government bodies that prohibit, restrict, or prevent contract execution (unless caused by Rotografika's intent or gross negligence), (vi) difficulties in energy supply. If Rotografika's performance becomes impossible due to force majeure or if it lasts for more than a month, resulting in a delay of more than a month from the originally agreed deadline, or if it is evident that such a delay will occur, either party has the right to cancel the order or terminate the contract. The Client may terminate the contract due to force majeure delays if, after the original deadline, the delivery is no longer meaningful due to the nature of the product. In case of contract termination due to force majeure, Rotografika is entitled to compensation for the portion of the work performed or ordered equipment/materials. The condition for payment for ordered equipment/materials is their delivery to the Client. Any claims for damages by the Client due to contract termination in case of force majeure are excluded.

**5.6. Rotografika's Liability for Delays:** In the event of a delay in delivery caused by Rotografika, the Client may request performance within a reasonable additional period and terminate the contract or claim damages for the delay only if Rotografika fails to meet its obligation within the additional period. The additional period must be reasonable according to the type and scope of the order.

**5.7. Partial Deliveries:** Rotografika is entitled to make partial deliveries unless explicitly excluded by written agreement between the parties.

**5.8. Tolerance for Over- or Under-Delivery:** Due to production requirements, the quantity produced may exceed or fall short of the agreed and ordered amount. In the case of overproduction, up to 10 extra copies will be delivered to the Client at no charge. If the overproduction exceeds 10 copies, Rotografika will offer the surplus to the Client at a mutually agreed price or destroy it at its own expense. Under-delivery within the tolerance limits specified below is considered acceptable and does not affect the agreed price:

Quantity Ordered	Acceptable Shortfall
up to 3.000	- 4,0 %
3.001 – 5.000	- 3,5 %
5.001 – 10.000	- 3,0 %
10.001 – 50.000	- 2,5 %
50.001 – 100.000	- 2,0 %
100.001 – 200.000	- 1,5 %
over 200.000	- 0,5 %

For any shortfall beyond the acceptable tolerance, Rotografika will reprint at its own expense to fulfill the ordered quantity. Rotografika reserves the right to change the production technology, provided it does not significantly alter the appearance, functionality, or quality of the ordered product.

**5.9. Place of Delivery:** The place of delivery is Rotografika's plant/warehouse – at Segedinski put 72, Subotica, Serbia. Delivery to the Client's location is only provided if explicitly agreed upon and at the Client's expense. In such cases, Rotografika may arrange the delivery itself or select a carrier at its discretion.

**5.10. Transfer of Risk:** The risk of damage or accidental loss passes to the Client when Rotografika makes the goods available to the Client or their carrier at Rotografika's warehouse/plant as mentioned in point 5.9. If delivery to the Client's location is specially agreed upon, the risk passes to the Client once the goods are handed over to the carrier at Rotografika's warehouse.

**5.11. Delay in Acceptance:** The Client is obliged to promptly accept the goods dispatched or made available at the delivery location. If this obligation is not met, the delivery is considered completed on the date of the notification that the goods have been dispatched or made available, and from that day, the risk of accidental loss or damage passes to the Client. In case of delay in acceptance, Rotografika has the right to charge the Client storage and maintenance fees and retain the goods until all dues are settled. If the Client does not accept the goods even within the additional period after a notice from Rotografika, Rotografika is entitled to sell the goods in any appropriate manner, including selling them for scrap or recycling, and use the proceeds to cover the storage, maintenance, and sale costs, and then settle the unpaid price. Any remaining balance will be returned to the Client. If the sale does not cover the entire price, the Client is obligated to pay the difference along with any incurred costs or damages.

## 6. QUALITY AND LIABILITY FOR DEFECTS

**6.1. Delivery of materials necessary for printing:** The client is responsible for delivering the materials needed for printing in a timely manner, in a graphically correct, digital PDF format or another format determined by Rotografika. The materials can be delivered to Rotografika via FTP server transfer, electronic data transfer services, or on physical media (USB, hard drive), with the delivery method determined by Rotografika. Unless otherwise agreed,



Rotografika is not obligated to archive, store, or return the materials delivered by the client for printing or the data carriers on which they were delivered. Rotografika will destroy them in accordance with regulations within one month of job completion or delivery to the client.

**6.2. Material check ("Preflight check"):** Rotografika will verify the technological correctness of the delivered materials as well as the graphic preparation of the materials referenced in section 6.1 of these General Terms. If the graphic preparation or materials are incorrect or unsuitable for starting the production process and job execution, Rotografika will inform the client in writing and, if necessary, provide advice and suggestions for correcting errors in accordance with Rotografika's Technical Instructions. Upon the client's request, Rotografika will work with the client to rectify the identified issues. The correction of graphic preparation, adjustments, and changes made at the client's request will be charged based on actual costs, and Rotografika is authorized to issue a separate invoice for these services, which the client must settle. Rotografika is not responsible for any errors in the graphic design or graphic preparation overlooked by the client. The delivery timeline will be extended for the time required to correct any issues with the graphic preparation, adjustments, and changes as needed according to this section of the General Terms.

**6.3. Changes at the client's request:** Changes and corrections to the delivered materials as referenced in section 6.1 of these General Terms, which the client requests verbally, must be confirmed in writing. If the client requests changes via email, they are obligated to additionally notify Rotografika of the request (e.g., by phone). Rotografika will execute the changes and corrections requested by the client without responsibility for their correctness. The delivery timeline will be extended for the time required to correct issues with the graphic preparation, adjustments, and changes due to subsequent modifications requested by the client.

**6.4. Final file review and approval:** Rotografika will provide the client with a final print-ready file for review and approval exclusively through the Delano platform for final technical correctness and content accuracy control. Instructions for using the Delano platform can be found on Rotografika's website ([www.rotografika.rs](http://www.rotografika.rs)) or sent to the client upon request via email. The client must approve the final file within a reasonable timeframe. Rotografika may set a reasonable deadline for approval, after which it will be assumed that the client has approved the final document. Approval will be considered confirmation of the correctness of the graphic preparation and content accuracy, as well as authorization to begin production and job execution. The client may authorize Rotografika in writing to begin production and job execution without prior approval of the final file, in which case Rotografika is not responsible for any technical or content inaccuracies that may arise in the products.

**6.5. Quality guarantee:** Rotografika will fulfill its obligations according to industry standards and is responsible for the quality of products and services according to the international ISO 12647-2 PROCESS STANDARD OFFSETDRUCK.

**6.6. Production sampling:** During the printing and finishing of all products, Rotografika will conduct sampling in all production phases (taking control sheets during printing and finished products during the finishing stage). Samples are kept in Rotografika's archive and serve as control specimens in case of defects in the final product. During the printing process, minor inconsistencies may occur in a small number of copies due to production methods (e.g.,

rubber washing, paper roll changes, paper toning, ink smudging). Defects can only apply to quantities between two control sheets stored in Rotografika's archive.

**6.7. Non-binding client prints:** Print templates provided by the client (e.g., digital proof) are not binding for Rotografika. Due to the influence of materials on which printing is performed and the production process, minor deviations between the submitted prints and the final product are possible and allowed. The same applies if Rotografika has provided the client with a trial print (digital proof) for approval, as well as for comparisons between trial prints and the final product printed on non-identical paper. In all cases, deviations in printed colors within the allowed tolerance limits according to the international ISO 12647-2 PROCESS STANDARD OFFSETDRUCK and technical norms for the graphic industry are acceptable.

**6.8. Color differences between the monitor and the final product:** Due to technological limitations, color reproduction on electronic device monitors may differ from the colors on the final product, and Rotografika is not responsible for these differences in color reproduction between the screen and the final product. Rotografika is also not responsible for the visual impression and perception of color differences between the client's computer screen and the final product.

**6.9. Production on client-supplied materials:** In cases where printing and job execution are done using materials provided or procured by the client, the client has no right to claim discrepancies in printed colors, content, or dimensions, nor any damage to the supplied material during printing, finishing, storage, or delivery unless the discrepancy or damage is caused by intent or gross negligence by Rotografika. The client is responsible for all types of damage, including damages caused by machine stoppages, resulting from inadequate properties or quantities of the materials provided to Rotografika. If printing is done on materials supplied by the client, the storage of materials in Rotografika's facility/warehouse is done at the client's expense.

**6.10. Inspection obligation and risk transfer for errors:** The client must examine the delivered products for conformity with the contract, as well as the files, pre-products, or intermediates delivered for proofreading and/or approval, within a reasonable timeframe. Rotografika may set a reasonable deadline for proofreading and/or approval, after which it will be assumed that the client has approved the print of the delivered document. The risk of potential errors is transferred to the client once the final version for printing is approved in accordance with section 6.4 of these General Terms. Approval of the final version for printing excludes Rotografika's liability for technical correctness and content accuracy in accordance with section 6.4 of these General Terms. Deviations allowed by graphic norms and production standards referenced in section 6.5 of these General Terms, related to cut accuracy, reproduction fidelity to the original, color tone value, and the quality of materials used in printing, do not constitute defects.

**6.11. Visible defects:** The client must inspect the received products in the usual manner immediately upon receipt and inform Rotografika of any defects without delay in writing, providing a detailed explanation. Otherwise, the client loses the rights associated with such claims.

**6.12. Hidden defects:** If a defect that could not have been detected by usual inspection is discovered after the product has been received, the client can invoke it, provided they

inform Rotografika without delay upon discovering the defect in writing, including a detailed explanation. Rotografika is not liable for defects in the delivered product that become apparent more than 8 days after the product is handed over. The client must, in any case, prove that the defect existed at the time the risk was transferred to the client.

**6.13. Proving defects:** The client must provide Rotografika with the defective products. If the client can no longer return the defective products to Rotografika, claims for defects and compensation are possible only if the client submits samples of the defective products and appropriate documentation about the defects from an authorized person following recognized quality control methods. In such cases, the client acknowledges Rotografika's documentation on quality based on one of the recognized quality assurance methods.

**6.14. Rights based on defects:** The client waives the right to terminate the contract due to defects in the delivered products/services. In the event of a justified complaint, Rotografika will, at its discretion, either rectify the defect or deliver replacement products without defects. If the correction of defects or delivery of replacement products is no longer possible or cannot be completed within a reasonable timeframe or involves significant costs, the client is entitled to a price reduction. If Rotografika and the client cannot agree on the existence of a defect or the justification of the complaint and/or the price reduction, the court referenced in section 15.2 of these General Terms shall have jurisdiction over resolving the dispute. A complaint about a defect does not entitle the client to withhold payment of the full invoice amount for the relevant delivery but only for the portion of the price related to the complained products until the complaint is resolved or Rotografika responds to the complaint. Based on a complaint about a defect in one part of the delivery, the client has no right to complain about the entire delivery for the respective order or to withhold payment for the entire delivery but only for the portion of the price related to the complained part of the delivery, and only until the complaint is resolved or Rotografika responds to the complaint.

**6.15. Liability for damages due to defects:** Rotografika's liability for consequential damages caused by defects in the delivered products and services is excluded, except in cases where the defect or damage is caused by Rotografika's intent or gross negligence. In all cases, liability for damages due to defects is limited to the value of the order from which the defect or damage originates. Rotografika is not liable for any damages caused by improper storage, use, or transportation of the products by the client, their distributors, carriers, or other individuals acting under the client's instructions and orders.

## **7. LIMITATION OF LIABILITY FOR DAMAGES**

**7.1. Liability for intent and gross negligence.** Rotografika is excluded from liability for damages due to breach of contract (delay, non-fulfillment, or defective fulfillment) except in cases where the damage was caused intentionally or by gross negligence.

**7.2. Maximum compensation amount.** Liability for damages is additionally limited to the amount of the order value (price/fee), and within that amount, to the foreseeable ordinary damages. Liability for lost profits and non-material damages is excluded, unless the damage was caused intentionally or by gross negligence.

## 8. OWNERSHIP RIGHTS

Items used by Rotografika to perform the job, auxiliary means and intermediates, especially printed printing forms (wastepaper/makulat), data carriers, printing plates, lithographs, matrices, templates, and other aids used in the production process, as well as processed data, remain the property of Rotografika and are not delivered or handed over to the client for use, even if the client has paid a fee for them or if they have been specifically charged to the client. The same applies to working materials and data necessary for performing the job with the client, which were produced by another contractor for Rotografika upon order.

## 9. INTELLECTUAL PROPERTY

**9.1. Copyrights of Rotografika.** If Rotografika holds the copyrights or other related rights to the products delivered or parts thereof, the client acquires a non-exclusive right of distribution upon receiving and paying for the delivery. Other copyrights, particularly reproduction rights, remain with Rotografika. Rotografika retains the exclusive right to use the reproduction means it has produced for making reproductions and is not obligated to hand over these means for use by the client.

**9.2. Client's obligations.** Rotografika is not required to verify whether the client holds the rights for reproduction, publication, or other copyrights for the templates and materials of any kind that the client provides to Rotografika for the execution of the job, nor whether the client holds the rights for modification, alteration, or any other form of use necessary for the fulfillment of the contract with the client. By establishing a contractual relationship between Rotografika and the client as outlined in Article 1.5, the client expressly warrants that they have all the rights and necessary authorizations for reproduction, publication, printing, modification, alteration, and other forms of use of all materials submitted to Rotografika for the execution of the ordered job, in accordance with point 6.1 of these General Terms.

**9.3. Provision of application programs.** If the client provides materials or application programs to Rotografika for the purpose of further processing and use of the submitted data and materials, the client guarantees to Rotografika that they are authorized for such limited provision of use. Rotografika will use such materials or application programs solely for data and material processing in order to fulfill the contract with the client.

**9.4. Protection of Rotografika from third-party claims and competent authorities.** The client is obligated to indemnify Rotografika from any damage, infractions, administrative, judicial, or extrajudicial proceedings, or claims that third parties may raise against Rotografika due to copyright and other intellectual property right violations or personality rights infringements that arise from the business relationship with the client and the execution of the job at the client's request and/or from the materials submitted by the client to Rotografika in connection with or for the job execution.

**9.5.** Rotografika will promptly inform the client of any third-party claims or administrative, judicial, or extrajudicial proceedings initiated under point 9.4 of these General Terms and is authorized to suspend the execution of the job until the final and legally binding resolution

of such claims or proceedings. In such a case, Rotografika is not liable for non-fulfillment of the contract or the job, nor for any damage that may result for the client from this.

**9.6.** In the event of a lawsuit initiated against Rotografika regarding the violations mentioned in point 9.4 of these General Terms, Rotografika will inform the client of the lawsuit through the court. If the client does not join the lawsuit on Rotografika's side, Rotografika is authorized to acknowledge the claim and demand compensation for damages from the client, regardless of whether the third-party claim was legally justified.

**9.7.** The client is obligated to compensate Rotografika for all costs, including fines and damages that Rotografika has paid or incurred in relation to third-party claims and proceedings from the competent authorities due to the violations mentioned in point 9.4 of these General Terms.

## **10. ASSIGNMENT**

The client has the right to sell the ordered and received products as part of their regular business operations. By selling the products that the client has ordered and received from Rotografika, the client's receivables from the subsequent buyer (distributor, commission agent, or another buyer) may be transferred to Rotografika to secure all claims Rotografika has from the business relationship with the client. After such a transfer, the client retains the right to receive payment from such resale. Rotografika may revoke the right to collect the price/fee from the further sale of the products if the client is late in fulfilling their payment obligations to Rotografika, or if pre-bankruptcy or bankruptcy proceedings have been initiated against them, or if there has been a deterioration of the client's financial situation as described in points 4.6 and 4.7 of these General Terms. Upon Rotografika's request, the client is obligated to provide a list of subsequent buyers and all documents from which the assigned receivables arise or are regulated and inform the subsequent acquirers of this assignment for security purposes. If, according to applicable legal regulations, it is necessary to meet certain formalities, such as executing a written agreement or registration for the validity of the receivables transfer, the client is obliged, at Rotografika's request and at their own expense, to take all necessary actions for the validity of the receivables transfer to Rotografika, and to enter into corresponding written agreements for this purpose.

## **11. RIGHT OF RETENTION**

Rotografika has the right to retain all templates, films, manuscripts, data carriers, reproduction materials, and other items that the client has handed over to them for the execution of the contract or on any other basis, in accordance with Article 286 of the Law on Obligations, until all due receivables are settled. If the client becomes insolvent, Rotografika retains the right of retention even if its receivables have not yet matured.

## **12. COMPANY IMPRINT OR LOGO**

**12.1. Marking on products.** The client is obligated to indicate Rotografika as the service provider on all printed materials printed by Rotografika and include Rotografika's logo in the imprint of their publication, unless otherwise specified in the contract.

**12.2. Use of client's information.** Rotografika is authorized to list information about the client as a contractual partner (including their distinctive logo) and/or information about the products and services delivered to the client as references on its website, brochures, or other promotional materials without the client's specific consent, including an appropriate display of the products (e.g., cover page, etc.), unless expressly and in writing agreed otherwise with the client.

### **13. DELIVERY OF PROMOTIONAL NOTICES**

By entering into a contract or establishing a business relationship with Rotografika, the client declares their consent to the use of their data for the delivery of promotional materials, notices, and offers related to Rotografika's services, including offers of new products and services. The client may revoke this consent at any time by sending written notice by mail or email to the addresses of Rotografika listed on the website [www.rotografika.rs](http://www.rotografika.rs).

### **14. CONFIDENTIALITY**

**14.1.** Confidential information includes, in any form and on any medium, all business, financial, technical, and other information and knowledge of the contracting parties, their affiliates, or their business partners that is not public and whose disclosure to unauthorized persons could lead to misuse and harm to the affected contracting party or any of its affiliates or business partners, especially information regarding the financial conditions of business cooperation between Rotografika and the client.

**14.2.** Each contracting party is obliged to keep confidential from third parties all confidential information and documents learned as a party to the contract or a related contract, particularly regarding negotiations and decisions between the parties in that regard.

**14.3.** The obligation to maintain confidentiality does not apply in cases where the contract or related documents must be presented to banks. Furthermore, each party may disclose confidential information to members of legal, accounting, or tax advisory professions who are bound by professional secrecy, when and if necessary to protect their legitimate interests. The obligation of confidentiality also does not apply if the confidential information must be disclosed by binding legal regulations or court or administrative decisions, and always only to the legally required extent.

**14.4.** In all relationships between Rotografika and clients where services consist, in whole or in part, of the processing of personal data within the meaning of Article 4, point 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals concerning the processing of personal data and the free movement of such data (General Data Protection Regulation, GDPR), the rules of Rotografika

regarding such personal data, as well as applicable laws and regulations in that field, including GDPR, shall apply.

**14.5.** The client is obligated to comply with all regulations and rules from the previous point 14.4 and to align their operations and conduct accordingly. If necessary and upon Rotografika's request, the client must enter into all appropriate written agreements concerning the processing of personal data under the GDPR and other applicable regulations.

**14.6.** If the client refuses to enter into appropriate written agreements with Rotografika, as requested under point 14.5, or violates the provisions of an existing agreement on personal data protection or regulations on their protection from point 14.4, Rotografika is authorized to cancel the order or terminate the contract without observing the notice period.

## **15. APPLICABLE LAW AND DISPUTE RESOLUTION**

**15.1. Applicable Law.** All relations between the client and Rotografika are governed by the substantive law of the Republic of Serbia. In cases of sales contracts with an international element, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

**15.2. Jurisdiction.** For all disputes arising from relations between Rotografika and the client to which these General Terms apply, including disputes regarding the interpretation, application, or execution of these General Terms, the competent court in Subotica shall have jurisdiction. Notwithstanding this, Rotografika reserves the right to initiate legal proceedings before the court of general jurisdiction for the client.

## **16. TERMINATION OF CONTRACT**

If the contract involves the execution of printing works that are regularly repeated and no duration or termination period is agreed upon, each contracting party may terminate the contract in writing with a one-month notice period, calculated from the day the other party receives the termination notice. In the event of the client's cancellation of an individual order during the contract period after the order has already been executed, point 2.5 of these General Terms applies.

## **17. FINAL PROVISIONS**

**17.1. Publication of General Terms.** These General Terms are published on Rotografika's website [www.rotografika.rs](http://www.rotografika.rs) on 1 September 2024, and are effective from the date of publication.

**17.2. Partial Invalidity.** If any provision of these General Terms or specific agreements between the contracting parties is or becomes invalid, it will not affect the validity of the remaining provisions of these General Terms or specific agreements.

**17.3. Amendments to the General Terms.** Rotografika reserves the right to amend and supplement these General Terms. The amended and supplemented version of the General Terms is published on Rotografika's website ([www.rotografika.rs](http://www.rotografika.rs)). The amended and supplemented General Terms apply to all new contractual relationships established after the amended General Terms take effect. The amended General Terms will also apply to existing contractual relationships if the client does not notify Rotografika in writing within 15 days of their publication that they do not accept the amendments. In the event of such notification, the existing General Terms in effect at the time the contractual relationship was established will apply, with Rotografika retaining the right to terminate the existing relationship with a three-month notice period.

**17.4.** The official version of the General Terms and Conditions is written in Serbian. In the event of any discrepancies in the English translation, the legally binding version is the original Serbian version.