

General Terms and Conditions of Cooperation

General Terms and Conditions of Cooperation, hereinafter referred to as OWW, shall apply to contracts concluded by Milena Trojanowska conducting business activity under the name of Fabryka Flag Linea Milena Trojanowska (hereinafter referred to as FF Linea) with natural persons and legal entities, and organisational units not being legal entities (hereinafter referred to as the Customer)

§1 General terms and conditions of order

1. FF Linea base on customer order placed via e-mail or our electronic order form.
2. An order shall contain all information necessary to execute it, in particular:
 - a. Name/type of order
 - b. Colours (PMS, HKS, RAL, CMYK)
 - c. Size (if not provided, it is assumed that the first dimension is width and the second is height)
 - d. Exact confection/finish
 - e. Delivery address
 - f. Indication of print file if not attached to an order
3. An order may be executed in one of the following three options:
 - a. with confection/finish
 - b. cut to size
 - c. without confection/finish
4. An order shall contain full details concerning confection, i.e.:
 - a. sleeve:
 - made of either headband or flag material
 - size (diameter or flat measurement – 2 different values)
 - open or closed
 - b. mounting elements used with flag hem are i.a.:
 - flat clips
 - plastic carbine hooks
 - metal carbine hooks
 - D-rings
 - rope clips
 - eyelets
 - metal clips with rings (used as default) or without rings
 - other
 - c. Textile printed banners come with:
 - hemmed sides
 - cut sides
 - d. PVC banners:
 - welded
 - cut
5. Non-standard confection which costs extra, e.g. heat-cut sides and other, shall be expressly indicated in the order. PVC banners are not heat-cut.
6. To avoid misunderstanding please provide accurate and exhaustive information concerning the order. Any errors in the order may result in the postponement of the order execution date.
7. The order shall be deemed accepted only if it is confirmed by FF Linea.
8. If within a project PMS, HKS or RAL colours are to be used, it should be indicated in the order. Colours included in the file and not enclosed with the order may remain unrecognised by our software.
9. If the order consists of many layouts, the Customer should expressly indicate it. Otherwise FF Linea reserves the right to print any layout in the number of items indicated in the order.
10. Fabryka Flag Linea is not liable for maintaining order records.

11. An order cannot be executed on the basis of a previous invoice. In order to re-execute an order, it is required to provide the name and date of the previous one.
12. In order to obtain the same colours with the repeated order, the name and date of the previous one should be provided. In the event such information is not provided, we cannot guarantee the same colours.
13. Order printing is commenced once a draft (a PDF file) sent by FF Linea to the Customer has been accepted. Orders executed within 1-2 days are carried out without the necessity to accept the draft, unless the Customer expressly requests to do so. Any delays in draft acceptance shall automatically cause the postponement of production and shipment.
14. By approving the sketch sent by FF Linea, the customer should put check it in detail. FF Linea shall not be held responsible for possible errors visible in the sketch. The confirmation is regarded as a final approval.
15. Sketches sent by FF Linea should be thoroughly verified by the customer. FF Linea shall not be held responsible for elements which vanished while processing the artwork.
16. Any changes to the PDF files you receive for acceptance requires a notification of FF Linea. Failure to notify shall result in the changes not being taken into account.
17. Any changes to the order after it had been accepted for execution shall require notifying FF Linea by email. Implementation of changes, if possible, shall require a confirmation by FF Linea. If a such a confirmation is not sent by FF Linea, the changes are not implemented.
18. Goods which fail to comply with the order or are subject to a complaint, are prohibited from use or further sale.

§2 General considerations

1. FF Linea works on the Microsoft Windows software platform.
2. The flags or banners manufactured by FF Linea are capable of withstanding a wind force equal to 55 km/h, whereas beach flags -- 35 km/h.
3. Orders carried by courier service, printed on PVC materials up to 2.5m wide are rolled. For orders to be packed otherwise, it should be expressly indicated upon order placement. Wider, rolled items may be shipped by a forwarding company and may be folded or rolled which should be indicated in the order. Shall information regarding packing of banners wider than 2,5m be missing, such order is rolled and shipped by forwarding company as default. Items ordered on PVC material may be folded upon express request of the Customer.
4. PVC banners are welded all around and eyeleted every 50cm by default.
5. There are two types of PVC print: for high quality interior exposition, less resistant to abrasion, as well as for exterior use - large print.
6. Banners are always rolled if their confection includes wooden sticks and bars.
7. Banners with metal bars have default-cut sides.
8. Decor banners are rolled only if it has been indicated in the order. Otherwise, they are folded and put into a cardboard.
9. Eyelets used by FF Linea with textile and PVC prints have a diameter of 10mm.
10. FF Linea textile flag and banner prints are always translucent. The degree of translucence depends on the selected material and printed layouts.
11. FF Linea makes sleeves from headband sleeves. Making of a sleeve from flag material ought to be expressly indicated in the order.
12. FF Linea shall not be obliged to wash ready prints. Polyglans flags generally are not washed, yet that depends on the machine used for printing one. Products may however be washed only upon the request of the Customer indicated in the order, which in the event of urgent orders, may extend the order deadline.
13. Décor banners are washed. Only décor banners with wooden sticks (or bars) on top or bottom, or banners with silicon keder or silicon tape (gummi lippe) cannot be washed.
14. We reserve a tolerance in dimensions of up to +/-5 %.
15. We reserve a tolerance in quantity of up to +/-2 %.

§3 Preparation of files for printing and sample print

1. The Customer is liable for complying with the technical requirements indicated by FF Linea with regard to the files sent for printing.
2. The files sent by the Customer should be ready for printing. Should the files not be ready for printing, it should be indicated in the order. For any possible corrections made to the files FF Linea shall collect a surcharge referred to above in OWW.
3. In the event that the files are placed on an FTP server, the order should indicate the server and their name. It is advised that the files are named the same as the order.
4. We accept the following file formats in curves:
 - a. cdr (max Corel X3),
 - b. ai (max Adobe Illustrator CS3),
 - c. eps,
 - d. PDF.
5. The preparation of files in curves is required:
 - a. Fonts converted to curves
 - b. All contours converted to curves
 - c. Elements welded together
 - d. No envelope, metamorphosis or lens effects (FF LINEA shall not be held liable for print errors, should any of the above effects occur),
 - e. Correct file proportions
 - f. Important elements should be spaced at least 5 cm from the edge of (FF Linea shall not be responsible for cutting them off, invisible elements which do not meet the conditions):
 - Hemmed banner or flag so that they do not overlap with seams
 - A banner with silicone keder, so that it does not hide in a frame
 - A banner or flag with sides cut so they are not cut away
 - PVC banner so that they do not overlap with the weld
 - Flag material sleeve so that they do not overlap with the sleeve or seam
 - PVC sleeve so that they do not overlap with the sleeve or weld.
6. Project pictures must be sent in CMYK values in a PDF, .tif (LZW compression) or .jpg file for PVC print as follows:
 - a. digital print on textiles 72-96dpi 1:1 scale
 - b. digital large and outdoor print on PVC 72-96 dpi
 - c. digital indoor print on PVC and for display systems 96-150dpi
7. The files with eps-inserted pictures shall not be accepted – it does not improve their quality.
8. In case of ordering beach flags for poles supplied by FF LINEA the project should be executed according to the template provided by FF LINEA. For convenience the colour of the sleeve should also be specified.
9. In the event of preparation of files in violation of OWW, the order execution date shall be delayed until the deficiency is removed by the Customer.
10. The Customer, in order to ensure the obtaining of the desired print quality, colour and material, should order a sample print. Upon acceptance of the sample print by the Customer, FF Linea shall commence the production procedure.
11. In case a sample print is not ordered, the Customer shall accept any and all differences in colour or quality between the print of the finished product and the desired product, which may result from the applied technology, the specificity of the printing machine, the type of material on which printing is performed, the type of ink or other objective factors.
12. The acceptance of the sample print shall also be considered as the acceptance of any errors in the file and other deficiencies that may arise when working on the file.

§4 Printing technique

1. Due to the occurrence of various types of printing machines, flags or banners may vary considerably in colour. You should not compare the colours of flags and banners printed by FF Linea to the colours of flags and banners printed in other companies. Digital printing with CMYK values on the materials that we use differs from other techniques, such as, for example, offset printing.
2. Prints from the same files on different machines and materials may differ from one other. You cannot compare prints on textiles with the ones made on PVC.
3. In digital printing on textiles, PANTONE, HKS and RAL colours are chosen with as much accuracy as it is possible to match the colours from the colour chart, however, some may differ slightly from the colour chart; some colours may be unavailable in digital printing.
4. When printing on PVC we do it by using original CMYK values used in the file.
5. We do not print the following colours: gold, silver and hexachrome colours, or with a metallic or fluorescent hint. In textile printing and PVC they are unavailable.
6. There is a difference between Pantone U and C colours. Also HKS K and N are different colours.
7. Colors from PMS C and HKS K colour guides are glossy colours, which cannot be obtained in textile fabrics with matt surface.
8. Due to the fact that printing of banners and flags is large format printing, in case of items measuring less than 7mm, merging of text or other objects may take place.

§5 Financial terms

1. Orders placed by new Customers are executed within the first three orders only after payment of the full amount of the pro forma invoice by the Customer (advance). Upon placement of subsequent orders Customers shall receive terms of payment determined individually.
2. The date of payment shall be regarded as the date of receipt of funds on the bank account of FF Linea.
3. 7 days after the expiry of the invoice term of payment, the Customer shall receive the first reminder. Should the Customer fail to settle its debts within the next four days, its orders shall be blocked. This means that FF Linea shall not accept any new orders and the orders being processed shall be also withheld. Thereupon, a debt recovery procedure shall be initiated.
4. If the Customer is in arrears with payments towards FF Linea, Linea FF reserves the right not to accept further orders before the payment of outstanding debts is made. Moreover, if in the course of subsequent contracts any delays in payments are found, FF Linea shall be entitled to suspend the current production or delivery of the finished goods until the payment is made. FF Linea shall notify the Customer of such occurrence.
5. In the event of persistently delayed payments, FF Linea may decide to requalify the Customer to prepayment (advance) until further notice. Cases are dealt with individually.
6. In the case of submitting a custom order by the Customer, FF Linea may decide to collect the advance on the way. Cases are dealt with individually.
7. If the Customer is in default of payment of the agreed advance, FF Linea shall be entitled to suspend or cancel the order, or refuse to release the goods.
8. For payments after the deadline, FF Linea reserves the right to charge interest at 8% plus statutory interest.
9. FF Linea shall send its invoices by email or at an express request of the Customer by mail.
10. The goods shall remain the property of FF Linea until an invoice is paid.
11. FF Linea shall charge additional fees for the following:
 - a. Where files uploaded by the Customer are not ready for printing, for any alterations, modifications, reconstructions or any other preparations, FF Linea shall charge 120 PLN (30 €) / 1 hour of work, but not less than 60 PLN (15 €).
 - b. Where changes are made after the draft was approved, FF Linea shall charge a fee of 30 Euro / 1 hour of work, but not less than 15 €.

§6 Shipping and delivery of orders

1. Delivery terms of Fabryka Flag LINEA are based on EXW Incoterms 2000 clause. FF Linea shall arrange shipments on behalf of its Customers at their expense and risk.
2. The maximum width of a roll sent by a courier service is 250 cm. Larger consignments shall be delivered by a forwarding company which increases the time and cost of delivery.
3. In case of neutral shipments sent by us, delivery address and sender name shall be in the order, otherwise the items will not be included in the shipment.
4. The address of delivery shall be provided one day before the scheduled shipment at the latest. Should the Customer fail to provide FF Linea with the delivery address, the shipment shall be withheld or delivered to the address of the Customer.
5. Any changes to the order made by the Customer may extend the anticipated term of delivery.
6. FF Linea shall not dispatch both PVC and textile products in the same parcel.
7. There is a possibility to send display systems together with textile products. PVC banners are always sent separately.
8. Heavy elements such as flat bases for beachflags etc. are always sent in separate parcels.
9. FF Linea makes a reservation that the delivery dates due to the conditions set by courier and forwarding services are not guaranteed.
10. The Customer shall obtain a delivery date guarantee only if an express delivery service is ordered. Such a guarantee shall be provided by the forwarding company.
11. Shipping through another courier service selected by the Customer or other means of transport can take place only after its prior notification to FF Linea.
12. Upon receiving the goods from the courier service, the Customer is obliged to check the consignment and, if it is damaged, to make a written complaint of the courier service in the presence of the courier. In case of failure to draw up a complaint form, the complaint shall not be accepted.

§7 Warranty disclaimer

1. FF Linea shall not be held responsible for the goods sent upon Customer's request via so-called *external means* such as mail, railway, forwarding companies, courier services, etc. Should such measures be used, an order shall be regarded as completed upon the providing of goods for transport, whereupon the risk of loss, damage, etc. shall be transferred to the Customer.
2. FF Linea shall not be held responsible for lost or damaged packages, or delays in deliveries caused by the fault of forwarding companies.
3. FF Linea shall not be held responsible for the Customer's economic losses to third parties that have arisen as a result of delays in the execution and delivery of orders, and shall not compensate for transport services other than those contracted by FF Linea.
4. No responsibility of FF Linea shall be accepted for:
 - a. damage to the goods during installation;
 - b. manufactured goods, the important elements of which were found on the seam or weld or were cut off as a result of ill-prepared file.
5. When reselling or submitting the goods to the subsequent Customer or initiating their further processing (cut, weld, hem, etc.), the responsibility for any deficiencies in quality or quantity shall be transferred to the Customer. It shall be the responsibility of the Customer to check the goods before undertaking the above mentioned activities.

§8 Complaints

1. The following procedure is hereby established with regard to the submission of complaints:
 - a. A photograph of the defective goods sent by the Customer to FF Linea at complaint@fflinea.com or to the respective trader shall act as the basis of the complaint.

- b. Based on the picture, Linea FF shall make an initial or final assessment of the legitimacy of the complaint. If a picture (pictures) is not sufficient to assess the legitimacy of the complaint, the product should be sent to FF LINEA for verification.
- c. In the case as described in the preceding paragraph, FF Linea shall send a courier service which shall collect the goods from the recipient and deliver them to FF Linea. FF Linea shall not bear the costs of items shipped by Customers.
- d. Depending on the result of the assessment, the goods may be re-manufactured and sent to the recipient, a rebate or an amicable resolution may be proposed, or the recipient may be informed of the rejection of the complaint and shall then pay the costs of transport.
2. The goods which are not returned are deemed to be free from defects.
3. Only the defective part / batch of goods and not the entire consignment shall be subject to complaints.
4. FF Linea shall not accept colour-related complaints when printing with CMYK, if the Customer does not order a sample print.
5. Due to the fact that the printing of banners and flags is large format printing, FF Linea shall not accept complaints on merged inscriptions or other items measuring less than 7mm.
6. FF Linea shall not accept complaints on goods destroyed by wind, storm or other weather conditions, or if the goods have not been used according to their intended purpose and technical recommendations contained in the OWW.
7. FF Linea does not accept complaints on goods damaged in transport. In accordance with Art.76 of the Transport Law Act of 15.11.1984 (Journal of Laws of 2000 No. 50 item 601 as amended), if the Customer does not draw up a transport service complaint form in the presence of the courier, no complaints shall be considered.

§9 Settlement of disputes

1. Any disputes arising between the parties, which cannot be resolved by means of negotiation, shall be submitted for settlement to the court of appropriate jurisdiction for the registered office of FF Linea.

§10 Final provisions

1. By accepting these OWW, the Recipient states to be aware of its contents and accepts the conditions set out herein.
2. The acceptance of OWW is a necessary condition for the acceptance of the order by FF Linea.
3. By placing the order it is assumed that the Customer has read and approved OWW.