

TGL POLAND sp. z o.o. GENERAL TERMS AND CONDITIONS OF ORDERS

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1. PRICING

1. The validity of any price quotation sent in electronic form shall expire after 7 days from the date of sending such pricing. Product pricing is based on the current catalogue offer.
2. The current catalogue, either printed or digital version, is always available in the company headquarters or sent by post or email at the individual request of the Customer.

2. ORDER

1. Order confirmation in electronic form (including by e-mail) shall be equivalent to the conclusion of a purchase-sale agreement between the ordering party (hereinafter referred to as the Customer) and the selling party (hereinafter referred to as TGL Poland sp. z o.o.) on the terms and conditions specified in this document entitled General Terms and Conditions of Order Completion.
2. Orders are not processed until receiving a written approval (also by e-mail or through the company's online store) of the graphic design and/or sample and the order confirmation.
3. THE FINAL deadline for implementation of the order shall be confirmed by the Seller AFTER Seller receive acceptance of the order, product visualisation and/or a physical sample of the product (if ordered) from the Customer and after obtaining all eventual comments in writing from the Customer with regard to the prepared product.
4. The conditions to be met in order to have TGL Poland sp. z o.o. commence implementation of the order shall be a timely and complete receipt of all information in writing and all the elements specified below:
 - filled in and signed order form
 - verified graphic files found positive and accepted by TGL Poland sp. z o.o.
 - delivery address
 - confirmation of the advance payment, if required
5. TGL Poland sp. z o.o. shall reserve the right to cancel the order in case of reasons beyond their control that make it impossible to perform the order.

6. In special cases, order implementation may be subject to the necessity of sending a payment confirmation of the entire or a part of the order value to the bank account number stated in the order in the currency indicated by the Seller.
7. TGL Poland sp. z o. o. shall reserve the right to refuse/suspend order implementation or change the agreed sale price, particularly in case when:
 - the deadline for order completion required by the Customer is shorter than stated in the offer or inquiry
 - the Customer failed to send the graphic files in required formats and with specific parameters, or delays the approval of visualisation/sample for a time longer than the jointly agreed timeframe from the moment of receiving the sample/visualisation in e-mail, electronic or physical form.
 - the Customer delays the payment of past due invoices
 - the number of products ordered by the Customer is smaller than the required production minimum.
 - a force majeure event occurred.

3. CANCELLATION OF ORDERS

TGL Poland sp. z o. o. shall reserve the right to charge preparatory fees in case of cancellation of a complex order:

Date of order cancellation from the moment of its confirmation	Fee amount
up to 3 hours from the moment of confirmation, but not later than until 4 PM on the date of order confirmation	EUR 100
above 3 hours on the same day when the order was placed, but not later than until 4 PM on the date of order confirmation	50% of order value (but not less than EUR 100)
on the following day after the order confirmation or later	100% of order value

The fees constitute actually incurred costs of production preparation, or direct production costs.

4. COMPLETION DATE

1. Confirmation of the ultimate date of order implementation (shipment from TGL Poland) takes place upon approving graphic designs, visualisation and/or printed sample and order confirmation by the Customer.
2. In case of a delay in approval of graphic files, visualisation or printed sample by the ordering party, TGL Poland sp. z o.o. reserves the right to postpone the date of order implementation.
3. The address for the shipment of the order shall be sent not later than on the day of order confirmation (Day 0). Lack of a delivered address for the shipment, regardless the selected mode of production, shall result in postponement (delay) of the date of shipment of products due to the Customer's fault.
4. Estimated date of implementation in the Standard Mode by TGL Poland sp. o.o. looks as follows:
 - verification of graphic files: 1 day
 - preparation of the graphic design of the product: 1 day*
 - preparation of the sample (pictures): 1 day *
 *starting from the day of acceptance of the previous stage
5. All modifications of graphic files, incompleteness of the required information, materials and other elements, or sending them in a manner or form other than required, cause a change of the implementation date to a later date than previously assumed (graphic adjustments, change

of accessories, material, packing method etc. as well as changes of acceptance times or lack of a full delivery address).

5. TECHNICAL SPECIFICATION FOR PREPARATION OF MATERIALS FOR PRINTING

1. File formats

The design (especially logo and texts) shall be sent in vector-based graphics with the following file extensions:

- .cdr (minimum version 13)
- .ai,
- .eps,
- .pdf.

Additionally, graphics previews in jpg. files should be sent. Any files sent in other formats (e.g. bitmap or others, even with the recommended minimum resolution of 720 dpi) do not guarantee the proper high quality of print execution or intended colour.

2. By confirming the order based on CMYK and/or colour various other than Pantone, the Customer gives consent to the possible quality deviations (mainly with regard to colours) resulting from that and, consequently, shall not give rise to any claims against the Seller.

3. Colour space

Colours should be defined only in accordance with Pantone scale for coated papers (C), whereby the Seller does not guarantee that they will be the exact reflection of the colour from the scale, but only their maximum approximation (+/- 2 shades).

6. VISUALISATION

1. The condition of a timely preparation of the graphic visualisation by TGL Poland sp. z o. o. shall be the delivery of the following information by the Ordering Party along with the graphic files:

- PANTONE colours of the logo and background at the front of the fabric tape/material
- PANTONE colours of the logo and background at the back of the fabric tape/material
- selected accessories*
- dimensions and type of fabric tape/material*
- arrangement of the logo according to the design*

*according to the nomenclature compliant with the current catalogue of TGL Poland sp. z o.o.

2. Due to the electronic form of graphic files and various possible monitor settings both on the part of the ordering party and TGL Poland sp. z o.o., subjective differences in colour reading are possible. Therefore, TGL Poland sp. z o.o. unconditionally recommends defining all colours included in the design in accordance with the Pantone scale. The lack of colour definition in accordance with Pantone scale shall not constitute grounds for a complaint.

3. Visualisation is only an indicative example of logo/texts/graphics arrangement on the product. Due to the specifications of production, deviations from visualisation of both test print and mass production are possible. Due to various materials used for production (inks, paper, polyester), the visualisation printed by the Customer on a printer in the office IS NOT a reflection of the manufacturing process at TGL Poland. Visualisation is a very important element of order confirmation. Therefore, we unconditionally recommend checking all details before approving a file for production.

4. Due to the fact that both the Customer and TGL Poland sp. z o.o. may use different software, or the same software, but its different versions, it is possible that not all elements will be displayed correctly when graphic files are opened by TGL Poland. Additionally, it is possible that TGL Poland sp. z o.o. does not have the appropriate font that was applied in the file sent by the Customer.

5. TGL Poland Sp. z o.o DOES NOT TAKE RESPONSIBILITY for any text errors, typos, orthography, or logo errors. The acceptance of visualisation is equivalent to giving consent for beginning of mass production on its basis.

6. The minimum height of the text included in the design should amount to 2 mm. A smaller font size or graphic element does not guarantee achieving satisfactory quality and is not recommended for use by TGL Poland sp. z o.o.
7. TGL Poland reserves the right to interfere with the graphic design and arrange it in the appropriate manner from the technology perspective.
8. BLEED - is the area of the graphics which is not to be printed. However, it is necessary due to the specific nature of print and production (mainly due to the material flexibility).
9. Three (3) graphic corrections of the visualisation as a part of one (1) order are performed by TGL Poland sp.z o.o. without additional fees. Every consecutive correction shall cost EUR 4.

7. SAMPLE

1. Execution of a pre-production sample does not reflect mass production, but only demonstrates the approximate quality of execution. Due to the mass nature of production, the manufactured products may be different from the approved sample. Deviations may concern e.g. sharp print quality, colours, material structure, stitching, etc.
2. Deviations result from the properties of production process and it is not possible to eliminate them entirely. They do not lower the product value in use. In many cases, potential differences are only subjective feelings.
3. Costs of pre-production sample of dye sublimation printed lanyards: Production cost of one (1) dye sublimation printed lanyard sample for is EUR 4. In case of orders over 1000 pieces, one sample is made free of charge.
4. Costs of pre-production samples of tube bandanas with dye sublimation print: Production cost of one (1) dye sublimation printed tube bandana sample is EUR 5. In case of orders over 1000 pieces, one sample is made free of charge.

8. QUALITY STANDARDS

1. Due to the substrate (fabric tape/ material and its elastic properties), the print of logotypes/graphics may be executed with certain deviation from the centre of the tape/material. In case of printing on a narrow fabric tape/ material (e.g. lanyard), the permissible deviation tolerance amounts to +/- 2 mm. In case of printing other materials (e.g. tube bandana, eyeglass cleaning cloths) amounts to +/- 3 cm.
2. In case of printing dark colours on thin material (e.g. tube bandana), there is a risk that the top layer will adopt the colour of the bottom layer (the paint will strike through).
3. Due to the specific nature of sublimation process and its dependence on many factors, such as fabric tape/material, paper, temperature and length of heating, it is not possible to guarantee ideally sharp edges at the joint of 2 colours.
4. In case of printing 2 designs on both sides of the material, it shall be remembered that the designs will not overlap, i.e. they will be printed with a shift.
5. In case of printing the same graphics on 2 sides of the material, it shall be considered that the front of the material is printed independently from its back ('running print'). Therefore, slight colour and quality deviations are permitted with reference to these 2 sides.
6. In case of 'positioned' designs (front against back of material), shifts of graphics by +/- 10% are permitted.
7. In case of dyeing with the use of sublimation method, due to different material structures (especially white colour of originally fabric tape/yarn, as well as its natural irregularities) and specific nature of production process (both print and stitching), it is possible that on final product will be undercolourations or clearances of white elements in irregular places (undulations of material texture, locations where stitching needles are inserted and side edges of the tape, etc.).
8. Due to the specific nature of the production process and the shrinking of the material, we would like to advise that the actual size of the product may differ from the dimensions specified in the order and in the visualisation by +/- 10%.
9. Due to the specific nature of the production process and the printing, colours (including white) may assume various shades of the colours neighbouring a particular colour. The fabric

tape/material used can also have various shades of white, depending on the batch (including beige, creamy white, etc.). It results from the production process of the fabric/material. It is impossible to have a 100% supervision over that shade. The Customer shall take note of that fact.

9. STITCHING / COMBINING MATERIALS

1. Due to the structure, various fabric/material properties and the fact that stitching is manual work, slight movement and imperfections are permitted. However, they cannot impact the general product usability. For the above-mentioned reasons, there is also a possibility of slight movement/difference between the stitched fabric/material layers within a particular batch of products.
2. In case of a lanyard model in which a safety break is used, we do not recommend locating it directly on the neck, but rather placing it alternatively right near the clip hook, or at half-length of the lanyard (measured after stitching).

10. COPYRIGHTS

1. The Customer/Ordering Party accepts full liability for the content, logo, other labels (including trademarks) and other graphic elements that will be placed on the delivered goods.
2. When approving an order, the Customer releases TGL Poland sp. z o.o. from any liability (including in particular legal liability and liability for damages) resulting from the use of elements mentioned in Item 1, as well as from any claims of third parties concerning placement of the above-mentioned elements.
3. By submitting an order, the Customer undertakes to cover any claims, losses and lost profits that will be incurred by TGL Poland sp. z o.o. due to use of the above-mentioned elements/graphic materials delivered and approved by the Customer.
4. TGL Poland sp. z o.o. shall have the right to claim compensation exceeding the value of incurred losses.

11. TRANSPORT

1. TGL Poland sp. z o.o. shall not be liable for any postal or courier services.
2. Any damages, complaints, comments should be reported directly to the courier service provider at the moment of receipt of shipment. Moreover, in such case a shipping damage report should be unconditionally drawn up with the courier delivering the shipment.
3. TGL Poland sp. z o.o. does not provide any courier services. TGL Poland is a manufacturer of advertising materials and only provides the possibility of using the specified courier company. WE RECOMMEND USING OWN COURIER COMPANIES OR OWN PICK UP OF THE ORDERED ITEMS.
4. TGL Poland sp. z o.o. shall not be liable for any delays in delivery of shipment. In case of any delays, loss of shipment or damages occurring during transport of the goods, the REGULATIONS of transport company and GENERAL TERMS AND CONDITIONS OF PROVIDING TRANSPORT SERVICES shall be applicable. TGL Poland sp. z o.o. has no possibility to interfere with these terms and conditions. Both the Customer/Ordering Party and TGL Poland sp. z o.o. must adjust to these terms and conditions.
5. Costs of transport are according to the price list of TGL Poland sp. z o.o.
6. The delivery date of the shipments is available on the website www.ups.com or a website of another carrier indicated by TGL Poland that performs the transport. TGL Poland sp. z o. o. has no possibility to interfere with transport deadlines.

12. PAYMENTS

1. 5 first orders in case of Customers who have not posted orders at TGL Poland sp. z o.o. must be paid for in form of an advance payment (100% of the value of the order in form of an advance

payment). A change of the payment method for implemented orders will be possible only after a timely payment of the first 5 invoices.

2. Delay in payment (advance payment or a payment of any previous order) shall result in blocking of the possibility of postponed payment deadlines (payment term) and withholding of all deliveries with ordered goods, both future and the current ones.
3. If the Customer is obligated to pay an advance payment before commencement of production, they must send, along with the order confirmation, a confirmation of payment (a scan or a .pdf file) regardless the MODE OF PRODUCTION.
4. TGL POLAND shall reserve the right to pursue the payable amounts before the Court.

13. COMPLAINTS

1. Any complaints must be submitted at TGL Poland sp. z o.o. in writing, including a precise description of the reason to the following address: info@tgl-poland.com, or by traditional mail to the following address: TGL POLAND Sp. z o.o., ul Saperska 40b/6a, 61-493 Poznań within 7 days from the date of receiving the goods (the date of receiving the letter by the company is decisive). Before submitting a complaint, the Customer shall check at least 20% of the received goods. TGL Poland sp. z o.o. shall handle a complaint within 60 days from the date of receiving all the necessary information, including:

- number of defective goods (items)
- description of damage
- photos illustrating the problem

The basis for handling a claim is the necessity to return the entire order to TGL Poland sp. z o.o. (both correct and defective items).

2. Any actions taken by the Customer on their own without a prior notification to TGL Poland sp. z o.o. and without obtaining a written consent (by e-mail) shall be regarded as groundless and unjustified. TGL Poland sp. z o.o. shall not bear any additional costs that were not expressly agreed and approved by both parties to the transaction in writing (by e-mail).
3. Any complaints submitted upon expiry of 7 days from the date of receiving goods shall not be approved.
4. The errors arising by fault of the Customer shall not be subject to complaint.
5. TGL Poland sp. z o.o. shall be liable only for the actual loss. TGL Poland sp. z o.o. shall not be liable for any profits that the Customer could have achieved, had they not suffered the loss (lost profits).
6. Any complaints shall be resolved directly between the Customer (the purchasing party) and the Seller, i.e. TGL Poland sp. z o.o. Notes made by entities that are not a direct party in the transaction, e.g. "the customer of our Customer", "my Customer" shall NOT be accepted.

14. REPEATED ORDER

Due to execution of orders on materials originating from various deliveries (inks, paper, polyester material, components, accessories, tapes, etc.), any changes of shades, material structures, print colours, accessories occurring for a particular product in case of particular orders and deliveries shall not be subject to complaints. Any repeated order of the same product shall be regarded as a NEW ORDER. No complaints resulting from any discrepancies occurring for the above reasons will be considered.

15. APPROVAL

TGL Poland sp. Z o. o. provides each Customer with the possibility to select from among the products and services available at our company. By making a conscious selection and sending an order to be implemented by TGL Poland sp. z o.o., the Customer shall approve and accept the GENERAL TERMS AND CONDITIONS OF ORDERS.

16. FINAL PROVISIONS

TGP Poland sp. z o.o. shall not approve any other order forms or General Terms of Orders than its own

**Appendix 1
PRODUCTION MODES**

DAY 0 – day of receiving the order together with the graphic files.

1. STANDARD MODE (4 working days or longer)

DAY	CUSTOMER ACTIONS	REQUIRED HOURS OF SENDING TO THE SELLER	SELLER ACTIONS	TIME CONFIRMATION BY THE SELLER
DAY 0	ORDER GRAPHIC FILES	UNTIL 12:00	VERIFICATION	UNTIL 13:00
			PRODUCT VISUALISATION	UNTIL 16:00
DAY 1	VISUALISATION APPROVAL	UNTIL 12:00	SAMPLE PHOTOS	UNTIL 15:00
	SAMPLE APPROVAL	UNTIL 16:00		
	PAYMENT PROOF	UNTIL 16:00		
DAY X			SHIPMENT	

2. URGENT 2-3 working DAYS

DAY	CUSTOMER ACTIONS	REQUIRED HOURS OF SENDING TO THE SELLER	SELLER ACTIONS	TIME CONFIRMATION BY THE SELLER
DAY 0	ORDER GRAPHIC FILES	UNTIL 12:00	VERIFICATION	UNTIL 13:00
			PRODUCT VISUALISATION	UNTIL 15:00
	VISUALISATION APPROVAL	UNTIL 16:00		
	PAYMENT PROOF	UNTIL 16:00		
DAY 3			SHIPMENT	

3. EXPRESS MODE 1 working DAY

DAY	CUSTOMER ACTIONS	REQUIRED HOURS OF SENDING TO THE SELLER	SELLER ACTIONS	TIME CONFIRMATION BY THE SELLER
DAY 0	ORDER GRAPHIC FILES	UNTIL 10:00	VERIFICATION	UNTIL 10:30
			PRODUCT VISUALISATION	UNTIL 11:30
	VISUALISATION APPROVAL	UNTIL 12:00		
	PAYMENT PROOF	UNTIL 12:00		
DAY 1			SHIPMENT	

4. INDIVIDUAL MODE

Production mode EXPRESS or RUSH: 1 project maximum of 500 pieces. Bigger quantities are possible but subjects to available production capacity.

The above rules are applied to products with a standard specification:

- T1 fabric tape/material
- lanyard model from 2.1 to 2.5
- standard packaging, 50 pieces in a polybag
- sewing with a transparent seam

Consultation is required especially for:

- singular packaging
- sewing with a cotton thread
- attaching clamp A40
- all other options different than standard

All orders sent after 15:00pm CET are considered as order send on the following labor day

In the event of force majeure, TGL Poland sp z o. o. reserves the right the cancel an order sent in EXPRESS or RUSH mode until 15:00 o'clock CET.

The condition for timely implementation of an order in EXPRESS or RUSH mode, is sending graphic file made according to template which is available online at www.tedgifted.com. Preparing the product visualisation from the beginning by TGL Poland sp z o. o. may cause longer implementation time of the order.

The conditions to be met in order to have TGL Poland sp. z o.o. commence implementation of the order shall be a timely and complete receipt of all information in writing and all the elements specified below:

- filled in and signed order form
- verified graphic files found positive and accepted by TGL Poland sp. z o.o.
- delivery address
- confirmation of the advance payment, if required
 - Email with subject field MUST include: **MODE TYPE/ PROJECT NAME / QUANTITY**

All modifications (graphic adjustments, change of accessories, material, packaging method, etc.) as well as incomplete data or changes in acceptance times result in a change of the implementation date.

ORDERING IN STANDARD MODE – SCHEDULE

1. The order shall be sent together with graphic files by email until 12.00pm CET. The day of sending the order along with the correct graphic files is treated as the day of commencement of the order (Day 0).
2. The order and graphic files that have been sent incomplete or after 12:00pm CET are treated as order sent on the following labor day.
 - a) TGL Poland sp. o.o. verifies sent graphic files until 13.00 o'clock CET (Day 0) and informs the customer in written (e-mail), whether graphic files are prepared correctly, in accordance with the technical specification (see section 5 of General Terms and Conditions of Orders).
 - b) After graphic files have been positively verified, TGL Poland sp. z o. o. proceeds to prepare the visualisation of the product (artwork) and send it by email to the Ordering Party no later than 16.00 o'clock CET (Day 0)
 - c) The customer agrees to accept the resulting visualisation to mass production until 12.00pm CET on the day (Day 1).
 - d) If the Customer sends an accepted visualisation by 12:00pm CET on the same day (Day 1), he will receive a photo of the sample no later than 15:00 o'clock CET.
3. Only in the standard production mode (4 labor days or longer), it is possible to make a pre-production sample.

In order to meet the deadlines and assumptions, it is necessary that in the title of the email to TGL Poland sp. o.o. there were two elements:

PRODUCTION MODE / PROJECT NAME