GENERAL COMMERCIAL TERMS AND CONDITIONS

§ 1
Definitions

1. The terms used herein shall have the following meaning:
   a. GCTC – this document together with all appendices thereto,
   b. Cooperation Agreement – an agreement concluded between Digital Disc and the Customer in writing or through the exchange of e-mail messages, to which these GCTC apply,
   c. Digital Disc – the entity with which the Customer concludes the Cooperation Agreement, listed in §2(1). For orders placed in the online store digipres.eu, this is DIGI-PRES Adam Kalata or an affiliated entity entrusted with the performance of the order (in particular Digital Disc Sp. z o.o.), as indicated on the proforma invoice,
   d. Customer – a natural person (with full legal capacity) or legal entity who entered or intends to enter into an agreement with Digital Disc. A Customer may be either a Consumer, Quasi-Consumer or an Enterprise,
   e. Consumer – in accordance with the Act of 23 April 1964 – Civil Code, it is a User who as a natural person performs an act in law not directly related to their business or professional activity.
   f. Quasi-Consumer – an entrepreneur running a sole proprietorship who enters into contracts which do not have a professional nature arising from the subject of activity pursued by that entrepreneur,
   g. Enterprise – a Customer who is not a Consumer or Quasi-Consumer,
   h. Product – movable property constituting the subject of the Cooperation Agreement,
   i. Materials – any and all kinds of content (e.g. visual, musical, audiovisual, graphic, photographic) and physical products (e.g. packaging, printing materials) provided to Digital Disc by the Customer in connection with the performance of the Cooperation Agreement,
   j. Delivery – the handover of Products by Digital Disc to a courier company or the Customer, depending on arrangements made by the Parties.

§ 2
General provisions

1. These General Commercial Terms and Conditions constitute general terms and conditions of agreements within the meaning of Article 384 of the Polish Civil Code of 23 April 1964 – Civil Code (Dziennik Ustaw 2020, item 1740, 2320), apply as a template for agreements, and remain effective throughout the entire duration of commercial cooperation to Cooperation Agreements entered into between Customers and:
   a. Digital Disc Sp. z o.o. with its registered office in Łomianki (05-092), ul. Dolna 61b, entered into the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, the 14th Commercial Division of the National Court Register, under the number 0000441910, REGON (National Business Registry Number): 146408647, NIP (Tax Identification Number): 1182088684, or
   b. Adam Kalata who operates a business under the business name “DIGI-PRES” Adam Kalata, ul. Dolna 61b, 05-092 Łomianki, NIP (Tax Identification Number): PL5261006725.

1a. For orders placed in the online store digipres.eu, the Cooperation Agreement is concluded with the entity indicated on the proforma invoice, in accordance with §1(6) of the Terms and Conditions of the Online Store. That entity issues the proforma invoice and the VAT invoice and is liable to the Customer for the performance of the Cooperation Agreement.

2. The GCTC form an integral part of the Cooperation Agreement and are binding for both Parties, unless the Parties agree to waive these GCTC in documentary form, otherwise being null and void, especially in the Cooperation Agreement. Entry into additional memoranda of understanding shall result in the exclusion of corresponding provisions of the GCTC that are replaced by the provisions of the new memorandum of understanding entered into by the Parties.

3. The GCTC shall be deemed accepted by the Customer upon conclusion of the Cooperation Agreement. Therefore, the Customer agrees to incorporate the provisions of these GCTC into the Cooperation Agreement.

4. The GCTC are publicly available on the website at digipres.eu and may be sent at the request of the Customer to their e-mail address.

5. The terms used in this document apply to Cooperation Agreements, unless they have been defined otherwise therein.

6. Without the consent of Digital Disc expressed in writing, otherwise being null and void, the Customer does not have the right to transfer the rights and obligations arising from or related to the concluded Cooperation Agreement to third parties.

7. Customers are under an obligation to read the Product specifications provided for each Product at: https://digipres.eu/en/templates/, the guidelines concerning print file parameters, printing and technical specifications of records available at https://digipres.eu/en/faq/, and the “Quality standards for pressing vinyl records” available at https://digipres.eu/wp-content/uploads/2025/06/DP_Quality-standards-pressing-vinyl-records.pdf. The aforementioned documents form an integral part of the GCTC and each and every Cooperation Agreement.
8. If the Customer and Digital Disc have agreed a mutually binding price list for services supplied by Digital Disc to the Customer, the said price list shall be attached to each of the Cooperation Agreements entered into by the Parties, unless the Parties explicitly stipulate otherwise in the Cooperation Agreement.
9. These GCTC apply in full to Customers who are Enterprises or Quasi-Consumers. They apply to Customers who are Consumers only to the extent specified in the Terms and Conditions of the Online Store digipres.eu. For orders placed in the store, in the event of a discrepancy between these GCTC and the Terms and Conditions of the Online Store, the Terms and Conditions prevail.

§ 3
Performance of the Cooperation Agreement – general provisions

1. Digital Disc undertakes to each time perform the subject of the Cooperation Agreement with the utmost diligence, using its knowledge and professional experience, as well as in compliance with the agreed deadlines and specifications, and the Customer undertakes to pay the remuneration on time.
2. In matters related to the performance of the Cooperation Agreement, in particular in matters related to setting deadlines, the approval of graphic design, the delivery of Materials, business correspondence, and the submission of remarks regarding Products, the Parties will conduct correspondence by e-mail or via the file portal drop.digipres.eu. Entities authorized to conduct the said correspondence shall be stated in the Cooperation Agreement.

§ 4
Materials

1. The Customer is under an obligation to provide Digital Disc with all kinds of Materials necessary to produce the Products. Materials must meet the requirements set forth in the technical specifications developed by Digital Disc, available at: https://digipres.eu/en/templates/ and https://digipres.eu/en/faq/.
2. Materials constituting artwork and recordings should be provided to Digital Disc in digital form via the file portal drop.digipres.eu, by e-mail or via a cloud transfer.
3. Materials in the form of movables that were prepared and delivered by the Customer on their own, including printing or packaging Materials, must be delivered in the quantity exceeding the print run of the relevant Product. In the case of printing materials, their number must be 3% higher, whereas in the case of packaging – 0.5% higher.
4. Digital Disc has the right to modify Materials in terms of color, if the Material does not take into account the technological limitations of a specific print technology.
5. Digital Disc is not liable for damage to or loss of the Materials, except for damage caused intentionally.
6. Materials not used in the production process shall be disposed of by Digital Disc within 7 days from the date of completion of work on the subject of the Cooperation Agreement, unless the Parties stipulate otherwise in the Cooperation Agreement.
7. The Customer shall be fully liable for defects, errors and deficiencies in the Materials and the consequences caused by them to the Product and to the performance of the subject of the Cooperation Agreement.
8. The Customer’s files and recordings are confidential and are used solely to perform the Cooperation Agreement. They are accessible to Digital Disc, the entities referred to in §2(1) and subcontractors. Files are stored in the portal for 6 months from the date of dispatch of the Products and then deleted.
9. Stampers, moulds and printing plates made for the Cooperation Agreement remain the property of Digital Disc and are stored for 12 months from the date of dispatch of the Products for possible re-pressings, after which they may be disposed of.

§ 5
Performance of the subject of the Cooperation Agreement

1. The approximate deadline for the performance of the subject of the Cooperation Agreement by Digital Disc shall be established by the Parties in the Cooperation Agreement.
2. The production of Products will commence within 7 (in words: seven) business days from the moment when all of the following conditions are met:
    a. Digital Disc has received Materials that have been finally approved by the Customer and comply with the technical specifications of Digital Disc, 3. 4. 5. 6.

b. approval of the entire artwork by the Customer. Approval is given in the file portal drop.digipres.eu or by e-mail,

c. receipt of payment of the remuneration for the subject of the Cooperation Agreement, if the Cooperation Agreement provides for advance payment. For orders placed in the online store, payment is always made in advance, on the basis of the proforma invoice.

3. Digital Disc shall have the right to unilaterally change the date of performance of the subject of the Cooperation Agreement in the event that Digital Disc is unable to start production for reasons beyond its control, in particular when:

   a. the Customer delivers incorrectly prepared Materials,

   b. the Customer fails to deliver Materials by the deadline agreed by the Parties,

   c. Materials provided to the Customer for acceptance are not accepted within the applicable time limit,

   d. additional Materials are delivered and affect the scope of the performance obligation of Digital Disc,

   e. the necessary raw materials are not delivered by a third party,

   f. interruptions in the supply of utilities prevent the start of production,

   g. there are circumstances of force majeure, in particular: fire, earthquake, flood, epidemic, general strike, general riot, natural disaster, embargo, war, or other circumstances that are beyond the control of Digital Disc.

4. Digital Disc has the right to postpone the date of performance of the subject of the Cooperation Agreement due to reasons beyond the control of Digital Disc, in particular those specified in paragraph 3 of this Article. Changing the date due to reasons mentioned above shall not constitute grounds for the Customer to withdraw from the Cooperation Agreement or to claim compensation for failure to complete the subject of the Cooperation Agreement on time. Digital Disc will designate a new deadline for the performance of the subject of the Cooperation Agreement by way of an e-mail message.

5. Prior to commencing production, Digital Disc must receive the acceptance of all files containing the graphic design from the Customer.

6. The Customer acknowledges and accepts that:

   a. there may be color differences due to the technical parameters of the monitors used to view the files and, therefore, the colors displayed on the screens may differ from the colors on the printed Products. Therefore, the color mismatch between the print and the screen image cannot be claimed as a reason to file a complaint regarding color or to lodge any other claims against Digital Disc,

   b. Materials constituting a master for the relevant production do not require acceptance by the Customer. The Parties agree that a master that meets the technical requirements of Digital Disc for pressing shall be, upon conclusion of the Cooperation Agreement and its delivery to Digital Disc, automatically transferred to the pressing plant for production, unless the Parties agree otherwise in the Cooperation Agreement,

   c. All revisions made by Digital Disc to the Materials must be sent to the Customer for approval before production begins,

   d. in the standard printing process, several titles are placed on the printing sheet and it is not possible to optimize print colors for only one of them, therefore there may be slight differences from the source materials. Work that requires maintaining the color scheme according to the approved color scheme design must be printed individually based on an individual cost estimate. If the Customer does not report the need for individual printing, combined printing is used and the presence of color differences compared to the source materials cannot be the basis for directing any kind of claim against Digital Disc.

7. Digital Disc has the right to discontinue the production of the Product at any time. In the case of refusal to commence production of the Product until such time as the Parties conclude the Cooperation Agreement, Digital Disc will inform the Customer of the above fact and refund to the Customer any payments made. After the Cooperation Agreement has been concluded, Digital Disc may unilaterally withdraw from it until production has started. In the event that the reason for withdrawal are circumstances attributable to the Customer, Digital Disc has the right to retain remuneration for the work performed to date. In particular, this applies to a situation where the Customer fails to deliver Materials or Materials prove to be in breach of §7(6) at any stage of production.

8. Digital Disc shall have the right to withhold performance of the Product to the Customer in the event that the Customer is in default or in arrears with any payment to Digital Disc. The Customer shall not have the right to any claims against Digital Disc on account of the aforementioned withholding of production of the Product. If the Customer is in default or in arrears by more than 14 days (regardless of which Cooperation Agreement is affected by the default or arrears), Digital Disc shall have the right to withdraw from any of the Cooperation Agreements concluded with the Customer.

9. If the Production involves the production of vinyl records, CDs or cassettes, the number of final items produced may differ from the number of items ordered. The discrepancy in the final quantity may be -/+ 10% (in words: ten percent) of the ordered print run. The Customer accepts the aforementioned discrepancy and the Parties agree that the Customer will not have the right to bring any claims on account of the above. Once the final number of print run copies has been determined, the Parties will settle the account according to the final number of copies.

10. If the Customer has ordered a test pressing or a test cassette, production of the run starts after the Customer approves the test. Approval of the test means approval of the sound. The lead time for the run is counted from the date of approval of the test.

§ 6
Release of the subject of the Cooperation Agreement

1. The deliveries of Products are performed on the basis of a separate order concerning details of the Delivery placed by the Customer by way of an e-mail message, no later than 7 business days prior to the scheduled Delivery date of the Products agreed upon by the Parties in the Cooperation Agreement.

1a. For orders placed in the online store, the delivery address and method result from the order and the separate order referred to in paragraph 1 is not required. Delivery is possible worldwide.

2. The Delivery date is determined by Digital Disc, taking into consideration the order referred to in paragraph 1 above. The date and method of Delivery shall be determined unilaterally by Digital Disc, of which Digital Disc shall inform the Customer by way of an e-mail message.

3. The Products are considered Delivered upon:
   a. where Products are picked up by the Customer – the release of Products to the Customer by Digital Disc,
   b. where the Customer engages the services of a third party, especially a courier company – the release of Products by Digital Disc to the aforementioned third party.

4. Upon the release of Products to the Customer (as specified in paragraph 3a above) or upon the release of Products to a third party (as specified in paragraph 3b above), the risk of loss, damage or forfeiture of the Products shall be transferred to the Customer.

5. Digital Disc shall not be liable for the date of delivery of Products by the entity referred to in paragraph 3b above.

6. Digital Disc shall have the right to unilaterally change the date of Delivery and shall be under an obligation to inform the Customer of the above by way of an e-mail message, at the same time indicating the new Delivery date. The Customer shall not be entitled to any claims on account of the above.

7. The Customer shall be under an obligation to collect the Delivery on time, including a partial Delivery of the Products.

8. The obligation to insure the Products for the period of transport rests with the Customer, unless the Parties have agreed otherwise and stipulated this change in the Cooperation Agreement.

9. In the event that the Customer fails to collect the delivery of Products on time (in accordance with the procedure set forth in paragraph 3a above) or the Customer fails to accept the shipment, resulting in the return of the Products to Digital Disc (in accordance with the procedure set forth in paragraph 3b above), the Customer shall be under an obligation to pay Digital Disc a fee of PLN 130 (in words: one hundred and thirty Polish zlotys) net for the storage of each pallet containing the Products, for each started month of storage. In addition, the Customer shall once again pay the Delivery fee and the shipping costs for the Products.

10. Digital Disc has the right to demand payment of the price for the Products covered by the Cooperation Agreement, despite failure of the Customer to collect them.

11. After the expiration of 30 days from the agreed Delivery date, Digital Disc shall have the right to dispose of the Products at the expense and risk of the Customer, with Digital Disc retaining the right to remuneration and fees for storage of the Product prior to the disposal, in accordance with the terms laid down in paragraph 9 above.

12. The delivery of the Products referred to in paragraph 3b shall be made by sending the Products to the address specified in the order referred to in paragraph 1. If the order does not specify a different location, the Product will be delivered to the address of the registered office of the Customer.

13. The costs of Delivery of the Product, including transport, packaging, storage costs, shall be borne by the Customer.

14. In the case of failure to collect the Products or refusal to collect the Products covered in the Delivery, Digital Disc shall be entitled to unilaterally assume that the Products have been effectively released to the Customer. Failure or refusal to collect the Products shall not affect the right of Digital Disc to receive consideration the performance of the subject of the Cooperation Agreement in its entirety.

15. Upon taking possession of the Products, prior to their further distribution or sale, the Customer shall be under an obligation to check their quantity, the condition of their packaging and report any issues to Digital Disc no later than 7 days from the date of taking possession of the Products.

16. Digital Disc shall not bear any kind of liability, if the Customer or the entity to whom the Products were released failed to check the condition of the Products as indicated above. 1.

§ 7
Materials – Copyright

1. Upon handing over the Materials to Digital Disc, the Customer declares that:
   a. the Customer has the full right to dispose of the Materials, holds the author's economic rights to the Materials that are not limited in favor of any third party, or holds the rights to use the Materials,
   b. the Materials constitute the property of the Customer,
   c. persons recorded on Materials, whose consent is required for distribution, have expressed their consent to the release of their image,
   d. information contained in the Materials is consistent with the truth and not intended to mislead,
   e. performance and completion of the subject of the Cooperation Agreement by Digital Disc will not infringe any third party rights, especially copyrights and related rights.
2. The Customer undertakes to present, within 3 days, relevant documents proving the legal status referred to in paragraph 1 above whenever requested to do so by Digital Disc.

2a. Digital Disc may request a licence from a collective management organisation (e.g. ZAiKS, GEMA, SACEM) for the reproduction of the works, or a statement that the works are not covered by the repertoire of such an organisation. Until it is provided, Digital Disc may suspend production, and the lead time is extended accordingly.

3. The Customer shall be fully liable for the Materials and for any infringement of third party rights. In the event that any third-party claims are made against Digital Disc with respect to the Materials provided by the Customer, the Customer agrees to settle such claims and, in the event that Digital Disc settles such claims, to reimburse Digital Disc at its request for the entirety of the covered monetary claims and any related expenses, including the costs of litigation, arbitration, administrative or settlement proceedings.
4. Upon providing the Materials to Digital Disc, the Customer grants Digital Disc a free, non-exclusive licence, unlimited in territory, to use the Materials solely to the extent necessary to perform the Cooperation Agreement, for the period of its performance and of the storage referred to in §4(8)–(9). Digital Disc may grant sub-licences only to the entities referred to in §2(1) and to subcontractors, to the same extent.
5. The licence covers fixing and reproducing the Materials by any technique, including pressing, magnetic and digital recording, printing and reprographic techniques, in order to make the Products, test pressings, mock-ups and previews.
6. The Customer is under an obligation to discontinue the delivery to Digital Disc of Materials containing content that is illegal or contrary to good practices, in particular content that is sexually explicit, vulgar or defamatory, offensive to religious feelings, incites racial, ethnic or religious hatred, propagates the infringement of copyright, computer piracy, disseminates data breach techniques, viruses and any other materials with similar content or effect. Digital Disc shall have the right to demand the delivery of Materials that do not contain the aforementioned content, and in the event of ineffective expiration of the deadline set for the Customer to send modified content, Digital Disc shall be entitled to withdraw from the Cooperation Agreement. The right to withdraw from the Cooperation Agreement may be exercised by Digital Disc within 30 days from the date of ineffective expiration of the period referred to in the preceding sentence.
7. In the case of doubts as to the accuracy of the statements referred to in paragraphs 1 and 6 above, Digital Disc shall have the right to suspend the performance of the subject of the Cooperation Agreement until the issue of infringement of the rights of a third party is clarified. The Customer is not entitled to any claims on account of the above.
8. Digital Disc may publish, for promotional purposes (on its website, in social media, in its portfolio and promotional materials), photos and videos of the production process and of the finished Product, including the cover. The Customer's recordings (audio) may be published only with the Customer's separate consent. At the Customer's request, Digital Disc does not publish materials before the release date.
9. Digital Disc may disclose the fact of cooperation with the Customer for the purpose of advertising and promoting its business and use the Customer's name and logo for this purpose.
10. The Customer shall be under an obligation to pay Digital Disc a contractual penalty for making false statements or violating other terms and conditions of this Article, in the amount of PLN 10,000 (in words: ten thousand Polish zloty) per violation. Digital Disc may seek compensation in excess of the amount of the aforementioned contractual penalty in accordance with generally applicable laws.
11. In the event that Digital Disc is ordered by a court order to destroy the Product or discontinue its distribution, the Customer shall not be entitled to any claims against Digital Disc. Digital Disc shall be entitled to full remuneration for the performance of the subject of the Cooperation Agreement in the above case.

§ 8
Payment

1. The Customer agrees that Digital Disc may issue and send electronic invoices pursuant to Article 106 of the Value Added Tax Act of 11 March 2004. Electronic invoices will be sent by Digital Disc to the address provided by the Customer, including, in particular, to the e-mail address specified in the Cooperation Agreement.
2. For orders placed in the online store, the Customer pays on the basis of the proforma invoice within 7 days of receiving it; if the proforma invoice is not paid on time, the order is not performed. In other cases, the payment term runs from the date indicated on the VAT invoice, unless the Parties have agreed otherwise in the Cooperation Agreement.
3. The date of payment shall be the date on which the bank account of Digital Disc is credited.
4. The Customer cannot make the payment by filing a statement of set-off against amounts owed to the Customer by Digital Disc.
5. The prices indicated in offers and price lists intended for entities who are not Consumers do not include VAT, which will be charged at the rate in effect on the VAT invoice issue date.
6. The Customer authorizes Digital Disc to issue a VAT invoice without the signature of a person authorized to receive the invoice from the Customer.
7. The remuneration of Digital Disc for the performance of the subject of the Cooperation Agreement may be increased, if public and legal levies related to the performance of the subject of the Cooperation Agreement have increased after the Cooperation Agreement has been concluded.
8. If cooperation is terminated or the Cooperation Agreement is withdrawn from, terminated or expires due to reasons not solely attributable to Digital Disc, Digital Disc shall have the right to receive full remuneration stipulated in the Cooperation Agreement from the Customer.
9. Digital Disc shall have the right to receive the full remuneration stipulated in the Cooperation Agreement, regardless of any other claims of Digital Disc provided for by law.
10. In the event that the Product is damaged or destroyed as a result of the workmanship according to the instructions received from the Customer, Digital Disc will receive full remuneration under the Cooperation Agreement. The above does not deprive Digital Disc of other claims provided for by law.

§ 9
Liability

1. Terms and conditions concerning the liability of Digital Disc towards a Quasi-Consumer under contracts that require the transfer of ownership of the goods to the Quasi-Consumer are governed by Chapter 5a of the Act of 30 May 2014 on Consumer Rights.
2. As regards complaints, the Consumer may exercise the rights granted to them by the provisions of the Act of 30 May 2014 on Consumer Rights, including in relation to non-compliance of the goods with the contract of sale. Digital Disc shall be liable to the Consumer for non-conformity of the goods with the agreement existing at the time of delivery and disclosed within two years from that time. Prior to the expiration of the aforementioned period, the Quasi-Consumer may notify Digital Disc of any identified non-conformities by sending an appropriate message by one of the forms of contact with Digital Disc.
3. As the Products are made to the Customer’s specifications and serve to satisfy the Customer’s individual needs, the Quasi-Consumer has no right to withdraw from a distance contract (Article 38(1)(3) in conjunction with Article 38a of the Polish Act of 30 May 2014 on Consumer Rights).
4. Digital Disc is liable to the Enterprise for defects of the Products by replacing defective copies with copies free from defects or by refunding their price, provided that the Enterprise reports the defects within 14 days of Delivery. Otherwise, liability under the warranty is excluded.
5. The liability of Digital Disc to the Enterprise for non-performance or improper performance of the Cooperation Agreement, including delays in production or Delivery, is limited to the net remuneration for the given Cooperation Agreement. Digital Disc is not liable for lost profits or indirect damage, in particular for unsold Products, cancellation or postponement of an event (e.g. a concert or a release), loss of profit, customers or contracts, or for delays caused by the carrier. These limitations do not apply to damage caused intentionally.

§ 10
Final provisions

1. Should any of the provisions of these GCTC prove to be or become invalid, this shall not affect the validity of the remaining provisions of the GCTC. In such case, the Parties shall replace the invalid provision with another legally effective provision that as closely as possible reflects the intended economic purpose of the invalid provision.
2. Digital Disc has the right to unilaterally amend the GCTC at any time. If the GCTC are amended, Digital Disc will inform the Customer of the amendment no later than 14 days before it is to become effective, by way of an

e-mail message. Amendments to the GCTC shall come into force within 14 days from the date on which the Customer is informed about the amendment.

3. If Digital Disc does not exercise any right under the GCTC or the Cooperation Agreement, it shall not be deemed as a waiver of any rights or terms set forth in the GCTC or the Cooperation Agreement.
4. All matters not regulated herein shall be governed by the provisions of Polish law.
5. Any and all disputes arising between Digital Disc and the Customer shall be settled by Polish courts with jurisdiction over the registered office of Digital Disc.
6. These GCTC in their current wording are effective as of 6 November 2026.