

# I. General provisions

## §1

Terms and definitions:

**Publisher** – Oficyna Wydawnicza Oikos sp. z o.o. 02-316 Warsaw, 1/7 Kaliska street, KRS Warsaw no. 00000-82863 TIN 118-00-09-226, share capital 393.000 PLN, the publisher of “Jagodnik” magazine.

**Employer** – a natural person or a legal entity ordering a placement of an advertisement, a sponsored article or an insertion in “Jagodnik” magazine.

**Magazine** – “Jagodnik” magazine issued by Publisher

## §2

Publisher will not be responsible for the content of published advertisements, sponsored articles and attached inserts.

## §3

Publisher will not be responsible for damages caused by force majeure in case its total or partial interference with production or distribution of Magazine.

## §4

Publisher reserves the right to refuse placing an advertisement, a sponsored article or an insert if doing so is against the law, contrary to good practice, intruding personal conduct or potentially subjecting Publisher to liability.

## §5

Publisher has the right to refuse placing an advertisement, a sponsored article or an insert if their content is contradictory to the character of Magazine or may be seen as a competition for the activity of Publisher or related entities.

## §6

Publisher reserves the right to reject advertising insertion order for convenience, without liability.

## §7

Employer, when placing an order for an advertisement, a sponsored article or an insert, certifies that he holds the copyrights, the related rights, patent rights and others rights to use trademarks, images, photos etc. used in advertisements, sponsored articles and inserts to be published. If the above is factually incorrect, Employer is solely responsible.

## **II. Conditions of placing advertisements, sponsored articles and inserts**

### **§8**

Publishing of an advertisement or a sponsored article, as well as attaching an insert, will be done exclusively on the basis of a written order delivered by Publisher, which after signing by Employer, will be sent back to Publisher by post, fax or email. The postal address, the fax number and the email address will be placed on order form.

### **§9**

Deadlines of order delivery, sending advertisement or article production materials and delivery of a finished advertisements are included in Media Materials 2021, accessible at **[jagodnik.pl/reklama/](http://jagodnik.pl/reklama/)**

### **§10**

Employer has the right to abandon publishing of an advertisement, a sponsored article or an insert without financial liability, at the latest on the day 8th of every month prior to the publishing of Magazine's next edition, in which Employer's advertisement, sponsored article or insert was to be published. If Employer decides to withdraw an order for reasons beyond the control of Publisher, at a later date then shown in §10, Employer is obliged to immediately pay 50% of the initial price. A renouncement has to be done in writing. If a renouncement is communicated after finished advertisements have been delivered, Publisher will charge Employer with 100% of the order value.

### **§11**

Advertising materials for printing have to be sent by email, as required in Media Materials 2021, accessible at **[jagodnik.pl/reklama/](http://jagodnik.pl/reklama/)**

### **§12**

The rules of producing advertisements by Publisher for Employer are included in Media Materials 2021, accessible at **[jagodnik.pl/reklama/](http://jagodnik.pl/reklama/)**

### **§13**

A preprint has to be attached to each delivered advertisement. In the absence of such, complaints related to adequate colour reproduction will not be granted.

### **§14**

Publisher is not responsible for the delays in publishing resulting from inappropriate content or insufficient quality of advertising materials.

### **§15**

In case of inserts, Employer is obliged to state an exact format and weight of an insert. This data is crucial to make a quotation for attaching an insert and has to be included into the order.

#### **§16**

The deadline of inserts' delivery to the printing house where Magazine is printed is the same as "finished advertisement delivery date" and it can be found in Media Materials 2021, accessible at [\*\*jagodnik.pl/reklama/\*\*](http://jagodnik.pl/reklama/)

#### **§17**

Publisher will not be liable for technical quality of attached inserts. Moreover, Publisher will not be liable for potential mechanical damage of inserts incurred in transportation or distribution of "Jagodnik" magazine.

#### **§18**

1. Publisher does not grant Employer the exclusive right to attach inserts in a given edition. It is possible and permissible that in one edition of "Jagodnik" magazine there will be several inserts of different entities, including competing ones.
2. In certain cases, Publisher may grant Employer exclusivity to attach an insert in a given edition of a given title, on the condition of Employer paying the extra charge, as given in Publisher's pricelist in force.

### **III. Payments**

#### **§19**

Advertisements' formats and prices for "Jagodnik" magazine are included in Media Materials 2021, accessible at [\*\*jagodnik.pl/reklama/\*\*](http://jagodnik.pl/reklama/). Prices do not include VAT.

#### **§20**

Payments for advertisements, sponsored articles and inserts are to be paid through bank transfer onto this bank account: **PKO BP (EUR) PL 95 1020 1042 0000 8302 0240 6460 SWIFT BIC: BPKOPLPW** within 14 calendar days from issuing VAT invoice.

#### **§21**

In case of individual arrangements, payments for advertisements, sponsored articles and inserts are to be paid within the timeframe indicated in the signed order..

#### **§22**

In case of recurring orders, Publisher reserves the right to suspend publishing of advertisements, sponsored articles or inserts if deadlines of payments are not met.

### **§23**

If payment deadline indicated in §20 is not met, Publisher has the right to dismiss further requests to place advertisements, sponsored articles and inserts made by Employer, as well as natural or legal person acting on Employer's behalf.

### **§24**

Quotation will be made individually by Publisher for non-standard advertisements or inserts.

## **IV. Complaints**

### **§25**

1. A preprint, being a faithful reflection of print's colours and format, delivered by Employer before the service is performed, will constitute the basis for considering a complaint.
2. Complaints related to the quality and manner of publishing advertisements, sponsored articles and inserts should be delivered by Employer in writing, within the timeframe of 10 working days from the date of first publication of the advertisement, the sponsored article or the insert in question.
3. Written complaints shall include:
  - if concerns advertisement publication – a detailed description of irregularities of published advertisement in relation to the order placed, a date and a number of magazine's edition in which the advertisement is to be published.
  - if concerns insert publication - a detailed description of irregularities of published advertisement in relation to the order placed or an information that attaching inserts did not occur, even though the order was placed and the inserts delivered.
4. Answers to the complaints will be provided in writing, by the authorized Publisher's attorney.
5. Not meeting the conditions of complaint's deadline or written form results in Employer losing the right to place the complaint concerning the faulty advertisement, sponsored article or insert, as well as, further publication of the material with the same irregularities, in case of recurring publications.
6. If a complaint is valid, Publisher is obliged to rectify the defects. The form of compensation will be agreed between Publisher and Employer by negotiation.

## **V. Final provisions**

### **§26**

To all matters not settled herein, provisions of Civil Code, Copyrights and Neighbouring Rights Acts, Press Law Acts and Electronic Rendering Services Acts will apply.

### **§27**

Any disputes concerning advertisements, sponsored articles or inserts orders will be resolved by the regional court, assigned to the place of Publisher's headquarters.