

AGREEMENT No.

This agreement is entered into by and between Pedroso Sp. z o. o., Postal address/ Adres pocztowy: 30-960 Krakow 1, Skryta Poczta 73, Poland, KRS: 0000514018 represented by owner Mario Alfredo Pedroso, hereinafter referred to as the Contractor and

_____, represented by _____
_____, referred to as the Buyer. Both parties agree to:

1. Book Storage

VAT not included in below tables (monthly prices):

1.1. Book orders are stored at no expense for 21 days from the day of arrival; afterwards tables 1.8. and 1.9. apply. During the first three days after expiration of this period the buyer shall send a storage status report to the contractor.

1.2. The buyer is obliged to immediately inform the contractor about possible damage of arriving merchandise. The sale/ pickup shall start two days after arrival of order, unless otherwise agreed by both parties.

1.3. The buyer is not required to verify identity of physical / legal entity picking up/ purchasing books. Unique receipt number and verification of prepayment shall suffice.

1.4. The contractor shall inform the buyer one day in advance about arriving merchandise.

1.5. Pretensions for damages occurred during storage, which shall be compensated by the buyer, may be presented only during the first 30 days after sale/ pickup.

1.6. The buyer is not responsible for orders, which have not been either delivered or picked up; see 2.4.

1.7. Local parcel laws apply to delivered merchandise.

1.8.

Euro pallet	Euros
<i>1</i>	
<i>2</i>	
<i>3</i>	

1.9.

Volume (cubic meters)	Euros
<i>1</i>	

2	
3	

1.10. Fine for not paying storage invoice in time is set by the buyer to be paid by the contractor and equals (% / day), to be billed in accordance with 3.5.

2. Receiving and Sending Payments

2.1. The buyer is authorized to receive payments in cash, card (debit/ credit) for the contractor. For taking cash, the buyer charges the contractor _____ Euros per pickup/ sale. VAT by Polish rates, unless otherwise agreed by both parties, is added/ included in sale price and is explicitly written in receipt.

2.2. Prepayments:

2.2.1. Cash, online, credit/debit card, cheque or regular bank transfer to the contractor:

As fixed by 3.5., monthly bank transfers from the contractor will settle buyer's bills.

2.2.2. Cash, credit/debit card to the buyer:

The whole amount must be immediately transferred to the contractor; otherwise the preparation and shipment of order might not be possible and the contractor shall not assume responsibility for arguments arising therefrom.

2.3. Cash or credit/debit card on delivery/pickup:

2.3.1. The money is accumulated by the buyer and, in accordance with 3.5., transferred to the contractor at the end of every month (except 2.3.2.)

2.3.2. Accumulated amount must be transferred to the contractor when required, for instance, in case of large orders/ circulation numbers.

2.3. Cost of international and national bank transfers are shared by and between the buyer and the contractor, with the exception of 2.3.2, when it shall paid solely by the contractor, in accordance with 3.5. (it is recommended to always make SHARED international transfers).

2.4. Possible disagreements with clients are responsibility of the contractor, provided the merchandise has not been altered or damaged by the buyer or a third party.

2.5. Alternatively, the buyer may choose to purchase from the contractor at prices, which might depend on order size and/or possible cost fluctuation of printing material and transportation. After a sale between the buyer and the contractor is effected, and its quality attested for, the contractor is freed from any pretension and VAT rules, as

specified in 4.1.3., apply. Initial test order (from 10 to 20 units of each title) is feasible.

VAT not included in below tables:

Paperback:

Number of books	978-9949-30-040-2	978-9949-30-043-3	978-9949-30-058-7	978-9949-30-059-4	978-9949-30-574-2	978-9949-30-575-9
1-100						
101-500						
501- 2500						
2501-5000						
5001-10000						
>10001						

Hardcover:

Number of books	978-9949-30-040-2	978-9949-30-043-3	978-9949-30-058-7	978-9949-30-059-4	978-9949-30-574-2	978-9949-30-575-9
1-100						
101-500						
501- 2500						
2501-5000						
5001-10000						
>10001						

3. Pickup, Shipping and Delivery

3.1. The order must be wrapped in cellophane and/or put inside envelope (boxes) when required.

3.2. Packages/ parcels must be ready for customer / shipping company pickup. Fines by shipping company for not having complied with agreed pickup schedule are paid by the buyer.

3.3. The cost of preparing each pickup does not depend on order size and is equal to _____ Euros plus possible envelope/box costs.

3.4. If the buyer is capable of timely and fully shipping/ delivering orders (nationwide and/ or export) the following basic price tables apply. Fines for failing to comply with agreed delivery schedule are set by the contractor to be paid by the buyer in accordance with 3.5. and equals (_____ % / day). For taking cash, the buyer charges the contractor _____ Euros per delivery.

VAT not included in below tables:

- Europe (specify countries):

Weight	Regular ,Euros		Registered ,Euros	
	EU	Non EU	EU	Non EU
<i>Less than5 kg</i>				
<i>From 5 kg to 7 kg</i>				
<i>From 7 kg to 9 kg</i>				
<i>From 9 kg to 11 kg</i>				
...				

- *Rest of the World (specify countries):*

Weight	Regular ,Euros		Registered ,Euros	
<i>Less than5 kg</i>				
<i>From 5 kg to 7 kg</i>				
<i>From 7 kg to 9 kg</i>				
<i>From 9 kg to 11 kg</i>				
...				

3.5. At the end of each month the buyer prepares a bill, which is automatically deducted from the amount that must be transferred (within 10 calendar days) to the contractor for effected sales. Both the contractor and the buyer must prepare within the first 5 calendar days of each month invoices, which shall be paid within 10 calendar days from arrival by the other side. Each party must inform the other in case a monthly bill has not arrived within established period. All invoices may be sent by email.

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4. Placing Orders and Online Bookkeeping

4.1. Orders may be placed online, by telephone, in person, fax, email or any other manner only through the contractor.

4.2. Piracy, defined as books/ DVD's, or parts thereof, illegally printed or publicly displayed, must be immediately denounced to the contractor and competent national authorities.

4.3. Sabotage by third parties of stored database/ data transfer/ web servers must be immediately denounced to the contractor and competent national authorities. Instructions for online ordering / bookkeeping:

4.3.1. Bookkeeping tables

*Orders placed
Payments sent to Pedroso Sp. z o. o.*

Payments sent from Pedroso Sp. z o. o
Complete list of ordered books
All in one page
By date

4.3.2. Resetting passwords

Registration
Bookkeeping

4.3.3. Online ordering

Place an order online
Cart
Order details

4.3.4. Other

Login history
Send message and/or receive reply

Notes:

The store/ delivery point is provided with two independent passwords, which can be reset from the bookkeeping console. The first one must be used during online registration by a user, who will act in the name of the store/ delivery point.

The second password is for logging into the bookkeeping module, from where the store/ delivery point can order books/ delivery services. Tracking the status of each order and each book of every order is possible.

Only local VAT added to book costs (free delivery) for purchases made in bookshops/picked at delivery points, anywhere. Orders may be prepaid online, by cash, regular bank transfers or cheques; invoice with transaction number automatically generated. Individual online ordering code of store/ delivery point displayed in "Physical Stores".

European Union: (VAT equals zero if purchase made by legal entity with VAT number, otherwise 20% (on CD's/ DVD's/ delivery costs) and 9% (on books) for orders placed online.)

Important!:

1. The preliminary receipt number (transaction number) is unique. It is also printed on the invoice of a credit card/ Paypal prepayment.

- Customers can create a receipt copy from database using the invoice number (Physical bookstores)*
- 2. All bookkeeping tables may be displayed separately; user-defined table height.*
 - 3. Logout is safe, icon on every content page and in the sidebar. Nevertheless, it is recommended to close the browser after having emptied its cache.*
 - 4. Simultaneous sections detected: clickable warning displayed at bottom of sidebar, user may close the rest of all active sessions.*
 - 5. Software errors can be corrected on short notice, services customized.*

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4. Validity of Agreement and Procedure of Amendment

- 5.1. The Agreement is valid from the day of signing until the day when all conveniences, stipulated and mended in this agreement are fulfilled.*
- 5.2. The Agreement may be terminated upon the conformity between the Parties, having informed the other Party in writing 15 calendar days in advance, and before notification having fully settled the services provided before the termination of the Agreement and all transactions associated with them having been concluded.*
- 5.3. The contractor shall have the right to terminate this Agreement without notification if the buyer fails to meet the requirements provided hereby.*
- 5.4. Arguments arising in connection with the Agreement shall be settled by way of mutual conformity, and in case the Parties failed to concur, in accordance with the procedure established by the laws of the _____*
- 5.5. Both parties are exempt from liability in cases generally defined by the Force Majeure clause.*
- 5.6. This agreement has two equally-effective copies, one for each of the Parties.*

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Addresses and properties of the Parties

Contractor: <i>Pedroso Sp. z o. o.</i> <i>ING Bank Śląski S.A.</i> <i>PL89105014451000009030421508 – PLN</i> <i>SWIFT: INGBPLPW</i> <i>Postal address/ Adres pocztowy: 30-960 Krakow 1,</i> <i>Skryta Poczta 73, Poland</i> <i>email: info@pedroso.pl</i> <i>Telephone/ Telefon: +48 698 428 226</i> <i>KRS: 0000514018</i> <i>NIP: PL6762479010 / 6762479010</i> <i>REGON: 123191677</i>	Buyer:
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Date:

Signatures and stamps:

Contractor:	Buyer:
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