

Guide for Suppliers

Initial provisions

1. These basic requirements regarding Suppliers (hereinafter "General Terms and Conditions") regulate the general rules for the completion of orders and for cooperation between Quad/Graphics Europe Sp. z o.o. (hereinafter "Quad Europe") and its business partners/suppliers/contractors (hereinafter "Supplier") within the scope of the delivery of consumables, parts and services or works provided to Quad Europe.
2. The General Terms and Conditions apply to Suppliers who have not concluded individual agreements.
3. The General Terms and Conditions form an integral part of every Order submitted by Quad Europe. It is assumed when confirming an Order, or when preparing to undertake the activities included in an Order, that the Supplier has accepted the terms of the Order and the General Terms and Conditions without any changes.
4. Any verbal arrangements or deviations from the General Terms and Conditions, or amendments or exclusions, require written confirmation in order to be considered valid.

Orders – general

1. Before carrying out an order, the Supplier should send an offer for the product by e-mail. The offer should contain: the price, EXW delivery terms (transport costs, duration) and validity. If the goods do not come from the territory of Poland, the offer should also contain the CN code, the country of origin and the weight of the product.
2. The Supplier should complete delivery only on the basis of a written order (PURCHASE ORDER) sent in pdf format by an employee of Quad Europe to an e-mail address specified by the Supplier.
3. The purchase order form contains the delivery address and the requirements related to delivery notification (the delivery notification obligation refers to selected locations: Radzymin; Wyszaków - the warehouse on ul. Stolarska; and Wyszaków - hall no. 10 on ul. Pułtуска) and pallet sizes.
4. In the event of additional costs (such as for transport) which were not included in the order, the Supplier is obliged to inform Quad Europe about them before beginning

performance of the order. The recipient should accept them in writing.

5. If the buyer does not give consent for the additional costs, the Supplier should not begin performance of the order.
6. The Supplier is obliged to immediately confirm every received order by e-mail. Each order should be confirmed separately.
7. Confirmation of an order by the Supplier means agreeing to its terms and conditions.
 - If delivery cannot be completed on the date specified in the order, the Supplier should notify about that immediately and specify the nearest possible delivery date.
 - If the purchase order does not contain a price, or the price is inconsistent with the offer, before beginning performance of the Order, the Supplier should specify the correct price and begin performance of the Order only after receiving written approval of the price from an employee of Quad Europe.
 - If the order form contains any inconsistencies in the delivery terms, before beginning performance of the Order, the Supplier should report them to Quad Europe and begin performance of the Order only after receiving written consent from an employee of Quad Europe.
8. In the event of a delay to the confirmed delivery date, the Supplier should immediately notify the employee of Quad Europe who sent the order about the delay.
9. Delivery documents - the Supplier is obliged to issue correct delivery documents. They should contain the purchase order number, and the name and quantity of the products consistent with the received order.
10. VAT invoice - the Supplier is obliged to issue a correct invoice in accordance with the applicable legal provisions, containing the order number, WO and CAR (if included in the purchase order), and the payment amount consistent with the amount specified on the order form.
11. The invoice should be issued in the currency of the order. Should it be necessary for the Supplier to apply an exchange rate, the average exchange rate of the National Bank of Poland from the day preceding the invoice date should be used.
12. Only a correctly issued invoice constitutes the basis for payment for the delivered goods/services.
13. Invoices should be delivered to Quad/Graphics Sp. z o.o., ul. Pułtуска 120, 07-200 Wyszaków, with the note "ACCOUNTING", or, if an agreement concerning electronic invoices has been concluded, to the specified e-mail address.

Invoices should not be sent together with the goods!

14. In the event of any inconsistencies between the delivery and the order, either in whole or in part, payment for that invoice can be suspended in whole or in part corresponding to the value of the inconsistency in the delivery, until correct delivery is completed.
15. The Supplier is obliged to pack the goods in an appropriate manner and in a way which protects them during transport.
16. The Supplier is obliged to place information about the product's expiry date on the

packaging.

17. In the event of a defect in the product/packaging being detected, the Customer has the right to refuse to accept the order.
18. In the event of any complaints, the Supplier is obliged to resolve them without undue delay.
19. Each Supplier is subject to an assessment by Quad Europe. Following a positive assessment, the Supplier may be assessed no more often than once a year.

Orders - chemical substances

Quad Europe has implemented an Integrated Management System comprising ISO 9001, ISO 14001, ISO 45001 and ISO 28000. It also holds the ECOLABEL, PEFC, FSC certificates and operates in accordance with EN71-3. We would therefore like the following requirements to be respected.

1. Before delivering a new chemical substance to a Quad Europe facility, the Supplier is obliged to send the MSDS of that substance consistent with the valid REACH regulation.
2. Quad Europe will review the MSDS from the point of view of environmental protection, OHS and whether it meets the ECOLABEL requirements.
3. After approval, an employee of the Purchasing Department will send a written order to the Supplier.
4. The Supplier SHOULD NOT deliver any chemical substance without first receiving a written order and the written consent of an employee of the Purchasing Department, even if the product is being sent free of charge for testing purposes only.
5. In view of the certificates possessed and the requirements of our customers, we reserve the right to require Suppliers to complete declarations connected with environmental or security aspects or to present the appropriate certificates.

Orders - services/maintenance

Quad Europe has implemented an Integrated Management System comprising ISO 9001, ISO 14001, ISO 45001 and ISO 28000. It also holds the ECOLABEL, PEFC, FSC certificates and operates in accordance with EN71-3. We would therefore like the following requirements to be respected.

1. Before entering a Quad Europe facility, the Supplier is obliged to review and strictly adhere to all guidelines contained in the document entitled "Agreement on cooperation to ensure safety at work, the course of action in situations threatening life or health and environmental protection on the premises of Quad/Graphics Europe Sp. z o.o. in Wyszków" while performing any services.

2. An invoice for a completed service may be issued after the Supplier sends a service report signed by both parties. This report should contain the order number.
3. Upon the request of Quad Europe, the Supplier should send its certificate of tax residence.
4. In the event of the provision of services/maintenance in the facilities of Quad Europe the Supplier is obliged to deliver a copy of its insurance certificate. If the policy has expired, the Supplier should send a valid certificate before beginning performance of the services/maintenance.
5. While providing the services, the Supplier, meaning both its own employees and other persons providing services to Quad Europe on behalf of the Supplier, may stay only in the area designated by Quad Europe. Moving around the facilities outside the designated area is possible only in the presence of a representative of Quad Europe.
6. If performance of a service entails the necessity to provide Quad Europe with personal data, the parties should conclude an appropriate agreement regulating the rules of transferring personal data.
7. It is forbidden to use mobile phones, take photographs or make video recordings on the premises of Quad Europe without the prior consent of Quad Europe.

Quad Europe Supplier Code of Conduct

Reputation and success Quad Europe starts with an unwavering commitment to honest and ethical business practices. Our long-standing value of Do the Right Thing reflects our culture of ethics and compliance, and forms the basis for this Supplier Code of Conduct ("Supplier Code"). Our expectation is that Suppliers will always Do the Right Thing and follow this Supplier Code at all times and in all situations. The Supplier Code sets forth our requirements in the areas of business integrity, labor practices, associate health and safety, and environmental management. Suppliers, vendors, contractors, consultants, agents and other providers of goods and services who do business with Quad Europe entities (collectively hereafter referred to as "Supplier" or "Suppliers") are required to follow the Supplier Code. Failure to comply with the Supplier Code may result in the termination of Quad's Europe relationship with a Supplier.