**General terms of sale**

**§1. General provisions**

1. These General Terms and Conditions of Sale (hereinafter "OWS") specify the rights and obligations of the parties to the contracts for the sale and delivery of goods and services, the seller of which is:

Zakłady Papiernicze Delfin B. Walenia i Spółka Sp. J siedziba: 70-112 Szczecin, ul. W. Starkiewicza 2, Polska forma prawna: spółka jawna, wpisana do Rejestru Przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy w Szczecinie, XIII Wydział Gospodarczy pod nr KRS: 0000258695, NIP:955-216-51-69,(hereinafter„Seller”).

1. These GTS constitute an integral part of the sales contracts concluded by the Seller
2. These GTS apply if the other party to the contract (hereinafter: "Buyer") is an entrepreneur within the meaning of the Civil Code.
3. These GTS exclude the use of other contractual templates (general contract terms, sales conditions, contract templates, regulations, etc.) used or determined by the Buyer.
4. Contractual provisions, individually agreed and confirmed in writing, take precedence over the provisions of these GTS to the extent that they contain regulations different from these GTS.
5. These GTS are published on the Seller's website: www.delfin.biz.pl

**§2. Definitions**

The terms used in these General Terms and Conditions of Sale mean:

1. Seller: Zakłady Papiernicze Delfin B. Walenia i Spółka Sp. J., headquarters : 70-112 Szczecin, ul. W. Starkiewicza 2, Polska, nr KRS: 0000258695, NIP:955-216-51-69
2. Buyer: legal person, organizational unit without legal personality and a natural person conducting business activity.
3. Payment deadline - the day on which the payment for the goods or service becomes due.
4. Products - products, goods and services, goods to be sold under a sales contract between the Seller and the Buyer.
5. Order - an offer to purchase products made by the Buyer in writing, delivered in person, by mail, courier or e-mail, containing at least: name of the ordered product, quantity, Buyer's data necessary to do a VAT invoice and company details, contact details, method, date and place of receipt of ordered products.
6. Confirmation - a written statement of the Seller about the acceptance of the order, submitted to the buyer after its receipt, together with the specification of at least the price of the goods, the total value of the goods ordered, the deadline, place and conditions of delivery / receipt and terms of payment.

**§3. Conclusion of contract**

1. Information on goods and services the seller of which is the Seller (hereinafter: "Products") presented in catalogs, folders, brochures, etc., as well as posted on the Seller's website are for information purposes only.Buyer is concluded at the time of receipt of the order by the Seller
2. The buyer may place orders in writing, delivered in person, by post, courier or e-mail.
3. Placing an order means accepting the general terms of cooperation from this form. The exception may be the regulation of cooperation with another comprehensive agreement.
4. The Seller submits to the Buyer an offer in writing (by fax, mail or e-mail).
5. The agreement between the Seller and the Buyer is concluded at the time of receipt of the order by the Seller, which in relation to the essential terms of the contract does not depart in any way from the offer received by the Buyer.
6. In the case of a discrepancy between the order placed by the Buyer and the Seller's offer, the confirmation of the order, which is issued and sent to the Buyer by the Seller, shall be binding, unless the Buyer cancels the order in writing (e.g. by e-mail), immediately however not later than 1 calendar day from the date of receipt of the written order confirmation by the Seller.
7. The Buyer's order should contain the following data:

• Buyer's name - with the exact address,

• NIP number,

• Identification of the indicated Product with the trade name or specification from the offer, Quantity of ordered goods,

• Product delivery and collection date

1. If the order concerns an earlier offer, it is necessary to include the offer number or date of receipt on the order. If the reference number / date of the offer is not quoted, the Seller shall not be liable for any price discrepancies on the VAT invoice, lack of Product availability, as well as non-compliance in specific Product parameters specified in the original order.
2. In the case of making products based on materials provided by the Buyer and accepted by him, the delivery date begins on the date the Seller confirms receipt of the relevant materials from the Buyer. Any changes to the order or changes in the materials provided by the Buyer may result in a new delivery date. In the event of a culpable delay in delivery, the Buyer may be entitled to compensation, but only in an amount not exceeding the value of the order. This compensation will be possible after the Buyer indicates an additional delivery period not less than 14 days.
3. The Buyer, by providing the Seller with materials for the production of goods and accepting them, bears all responsibility for the copyrights and protective rights of the goods purchased.
4. Cancellation of the order by the Buyer is only allowed in exceptional circumstances after prior arrangement of the cancellation conditions with the Seller. The Seller reserves the right to charge the Buyer’s actual costs incurred up to the time of cancellation - not greater than the value of the order.
5. Due to the specificity of materials, goods and production process, the Seller reserves the right to accept the volume of production and sale of individual products:

• goods made up on rolls or from roles +/- 15%

• multi-element goods +/- 5%

• unit goods - sales in collective packaging as trade units.

The quantities resulting from the tolerance will be taken into account when issuing the goods to the Buyer on the delivery documents and such quantities are invoiced.

**§4. Price**

1. The price for the Product which is the subject of the sales contract will be each time specified in the offer or sales contract.
2. The Buyer is obliged to pay the price within the time limit resulting from the VAT invoice issued by the Seller, unless another date results from the provisions of the offer or the provisions of the sales contract.
3. The date and form of payment are agreed for each Buyer individually.
4. The price is paid in the form of a transfer to the bank account indicated by the Seller in the VAT invoice or in another form specified in the offer or sales contract.
5. The payment is considered to have been made when the funds have been credited to the Seller's bank account.
6. The Seller reserves the right to unilaterally increase the price if after the conclusion of the contract there are objective reasons justifying an increase in the price of the Product, which the Seller had no influence.
7. The prices provided by the Seller are net prices and will be increased by the tax on goods and services in the amount and in accordance with the requirements provided for in applicable law.
8. The prices provided by the Seller do not include any customs fees or other financial charges imposed on the Products in accordance with the law applicable to the Buyer's seat.
9. Failure to settle the payment within the period specified on the invoice will authorize the Seller to suspend the delivery of Products and suspend the implementation of already accepted orders. The Seller may make the performance of a new order placed by the Buyer who is in arrears with payments or pays invoices untimely conditional on the payment of an advance against the Buyer's new order.
10. In the event of a delay in payment of the price, the Seller shall be entitled to interest for the delay, even if the Seller has not suffered any damage and if the delay was a consequence of circumstances for which the Buyer is not responsible. The seller is entitled to statutory interest, unless a different amount of interest is specified in the contract. The obligation to pay interest does not exclude the claim for damages on general principles
11. Lodging a complaint does not release the Buyer from the obligation to make payments for the Products within the set deadline.

**§5. Delivery and transport of Products**

1. Products will be delivered according to the date specified in the offer or order confirmation.
2. The delivery date may change in the case of:
3. suspension of delivery for reasons attributable to the Buyer; b) Buyer's delay in payment for product; c) the Buyer's failure to provide the Seller information necessary to complete the delivery; d) majeure. In this case, the delivery period will be extended by the period of occurrence of such circumstances, including the time necessary for the Seller to resume delivery.
4. The cost and risk of transporting Products shall be borne by the Buyer, unless there are other additional arrangements.
5. The risk of damage, destruction or loss of the Product shall pass to the Buyer at the moment of delivery by the Seller
6. The buyer is obliged to check the compliance of the delivered goods with the order immediately after receiving the Product. It is obliged to check, in particular: the condition of the shipment products, as well as the quality, quantity and assortment of the delivered goods, as well as immediately (i.e. at the latest within 5 business days) to notify the carrier and the Seller of reservations in this respect by making a non-compliance report. The seller reserves the right to check the damage of goods reported at the place of delivery. In the event of defects, you have the right to lodge a complaint within 30 business days of delivery / pickup. If the complaint is accepted, the parties agree on a replacement delivery or commercial settlement.
7. If the Buyer extends the delivery deadline or if the Products are not accepted, the Seller has the right to charge the Buyer with transport and storage costs in the amount of 0.1% of the sale value for each day of storage.

**§ 6. Force majeure**

1. The Seller shall not be liable in the case of failure to comply with the obligations arising from the contract, if this was due to reasons beyond his control, which could not have been foreseen at the time of conclusion of the contract and which could not have been avoided (force majeure).

**§ 7. Contractual penalties**

1. The buyer is obliged to pay the seller a contractual penalty for withdrawing from the contract for reasons beyond the Seller's control, within 7 calendar days from the date of the contract, in the amount of 20% of the price increased by the tax on goods and services.
2. The payment of the contractual penalty does not release the Buyer from the charge of actual costs that arose until the withdrawal from the contract for reasons beyond the Seller's control.

**§8. Responsibility**

1. The seller is liable for non-performance or improper performance of the contract, except that this liability is limited to damage of a real nature, excluding lost profits. The Seller is also not liable for any damages arising from improper selection of Products, their improper use or use contrary to their intended use.
2. In any case, the Seller's liability for all damages not covered by the exclusion is limited to the actual loss of the Buyer, not exceeding the amount of 100% of the net contractual remuneration, however this limitation shall not apply to damages caused by willful misconduct.
3. The Seller will not accept the complaint if the Buyer reports a small amount of a defective product, which will be a fraction of the delivery, and the products will have small deviations of parameters acceptable in the industry.
4. The Buyer is responsible for the possibilities of using and the effects of using the Products provided by the Seller in certain solutions, even if the Seller was involved as an advisor or consultant in the preparation of the design and final product of the Buyer.
5. The Seller shall not be liable to the Buyer for defects in goods made by the Buyer using the Products supplied by the Seller.

**§9**

1. The tools (plates, blanking dies and others) ordered by the Buyer for the production of ordered goods are his property if he paid for their total value. These tools are stored for 12 months from the date of manufacture.
2. The Seller has the right to dispose them after this period at its own expense without informing the Buyer.
3. The buyer may provide a written request to collect his own tools before the storage period has expired. Collection takes place at the expense of the Buyer.

**§10. Warranty**

1. The Seller's liability under the warranty for physical and legal defects of the Product is excluded.

**§11. Final Provisions**

1. The law applicable to these GTS is Polish law.
2. The parties shall endeavor to settle amicably any disputes arising in connection with the performance of contracts covered by these terms. In the absence of the amicable settlement of the case, the competent court to resolve the dispute will be the court competent for the seat of the Seller.
3. All disputes arising between the parties will be settled in accordance with the provisions of Polish law, with the exception of the Vienna Convention on Contracts for the International Sale of Goods signed in Vienna on April 11, 1980.
4. The invalidity or ineffectiveness of some of the provisions of these GTS does not affect the validity or effectiveness of the remaining provisions.
5. The Seller has the right to store and process the Buyer's personal data for purposes related to the implementation of the sales contract.
6. Any changes to these GTS require written form, otherwise being null and void.
7. In the event that these GTS were also formulated in a language other than Polish, the GTS in Polish shall apply in the event of a dispute.
8. By accepting these GTS the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf in the country and abroad, in connection with the implementation of contracts for the sale of Products offered by the Seller.
9. The Buyer can not transfer knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by trade secret without the consent of the Seller.
10. The Buyer will not, during the term of the contract and after its termination, disseminate, disclose or use such information that is not a secret of the Seller's enterprise, but whose dissemination, disclosure or use could in any way damage the reputation or otherwise cause damage to the Seller.
11. These GTS enters into force on 01/05/2019