

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF GOODS

A. The scope.

1. The following General Terms and Conditions of Sale and Delivery apply to all purchase and sale agreements for goods purchased at Label IT Andrzej Kominek with its registered office in Gliwice, ul. Bojkowska 22, (further LABEL IT) Tax Identification Number (NIP): 631-133-39-94. By placing an order for goods, the Ordering Party declares that he/she has read these GTCS and accepts all of their provisions. 2. In the event that the provisions of the agreement concluded with the Ordering Party deviate from the provisions of these General Terms and Conditions, the provisions of the agreement shall prevail.

B. Order acceptance.

1. Orders are accepted in writing, via e-mail sent to info@labelit.pl or a.kominek@labelit.pl

2. Acceptance of the order is confirmed each time by LABEL IT to the sender's address. No order confirmation means that LABEL IT did not accept the order for processing.

3. LABEL IT may respond to the order and propose different principles for the performance of the order than those specified by the ordering party, in which case if the Ordering Party does not submit a declaration of cancellation of the order within 3 working days, the order shall be processed on the terms and conditions specified by LABEL IT

C. Term for completion, receipt of goods or shipment, inability to deliver.

1. The term for completion of the order is specified each time in the shipment sent by LABEL IT confirming the order.

2. The term for completion of the order is not the same as the term for delivery or receipt.

3. The term for receipt of the goods or shipment is longer in the event of circumstances beyond the control of LABEL IT as long as LABEL IT notifies the Ordering Party of such circumstances.

D. Packaging, receipt and assumption of risk

1. Normally, the goods are packed in cardboard boxes.

2. Non-standard packaging shall be specified in the order, and its costs shall be borne each time by the Ordering Party. The place of receipt of the goods are production plants located in Żory (44-240) at ul. Boczna 8 and Bielsko-Biała (43-346) ul. Katowicka 78

3. Shipment of the good and its insurance during transport takes place only if specified in the order. The costs of transport and insurance shall be borne each time by the Ordering Party, unless the parties agree otherwise.

4. The risk of accidental loss of goods passes to the Ordering Party upon delivery of the goods to the Ordering Party, and in the case of shipment of the goods, delivery to the shipper or carrier indicated by the Ordering Party.

5. LABEL IT is not responsible for failure to meet the term of delivery if it is a consequence of circumstances attributable to the carrier.

E. Prices – payment

1. The agreed price of the subject matter of the agreement does not include the cost of delivery, non-standard packaging and VAT.

2. We charge statutory interest in the event of late payment.

3. If the Ordering Party's payment for the previous order or agreed advance payment/prepayment is overdue, LABEL IT reserves the right to suspend or discontinue the agreement until the arrears are settled.

F. Warranty of quality, complaint procedure.

1. LABEL IT provides one-month warranty for the purchased goods. The warranty period begins from the date of delivery of the ordered goods to the Ordering Party.

2. Quality complaints should be submitted in writing to the e-mail address: info@labelit.pl or a.kominek@labelit.pl within 3 days from the date the defect was found. The complaint should include photos of defective goods and a description of the problem. At the request of LABEL IT The Ordering Party shall be required to send a sample or the whole batch of goods advertised.
3. Quality complaints may only relate to non-compliance of the delivered goods with the order, i.e. quality of materials, use of a material other than specified in the order, production technology other than indicated in the order, failure to comply with other technical parameters strictly specified in the order, such as dimensions or method of manufacture.
4. Slight deviations of the colour of the print from the colour pattern approved by the Ordering Party do not give rise to a complaint. The same applies to the comparison of proofs with print run. All color complaints shall be considered on the basis of color patterns accepted by the Ordering Party and released for printing.
5. In the case of printing on entrusted materials, LABEL IT is not responsible for the quality and suitability of the material supplied.
6. Quantitative complaints should be submitted within 2 days from the date of delivery of the ordered good to the Employer.
7. The Ordering Party is obliged to carry out own tests of the suitability of the goods ordered in terms of their usefulness in a particular application. The above also applies to the method of application.
8. Because the products are used beyond the control of LABEL IT, the company accepts no liability for any damages related thereto.
9. In the event of a substantiated quality complaint (defect of the goods) during the warranty period, LABEL IT undertakes to remove them according to its own discretion by repairing the delivered goods or delivering them free of defects in the same amount. The term for removing defects is up to 7 business days from the date of notification.
10. In the event of a substantiated quantitative complaint, LABEL IT shall supplement the missing quantity of goods.
11. Liability of LABEL IT under the warranty specified in the provisions above is exclusive, i.e. the Ordering Party is not entitled to any claims other than those described in these provisions, in particular the liability of LABEL IT under the guarantee for defects.

G. General limitation of civil liability.

1. The Ordering Party is liable if, by performing his/her order, the rights of third parties have been violated, unless the violation is a consequence of the culpable act of LABEL IT
2. Liability of LABEL IT for lost profits is excluded. In each case, the liability of LABEL IT is limited to an amount equivalent to the order the non-performance or improper performance of which caused damage.

H. Place of performance, competent court and applicable law

1. The registered office of LABEL IT is considered the place of performance of deliveries and payments.
2. The exclusive court competent for all disputes arising between the parties is the Regional Court in Gliwice or the District Court in Gliwice (in accordance with subject matter jurisdiction of these Courts).