

GENERAL SALES CONDITIONS

1. General Provisions

1. These General Sales Conditions define the rights and obligations of the parties to sales and delivery contracts for goods and services, of which BELLERPACK BELLERDRUK Limited Liability Company, headquartered in Bydgoszcz, is the producer, distributor, or seller.
2. Whenever these General Sales Conditions refer to:
 - GSC - this means the "General Sales Conditions";
 - Buyer - this refers to a natural person, legal entity, or an organizational unit without legal personality, purchasing products or services from the Seller;
 - Seller - this refers to: BELLERPACK BELLERDRUK Limited Liability Company, headquartered in Bydgoszcz, street [information missing], registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000298560, NIP 9671278448, REGON 340386341, BDO [information missing]..
3. The GSC are applicable to the parties of each sales contract in which the Seller is involved, unless otherwise agreed upon by the contracting parties.
4. The GSC are published on the Seller's website: <https://bellerdruk.com.pl>
5. The Seller reserves the right to change the provisions of the GSC. In the case of entities that have ongoing business relationships with the Seller, any changes to the GSC become effective from the day new provisions are published on the website. If a change to the GSC occurs during the period of an ongoing contract, the new conditions apply if the Buyer does not terminate the contract within 14 days from the posting of the new GSC provisions on the website.
6. In the event that the Buyer uses their own general contract terms in business dealings, conflicting provisions between the general conditions will not apply. Irrespective of the foregoing, provisions in the general conditions that extend the Seller's liability for improper performance of the contract beyond the principles indicated in these GSC do not bind the Seller.

2. Orders

1. The contract is concluded by accepting an order placed by the Buyer. If the order is placed in response to the Seller's offer, it does not require acceptance if it is consistent with the offer. Any deviations from the offer require explicit acceptance by the Seller.
2. Orders may be placed in written or electronic form, in accordance with the previously presented offer and product specification.
3. The order should contain the name of the product or service, the quantity of the goods ordered, and the identification details of the Buyer.

4. The Seller's offer applies to standard inks (not metallic, neon, pastel, special, etc.), standard thread colors, films, and all other materials and substrates. Non-standard inks and materials require separate pricing and must be indicated in the inquiry, in the offer, and confirmed in the order.
5. Cancellation of the order by the Buyer after its placement is possible only with the explicit consent of the Seller. The Seller may condition their consent on the Buyer covering the costs incurred by the Seller for fulfilling the order.
6. In the event that the Buyer withdraws from the order without the Seller's consent, the Buyer is obligated to cover all costs incurred by the Seller related to the execution of the order.
7. Placing an order for products by the Buyer is tantamount to commissioning all works, including graphic development (drawing outlines, preparing visualizations, etc.), and/or production covered by the offer received from the Seller.
8. Any changes to the order after its placement are only possible with the consent of the Seller and may result in a change in remuneration.
9. All documents and information contained in the offer, order, and order confirmation are subject to trade secrets and may not be disclosed to third parties.

3. Order Fulfillment

1. Products are packed according to the Seller's standard (size and weight of boxes, quantity in a box, size and weight of the pallet), unless special requirements have been indicated in the offer and order.
2. The price includes remuneration for project execution, consisting of arranging graphics on the outline of the product using materials provided in accordance with the Seller's technical requirements. All additional graphic work is chargeable.
3. Before the start of production, the Buyer receives a visualization from the Seller for approval. The visualization may contain errors, so all its elements should be carefully checked. The Buyer has a particular obligation to check the materials sent by the Seller that are needed for product execution, in terms of colors, sizes, print locations, and all content elements, typographical errors, stylistic errors, and the quality of submitted photos.
4. Acceptance of the graphic design takes place in an electronic version. The service of creating a paper version of the proof is not standard; it must be ordered and is chargeable.
5. By accepting the visualization, the Buyer accepts all of its elements, including their placement (along with possible tolerances) and size. The Seller is not responsible for errors that have been accepted by the Buyer.
6. After the acceptance of the graphics, it is not possible to make changes to the project, or doing so will incur additional costs.
7. If production is carried out using provided materials, they must be prepared according to the Seller's graphic studio requirements. Otherwise, the Seller may refuse to execute the production or conditionally accept it upon the Buyer's confirmation, without responsibility for the final effect. The Seller is not responsible for the quality of provided materials in the final product (printing, paper, lamination, reaction to used glue, etc.) and their properties (wear, chipping, scratching, chemical reactions with glue, etc.).
8. If the Buyer is in arrears with payment for previous execution, the Seller may withhold the release of the current order, refuse to accept subsequent orders for execution, and suspend current production

until the arrears are settled (along with interest and other costs). All costs associated with suspending production and withholding product deliveries (including storage and insurance) are borne by the Buyer.

9. In the event of circumstances indicating a risk of the Buyer not meeting their obligations on time, the Seller reserves the right to suspend production and/or delivery of the order and to refuse to accept subsequent orders for execution until the due amounts are paid or appropriate payment security is provided by the Buyer.

4. Order Fulfillment Deadline

1. The order fulfillment deadline (delivery date) is determined by the offer or order confirmation.

2. The deadlines for order fulfillment start running, depending on whichever occurs later: from the day of graphics approval, confirmation of all specification components, or the crediting of a payment to the Seller's account / cash payment, when an advance payment is required.

3. Delays in order fulfillment not exceeding 3 business days are not considered improper contract execution.

4. The deadline is considered met if the products have been handed over to the carrier within the agreed timeframe.

5. If there is a need for delivery within a specific, non-extendable deadline, such information should be included in the order and confirmed in writing by the Seller.

6. The Seller has the right to make the delivery earlier than stipulated in the agreement between the Parties.

7. The delivery date may be subject to change due to:

- Suspension of delivery for reasons attributable to the Buyer;
- Delay by the Buyer in making the payment;
- Failure by the Buyer to provide the Seller with the information necessary for delivery;
- Force majeure events.

8. In such cases, the delivery deadline will be extended by the period during which such circumstances occur, also taking into account the additional time required to resume delivery.

9. If the Buyer extends the agreed delivery date, does not accept the products sent correctly, delays in taking the Product from the Seller's warehouse for more than 7 days, or does not pick up the Product in another agreed location within the agreed period, the Seller has the right to charge the Buyer with transport costs as well as storage costs at the rate of 0.1% of the gross order value for each day of storage.

5. Warunki techniczne druku i podłoży

1. Prints made using offset and flexographic methods are done in accordance with the CMYK standard as well as Pantone "c", "m", or "u" color guides, depending on the substrate. Screen printing is performed in accordance with Pantone "c" or "u" color guides, depending on the substrate.

2. Pantone "u" colors are intended for matte surfaces (e.g., kraft paper). Pantone colors are indicated each time in the accepted graphic design.
3. All color conversions from CMYK to Pantone and vice versa are carried out exclusively at the request and risk of the Buyer.
4. Electronic color samples are not reliable and are treated solely for illustrative purposes.
5. The print colors on the finished product may vary from the Pantone color chart or from the color standard due to different printing substrate parameters and the influence of additional refinement processes such as lamination or varnishing
6. Products made on different substrates (offset paper / coated paper / kraft paper / foil / fabric, etc.) will have different color saturation due to the varying ink absorption of each substrate.
7. In situations where different elements of a single product are made from different substrates (type of substrate / weight), a color difference may occur between these elements.
8. In the case of a repeated order, the print color on the finished product may slightly differ from the previous execution. Water-based inks are subject to constant color deviations, both within a single delivery and in the case of recurring printing.
9. When printing on paper substrates other than white, Pantone or CMYK colors will differ from the color charts. The print color on paper other than white cannot be the basis for a complaint.
10. Each printing method and every technological process (cutting, folding, scoring, die-cutting, embossing, varnishing, stitching, gluing, etc.) has its requirements and limitations, resulting in a tolerance of shifts on the finished product of +/-1mm. However, the print tolerance on material, foil, and machine paper products (eco bags, bakery bags) is +/-10mm. A different and/or additional tolerance may be specified in the offer and/or on the project. The above-mentioned shifts cannot be qualified as non-compliance with the contract execution of the order.
11. Materials that are printed, but not dyed throughout, retain their natural (unprinted) color, visible on all edges.
12. We store polymers (printing plates) for 3 years from the date of the last execution.

These clauses specify the tolerances, limitations, and responsibilities associated with the printing process and product delivery. It's crucial for both parties to be aware of these details to ensure a smooth transaction and to set the appropriate expectations.

6. Other Technical Conditions

1. For technological reasons, products are not glued to the very edges.
2. The color, stiffness, thickness, and other properties of the paper, as well as their tolerances, are determined by the manufacturers' specifications. The seller is not responsible for differences in paper that fall within these norms, whether visible in the same production run or in repeated orders.
3. Paper not protected by foil, as well as printing on it, is subject to natural wear and tear and cracking, especially at all bending points (folding / scoring).
4. Matte lamination is always subject to scratching processes and may stand out, especially on folding lines. Any scratches are more visible with full-surface printing, especially with dark inks. Scratching of matte lamination cannot be the basis for a complaint.

5. The presented shades of material colors (paper, foil, cotton, polypropylene, cords, ribbons, and others) may slightly differ from the actual state due to changes in chemical substances, dyes, or raw materials used in production. Color samples are presented as approximate colors of fabrics/yarns/paper/foil from which we manufacture our products.
6. Sent samples of our products serve as an example of the finish, quality of materials used, product model, and quality and method of marking.
7. The lengths of handles in paper bags are given as actual, not visible (segments before attachment to the product).
8. Due to technological reasons, the tolerance for product formats is +/- 5mm (applies to height, width, and depth), whereas for automatic bags (eco paper, bakery bags) it is +/- 10mm, unless otherwise specified in the offer.
9. Die-cut elements (products made on a cutting die) must be removed from the machine in a full sheet—this necessitates the use of "bridges" that connect the useful part to the rest of the sheet. These bridges may be visible on the edges of the finished product; their number depends on the shape of the cutting die and the type of paper. Bridges retain the original characteristics of the product substrate and are not subject to treatments such as printing, lamination, etc.

7. Payment

1. The Seller may grant the Buyer trade credit. The terms of the trade credit are determined by the Parties in a separate agreement.
2. In the case of the first order, the Seller may condition the production or shipping/collection of products on the prior payment of the entire fee.
3. The Seller may also condition the execution of the order on the payment of a deposit or the entire fee in other cases.
4. The payment deadline is the day the Seller's bank account indicated on the invoice is credited.
5. Until the entire fee is paid, the goods remain the property of the Seller.
6. The offsetting of mutual receivables requires the Seller's consent.

8. Inspection of Goods, Defects, and Warranty for Defects

1. The person receiving the products is obliged to check whether they have been damaged during transport and whether the delivered quantity and the product itself are consistent with the order. In the event of any discrepancies, an appropriate protocol must be prepared in the presence of the carrier (courier, another person carrying out the delivery). Failure to prepare a protocol in the presence of the carrier results in the loss of the right to claim for physical or quantitative defects of the goods.
2. The Seller reserves the right to inspect the reported discrepancy at the place of delivery.
3. The quantity tolerance is specified in the offer. In the absence of such information, it is 10%.

4. If the Buyer uses or forwards the products further without checking them (regardless of whether the forwarding is to another contractor or to their own branches, stores, etc.), it means that they have accepted them without reservations.
5. Ordering transport directly from the Seller to the Buyer's client does not exempt the Buyer from the obligation to check the products at the place of receipt.
6. Defects that were not detectable on the day of receipt (hidden defects) must be reported by the Buyer within 3 days from the day of detection, but no later than 30 days from the day of receipt, otherwise the Buyer loses the rights and claims under the warranty for defects.
7. The risk of damage, destruction, or loss of the product passes to the Buyer at the moment it is handed over by the Seller. The Seller is not liable to the Buyer for defects that occurred in the products after the risk has passed to the Buyer, i.e., occurred after the day they were handed over to the Buyer.
8. The Seller is liable to the Buyer for warranty only in the situation where the product has a defect that reduces its usability, and the defect was present in the product at the time it was handed over to the Buyer.
9. The Seller will make every effort to review reported claims within a period not exceeding 14 days.
10. Until the claim is reviewed, the Buyer is obligated to properly store the goods and allow the Seller the opportunity to inspect the goods.
11. In the event of acknowledging the claim, the Seller, at their own discretion, will either fix the defects, provide defect-free goods, or reduce the payment by the value of the defective products.
12. The removal of defects and the replacement of the product with one free from defects will occur within the necessary technological time.
13. If, as a result of the analysis of the Buyer's claims, it turns out that the defects do not exist, or were reported late, or arose due to circumstances for which the Seller is not responsible, the Buyer shall reimburse the Seller for all costs incurred as a result of the unjustified complaint.
14. The Seller is not responsible for non-performance or improper performance of their obligations if the non-performance or improper performance results from circumstances caused by force majeure. By force majeure, the Parties mean circumstances beyond the control of the Seller, specifically including fires, floods, and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargoes, delays, or interruptions in the supply of raw materials, energy, and components, as well as other unforeseen disruptions, particularly those taking place in factories of components essential to the Seller for production, as well as circumstances on the part of carriers, decisions of public administration bodies, changes in law, and other similar circumstances.
15. The Seller is not liable for any financial losses, including lost profits.
16. In any case, the Seller's liability for product defects is limited to the value of the defective product, and for defects in services rendered—to the value of the compensation for those services.
17. Liability under warranty is excluded for used items.

9. Copyright

1. The Buyer agrees to allow the Seller to display product images on websites and online platforms used by the Seller, as well as for advertising purposes (trade show samples, technical capability samples, etc.). A refusal to grant such permission by the Buyer must be in writing.

2. The Buyer declares that they own the copyright to all content, names, photos, graphics, and other elements placed on the goods. The Buyer authorizes the Seller to exercise these rights for the purpose of fulfilling the order or contract.

3. Any designs created by the Seller are the property of the Seller and may not be duplicated, copied, or transferred to other subcontractors.

10. Final Provisions

1. Any disputes arising between the parties will be resolved in accordance with Polish law.

2. The application of the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, is excluded.

3. In matters not covered, the provisions of the Civil Code apply.

4. These General Terms and Conditions come into effect on September 18, 2023.