

GENERAL TERMS OF SALE

§1 GENERAL PROVISIONS

1. These General Terms of Sale define the rights and obligations of the parties to the contract for sale of goods concluded between the Buyer and the Seller, and thus constitute their integral part.
2. The Seller is considered to be: DominoPack Dominik Wieczorek company, with its registered office in ul. Prymasa Stefana Wyszyńskiego 85, 41-940 Piekary Śląskie, with NIP (tax identification number): 547-206-56-53.
3. The Buyer is considered to be any Contractor conducting business activity.
4. The Seller reserves the right to make changes to the email offer or telephone quote at any time, in particular due to changes of raw materials prices.
5. All goods offered by the Seller are products of full value.
6. The Seller allows a tolerance of +/- 2% by weight of the goods.

§2 PRICES

1. The given prices are net prices, to which VAT will be added, at the rates applicable on the date of issuing the invoice.
2. Price offers are valid while stock lasts. Before placing an order The Buyer is obliged to confirm the compliance of the price with the offer received.

§3 PAYMENT CONDITIONS

1. As a standard, the Seller assumes that the first three transactions are made via cash payment, cash on delivery by the carrier or prepayment on the basis of an Proforma Invoice sent by e-mail.
2. In case of a custom order, the Seller requires an advance payment determined during the order confirmation.
3. The Seller offers, at constant cooperation, an extended payment term along with individually agreed trade credit limits.
4. The Seller reserves the right to refuse to grant or to withdraw an extended payment term without giving a reason.
5. In case of a will to place a new order, where the amount exceeds the granted limit, the Buyer shall be obliged to make an early payment of obligations.
6. In the event of delay in payment, statutory interest will be charged.
7. The Proforma invoice is valid for a period of 2 days. In case of non-payment, after this period, it becomes time-barred and loses its price validity.
8. The Seller reserves the right to the ownership of the sold goods until the full payment for the goods is made by the Buyer, i.e. price, shipping costs and other receivables resulting from the concluded sales contract.
9. At the request of the Buyer, the Seller shall provide the company's documents for inspection.

§4 ORDER OF GOODS

1. The Buyer can place orders:
 1. personally at the company's headquarters
 2. by electronic means
 3. by phone
2. An order received electronically binds the Seller from the moment of order confirmation.
3. An order placed by phone is binding on the parties from the moment the Seller during telephone conversation confirms acceptance of the order for execution.
4. The Buyer is obliged to provide in the order the exact quantity of goods that complies with the loading standards set by the carrier as well as to provide detailed data for invoice and delivery address.
5. The Seller is not responsible for consequences resulting from providing wrong data for delivery, and all costs in this respect will be charged to the Buyer.
6. Orders for custom products require agreement on the terms of sale and delivery time individually with the Buyer.

§5 DELIVERY

1. The date of the order execution is 2 to 7 working days from the moment of accepting the order. In cases beyond control of the Seller, this period may be extended, about which the Buyer will be informed.
2. In the event when the shipment takes place via a shipping company with delivery time up to 48 hours, for delay for reasons beyond the control of the Seller, the Seller is not responsible.
3. There is a possibility of personal collection from the Seller's warehouse. (EXW)
4. Delivery costs:
 1. free delivery on an industrial pallet
 2. delivery on a euro pallet additionally payable
5. The Buyer is responsible for checking compliance of the delivered goods with documents, and in case of discrepancies, he should immediately put his remarks in written on the carrier's copy of the consignment note or write down complaints at his presence.
6. In case of personal collection from the Seller's warehouse, all responsibility is transferred to the Buyer upon release of the goods from the warehouse. The person collecting the goods on behalf of the Buyer should have the Buyer's written authorization.
7. In case of personal collection, the Buyer is obliged to collect the goods not later than within 4 working days from receipt of information about execution of the order. Otherwise the price may change according to the market prices applicable at a given time. In such case the Seller is entitled to charge a fee for the storage of outstanding goods.
8. **As standard, the date when the tax obligation arises is assumed to be the date of receipt of goods delivered by the courier/shipping company and their confirmation on the consignment note by the Buyer.**

§6 COMPLAINT

1. The Buyer is obliged to check compliance of goods with the order immediately after receiving the goods.
2. When the goods defect is found, the Buyer is obliged to notify about it the Seller, within 14 days from the date of collecting the goods. The complaint should be sent in written along with the attached exact photos of the carrier and goods (the entire palette, the complained goods from the outside and inside). After the lapse of the above time limit the rights under the warranty expire.
3. To consider a complaint, a photo of the scale with its legalization is required.
4. If the complaint is accepted, the Seller will correct the invoice. The goods should be returned by the Buyer in their original packaging, in a condition enabling its transport.

5. In case of returning the goods for the purpose of considering the complaint, its non-acceptance results in charging the Buyer with the costs of the return transport and the handling fee.
6. If, during the period to execute the rights under the warranty specified in point 2, the Buyer will make a production test of the purchased goods and the defects of goods will be found, the Buyer is obliged to immediately stop the production. Consumption of more than 20% of the purchased product equals the acceptance of its quality, and thus any rights arising from warranty expire for defects.

§7 PERSONAL DATA PROTECTION

1. Placing an Order equals consent to processing of data about the user for the purpose of providing electronic services and orders delivery by the Seller in accordance with the Privacy Policy.
2. Data concerning Buyers is stored and processed by the Seller, and may also be transferred to the other entities within the DominoPack group for marketing and statistical purposes in accordance with the Privacy Policy.
3. The Buyers receive advertising offers in the form specified by the Seller in accordance with the Privacy Policy.

§8 FINAL PROVISIONS

1. In matters not covered by the general terms of sale and the contract concluded with the Buyer the relevant provisions of the Civil Code shall apply.
2. The competent court to settle any disputes that may arise in relation to the concluded sales contract shall be the court competent for the Seller, and the governing law shall be the provisions of Polish law.
3. The Seller reserves the right to change these regulations at any time. Amendments to the regulations come into force from the date they are published on the Seller's website.
4. The Buyer is obliged to read the regulations, and placing an order means its acceptance.