

General Terms and Conditions

1. Preconditions.

- 1.1. All offers, orders, instructions and deliveries are carried out by SDX Group Sp. z o.o. in accordance with the current regulations of Polish law.
- 1.2. The conditions specified by the Purchaser in his orders and/or purchase conditions shall only be implemented if they are accepted by SDX Group Sp. z o.o. in written form.

2. Invitation to negotiations, offer and order.

- 2.1. The catalogue published by SDX Group Sp. z o.o. on the Company's website constitutes an invitation to negotiations within the meaning of the Civil Code, to which the following conditions shall apply. The contract shall be concluded by placing a written order and after a written confirmation of order acceptance for processing by SDX Group Sp. z o.o.
- 2.2. The conditions proposed in the Catalogue are valid until a new Catalogue is published, however SDX Group Sp. z o.o. holds the right to introduce changes and modifications to the Catalogue on its website (the Internet).
- 2.3. Orders are accepted only in electronic form. In order to be valid, the order should include at least the NIP number, exact address, telephone number and details of the person(s) responsible for carrying out the contract on behalf of the Employer.
- 2.4. The person who signs the order must be authorized to incur liabilities for and on behalf of the Purchaser. If the person signing the order is not authorized to represent the Purchaser in accordance with the registration documents (extract from the National Court Register or certificate of entry into the Business Activity Register), he/she must submit a separate authorization given to the Purchaser by the person authorized to represent the Purchaser.
- 2.5. The order must specify in detail the goods to be ordered.
- 2.6. SDX Group Sp. z o.o. holds the right to refuse processing an order if it is not possible to complete it due to lack of assortment.
- 2.7. The goods supplied by the Purchaser remain the property of the company by SDX Group Sp. z o.o. until the payment for them has been regulated.
- 2.8. The Purchaser's payments overdue to the SDX Group Sp. z o.o. authorize SDX Group Sp. z o.o. to refuse acceptance of a further order, and in exceptional cases to suspend processing of pending orders until the overdue payments have been completed.
- 2.9. By placing an order, the Purchaser is obliged to accept the terms and conditions of the "General Terms and Conditions of Cooperation", unless otherwise agreed in written form.

3. Prices.

- 3.1. The prices in the offers are ex-works warehouse prices by SDX Group Sp. z o.o. in Łomianki and do not include value added tax (VAT) in the amount due according to the valid legal regulations.
- 3.2. Offer prices do not include: shipping costs.

4. Order cancellation.

- 4.1. SDX Group Sp. z o.o. accepts the Purchaser's resignation from the ordered goods if the written resignation is delivered to SDX Group Sp. z o.o. at least 14 days before the planned delivery date of the ordered goods, provided that the Purchaser refunds all costs incurred by SDX Group Sp. z o.o. during the realization of the order.
- 4.2. An exception is if the ordered goods have been produced or the materials for their production have been purchased, in which case the cancellation has no legal validity.

5. Packing.

- 5.1. SDX Group Sp. z o.o. reserves the right to add packaging costs to the shipping costs of the ordered goods. The value of packaging and shipping costs shall be specified in a written confirmation of order acceptance for processing.

6. Delivery.

- 6.1. Deliveries are carried out from the warehouse of SDX Group Sp. z o.o. located in Łomianki. The ordered goods are collected by the Orderer's own transport or, upon the Orderer's order, sent via transport or courier companies.
- 6.2. SDX Group Sp. z o.o. is responsible for executed orders only up to the amount of their value.
- 6.3. SDX Group Sp. z o.o. holds the right to postpone the execution date of an order or to suspend execution of further orders placed by the Purchaser in case of non-payment for previous deliveries, until complete settlement of the receivables due to SDX Group Sp. z o.o.
- 6.4. Receiving goods from a transport or courier company, the Purchaser is obliged to check the condition of the delivered packaging. If the packaging is damaged or the goods are damaged during transport, this fact shall be noted on the waybill or another relevant document signed in the presence of a representative of the transport or courier company, and SDX Group Sp. z o.o. shall be immediately informed.
- 6.5. The delivery deadline for the ordered goods presented by SDX Group Sp. z o.o. verbally during negotiations is only an approximate deadline and shall not be considered as a final deadline. The final deadline shall be the deadline included in the written confirmation of order acceptance for realization.

7. Payments.

- 7.1. If not agreed otherwise, payment of the price for the ordered goods shall be made no later than on the day of receipt of the goods in the manner indicated in the invoice.

8. Claims.

- 8.1. The Purchaser is responsible for checking whether the delivered goods conform with the written confirmation of acceptance of the order for realization.
- 8.2. Quantity complaints. If any quantity discrepancies (shortages) are found, the Purchaser is obliged to report this fact to SDX Group Sp. z o.o. immediately upon the receipt of goods, however, no later than 24 hours from the receipt of goods in written form (e-mail).
- 8.3. If a claim is not reported within the specified period, the Purchaser loses the right to make a claim in this field.
- 8.4. Quality complaints. If quality discrepancies are found, the Purchaser should report this fact to SDX Group Sp. z o.o. immediately upon the receipt of goods, however, no later than 7 days from the receipt of goods in written form (e-mail).
- 8.5. Until the complaint is finally resolved, the Purchaser is obliged to secure the goods subject to the complaint and store them in a manner that prevents any possible damage or shortages.
- 8.6. If it is necessary to consider the complaint, the Purchaser is obliged to send the claimed goods back to SDX Sp. z o.o. at his own cost.
- 8.7. As soon as the Purchaser resells the ordered articles, SDX Group Sp. z o.o. is released from responsibility for delivery errors and defects of the articles (does not include the hidden defects).
- 8.8. SDX Group Sp. z o.o. is not responsible for damages resulting from delay in receipt of goods, impossibility of delivery, failures to meet contractual and legal obligations and fault in concluding the contract, unless such damages are caused by intentional actions of SDX Group Sp. z o.o.
- 8.9. SDX Group Sp. z o.o. is obliged to process quantitative and qualitative complaints properly submitted within 14 days from their submission.
- 8.10. Submitting a complaint does not release the Purchaser from the obligation to pay for the delivered goods on time.

9. Sale of printed articles.

- 9.1. The colours of the PANTONE scale prints are determined in order to achieve the closest possible colour match in the PANTONE scale.
- 9.2. Printing materials should be sent in graphic files, in vector form, Illustrator or Corel version up to X6 inclusive (fonts converted to curves, colour description according to Pantone scale).
- 9.3. Additional tasks on the submitted materials (logo processing, introducing changes, etc.) will be priced individually.
- 9.4. The Purchaser accepts a production sample before production starts.
- 9.5. All materials necessary for the preparation and launch of production and execution of the order such as: films, screens and matrices remain the property of the company SDX Group Sp. z o.o.

10. Limitation of liability.

10.1. SDX Group Sp. z o.o. is not responsible for possible damages resulting from force majeure, the effect of which would lead to non-performance or improper performance of the order.
10.2. The risk of accidental loss of or damage to the ordered goods shall pass to the Purchaser as soon as they are handed over to the Purchaser or handed over to the entity providing transport or courier services.

11. Warranty liability.

11.1. SDX Group Sp. z o.o. is not responsible for warranty defects of ordered goods.

12. Copyrights

12.1. The Purchaser agrees to use the goods manufactured by SDX Group Sp. z o.o. in advertising materials, on the www.sdxgroup.pl website, as part of expositions at branch events and as samples of the technical capabilities of SDX Group Sp. z o.o. in terms of marking quality.

12.2. SDX Group Sp. z o.o. has the right to include in its advertising materials information on the provision of services to the Purchaser, as long as signed contracts do not state otherwise.

12.3. The Purchaser declares that he has acquired and holds the copyrights and related rights to all contents (trademarks) in the area and fields of use allowing, in accordance with the law, for their placement on the goods in the manner specified in the order or contract, and that they are free from any legal defects and do not break the rights of third persons and do not constitute an act of unfair competition. The Purchaser is fully responsible for compensation for damages (if any claims are raised against SDX Group Sp. z o.o. by third persons in connection with the goods, the Purchaser undertakes to satisfy these claims directly or to refund SDX Group Sp. z o.o. the equivalent of the amounts and other services that SDX Group Sp. z o.o. had to provide to satisfy the third persons; the Purchaser is also responsible for legal costs incurred by SDX Group Sp. z o.o.

12.4. The Purchaser hereby authorizes SDX Group Sp. z o.o. to exercise the copyrights and related rights referred to in item 12.3. above, to the full extent to which these rights are vested, solely and exclusively for the purpose of fulfilling the order or contract.

12.5. All item designs prepared and developed by SDX Group Sp. z o.o. belong to SDX Group Sp. z o.o. and may not be copied or duplicated nor transferred to other subcontractors without written consent of SDX Group Sp. z o.o.

13. Dispute resolution.

13.1. Should any disputes arise between the Sides and any discrepancies or claims arise, the Sides undertake to work together to resolve them by agreement.

13.2. In the absence of such an agreement, disputes shall be settled by the court having jurisdiction over the registered office of SDX Group Sp. z o.o.

14. Final arrangements.

14.1. Any changes relating to the above conditions must be made in written form and approved by both sides in order to be valid.

14.2. In matters not covered by the above arrangements, the provisions of the Civil Code are applied.

14.3 Unless otherwise agreed, the person placing the order at the registered office of SDX Group Sp. z o.o. acknowledges and accepts the arrangements above.

SDX Group Sp. z o.o

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