

# GENERAL TERMS AND CONDITIONS OF SALE

## I. DEFINITIONS

1. For the purposes of these „*General Terms and Conditions of Sale*” the expressions and terms indicated below, shall have the following meaning:
  - 1) „**GTC**” – this document „*General Terms and Conditions of Sale*” which is used by Seller, and which applies to sale made in the course of a professional trade;
  - 2) “**Seller**” – PartyDeco Sp. z o.o. Spółka komandytowa with its registered office at Piskorskiego 11, 70-809 Szczecin, entered into the court register under No. KRS 0000508617, and VAT No. 9552356219;
  - 3) “**Buyer**” – a natural person conducting a business activity in the meaning of the Polish Act of 2nd July 2004 on freedom of economic activity, a legal person or an organizational unit without legal personality, which:
    - i. is registered in Central Registration and Information on Business or in the Companies Register of the National Court Register and;
    - ii. concludes a contract/agreement with the Seller for the purpose directly related to their business or professional activity;
  - 4) “**Parties**” – Seller and the Buyer;
  - 5) “**Offer**” – an offer in the meaning of the Civil Code of 23rd April 1964 presented by the Seller;
  - 6) “**Order**” – document setting out the Buyer’s demand for Goods
  - 7) “**Contract**” – a contract of sale concluded between the Seller and the Buyer, which is based on Order with the attachments and GTC
  - 8) “**Goods**” – the movable property along with components and appurtenances being the subject of the Agreement,
2. Whenever in the GTC the term is used in the singular, it also applies to the term used in the plural and vice versa, unless otherwise provided in a specific regulation.

## II. GENERAL PROVISIONS

1. Placing Order by the Buyer is equivalent to acceptance for all GTC provisions.
2. GTC applies to all contracts and deliveries except the contracts concluded with consumers within the meaning of article 221 of the Polish Civil Code. GTC applies to all obligations related to Contract concluded between Parties, to the extent not covered by this Contract. Submission of Orders by the Buyer indicates that Buyer acknowledges conditions written in GTC and accepts them without reservation.
3. GTC, Offer and Order with attachments create the Agreement and shall form integral part thereof. Any separate arrangements regarding Offer and/or Order do not bind the Parties unless otherwise confirmed in Contract. Any arrangements, promises or warranties made orally by Seller's employees do not bind the Parties.
4. Provisions regarding specific Goods shall be set out in Orders. GTC will not apply only in so far as the issue is regulated separately in the Order or where the Order simply exclude validity of the provisions of the GTC.
5. In case of interpretative doubts related to mutual rights and obligations of the Parties or specification of Goods that are contained in Order the following hierarchy of documents shall apply:
  - 1) Order,
  - 2) GTC,
  - 3) Offer,
  - 4) Regulation of the Online Platform,
  - 5) Other documents.

### **III. PLACING AND CONFIRMATION OF ORDERS**

1. The Contract is concluded upon confirmation of Order made by the Seller, unless otherwise has been agreed. Confirmation of Order shall be made in writing, e-mail or orally by an employee of the Seller's Customer Service during a phone conversation with the Buyer.
2. In the case of Orders submitted through the Seller's online platform, confirmation of Order shall be executed electronically. Confirmation of Order mentioned in the preceding sentence shall not be considered execution of Order but only information for Buyer about the receipt of Order.
3. Orders placed through the Seller's online platform shall be confirmed when the Contract shall not be executed en block. Seller reserves the right to execute the Order without prior contact with the Buyer.
4. Order shall be placed through the Seller's online platform as well as through e-mail message, fax or by telephone call with a competent employee of the Seller.
5. Proforma invoice shall include net price and potential costs of delivery of Goods.
6. Buyer declares that the data provided by him are true and he is entirely responsible for the information provided in the course of the Order submission. Seller is not obliged to verify the data provided by the Buyer and is not responsible for any consequences of placing an order in incorrect way.
7. Unless indicated otherwise, partial execution of Orders is allowed.
8. Adding more or other Goods after the submission of Order (especially change of quantity of Goods in Order) shall be considered a separate Order.
9. Seller shall have the right to refuse to execute Orders in whole or in part if:
  - 1) Buyer's financial situation deteriorated before the Order was executed, especially if an application for bankruptcy of the Buyer has been filed;
  - 2) Buyer is in arrears with payment of any amounts due;
  - 3) Due to technical reasons production difficulties the Order cannot be executed.
10. The Seller does not guarantee the suitability of the product for a specific purpose, e.g. the conception photos or other marketing materials.
11. The Seller has right to sell Goods that have not been collected or have been returned by the Buyer, including undamaged Goods that have the identifying marks of the Buyer.

## IV. PRICES, DISCOUNTS AND PAYMENT

1. The Buyer shall make payment for Goods indicated in Order by transfer on the basis of an issued pro forma invoice into a bank account indicated on the invoice.
2. Unless otherwise stated in the Order:
  - a) price mentioned in Order shall be considered a net price,
  - b) payment for ordered Goods shall be executed by transfer on the basis of an issued invoice into a bank account indicated on the invoice,
  - c) the date of payment shall be considered the date on which the Seller's bank account has been credited.
3. Seller shall hand to the carrier the Goods and an invoice of the amount indicated in the executed Order.
4. The Seller reserves the right to exclude certain forms of payment related to certain Goods, categories of Goods or the number of ordered Goods. In particular, it is not allowed to make a cash payment exceeding 15,000 (*fifteen thousand*) PLN.
5. After making payments for a minimum of two Orders in the amount of not less than 250 (*two hundred fifty*) EUR or GBP each in the 12 (*twelve*) months Buyer might apply for obtaining trade credit (the order of the Goods with deferred payment). For detailed information on the possibility of a trade credit Buyer shall contact with an employee of the Seller's Sales Department.
6. Granted trade credit might be limited or revoked by the Seller at any time. The entitlement mentioned in preceding sentence does not apply to existing claims. Buyer agrees to make payment on the date specified on the invoice issued by the Seller. Payments shall be considered to have been made at the time of the date on which the Seller's bank account has been credited.
7. The Buyer might receive an individual discount, which is dependent on the value of Orders placed in the last 12 (*twelve*) months.

## **V. DELIVERY AND TRANSPORT**

1. Delivery of Goods is provided by a third party under the conditions set out in separate regulations shared on the carrier website. Seller shall not be liable for damages resulting from the delivery of Goods.
2. Upon taking delivery of the Goods by carrier the Buyer shall assume the risk of accidental loss of or damage to Goods.
3. Checking the shipment by the Buyer is obligatory prerequisite of considering any claims made by Buyer for damage or loss during delivery of Goods. Any damage to the packaging shall be described and communicated to Seller in the form of a damage report drawn up by the Buyer together with the carrier.
4. Delivery dates are approximate. Seller shall be released of liability related to the nontimely delivery of Goods.
5. Ordered Goods shall be delivered if the minimum value of ordered Goods is 300 (three hundred) EUR or GBP net. The fulfillment of the requirements mentioned in the preceding sentence does not guarantee free delivery of the Goods.
6. The Seller's liability in respect of the delivery of Goods is limited in each case to the price of the Goods covered by the Contract. Seller might be liable only for damage existing at the time of transfer of the Goods to the carrier. Seller specifically disclaims any liability for damage resulting from improper storage of the Goods by the carrier.
7. Return of Goods is allowed only after complaint procedures mentioned in GTC.

## VI. COMPLAINT OF DEFECTS

1. Seller is liable for defects of Goods for a period of 6 (*six*) months from the date of delivering Goods to the Buyer.
2. Buyer is obliged to notify the Seller about the perceived damages of the ordered Goods immediately after their discovery, otherwise the potential claim shall be null and void.
3. Buyer shall report any defects of the Goods by drawing them up and sending the complaint application.
4. Complaint application shall be submitted to the Seller via following e-mail address: reklamacje@partydeco.pl.
5. The complaint application shall contain whole details of the Buyer, the Buyer's address, Order number and contain attached a precise description of the defect of the Goods and Buyer's telephone number or e-mail address.
6. The complaint application shall contain one of following manners of resolving the complaint:
  - 1) **lowering price of ordered Goods / returning the total cost of ordered Goods**
  - or
  - 2) **replacement of Goods for new ones free from defects.**
7. If the Buyer does not indicate one of manners contained in paragraph 6 above, it shall be considered that Buyer demands a reduction of the price of ordered Goods.
8. Seller reserves the right to refuse to replace the Goods with the Goods free from defects, if shipping cost exceeds the price of the Goods contained in Order.
9. Complaint application that do not contain the mandatory documents and/or data referred to in paragraph 5 above, shall not be considered by Seller.
10. Complaint Applications are considered not later than within 14 (*fourteen*) days from the date of receipt of the complaint application by the Seller. The outcome will be notified by e-mail.
11. Buyer shall bear the cost of shipping Goods to the Seller. Seller does not accept any postages sent COD.
12. In case of considering complaint application costs of delivery (return) of Goods shall be paid by Seller. The manner and date of shipment of the Goods free from defects shall be indicated after considering filing a complaint.
13. In case of replacement of Goods with the Goods free of defects Buyer is obliged to collect Goods from the carrier, otherwise Seller will charge the Buyer with the costs of re-shipment.
14. Seller's liability for defects of Goods expires if Goods have been modified or sold.

15. Buyer has right to respond to Seller's negative comment on filed complaint application within 14 (*fourteen*) days. After the deadline mentioned in the preceding sentence the right to respond expires.
16. The deviations in quality, colour, size or postproduction permitted in trade and/or technically unavoidable shall not be considered as a legitimate reason for complaint application.
17. Lodging complaint application does not release the Buyer from the obligation to make payment for the ordered Goods.
18. The total sum of Seller's liability, regardless of the basis of claim, shall be limited to the value of Orders related to which Buyer makes a claim.

## **VII. MARKETING MATERIALS AND INTELLECTUAL PROPERTY PROTECTION**

1. All marketing materials placed on the Seller's website shall be located in the "*Downloads*" tab.
2. The right to use resources such as photos, catalogues, commercial offers and the applications on the terms specified by the Seller shall be granted to the Buyer only with the prior Seller's consent. Seller is the sole owner of marketing materials posted on the website. Seller reserves that the marketing materials might be used only in unmodified form.
3. Buyer acknowledges that Seller is the sole owner of all intellectual property rights (including any claims arising from existing and future intellectual property rights) legally acquired and related to the Goods, projects (processed according to guidelines of the Buyer), drawings, printed materials, photographs, files, websites, brochures and catalogues. This includes, in particular, all copyrights, patent rights, rights to trademarks and trade names that are used and/or appeared on the basis of executing the Contract.
4. If third party violates the intellectual property rights of the Seller, the Buyer shall promptly notify the Seller that fact by telephone call and via registered letter. At the first request of the Seller, Buyer shall provide all documentation and information relating to intellectual property rights violation.
5. If the Goods are manufactured and/or packaged in accordance with the guidelines of the Buyer, the Buyer shall indemnify the Seller against all claims of third parties related with the ordered Goods, including but not limited to claims for infringement of intellectual property rights.

## **VIII. TRADE SECRET**

1. Buyer agrees to keep confidential any information provided directly or indirectly by the Seller (in any form, in particular oral, written, electronic), as well as information obtained by the Buyer in any other way during the mutual cooperation, including those obtained while executing the Contract. A duty indicated in preceding sentence applies to information which relate directly or indirectly to Seller or its contractors, including the concluded Contract.
2. The Parties agree that all technical, technological, organizational information or other information that have commercial value and should be undisclosed to the public, provided by the Seller or obtained by the Buyer in a different way during negotiations and execution of Contract shall be treated as trade secret.
3. Buyer is obliged to take security procedures that will be appropriate and sufficient to prevent any unauthorized use, transfer, disclosure of, or access to information considered a trade secret. Buyer shall not, in particular, copy or record the trade secret, if it is not justified due performance of Contract.
4. Buyer is obliged to immediately notify the Seller about the existing protection policy violations or unauthorized disclosure or use of trade secret processed in connection with the executing of the Contract.
5. The obligation to maintain the confidentiality of the information referred to in this section also extends to employees of the Buyer and other persons related to Buyer business activities, in particular, auditors, tax consultants and contractors.
6. Buyer is liable for the acts or omissions of persons who have obtained access to Seller's trade secret.
7. The obligation to maintain the confidentiality of the trade secret exists during execution of Contract, as well as after its termination, expiration or repeal or undo a legal consequences.
8. In case of unauthorized use, transfer or disclosure of the trade secret by the Buyer, the Seller is entitled to demand from the Buyer to pay a contractual penalty equal of 200% of value of the Contract for each case of unauthorized use, transfer or disclosure of the above information. The payment of the contractual penalty specified above shall not limit the right of Seller to claim compensation on general terms.

## **IX. PROTECTION OF PERSONAL DATA**

1. The administrator of personal data is the Seller.

2. Personal data:

1) will be processed for the purposes related to:

a) registration at the internet platform,

b) opening and maintenance of a Buyer's account,

c) conclusion of contracts and processing of orders via the Internet platform,

d) using "newsletter" service provided by the Seller,

e) processing of the complaint lodged,

f) shopping of goods purchased from the Seller, on the basis of Article 6 (1)(a) Regulation of European Parliament and Council...<sup>1</sup>

2) will not be made available, with the exception of entities lawfully authorized or on the basis of written consent of the data subject.

3. Contact to the Administrator's Data Protection Inspector via email address: [iod@partydeco.pl](mailto:iod@partydeco.pl)

4. Personal data will be stored until the consent withdrawal or for the duration of time required by law for the specific purpose of data processing.

5. The data subject has the right to:

1) request from the administrator:

a) to have access to the data;

b) to rectify the data;

c) to delete or limit the data processing;

2) raise objections against the data processing;

3) move the data;

4) withdraw the consent at any time without affecting lawfulness of data processing which was performed on the basis of the consent before its withdrawal;

5) raise proceedings against the President of Personal Data Protection Office in Warsaw.

6. Providing data is voluntary, though necessary to attain the objectives referred to in section 2 p 1.
7. The Internet Platform uses cookies in order to provide services and information correctly as well as to collect anonymous statistical data. Details are included in “PartyDeco.pl internet platform Privacy policy” (<http://partydeco.pl/en/about-us/privacy-policy/>)

<sup>1</sup>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

## **X. TERMINATION AND WITHDRAWAL OF CONTRACT**

1. If Seller has executed Contract only in part, the Buyer has right to withdraw from the Contract only for the uncompleted part.
2. If Buyer is in delay with any payment under Contract, Seller is entitled to suspend the execution of Order until all outstanding payments are made.
3. Seller has the right to withdraw from the Agreement within 30 (*thirty*) days from receipt of Order. Statement of withdrawal should be submitted to the Buyer in any form (e-mail, fax, regular mail or by registered letter).
4. Seller shall be entitled to withdraw from the Contract if Buyer arise any financial difficulties that could result in insolvency proceedings, particularly when court ordered liquidation has been opened or bankruptcy proceedings against the Buyer has been initiated.
5. In case of withdrawal from the Contract on Buyer's fault, the Buyer is obliged to cover all the related damage.
6. In the case of any force majeure occurrences (in particular, such as fire, natural disaster, military action, economic embargo, the imposition of anti-dumping restrictions, changing regulations) performance of mutual obligations shall be postponed until the cessation of force majeure. The parties are obliged to immediately inform about the occurrence and cessation of circumstances referred to in the preceding sentences. If the circumstances will last longer than 3 (*three*) months, each Party shall have the right to withdraw from the Contract.

## **XI. OTHER PROVISIONS**

1. If GTC exist in multi-language versions, then in case of any language discrepancies the Polish language version shall prevail.
2. The titles of the points/chapters included in the GTC were introduced only to facilitate the use of the text of the GTC.
3. If individual provisions of the GTC will be invalid or unenforceable, it shall not affect the validity and enforceability of the remaining provisions. In such a case, the parties declare to adopt provisions, which will fully reflect the will of the parties. Interpretation of GTC is the exclusive right of the Seller.
4. Contract or obligation between Buyer and Seller in any part shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
5. To the matters not provided in Contract or GTC, the provisions of the Polish rules of law will be applicable.
6. All disputes arising in connection with the sale and/or interpretation of these conditions of sale shall be exclusively submitted to the Polish court competent for the registered office of the Seller.