



# SERWACH

## GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions (GTC) shall apply to SERWACH Spolka z ograniczona odpowiedzialoscia Spolka Komandytowa with headquarters in Goleniow, 1 Maszewska Street, PL72-100 Goleniow, entered into the register of entrepreneurs kept by the District Court Szczecin-Centrum in Szczecin, XIII Commercial Division of the National Court Register under the number KRS 0000764607, Tax-id PL8561395313, REGON 810973158 (hereinafter: the **Supplier**) and any entity (natural person, legal person or other organizational unit without legal personality) which send the order to the Supplier (hereinafter: the **Customer**) in terms of the applicable conditions of cooperation in supplying products by Supplier to the Customer.
2. The Supplier and the Recipient are hereinafter also referred to as the Party or Parties.

### § 1

1. Placing an order by the Customer constitutes acceptance of the General Terms and Conditions. The order is treated as a contract concluded on the terms set out in these GTC.
2. All offers and declarations are not binding until the time of order and its written confirmation.
3. A derogation from the GTC may be the regulation of the principles of cooperation between the Parties by another comprehensive agreement. The signing of an offer does not constitute a deviation from the GTC; the offer is understood as a supplement to the General Terms and Conditions. Each offer and conditions other than those specified in the GTC require the acceptance of changes to the GTC and written confirmation of each of the Parties.

### § 2

1. The Supplier produces cardboard packaging and similar products on the basis of an order from the Customer. Products delivered to or received by the Customer are called **Commodity**. The date of delivery of the Commodity begins on the day of order confirmation - each change of the order may result in setting a new delivery date. Delivery times are only approximate unless expressly confirmed in writing as binding. In the event of a change to a confirmed order, the delivery date is counted from the moment of change confirmation. In the event of a culpable delay in delivery, the Customer may be entitled to compensation, but up to the value of the order. The Supplier's liability for damages is limited by the amount of the delivery value. Compensation will be possible only after the Supplier fails to deliver the ordered products within an additional period agreed with the Customer.
2. The Supplier produces packaging based on materials and graphic patterns provided by the Customer and / or approved by him. The Customer is fully responsible for copyrights and protection rights in relation to the ordered Commodity.

### § 3

1. The Supplier shall inform the Customer about the execution of the ordered Commodity, or about the execution of a part of the ordered Commodity, if the Parties have agreed that the Commodity will be delivered in batches. Information will be provided via e-mail to the e-mail address provided by the Customer in the order. If the Customer does not indicate such an e-mail address in the order, it is assumed that the address to which the information is sent is the e-mail address from which the order was sent or possibly the general e-mail address placed on the Customer's website or on his profile on social media (e.g. Facebook or other) or in generally available registers.



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2. The Customer is obliged to collect the ordered Commodity within a maximum period of 14 days from the agreed date of order fulfillment and inform the Customer about the readiness of the product. The exception is when the Customer has an individually set different date for the receipt of the Commodity (the so-called goods rotation).
3. A delivery can be made by:
  - a) Collection of the Commodity by the Customer with his own transport;
  - b) Receipt of the Commodity by the Customer using hired transport;
  - c) Delivery of the Commodity to the Customer by the Supplier's own transport;
  - d) Delivery of the Commodity to the Customer by external transport organized by the Supplier.
4. The delivery takes place at the expense and risk of the Customer, unless the Parties have agreed otherwise.
5. If the Customer does not accept the delivery of the ordered Commodity within the prescribed period, the return of the ordered Commodity (batch of Commodity) to the Supplier's plant is at the expense and risk of the Customer. Additionally, the provision in point 6 of this section applies.
6. If the Recipient fails to pick up or accept the ordered Commodity from the Supplier, or the ordered batch of Commodity, the Supplier has the right to:
  - a) charging a contractual penalty for failure to collect / not accept the Commodity delivery (hereinafter referred to as: **Contractual penalty**), in the amount of the product of: 1/60 and the total value of the ordered and uncollected / unaccepted Goods, at the price agreed for this delivery, for each day of delay in receipt of the Commodity, but not more than the value of the ordered and uncollected / unaccepted Commodity. At the same time, the Supplier has the right to demand compensation exceeding the amount of the calculated contractual penalty;
  - b) charging a fee for storing the ordered and uncollected / unaccepted Commodity (hereinafter referred to as: **Storage fee**) in the amount of PLN 3.0 (in words: three zloty 00/100 grosz) net increased by VAT at the basic rate (currently 23%) for each pallet unit of stored Commodity for each commenced day of storage of the Commodity due to delay in collecting the Commodity;
  - c) destruction of the Commodity, if the delay in collecting the Commodity exceeds 60 calendar days from the date of the first delivery. The cost of the destruction is borne by the Customer.
7. The Supplier has the right to use the above rights jointly. However, in the case of exercising the right to destroy the Commodity (point c above), the storage fee (point b above) shall be charged no longer than until the day preceding the destruction of the Commodity.
8. The Supplier has the right to use the material from the Commodity destroyed in accordance with point 6 letter c).
9. For charging the contractual penalty, the Supplier shall issue and deliver to the Customer an accounting note. The date of payment of the accounting note will be 14 days from the date of its issuing.
10. For charging the Storage fee, the Supplier shall issue and deliver to the Customer a VAT invoice. The date of payment of the VAT invoice will be 7 days from the date of its issuing.





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### § 4

1. Due to the nature of the manufacturing process, the Supplier reserves the right to maintain the following production volume tolerance limits for each order:
  - up to 250 pieces                      +/- 25%
  - up to 500 pieces                        +/- 20%
  - up to 1 000 pieces                      +/- 15%
  - up to 2 500 pieces                      +/- 10%
  - up to 5 000 pieces                      +/- 7%
  - up to 10 000 pieces                    +/- 5%
2. Multi-part items shall not be regarded as single products but as separate items with their respective tolerance limits (this applies e.g. to a packaging with a bottom, a lid, and an insert).
3. The shipping documents and invoice will indicate the actual quantities of the Goods delivered to the Recipient, taking into account the above-mentioned circulation tolerances.

### § 5

#### Complaint procedure

1. Any complaint shall be submitted by e-mail to the following e-mail address:
  - [reklamacje@serwach.com.pl](mailto:reklamacje@serwach.com.pl) or
  - indicated by the Supplier in an individual contract, offer or order.

Only applications submitted by e-mail will be formally processed. Any other notifications will be considered null and void. The Supplier will consider each complaint immediately.
2. The Customer must report a complaint immediately, as soon as the failure is detected. Complaints (except for damage in transport) should be submitted within 10 working days from the date of delivery / collection. For hidden defects, you have the right to report a complaint up to 2 months from the date of delivery / reception.
3. Claims for damage in transport must be reported at the time of delivery or unloading of the Commodity, at the latest on the next working day after delivery. In the event of damage to the Commodity during transport, a damage report (for courier deliveries) or an annotation about the damage on the delivery documents must be drawn up. These documents must be drawn up in the presence of the driver and signed by him. Without such confirmation, the complaint will not be accepted.
4. For the complaint to be considered, the Customer must provide at least the following information:
  - number of defective products,
  - product name or number (Serwach specification number),
  - a precise description of the defect, error, damage together with photographic documentation, and
  - data enabling the identification of the delivery, e.g. number of the delivery note or invoice, order number, etc.





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5. It is recommended to send a scan / photo of the label of the claimed Commodity.
6. A Complaint Protocol which can be used to report a complaint is available on the website [www.serwach.com.pl](http://www.serwach.com.pl). It can be filled in electronically (as a Word text file) or manually (as a pdf file).
7. If a complaint is considered as accepted, the Supplier shall have the right to provide a replacement delivery in the shortest possible for him time. If the Supplier fails to make the replacement delivery, the Customer shall have the right to demand an appropriate price discount.
8. The Supplier shall not consider a complaint to be accepted, if the Customer reports defective products in amount below 1% of delivery for the entire order, or if the non-compliance of the products is within the limits acceptable in the industry in terms of displacement, bonding, creases/folds, smoothness, seams, colour, corrugation, print matching, that is.
  - print matching – deviation up to  $\leq 3$  mm
  - position of the die lines – deviation up to  $\leq 3$  mm
  - deviation from the preset format when cutting – up to  $\leq 3$  mm
  - perforation fit to the specified line – deviation up to  $\leq 3$  mm
  - glue location – deviation up to  $\leq 3$  mm
  - acceptable bending (the ratio of deflection to the length of the base side on which the deflection occurs) – 4%
1. The Supplier shall not be liable for the actual and intended use of the products, unless the Supplier confirms earlier in writing to the Customer that the products can be used for a particular purpose. Such a confirmation/statement shall be valid for no longer than one year from the date of its issue.

### § 6

1. The payments shall be made by bank transfer to the bank account indicated on the invoice. The date of payment shall be the date of crediting the Supplier's bank account. The payment can also be made in cash at company's cashier.
2. The Supplier shall be entitled to charge statutory interest for each day of delay in payment. In case of any failure to pay within the set out time limit, the Supplier shall have the right to withhold the production for all orders/agreements at any time, without suffering any consequences of untimely delivery, and related. The Supplier may additionally charge the Customer with the already incurred costs, up to the amount of the agreement (order), and may demand the payment thereof. The Supplier may also demand immediate payment in cash, or to provide another guarantee that the Supplier finds satisfactory.
3. Until the payment, the Commodity shall remain the property of the Supplier, regardless of its use. Any failure to make payment by the Customer shall give the Supplier the right to transfer to the Supplier any receivables owed by the Customer to any third party up to the amount of the debt, even if it the packaging is used.
4. If the overdue invoice is not paid within 10 days of receiving the request for immediate payment, the Supplier has the right to terminate the contract with immediate effect, which does not exclude the right under paragraph 2 of this paragraph, or may withdraw from the contract.



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### § 7

1. Any tools (dies, printing plates, etc.) for which the Customer has made payment shall be the property of the Customer, provided that the Customer has paid the full value thereof. The tools are stored for 18 months from the date of last production run at the expense of the Supplier. The Supplier is not financially responsible for the tools in the event of their destruction by force majeure (fire, flood, war, etc.).
2. After this period, the Supplier has the right to dispose of tool, at its own expense and without notifying the Customer. The Customer may send a written request for its own tools at least 14 days before the end of the storage period. The tools shall be collected at the expense of the Customer. If the tools are not collected within 14 business days from the date of making them available (the Supplier shall send a collection readiness notification to the e-mail address indicated in the request), the Supplier shall have the right to dispose of thereof at its own expense.

### § 8

1. As a standard, pallets are included in the price of the Commodity or are payable according to the Standard price list available on the Supplier's website [www.serwach.com.pl](http://www.serwach.com.pl).
2. It is permissible to agree an individual pallet price list with the Customer.
3. The Customer may resell pallets and other packaging units of the same quality which were delivered to him. It must be documented, e.g. by a delivery note or another equivalent document, and invoiced according to the selling price by the Supplier, and if the pallets were included in the price of the Commodity, according to the above Standard price list. Pallets may be resold within maximum of 12 months from the delivery of the Commodity by the Supplier.

### § 9

1. A credit (merchant) limit may be set individually for each Customer.
2. In the event of exceeding the credit (merchant) limits, overdue payments, or exceeding the storage time of packages (the so-called goods rotation), the Customer's orders are automatically blocked.
3. In the event that the delivery of the Commodity takes place more than 30 days after the order, the Parties must agree an appropriate price correction, if in the meantime the basis for the calculation made by the Supplier changes in a documentable manner, especially in the event of an increase in raw material prices. The agreed price does not include VAT, which is included in the invoice. When changing the calculation basis, a price correction must be agreed.

### § 10

1. Force majeure events include cases related to the actions of natural forces, e.g. flood, hurricane, fire, volcanic eruption, earthquake, storm, snowstorm, pandemic, events related to hostilities or other operations of the armed forces, e.g. terrorist acts, actions of state authority that cannot be resisted by the Supplier, e.g. martial law, border blockades, prohibition of import and export, expropriation of real estate, unusual behaviour of the community, e.g. general strikes, nationwide demonstrations, riots, general lack of raw material availability on the market independent of the Supplier.
2. If the performance of the contract is delayed due to force majeure, the agreed delivery date will be extended by the duration of this obstacle. The Supplier shall inform the Customer



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immediately of the occurrence of force majeure. In all other matters, the contract will remain in effect unchanged.

3. If the force majeure obstacle lasts longer than 8 weeks, both parties have the right to withdraw from the contract.

### § 11

1. Any disputes shall be resolved by the court having jurisdiction over the Supplier's headquarters, with the application of Polish substantive law.

### § 12

1. By accepting the above GTC, the Customer agrees that the Supplier may use defective cardboard sheets with improper overprints containing, for example the name, logo or other trademark of the Customer for its own, non-commercial needs. Such a defective product will be used by the Supplier, for example for dividers, corners, protection of products on pallets, etc.
2. If the Customer does not consent to the above, he must send the Supplier such information in writing.

### § 13

1. By accepting the above GTC, the Customer agrees (Article 6 (1) (a)) for the processing of his or her personal data by the Supplier for purposes related to the performance of the service or product. If the Supplier does not consent to the processing of his/her personal data by the Supplier, he/she must clearly state this in writing.
2. Providing personal information is voluntary. According to the information presented below, the consent (Article 6 (1) (a)) to their processing may be withdrawn.
3. By accepting the above GTC, the Supplier confirms that he/she has read the Information Clause in accordance with Art. 13 sec. 1 and sec. 2 of the General Data Protection Regulation of 27 April 2016 (Regulation 2016/679/EC), referred to as GDPR. The Information Clause constitutes an attachment to the GTC.

### § 14

1. All of the terms and conditions shall apply, unless other arrangements/agreements are concluded. Any matters not provided herein shall be governed by the provisions of the Civil Code.

Piotr Serwach

7<sup>th</sup> Sep 2021, Goleniow

**SERWACH**

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**SERWACH**

Attachment no. 1 to GTC

### INFORMATION CLAUSE

Pursuant to Art. 13 sec. 1 and sec. 2 of the General Data Protection Regulation of 27 April 2016 (Regulation 2016/679/EC), referred to as GDPR, SERWACH company informs that:

1. The joint controllers of your personal data are Piotr and Stanislaw Serwach - owners of SERWACH Sp. z o.o. Sp. k. with its headquarters in Goleniow at 1 Maszewska Street, 72-100 Goleniow.
2. Your personal data will be processed on the basis of art. 6 sec. 1 lit. b GDPR in order to conclude a contract and fulfil its conditions, sell our products and services, perform financial settlements.
3. In some situations, SERWACH company has the right to transfer your data if it is necessary for us to be able to provide our services. We will only transfer data to three groups: **persons authorized by us**, our employees and associates who must have access to the data to perform their duties, **processors** to whom we outsource this task and **other data recipients**, e.g. couriers or banks.
4. Your personal data will be kept for 5 years.
5. You have the right to access your data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing which was made on the basis of consent before its withdrawal.
6. Please be advised that your consent may be withdrawn at any time by sending an e-mail to the address [biuro@serwach.com.pl](mailto:biuro@serwach.com.pl).
7. You have the right to complain to the supervisory authority, which is in Poland PUODO, when you feel that the processing of your personal data violates the provisions of the General Data Protection Regulation of 27 April 2016 (Regulation 2016/679/EC) (GDPR).
8. Providing your personal data by you is a condition for concluding a contract, and the consequence of their failure to provide is the inability to conclude a contract.
9. The processing of your data for marketing purposes, including profiling, and for analytical purposes will be based on your voluntary consent.