**TERMS OF DELIVERIES, SALES AND PAYMENT**

**DEFINITIONS**

* Terms of Deliveries – Terms of Deliveries, Sales and Payment of SLODKIE sp. z o.o.
* SLODKIE – SLODKIE sp. z o.o. (before: Słodkie Upominki spółka z ograniczoną odpowiedzialnością sp. k.)
* Production Materials – know-how, designs, illustrations, presets, mock-ups, visualizations, templates, samples, drawings, films, printing matrices, cutting dies, moulds and other tools necessary for the production of goods.
1. **GENERAL INFORMATION**
	1. These Terms of Deliveries shall apply to all orders executed by SLODKIE and replace any other conditions of the Client, unless the conditions of the Client have been confirmed and accepted by SLODKIE in writing.
	2. Any additional arrangements between SLODKIE and the Client adopted in order to execute the concluded contract must be made in writing.
	3. SLODKIE reserves the right to use goods manufactured for the Client as templates in own promotional activities, in particular as part of folders, websites, exhibitions and fairs, and the Client agrees for the products manufactured at its order to be used in informational and marketing operations of SLODKIE.
2. **PRICES**
	1. The prices presented in the commercial information sent by SLODKIE are not constituted as an offer within the meaning of Art. 66 of the Civil Code and constitute an invitation to conclude a contract. The price of the product is specified in the Confirmation.
	2. All prices have been set ex warehouse of SLODKIE, Warsaw, ul. Chełmżyńska 180H, in standard cardboard packaging. In the event of using other, non-standard packages, their cost shall be added to the price of goods. Packing the ordered products in individual, single packages increases the unit cost for at least EUR 1.50, depending on the type of the product and the size of the order.
	3. The prices do not include the costs of transport, logistics, preparation for shipment according to distribution lists, etc. Preparation of shipments on the basis of individual distribution lists increases the cost of one individually addressed packaging for at least EUR 1.50, depending on the complexity of logistic operations. Individual distribution lists must be provided on the SLODKIE form at the latest 10 working days preceding the planned execution of the order.
	4. A binding offer for additional activities related to the individual preparation of shipment shall be prepared on the basis of precise guidelines.
	5. The order of the Client shall be binding for SLODKIE from the moment of having issued the Confirmation of Order Acceptance for Execution by SLODKIE in writing. This also applies to any appendices, additives, supplementations, changes, projects, presets, drawings, figures, dimensions, substances, colours, flavours, planned implementation deadlines.
	6. Final settlement is based on gross prices.
3. **PRODUCTION MATERIALS**
	1. All Production Materials created in SLODKIE shall remain its property and shall be covered by copyrights, also in a situation when the Client participates in the costs of their execution. Production Materials shall be stored by SLODKIE for a year following the production of the object of the order.
	2. In the event of ordering the completion of the order by the Client to a company other than SLODKIE, on the basis of Production Materials manufactured by SLODKIE or graphic materials prepared by SLODKIE (presets, designs, samples, mock-ups, etc.), the Client shall be obliged to pay a contractual penalty fee in the amount of 50% of the value of the aforementioned order to SLODKIE. SLODKIE reserves the right to pursue further compensation claims.
4. **PRINTING TECHNIQUES AND DESIGN**
	1. SLODKIE reserves the exclusive right to choose the printing technique for the execution of the order.
	2. Total accuracy of the Pantone scale applies only to printing on white, coated paper. Differences in tone or shade arising from the specific base material and print technology do not constitute the basis for complaint submission.
	3. In the case of printing using CMYK technology, the Client must provide SLODKIE with a production proof within 3 business days following the approval of the design by the Client. In the event of failure to provide the proof by the Client, it shall be assumed that the project supplied in a different way (e-mail, printout from a normal printer, etc.) has been accepted by the Client and any possible deviations from the design shall not constitute the basis for complaint submission.
	4. SLODKIE accepts printed graphic designs (or materials for its preparation) – submitted via e-mail and prepared in one of the following programs: Corel Draw (\*.cdr) or Adobe Ilustrator (\*. ai, \*.eps). In the case of photographs, Adobe Photoshop format (\*.psd, \*.tif, \*.eps) is required in 300 dpi resolution, CMYK.
	5. Due to the global IFS production safety standard, SLODKIE does not print on the entrusted packaging.
	6. In the case of personalization directly on the food product, SLODKIE does not guarantee a faithful graphic and color representation of the sent file.
	7. SLODKIE prepares a graphic design – for the print – free of charge, within 3 working days from the receipt of the order form and graphic materials from the Client. Client has the right for two free modifications for design, whereby a modification is understood as any change sent for approval by the Client.
	8. In the case of repeated implementation of the same project, there may be differences in the colors of the overprint due to technological reasons. Such differences do not constitute grounds for a complaint
5. **LABELING REQUIREMENTS**
	1. According to the regulation of the European Parliament and the European Council (EU) No. 1169/2011 of 25 October 2011 on providing consumers with information about food, the packaging must include the following information:
		* name of the food product,
		* list of ingredients,
		* substances causing allergies or intolerance,
		* net weight of food,
		* date of minimal durability or consumption,
		* any special storage or use conditions,
		* nutritional value,
		* name and address of the manufacturer or the entity introducing goods to the market:

**SLODKIE sp. z o. o.**

**ul. Chełmżyńska 180H**

**04-464 Warsaw, Poland**

**tel. +48 22 647 90 00**

**www.slodkie.com**

* 1. The Client assumes all obligations imposed by the Verpack V Regulation and the Verpack G Act with respect to all packaging materials purchased from SLODKIE and placed on the German market. SLODKIE works on the EX WORKS basis and once the goods leave the warehouse, SLODKIE does not bear any responsibility for the goods.
1. **CONTRACT CONCLUSION**
	1. The condition to conclude the contract is the fulfilment of the following conditions (cumulatively):
		* effective transfer to SLODKIE of electronically signed or signed and stamped order in writing, including a clause of the following content: “I accept Terms of Deliveries, Sales and Payment of SLODKIE”; a form filled in all fields, available at: https://www.slodkieupominki.eu/order-form-prepayment/?lang=en, shall constitute the order,
		* confirmation by SLODKIE of accepting the order for execution in writing on the SLODKIE form; this confirmation is handed down to the Client via e-mail within 3 business days following the receipt of the order and the approval of the graphic design.
	2. Date of order completion specified initially by the employee of the Commercial Department constitutes an approximate deadline. The binding delivery date, ex warehouse of SLODKIE, shall be provided to the Client by the Execution Department of SLODKIE in the Confirmation of Order Acceptance for Execution referred to above.
	3. Samples or production models presented by SLODKIE are only indicative information and cannot constitute grounds for filing a complaint.
2. **IMPLEMENTATION OF THE CONTRACT**
	1. The condition to direct the contract for implementation, unless stated otherwise in writing, is the fulfilment of the following conditions (cumulatively):
		* making by the Client, on the basis of a pro-forma invoice, of a prepayment in the amount of 100% of the gross value of the order within 3 days following the moment of having sent the Confirmation of Order Acceptance for Execution by SLODKIE; the payment is defined as crediting the bank account of SLODKIE,
		* acceptance by the Client of the final version of the printed graphic design; approval of the design by the Client shall be considered the final confirmation of the project and result in moving the order to production, introducing changes or making acceptation for individual stages of production at a later date are not possible.
3. **EXECUTION OF ORDERS**
	1. Unless a different date is specified in the Confirmation of Order Acceptance for Execution, execution of the order shall take place within 4 weeks following the transfer of the order to SLODKIE, in accordance with point VI and VII of Terms of Deliveries.
	2. Due to technological reasons, SLODKIE reserves right to vary the quantity of manufactured products in relation to quantity indicated on the order form. The order is considered as a completed in full if the products are manufactured in a quantity different from the ordered one +/- 10%. In any case, the sales invoice will be issued for the quantities actually produced.
	3. SLODKIE reserves the right to possible changes in shape, flavours, deviations in shade of the product and changes in the size of the manufactured order – over the quantities defined in Paragraph 2 – provided that it does not result in a considerable change in the essence of the ordered goods.
	4. SLODKIE does not bear any responsibility for delays in the execution of orders that occurred as a result of: force majeure, events which significantly hinder or prevent the performance of delivery, including difficult weather conditions, difficulties in obtaining raw materials, breakdowns, including those related to production lines, strikes, shortages in utility supplies, official orders, even if they occur with SLODKIE subcontractors.
	5. SLODKIE reserves the right to postpone the execution of the order if, during the execution, it encounters obstacles described above, or to withdraw from the execution of the order completely.
	6. SLODKIE reserves the right to not execute or withhold the execution of the order in the event of untimely or incorrect performance of contractual obligations by the Client. Deadline specified in Confirmation of Order Acceptance for Execution is binding for SLODKIE only in the case of timely fulfilment of obligations resulting from the contract by the Client.
	7. SLODKIE guarantees the declared minimum shelf date only if the purchased goods are properly transported and stored by the Client.
	8. The order shall be considered completed upon direct acceptance by the Client or upon assigning the goods for transportation by SLODKIE.
	9. The object of sales shall remain the property of SLODKIE until the receipt of the total designated payment for the goods.
	10. In the event of individual orders requiring modifications, innovations, production tests or new technologies to be introduced by SLODKIE, the Client shall be obliged to pay the preparation costs in advance, within 3 days of placing the order. The payment shall be understood as crediting the SLODKIE's bank account.
	11. In the case of orders for goods delivered in batches at predetermined dates, Client shall cover the preparation and printing costs for the entire order in advance. The invoice for each batch of goods includes the selling price of a given batch of goods and cost of transporting of delivered part.
	12. Depending on the production technology, SLODKIE products are packed either quantitatively or by weight. Therefore, within one collective package, there may be differences in quantity or weight. The final collective quantity of the ordered goods is checked and documented by SLODKIE before handing it over to the Client or sending it for shipment.
4. **DATES AND PRINCIPLES OF DELIVERIES**
	1. Shipments shall be implemented on the next business day, after crediting the account of SLODKIE with the gross value of the order, unless the contract states otherwise.
	2. Receipt of goods takes place from the warehouse of SLODKIE, at the Client’s cost, at: SLODKIE sp. z o.o., ul. Chełmżyńska 180H, 04-464 Warszawa.
	3. Personal receipt of goods is possible, after prior agreement, on weekdays between: 15:00-17:00.
	4. Upon the Client’s order, at their expense and risk of losing or damaging goods, SLODKIE sends the order through courier services or other means of transportation. Upon the Client’s order and at their cost, SLODKIE can send the ordered goods via insured transportation.
	5. After issuing the ordered goods from the warehouse, SLODKIE does not bear responsibility for actions or omissions of the aforementioned transporting companies.
	6. In the case of shipments via courier services, the Client shall be obliged to read the regulations of service provision of the involved courier company.
	7. In accordance with the regulations of courier companies, where goods are dispatched on a pallet, the carrier is obliged to deliver the goods to the premises of the addressee. The carrier is not obliged to bring the goods into the premises. The service of bringing the goods into the premises requires an additional charge and is available for selected locations only. SLODKIE prepares a binding offer for additional services associated with the delivery based on the guidelines provided by the Client, provided that the Client has clarified them before the Confirmation of Order Acceptance for Execution.
	8. In the event of damages of the shipment in transit, the Client shall be obliged to:
		* prepare shipment damage protocol in writing,
		* make photographs of the damaged shipment,
		* send a written notice of the present situation to SLODKIE within 24 hours from receiving the parcel.
	9. In the case of goods being received by an external company, which does not issue a waybill or any other document confirming the receipt, it shall be required for the Client to send prior notification via e-mail to the following address: magazyn@slodkie.com or logistyka@slodkie.com; this notification must confirm data of the driver and car registration number.
	10. Some products offered by SLODKIE require specific transportation, in particular on pallets or in refrigerated trucks. The Client shall be informed by SLODKIE of this specific nature of transportation in advance.
	11. Upon a clear written order, at the expense and risk of the Client, goods may be sent without pallets, in packages or cars without thermal protection. Goods transported in such a way are not subject to any complaints to SLODKIE.
5. **COMPLAINTS**
	1. The Client is obliged to check the goods upon delivery. Complaints about product will be considered only if they are reported to SLODKIE on the form within 24 hours from receiving the parcel. The Client shall be obliged to send the completed form by e-mail to the following address: help@slodkie.com.
	2. SLODKIE contacts the Client in matters regarding the received application within 7 days.
	3. In the event of a qualitative complaint, for it to be considered, it is necessary to deliver the faulty goods to the registered office of SLODKIE at the Client’s cost. In the case of acknowledging the complaint, this cost will be refunded to the Client.
	4. In the case of acknowledging the complaint as justified, SLODKIE shall have the right to remove the defect or replace the goods with defect-free products in reasonable time. SLODKIE may refuse to replace the goods with free-defect products or to remove the defect if the costs of fulfilling this obligation surpass the price of the sold product.
	5. In the case of partial defectiveness, the provisions of Paragraph 4 shall apply solely to the defective part. In all other aspects, the order shall be deemed correctly executed.
	6. Complaints concerning: goods with printed design made outside SLODKIE, damages arising as a result of delays in goods receipt or improper storage after leaving the SLODKIE warehouse, shall not be considered.
	7. The complaint shall not suspend the payment deadline nor does it release the Client from the obligation to pay the amount due on time.
6. **CONTRACT TERMINATION AND LIABILITY**
	1. SLODKIE reserves the right to terminate the Contract with an immediate effect, in the event of failing to implement the conditions of the Contract by the Client, as well as withholding payment, submitting the application for bankruptcy against the Client’s company or dissolving the Client’s company.
	2. In the case of terminating the Contract by the Client for reasons beyond the control of SLODKIE, the Client shall be obliged to pay SLODKIE a contractual penalty fee in the amount of 70% of the gross value of the order.
	3. In the case of damages occurring on the part of the Client as a result of failure to perform or incorrect performance by SLODKIE of the concluded contract of delivery, SLODKIE shall bear responsibility for any damages caused, however, this responsibility is limited to real damages and amounts to no more than 10% of the gross value of the order.
7. **SETTLEMENT OF DISPUTES**
	1. If within 30 days following the occurrence of the dispute, it is not resolved amicably, the Parties shall subject its settlement to the common court in Warsaw.