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General sales terms | (01A.2.3.) Version 3/07/2026

General provisions

1. These General Terms and Conditions of Sale are an integral part of the commercial offer submitted by the Production and Service Enterprise 'COMEX' Sp. z o.o. (hereinafter: the Seller), in response to an enquiry made by the Ordering Party.

2. The Ordering Party's acceptance of the offer together with the General Terms and Conditions of Sale (hereinafter: GTC) is tantamount to their acceptance and acknowledgement of their provisions as binding for all orders placed by the Ordering Party.

3. If the Ordering Party does not agree with the provisions of the GTC, they should notify the Seller immediately, and in any case before the date of placing the order.

Terms of sale

1. The Seller undertakes to manufacture and sell goods to the Ordering Party in accordance with the submitted offer, confirmed by the Ordering Party's order.

2. The Seller shall carry out the subject of the contract in accordance with the printing techniques applied in the company, with the utmost care and within the available technological capabilities.

3. The Ordering Party undertakes to collect the ordered goods and pay the agreed price.

Order fulfilment

1. The basis for commencing order fulfilment is the Ordering Party's submission of an order in written form by electronic means (email, fax).

2. In the order, in addition to the individual characteristics, quantity, packaging method, and type of the ordered product, the Ordering Party is also required to specify the conditions of its use and storage (humidity level, temperature, type of substrate for labelling). In the absence of this information, the Seller shall fulfil the order using standard materials.

3. The order lead time depends on the nature of the ordered product and is as follows:
    - repeat orders (without changes), using standard materials: 7 business days, counted from the day following receipt of the order;
    - minor corrections to the label design: 3 business days (artwork preparation) + 7 business days (production and delivery), counted from the day following receipt of the order and/or approval of the print-ready files;
    - new design based on the Ordering Party's materials (electronic files): 5 business days (artwork preparation) + 7 business days (production and delivery), counted from the day following receipt of the order and/or approval;
    - new design without materials provided by the Ordering Party: 14 business days (artwork preparation) + 7 business days (production and delivery), counted from the day following receipt of the order and/or approval;
    - the 7-day production and delivery lead time for new designs or designs with minor changes applies from the moment the Ordering Party approves the design; and
    - for orders involving products with complex technology, the lead time requires separate agreement on a case-by-case basis.
4. Dies, offset plates, and cutting tools manufactured by the Seller are not subject to release due to the protection of manufacturing technology.
5. Print approval is based on:
    - written confirmation by the Ordering Party of the conformity of a PDF proof sent electronically, containing all graphical features of the product along with dimensions; and/or
    - a signed digital proof additionally containing an approximate colour representation for colours in the CMYK range; and/or
    - approval of a press proof during production start-up, at the Seller's premises.
6. The Seller reserves the right to minor differences between the approved design in the form of a computer printout or digital proof and the final product, as well as to slight colour variations in the produced print run, acceptable in accordance with good printing practice standards.
7. The contract is considered fulfilled within a quantity tolerance of ±5% in relation to the ordered quantity of each assortment.

Release, delivery, and acceptance of goods

1. Goods are released at the Seller's warehouse, if the Ordering Party collects the goods in person, or by dispatch (rail, courier mail, or the Seller's own transport).

2. The release of goods to the Ordering Party is based on a goods release document (WZ) signed by the Ordering Party, and in the case of dispatch – on a bill of lading and a goods release document (WZ) signed by the Seller and the carrier.

3. The Ordering Party is obliged to accept the goods at the time of their delivery to the Ordering Party's registered address or another indicated location, in terms of completeness and the absence of packaging damage resulting from transport.

Any noticed damage or quantity shortages in shipments should be immediately reported in writing to the Seller, stating the bill of lading number and the name of the carrier handling the delivery. At the same time, the Ordering Party should draw up a damage report in the presence of the courier.

Prices and payment

1. Prices are determined in accordance with the calculation applicable on the date the order is placed, and are contained in the Seller's offer confirmed by the Ordering Party's order. VAT at the applicable rate is added to the established prices.

2. At the Seller's request, the Ordering Party is required to pay an advance to cover pre-press or raw material costs.

3. Payment of the advance referred to above is a condition for commencing the execution of the contract. The Seller has the right to postpone the delivery date by the number of days equal to the delay in payment of the advance.

4. The date of payment shall be the date on which the Seller's bank account is credited.

5. Payment for goods is due within 14 days from the date of receipt of the invoice and the goods. Other payment terms require separate written arrangements prior to fulfilment of a specific order.

6. In the event of a delay in payment, the Ordering Party undertakes to pay statutory interest.

Complaints

1. The Ordering Party shall submit complaints concerning non-conformities in the manufactured and delivered products in writing immediately upon their discovery, no later than within 12 months from the date of manufacture.

2. After approving the press proof, the Ordering Party loses the right to file complaints concerning the graphics, colour scheme, and substantive content of the labels, unless they differ from the approved design.

3. Quantity shortages between the quantity shown on the goods release document (WZ) and the total number of items declared on collective packaging must be reported by the Ordering Party no later than within two months from the date of acceptance of the goods.

4. Failure by the Ordering Party to comply with complaint deadlines and conditions results in the loss of warranty claims.

5. The Seller bears no liability for the subject of delivery in the case of production using raw materials entrusted to the Seller by the Ordering Party.

Force majeure

The Seller reserves the right to withdraw from fulfilling the obligations arising from an order in the event of external causes beyond the Seller's control, caused by so-called force majeure (eg fire, flood, violent weather events, or other similar natural or state-imposed causes).

Liability

The Seller's liability is limited to the value of the ordered goods. The Seller executes the ordered products with due care and using the best available knowledge and technology.

The Seller bears no liability for the ultimate suitability of the product for the Ordering Party's purposes if, prior to the commencement of production, the Ordering Party has not conducted tests confirming such suitability.

Products found to be defective in complaint proceedings shall be replaced with defect-free products, or a price reduction shall be granted. The Seller does not accept claims exceeding the value of the defective goods, nor claims for indirect losses (including production losses or loss of profits).

Governing law and jurisdiction

These Terms and Conditions and any disputes or claims arising out of or in connection with them are governed by and shall be construed in accordance with Polish law. Any disputes and claims arising out of or in connection with these Terms and Conditions are subject to the exclusive jurisdiction of Polish courts having territorial jurisdiction over the Seller's registered seat.