

§1. General Provisions

1. These General Terms and Conditions of Sale ("GTCS") set forth the rules governing the sale of products and the provision of services by Danpla Sp. z o.o., with its registered office in Piekary Śląskie.
2. The GTCS constitute an integral part of every commercial offer presented by Danpla, unless the offer states otherwise.
3. By placing an order, the Customer accepts these GTS.
4. The contract is concluded upon Danpla's confirmation of the order acceptance in writing or via email.
5. In the event of any discrepancy between the content of an offer and these GTC, the provisions contained in the offer shall prevail.
6. If the Customer maintains an ongoing business relationship with Danpla, acceptance of these GTC upon the first order constitutes acceptance of them for subsequent orders as well, unless the parties agree otherwise.
7. Information posted on Danpla's website, in catalogs, brochures, marketing materials, and other publications is provided for informational purposes only and does not constitute a commercial offer within the meaning of the Civil Code.

§2. Offers and Prices

1. An offer remains valid for the period specified in its text.
2. All prices quoted in offers are net prices, unless the offer states otherwise.
3. Transactions are taxed in accordance with applicable law.
4. An offer covers only the scope specified in its text.
5. Changes to the product specifications, materials, quantity, method of execution, or scope of work may result in the preparation of a new offer.

§3. Nature of the Collaboration

1. Danpla specializes in the design and production of custom packaging solutions tailored to the Customer's needs.
2. Each project is developed based on information provided by the Customer and requires the Customer's approval at each stage of implementation.
3. Products are made to order and are non-returnable, unless a complaint is found to be valid or the parties agree otherwise.

§4. Technical Documentation

1. The Customer provides the information, technical requirements, or materials necessary to prepare the design.
2. Based on the data received, Danpla prepares its own technical documentation.
3. The technical documentation must be approved by the Customer before a prototype is produced.

4. Upon approval of the documentation, the Customer confirms the correctness of the adopted design solutions.
5. Danpla is responsible for ensuring that the manufactured product complies with the approved technical documentation.
6. Changes requested after the documentation has been approved may result in changes to the price, production setup costs, and delivery date.

§5. Prototypes

1. Every new packaging solution developed by Danpla requires the production of a prototype.
2. Mass production begins only after the Customer has approved the prototype in writing or via email.
3. Acceptance of the prototype constitutes the Customer's confirmation that the solution complies with the agreed-upon design requirements.
4. Danpla is responsible for ensuring that mass production complies with the accepted prototype and the technical documentation.
5. Changes requested after prototype acceptance may result in changes to the price, production setup costs, and delivery date.

§6. Delivery Times

1. The delivery times specified in offers are approximate and are confirmed upon acceptance of the order for fulfillment.
2. The delivery period begins once all conditions necessary for order fulfillment have been met, in particular:
 - * confirmation of order acceptance by Danpla,
 - * approval of the technical documentation,
 - * approval of the prototype,
 - * provision by the Customer of all information necessary for order fulfillment,
 - * receipt of materials provided by the Customer, if required,

* posting of the prepayment to the books, if agreed upon.

3. Danpla shall not be liable for delays resulting from circumstances beyond its control, in particular delays in the delivery of raw materials, breakdowns, power outages, acts of God, or delays resulting from the Customer's actions.

4. In the event of changes requested by the Customer after the order has begun to be fulfilled, Danpla reserves the right to adjust the completion date accordingly.

§7. Terms of Delivery

1. The terms of delivery are specified in each individual offer.

2. Unless otherwise specified in the offer, the INCOTERMS® 2020 EXW terms apply – Danpla warehouse, ul. Inwestycyjna 6, 41-940 Piekary Śląskie.

3. The risk of loss or damage to the products passes to the Customer in accordance with the delivery terms specified in the offer.

4. If Danpla arranges transportation at the Customer's request, Danpla's liability is limited to properly arranging the transportation in accordance with the Parties' agreements.

§8. Terms of Payment

1. The payment due date is specified in each offer or on the invoice.

2. A delay in payment entitles Danpla to:

* suspend the fulfillment of current orders,

* refuse to accept subsequent orders,

* charge statutory interest for late payment.

3. Filing a complaint does not relieve the Customer of the obligation to pay for the delivered products on time.

4. For new Customers, the ability to fulfill orders with deferred payment terms is contingent upon a positive commercial risk assessment and the granting of a credit limit by a trade credit insurer cooperating with Danpla.

5. If a credit limit is not granted, or if the granted limit is insufficient to fulfill the order, Danpla reserves the right to fulfill the order only on a prepayment basis or after another agreed-upon form of payment security has been provided.

6. Danpla reserves the right to periodically review credit limits, including during the course of the business relationship. If the insurer reduces or revokes the credit limit, Danpla may adjust the payment terms for subsequent orders accordingly.

§9. Production Conditions

1. The products are manufactured from the materials specified in the offer.

2. Deviations resulting from the properties of the materials and the manufacturing process are permissible, in particular with regard to:

- * color,

- * surface texture,

- * dimensions falling within manufacturing tolerances,

- * basis weight,

- * product weight.

3. Differences between successive production batches resulting from the properties of the materials do not constitute a product defect.

4. In the event of an extraordinary increase – beyond Danpla's control – in the costs of raw materials, energy, transportation, or other factors having a significant impact on the cost of fulfilling the order between the order confirmation and the start of production, Danpla may present the Customer with an updated price.

5. The order will be fulfilled after the price change once the Customer has accepted the new terms.

6. Due to the nature of the production process, a deviation in the quantity of delivered products of up to $\pm 3\%$ is permitted, unless otherwise specified in the offer.

7. Billing is based on the quantity actually delivered.

§10. Product Pickup and Storage

1. The Customer is required to pick up the finished products by the agreed-upon date.
2. In the event of a delay in pickup due to reasons attributable to the Customer, Danpla has the right to issue an invoice in accordance with the established terms of sale.
3. After 14 days have elapsed since the Customer was notified that the products are ready for pickup, Danpla may charge storage fees in accordance with the current price list.
4. If a delay in pickup causes organizational or warehousing difficulties, Danpla reserves the right to agree with the Customer on a new pickup date or other terms for the continued storage of the products.

§11. Complaints

1. The customer is required to check the quantity and condition of the delivered products immediately upon receipt.
2. Complaints regarding quantity must be filed within 3 business days of the date of receipt of the products.
3. Quality complaints must be reported immediately upon discovery of a defect, but no later than within a timeframe that allows for a thorough assessment of its causes.
4. A complaint report must include at least the following:
 - * order number or invoice number,
 - * production batch number or label number (if applicable),
 - * a description of the identified nonconformity,
 - * photographic documentation,
 - * the quantity of products subject to the complaint.
5. Until the complaint process is completed, the Customer is obligated to protect the products subject to the complaint from destruction, damage, or further use, provided that the nature of the defect permits it.
6. Danpla treats every complaint as a priority and takes steps to resolve it as quickly as possible.

7. If the complaint is deemed valid, Danpla will, at its discretion:

- * remedy the defect,
- * replace the product with one free of defects,
- * reduce the price,
- * refund the value of the products subject to the complaint.

8. Danpla is not liable for damage resulting from:

- * improper storage,
- * improper transport after the Customer has assumed the risk,
- * use not in accordance with the intended purpose,
- * exposure to high temperatures,
- * UV radiation,
- * moisture,
- * chemicals,
- * mechanical damage.

§12. Liability

1. Danpla's liability is limited to the value of the affected batch of products.

2. Danpla shall not be liable for:

- * lost benefits,
- * loss of profits,
- * production downtime,
- * consequential damages,
- * loss of contracts or orders,

unless such liability arises from mandatory provisions of law.

3. Danpla's liability covers only defects resulting from improper manufacture of the products or their nonconformity with the approved technical documentation or prototype.

§13. Intellectual Property

1. Designs, technical documentation, drawings, 3D models, visualizations, calculations, commercial offers, and any other materials developed by Danpla remain the property of Danpla, unless the Parties agree otherwise in writing.

2. The provision of technical documentation, a design, or a quotation to the Customer does not constitute a transfer of economic copyright or any other intellectual property rights.

3. Without Danpla's prior written consent, these materials may not be:

- * copied,
- * modified,
- * made available to third parties,
- * used for production by third parties,
- * used to prepare competitive offers.

§14. Production Setup Costs and Tools

1. Production setup costs include activities related to design development, preparation of the manufacturing process, preparation of technical documentation, prototype production, and preparation of the tools and equipment necessary to fulfill the order.

2. The Customer's payment of production setup costs does not constitute a transfer of ownership of:

- * tools,
- * equipment,
- * technical documentation,

- * technology,
- * design solutions,

unless the Parties expressly agree otherwise in writing.

3. Tools, equipment, and technical documentation produced for the purpose of fulfilling orders remain the property of Danpla.
4. Danpla shall store tools dedicated to the Customer's projects for a period of 24 months from the date of the last production run.
5. Upon expiration of this period, Danpla may decide to continue storing or dispose of the tools. To the extent possible, Danpla shall notify the Customer of any planned disposal.

§15. Confidentiality

1. Commercial offers, designs, drawings, technical documentation, cost estimates, visualizations, and other materials prepared by Danpla are confidential.
2. The Customer agrees to use the materials received solely for the purpose of evaluating and carrying out the collaboration with Danpla.
3. Without Danpla's prior written consent, the Customer is not authorized to:
 - * disclose the materials to third parties,
 - * publish them,
 - * use them to obtain competitive offers,
 - * use them in other projects unrelated to the cooperation with Danpla.
4. The obligation of confidentiality shall remain in effect even after the termination of the cooperation between the Parties.

§16. Force Majeure

1. Danpla shall not be liable for the non-performance or improper performance of obligations arising from the concluded contract if such non-performance or improper performance is caused by force majeure.

2. Force majeure is understood to mean events beyond the control of the Parties that could not have been foreseen or prevented despite the exercise of due diligence, in particular:

- * natural disasters,

- * fires,

- * floods,

- * wars,

- * riots,

- * acts of terrorism,

- * epidemics and pandemics,

- * strikes,

- * failures of technical infrastructure, §18. Final Provisions

1. In matters not covered by these General Terms and Conditions of Sale, the provisions of Polish law shall apply.

2. Any disputes arising from the performance of contracts concluded on the basis of these General Terms and Conditions of Sale shall be settled by the court having jurisdiction over Danpla's registered office, unless mandatory provisions of law provide otherwise.

3. The current version of the General Terms and Conditions of Sale is published on Danpla's website.

4. In the event that foreign-language versions of these General Terms and Conditions of Sale are prepared, the Polish version shall remain binding, unless the Parties expressly agree otherwise in writing.

5. Danpla reserves the right to amend these General Terms and Conditions of Sale. Such amendments shall not affect orders confirmed prior to the effective date of the new version of the General Terms and Conditions of Sale.

6. These General Terms and Conditions of Sale apply to all commercial offers and contracts entered into by Danpla, unless the offer or contract provides otherwise.

Add the following note to offers:

* interruptions in energy supply,

* administrative restrictions,

* disruptions in the supply of raw materials or transportation services.

3. A Party that is unable to fulfill its obligations due to a force majeure event shall immediately notify the other Party thereof and take measures to mitigate the effects of such an event.

4. The order fulfillment deadline shall be extended accordingly by the duration of the force majeure circumstances.

§17. Data Protection and Communication

1. The Parties agree to process personal data in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and national laws.

2. The Parties shall consider communication conducted via email to the addresses used in their ongoing business cooperation to be valid.

3. Statements regarding order fulfillment, acceptance of technical documentation, prototypes, changes to deadlines, and other commercial arrangements may also be submitted via email.

§18. Final Provisions

1. In matters not covered by these General Terms and Conditions of Sale, the provisions of Polish law shall apply.

2. Any disputes arising from the performance of contracts concluded on the basis of these General Terms and Conditions of Sale shall be settled by the court having jurisdiction over Danpla's registered office, unless mandatory provisions of law provide otherwise.

3. The current version of the General Terms and Conditions of Sale is published on Danpla's website.

4. In the event that foreign-language versions of these General Terms and Conditions of Sale are prepared, the Polish version shall remain binding, unless the Parties expressly agree otherwise in writing.

5. Danpla reserves the right to amend these General Terms and Conditions of Sale. Such amendments shall not affect orders confirmed prior to the effective date of the new version of the General Terms and Conditions of Sale.

6. These General Terms and Conditions of Sale apply to all commercial offers and contracts entered into by Danpla, unless the offer or contract provides otherwise.