



GENERAL TERMS AND CONDITIONS OF SALE FOR EXPORT MARKETS

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1. Scope of cooperation

1.1. These General Terms and Conditions of Sale (GTC) form an integral part of every sales contract concluded between PPPH LAMIX Mirosław Laszko (hereinafter referred to as the Seller) and the Buyer and apply to the execution of export orders.

1.2. These terms and conditions apply to deliveries to the entire European Union market and markets outside this area, including Switzerland and the United Kingdom.

2. Order fulfilment

2.1. The Buyer shall place orders exclusively in writing (including electronically), specifying the quantity of the product ordered, its specifications and other requirements related to the production of the private label. The Buyer shall also specify the expected delivery date.

2.2. The minimum order quantity (MOQ) is 33 full pallets of goods, corresponding to a full truck load. The Seller shall not accept orders for smaller quantities unless otherwise offered.

2.3. Orders shall only apply to full pallet quantities of products prepared according to the Buyer's individual specifications.

2.4. Upon receipt of the order together with the complete specifications, the Seller shall confirm acceptance of the order for execution within 5 working days.

2.5. The delivery time for a given order shall be confirmed each time by the Customer Service Department based on the possible delivery dates.

2.6. The Buyer shall not be entitled to cancel the order after its confirmation by the Seller, unless the parties agree otherwise in writing.

2.7. In the event of a delay in the delivery of materials necessary for the performance (e.g. approval of graphic designs), the delivery date shall be extended by the period of delay caused by the Buyer.

2.8. In the event of payment arrears exceeding 10 days from the payment date, the Seller shall have the right to suspend the execution of subsequent orders, of which it shall inform the Buyer.

3. Deliveries

3.1. Unless otherwise agreed by the parties, deliveries shall be made in accordance with Incoterms® 2020: DAP (Delivered at Place) – place of delivery specified by the Buyer in the order, with the offer price including the cost of transport from the Seller's warehouse to the place of delivery.

3.2. The Seller shall deliver the goods to the address indicated in the country of delivery, and the Buyer shall ensure access and unloading of trucks (33 pallets).

3.3. Delivery shall be deemed completed upon delivery of the goods for unloading and handover of the transport documents to the Buyer or a person authorised by the Buyer.

3.4. Unloading is the responsibility of the Buyer.

3.5. The Buyer or authorised recipient is obliged to sign the delivery document and provide the date and time of receipt. Damage to the goods during unloading shall be borne by the Buyer.

3.6. If the Buyer provides an incorrect delivery address or if unloading is not possible for reasons attributable to the Buyer, the Seller shall be entitled to charge the Buyer for additional transport and storage costs.

3.7. Unloading time exceeding 3 hours for full truck deliveries shall be considered extended unloading; in such a case, the Seller reserves the right to charge the Buyer for the costs of parking.

3.8. The carrier has the right to refuse entry to the unloading site in the event of a risk of damage to the vehicle or a safety hazard; the Buyer shall be liable for any damage resulting from such a situation.

3.9. In the case of deliveries to markets outside the European Union (e.g. the United Kingdom), the Buyer shall be responsible for completing import formalities in the country of delivery, including customs clearance and fees, duties, taxes and other charges related to import. The Seller shall provide the documents required for export from Poland (commercial invoice, consignment note, documents confirming the origin of the goods – if required). The Seller shall not be liable for delays resulting from customs procedures in the Buyer's country.

4. Prices

4.1. Product prices are specified in the current price list or individual EXW offer and are expressed in euros (EUR) net (excluding VAT). The final price for a given product includes transport costs and is expressed in accordance with the DAP principle.

4.2. The Seller reserves the right to change prices, undertaking to notify the Buyer of the planned change in advance.

5. Terms of payment

5.1. Payments shall be made in euros (EUR) in accordance with the date specified on the invoice, by bank transfer to the Seller's bank account specified on the invoice.

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

6. Complaints and warranties

6.1. Complaints regarding quantity and assortment must be reported to the Seller in writing within 3 working days of delivery. Failure to meet this deadline may result in the complaint being rejected.

6.2. Complaints regarding quality shall be considered after the submission of a completed complaint report containing the production batch number indicated on the collective packaging.

6.3. In the event of transport damage or non-compliance with the delivery document at the time of receipt, the condition for considering the complaint is to note the non-compliance on the delivery document and obtain confirmation from the driver.

7. Ownership rights

7.1. The Seller reserves the right of ownership of the delivered goods until full payment has been made by the Buyer.

7.2. Goods that have not been paid for in full may not be pledged or otherwise encumbered and remain the property of the Seller.

7.3. All marketing and advertising materials provided by the Seller to the Buyer shall be returned upon termination of the commercial relationship.

8. Other provisions

8.1. Upon delivery of the goods to the place of delivery, the risk of accidental loss or damage to the goods shall pass to the Buyer.

8.2. The Seller reserves the right to make technical changes, production tolerances and product improvements.

8.3. Any disputes arising from these terms and conditions shall be settled by the court having jurisdiction over the Seller's registered office.

9. Final provisions

9.1. These General Terms and Conditions of Sale have been published on the Seller's website www.lamix.pl and are effective as of 01/07/2025.

9.2. By placing an order, the Buyer confirms that they have read and accepted these terms and conditions.