

GENERAL CONDITIONS OF COOPERATION
Binding for agreements concluded by
PAR BAKUŁA General Partnership headquartered in Gdańsk

§ 1 GENERAL PROVISIONS

1. The hereby general conditions of cooperation (further GCC) are applicable for agreements of sale and issuance concluded by PAR BAKUŁA General Partnership headquartered in Gdańsk and a Client excluding agreements concluded by www.par.com.pl service.
2. Terms used in GCC mean:
 1. **PAR BAKUŁA General Partnership** - PAR BAKUŁA General Partnership headquartered in Gdańsk
 2. **Client** – trader being a counter-party of PAR BAKUŁA General Partnership purchasing goods, in the course of their business, offered by PAR BAKUŁA General Partnership
 3. **Parties** – PAR BAKUŁA General Partnership, Client
 4. **GCC** – General Conditions of Cooperation adopted by PAR BAKUŁA General Partnership headquartered in Gdańsk
 5. **Goods** – commodities sold by PAR BAKUŁA General Partnership headquartered in Gdańsk.
 6. **Producer** – producer of goods offered by PAR BAKUŁA General Partnership.
 7. **Offer** – PAR BAKUŁA General Partnership statement made on paper or via the Internet containing information about goods on offer, price and conditions of delivery and presenting a will to conclude a contract by PAR BAKUŁA General Partnership.
 8. **Confirmation** – Clients statement of will to purchase goods from PAR BAKUŁA General Partnership made on paper or via the Internet.
 9. **Order confirmation** – PAR BAKUŁA General Partnership statement of will to conclude a contract with a Client made on paper or via the Internet and describing its conditions and resulting in signing a contract provided that there are no reservations as to the conditions of contract on the Client's side.
 10. **Recipient** – entity referred to by a Client to whom purchased by the Client goods are delivered.
 11. **Decoration** – products from a collection are ornamented with the following techniques: laser engraving, stamping, tampography, silk-screen printing, computer embroidery, UV printing.
3. The hereby GCC are the only and comprehensive settlement binding parties in terms of sales and delivery of goods offered by PAR BAKUŁA General Partnership.
4. Provisions of the hereby GCC can only be changed in a written form in order to be valid. Concluding a separate contract between PAR BAKUŁA General Partnership and a Client excludes the application of the hereby GCC only in the area which is explicitly and comprehensively different in the contract.

§ 2 PROCEDURES FOR AGREEMENT CONCLUSION

1. The Client placing an order accepts terms and conditions of cooperation defined in the hereby GCC.
2. Each order will include, among others, specification of the ordered product (product's symbol), quantity, price, the date of payment and the place and the date of the product collection, terms of transportation and the date of order realisation. In case of some data from the order missing PAR BAKUŁA General Partnership is entitled to claim its completion. If the date of the payment or the place of product collection is not given PAR BAKUŁA General Partnership is entitled to confirm an order and conclude a contract. The parties will decide on the completion of the missing data before the realisation of the contract.
3. The expiry date of the order placed by the Client is 7 days, after that time the order is automatically cancelled.
4. Placing another order by the Client who has previously concluded even one contract with PAR BAKUŁA General Partnership means agreeing and implementing provisions of the hereby GCC.
5. Concluding a contract, also in a bidding mode, happens as soon as the Client receives the confirmation of the order. The parties exclude any possibilities of silent (implied), designated by law contract conclusion.
6. The moment of sending confirmation of order to the Client by PAR BAKUŁA General Partnership is accepted as contract conclusion. Confirmation of order is sent by PAR BAKUŁA General Partnership as soon as it is confirmed that the product in question is available in the warehouse.
7. A response to the order including additional or different terms referring to price, date of payment, quality and quantity of the product, place and time of collecting goods is not a confirmation of order but an offer which should unconditionally be accepted within three days, unless its content suggests the possibility of accepting it on a different date.
8. There is no possibility to make any changes in the content of confirmed order and/or adding it to another order.

9. To validate contract conclusion or its changes any declaration of intent exchanged between the parties should be handed in the respective party in writing or, alternatively via fax or officially given e-mail address.
10. To validate contract conclusion or its changes any declaration of intent should be introduced by people acting under the authority of PAR BAKUŁA General Partnership and the Client.
11. PAR BAKUŁA General Partnership reserves the right to reject the realisation of an order that is assumed to be obscene, offensive, encourages to race, sex or national discrimination or includes some other immoral contents.

§ 3 PRICE, TERMS OF PAYMENT AND TRADE CREDIT

1. The price for the purchased product, the date and terms of payment will each time be given in the confirmation of order. The payment may be done simultaneously with goods delivery or may be done in advance or with a prolonged date.
2. The Client authorises PAR BAKUŁA General Partnership to issue VAT invoice without a signature of the other party and to send it by mail without a written confirmation of receipt or by officially given e-mail address. Prices given by PAR BAKUŁA General Partnership are net prices and VAT will be added according to the rates applicable on the date of the purchase.
3. The payment will be done via bank transfer onto the bank account of PAR BAKUŁA General Partnership given on the invoice. The date of payment is regarded to be the date when the money is credited to the account of PAR BAKUŁA General Partnership.
4. Payment of the price in a foreign currency is executed in this currency unless it is differently decided.
5. The Client commits themselves to pay the price within the period specified in the confirmation of order or if the date was not given there the Client's the VAT invoice issued by PAR BAKUŁA General Partnership.
6. In case of late payment either partial or wholesome for the delivered goods, the Client will pay PAR BAKUŁA General Partnership statutory interest.
7. The realisation of order with the postponed payment is conducted after PAR BAKUŁA General Partnership agrees on an individual merchant credit pointing out the maximum level of debt of the Client.
8. Merchant credit is granted to the Client prior to signing another contract on the basis of a written Client's merchant credit application. The amount of the credit and the date of payment are dependent on the potential, needs, merchant capabilities, history and the level of transactions as well as the assessment of financial reliability of the Client made by cooperating with PAR BAKUŁA General Partnership insurance companies. When the reliability of the Client is being assessed by the insurance company appointed by PAR BAKUŁA General Partnership, the Client is obliged to give access to this company to all the necessary financial data. Should the Client refuse such access, it may result in the lack of possibility to grant a merchant credit in expected amount.
9. After the credit is granted to the Client, PAR BAKUŁA General Partnership is entitled to change it or withdraw it at any time especially in case of:
 1. not fulfilling provisions of concluded agreements
 2. learning by PAR BAKUŁA General Partnership about such debt of the Client to other parties that would impede the fulfillment of provisions of agreements concluded with PAR BAKUŁA General Partnership
10. If the Client is in default to PAR BAKUŁA General Partnership, PAR BAKUŁA General Partnership may reject accepting any further orders from such Client, and if necessary also withhold a realisation of orders in progress up to the moment the payment is made.
11. The Client undertakes to notify immediately and in writing PAR BAKUŁA General Partnership about:
 1. lodging an application for bankruptcy and the reasons behind it,
 2. changing a legal status of the company, its name or owners,
 3. any change that may influence payment capacity of the Client towards PAR BAKUŁA General Partnership.
12. The Client has no right to make a statement to PAR BAKUŁA General Partnership to reclaim any sum (apart from that, which by law is not subject to exemption from offsetting), in each case the right to offset an amount connected with concluding a contract and conducting a contract is exempted.
13. PAR BAKUŁA General Partnership has the right to execute deduction on other debt-claims and commitments in compliance with the provisions included in the Civil Code.
14. PAR BAKUŁA General Partnership reserves the right to the ownership of Goods until the whole amount due is paid.

§ 4 CONTRACT EXECUTION AND GOODS ISSUANCE

1. Giving the goods shall take place upon fulfilling by PAR Bakula Sp. J all activities necessary to allow to collect the goods for the Client or the Recipient in the place of destination defined in the order and confirmed in the confirmation of the order.
2. Giving the goods shall take place under the conditions defined each time in order confirmation.
3. Date and place of giving the goods will be each time defined in the order confirmation.
4. The Recipient shall be obliged to collect the Goods ordered on the date confirmed by PAR Bakula Sp.J or immediately after notifying about the readiness to give. In case of a delay in collection, the Client may be charged with the costs of storing, with a reservation of other rights granted to PAR Bakula Sp.J. The goods may be stored by means of a third person at the cost and risk of the Client and the place of collection at the cost and risk of the Client and the place of collection of Goods may be changed in such a situation.
5. PAR Bakula Sp.J shall take all efforts so that Goods were properly packed and delivered on the date indicated in the order. The realization date of the order defined by PAR Bakula Sp.J. in the offers is of estimate nature and may be changed.
6. The Client shall be obliged to collect the Goods ordered on the date established in the order confirmation by PAR Bakula Sp.J. In case of no arrangements the delivery or the collection of Goods will be realized on the date suitable for PAR Bakula Sp.J.
7. The risk of an accidental loss or damage of the ordered goods shall pass onto the Client, upon their giving to the Client or giving to the entity indicated by the Client providing transport or courier services in the situation when the Client himself chose the forwarding (transport) entrepreneur resigning from the standard forwarding partner PAR Bakula Sp.J.
8. The Client in each case shall bear the risk of accidental loss or damage of the Goods in the period between its issue and passing the ownership right of the Goods for him
9. In the event when the Goods are delivered by means of a forwarding (transport) enterprise, the Client shall be obliged to examine the condition of the shipment package in order to establish whether the subject of the order and its packaging were not damages. In case of stating the damages the Client shall be obliged to prepare a proper handover protocol of the shipment in the presence of the employee of the forwarding (transport) company or else it shall be considered that the package or the Goods were not damaged until they are given to the Client.
10. In case of damaging the Goods during transport, one should immediately notify PAR Bakula Sp.J thereof and sent to it a signed protocol with a description and justification of reported reservations.
11. PAR Bakula Sp.J in any case does not bear any liability for delay in delivery caused not at his fault (in particular) is not responsible for delay caused for the reasons of the Client or the forwarding (transport) company.
12. Lack of possibility to deliver the Goods on the date initially agreed, does not release the Client from the obligation to collect them on another date, whereas the lack of possibility to collect the Goods for the reasons of the Client causes maturity of the obligation to pay all receivables as if the Goods were collected.

§ 5 COMPLAINT AND GOODS RETURN

1. Reporting any quantity and quality complaints with reference to the visible defects must take place at the latest within 3 days of giving the goods and must refer to the transport documents concerning a given delivery.
2. About the defects which cannot be detected despite careful examination, the Client has the obligation to notify PAR Bakula Sp.J immediately after they have been detected, not later than within 10 days of giving the goods.
3. All claims for the complaints shall expire after the lapse of 30 days from giving the goods.
4. Reporting the quantity and quality non-conformities during collecting the goods shall require preparing the protocol of discrepancies and making an entry in the transport document, signed by the carrier.
5. To report the complaint the following documents should be attached:
 1. copy of waybill
 2. the document containing a careful description of goods (consistent with the description given in the order), order number, exact number of the goods complained,
 3. discrepancy protocol or another document describing in which way the condition of the goods deviates from the standard,
 4. demand of the Client (e.g. lowering the price, replacement of the goods).
6. All complaints both as to the quantity and the quality must be expressed in physically measurable values.
7. The performance by PAR Bakula Sp.J of the sales agreement with 3% of error margin as to the quantity of the Goods shall not constitute the basis for complaint due to the damages caused in print, any damages of

- the Goods in the warehouse or its lack during realization, whereas in the said case the client shall be obliged to pay exclusively the price of the part of the order obtained by him.
8. In case of reporting any quality non-conformities the Client shall be obliged to prove the non-conformity of the delivered goods with the order or material standard.
 9. The date of reporting the complaint shall be accepted each time as the date for the first reporting to PAR Bakula Sp.J in writing, by fax or email the information on the defect of the goods.
 10. The Client undertakes to separate and make available the complained goods to PAR Bakula Sp.J for examination in the condition in which it was on the issue date upon each call of his. In case of detecting the defect hidden during the technological process, the Client shall be obliged immediately stop the processing of the goods. If the goods after reporting the non-conformity is processed, the liability of PAR Bakula Sp.J for defects of the goods expires. Until considering the complaint by PAR Bakula Sp.J, the Purchaser has the obligation to withhold further sale of goods.
 11. If any party considers that for the existence of the defects technical opinion is necessary prepared by independent expert, the obligation to order charges the Client. The selection of the expert shall take place after making the arrangement by both parties. PAR Bakula Sp.J will take a stand as to the defectiveness of the goods after making available a proper opinion to him.
 12. The costs of the opinion, referred to in § 5 it. 11, as well as all costs connected with considering the complaint, in particular costs of business trips of the representatives of PAR Bakula Sp.J and the Client, the costs of separation, selection and complaint examination of the goods will be covered by the Parties by the following principles:
 1. in case of accepting the complaint as reasonable, all costs connected with the complaint shall charge PAR Bakula Sp.J,
 2. in case of rejecting the complaint due to its groundlessness all costs connected with the complaint shall charge the Client.
 13. Accepting or rejecting the complaint shall take place in writing, after examining the complained batch of the goods by PAR Bakula Sp.J, alternatively after conducting the opinion by an independent expert, in accordance with § 5 it. 11. In case of accepting the complaint, PAR Bakula Sp.J undertakes upon its cost to replace defective goods into the ones free from defects on the date agreed by the Parties. If the replacement of the goods is impossible PAR Bakula Sp.J shall have the right to refuse to replace the goods and return to the Client a proper part of the price, if it already had been paid by the Client.
 14. Accepting or rejecting the complaint shall take place in writing, after examining the complained batch of the goods by PAR Bakula Sp.J, alternatively after conducting the opinion by an independent expert, in accordance with § 5 it. 11. In case of accepting the complaint, PAR Bakula Sp.J undertakes upon its cost to replace defective goods into the ones free from defects on the date agreed by the Parties. If the replacement of the goods is impossible PAR Bakula Sp.J shall have the right to refuse to replace the goods and return to the Client a proper part of the price, if it already had been paid by the Client.
 15. The date for considering the complaint is 14 days and is counted from the day of obtaining all documents confirming reasonability of the complaint. The date may be extended, in particular in the situation when the consideration of the complaint will depend on consulting the opinion of the expert and/or completing the documentation concerning the complaint.
 16. Reporting any claims by the bodies of the state from the Client for improper quality or quantity of the goods, must be preceded by complaint procedure.
 17. Compensation for the damages caused to the Client in connection with failing to perform or improper performance of the agreement is limited in each case up to the half net price of the goods covered with the agreement, whereas PAR Bakula Sp.J shall be responsible only for the typical losses of the Client and possible to be foreseen and if they were created for the reasons exclusively on the side of PAR Bakula Sp.J.
 18. Institution of the complaint procedure does not release the Client from the obligation of punctual payment of the price for the goods issued. Depending on the method of considering the complaint, the accounting document will be issued which will constitute the basis to make the settlement between the parties.
 19. PAR Bakula Sp.J states that in the area of one batch of goods there can be insignificant differences in colours. With reference to the leather goods, the differences in texture and colour are a natural consequence of the production process and are not considered as the defect of the goods.
 20. PAR Bakula Sp.J is not responsible for the complaints for the goods without decorations, which the Client wants to return to PAR Bakula Sp.J after making decorations on it unless the goods show hidden defects. The refund of the costs of complained goods shall require to make the return by the Client to PAR Bakula Sp.J of the purchased and complained goods.
 21. PAR Bakula Sp.J is not responsible for the complaints for the goods without decorations, which the Client wants to return to PAR Bakula Sp.J after making decorations on it unless the goods show hidden defects. The refund of the costs of complained goods shall require to make the return by the Client to PAR Bakula Sp.J of the purchased and complained goods.

22. With small exceptions (holiday, season articles, II rate goods and ending of the batches) PAR Bakula Sp.J shall accept the right of the Client to make the return of the goods purchased from the offer of PAR Bakula Sp.J within 30 days of purchasing the goods. In the event when the Client decides to make the return of the purchased goods he shall be obliged to contact the Customer Service Office of PAR Bakula Sp.J – tel: 58 712 82 00 or to officially provided e-mail address and the willingness to return the goods.
23. The right to return the goods to PAR Bakula Sp.J, referred to in § 5 point 20, shall be granted to the Client with reference to the goods not decorated thus without printout, marking, embroidery or other customization. The condition to make the return of the goods by the Client is a not deteriorated condition of the goods returned. In case of reimbursement of costs of delivery of goods to the Client and the return delivery shall always charge the Purchaser.

§ 6 CONTRACTUAL PENALTIES AND LIMITATION OF LIABILITY

1. If the Client does not make the collection of the goods within 30 days counted on the date established in the agreement to give the goods, he shall pay to PAR Bakula Sp.J a single contractual penalty of 10% of the goods not collected on time. PAR Bakula Sp.J may also in the situation withdraw from the agreement. The withdrawal by PAR Bakula Sp.J from the agreement does not release the Client from paying the reserved contractual penalty.
2. In the event when the damages exceed the reserved contractual penalties PAR Bakula Sp.J has the right to seek supplementary damages.
3. PAR Bakula Sp.J shall be responsible for the order realized only and exclusively up to the level of its amount and in no event is responsible for any loss of the profit of the Client due to non-performance or improper performance of the order by PAR Bakula Sp.J.
4. PAR Bakula Sp.J shall not be responsible for any damages caused as a result of non-performance or improper performance of the order, if the non-performance or improper performance is the consequence of the circumstances for which PAR Bakula Sp.J shall not bear liability.
5. In particular PAR Bakula Sp.J is not responsible for the damages caused as a result of failing to keep the date of the order's realization irrespective of the fact whether the damages were caused as a result of the difference between the colours of the items indicated in the catalogue and the colours of the goods sent being the subject of the order, if the differences are within the limits permitted and acceptable in the sector.

§ 7 FORCE MAJEURE

1. PAR Bakula Sp.J shall not bear liability towards the Client or the third persons if during the application of the agreement there are circumstances preventing PAR Bakula Sp.J from full or partial fulfillment of its obligations, in particular such as: fire, natural disaster, ecological disasters, strike, war, terrorist attack, military actions of any kind, blockade, prohibition of export or import, imposition of anti-dumping limitations, actions started by any local or state authorities, interruptions in operations of the Manufacturer's company providing the goods to PAR Bakula Sp.J.
2. In case of existence of the force majeure, the performance of the agreement will be suspended for the duration of these circumstances which prevent from its performance.
3. The Party which found its self in the circumstances of force majeure, will notify the other party about the event and the date of the event and the influence of the event on the ability to fulfill their obligations defined in the agreement after the event has taken place.
4. The Party remaining under the force majeure will take all efforts to mitigate its influence on performing its obligations defined in the agreement. The Party will try to notify the other party on the completion of the event as soon as possible and will regain performance of their obligations defined in the agreement.
5. If the existence of the force majeure lasts longer than three months, each Party will have the right to withdraw from the Agreement without the damages consequences.

§ 8 WITHDRAWAL FROM THE CONTRACT

1. PAR BAKUŁA General Partnership has a right to withdraw from a contract without the necessity to grant the Client a supplementary deadline to execute a concluded contract if:
 1. the delay to collect the goods is longer than 30
2. PAR Bakula Sp.J has the right to withdraw from the agreement, without the necessity to indicate for the Client the additional date to perform the agreement concluded, in case of:
 1. delay of the Client in collecting goods over 30 calendar days,
 2. delay of the Client in paying for at least one invoice exceeding 30 days
 3. repeated infringement by the Client of the provisions of the agreement or GCC.

3. In case of withdrawal from the agreement for the reasons indicated in § 8 it. 1 all unpaid liabilities of the Client, resulting from earlier concluded sales agreements and invoices issued until the day of withdrawal from the agreement, shall become immediately due.
4. PAR Bakula Sp.J shall be entitled to withdraw from the Sales Agreement within 14 calendar days of its concluding. The withdrawal from the Sales Agreement in this case may take place without giving the cause and does not cause any claims on the Client's side not being a consumer towards the Seller.

§ 9 CONFIDENTIALITY CLAUSE

1. The Client shall be obliged to keep in confidentiality, not to disclose, not to transfer and not to use any data, information and commercial conditions resulting from the Agreement, obtained in connection or on the occasion of realizing the agreement, constituting the secret of PAR Bakula Sp.J.
2. The prohibition to disclose the secret of PAR Bakula Sp.J shall be applicable throughout the whole period of applicability of the agreement, and after its termination for the period of 5 years
3. In case of infringing by the Client the prohibition to keep the secret on confidentiality, PAR Bakula Sp.J shall have the right to withdraw or terminate it with an immediate effect and demand the payment of compensation by the general principles.
4. The secret of PAR Bakula Sp.J is considered in particular as all information which was not disclosed at his will and is not commonly known and as to which the Client was informed that it is confidential or as to which due to its type or circumstances the Client might have presumed that it is confidential.

§ 10 INTELLECTUAL PROPERTY RIGHT

1. While sending a graphic mark to PAR Bakula Sp.J, lor using the logotypes stored in the resources of PAR Bakula Sp.J, the Client guarantees and assures that he is authorised to use all rights, including the right to the trademark, logotype, slogan, portrait, graphics, graphic mark, photo and any other part and pattern contained in the files.
2. In addition, the Client guarantees and assures that a graphic pattern sent, neither in whole nor in part:
 1. infringes any rights to intellectual property of third persons,
 2. is the subject of such an infringement as a result of which the Client obtained it,
 3. is subject to limitations, which would prevent PAR Bakula Sp.J from legal reproduction and processing of images and texts sent.
3. PAR Bakula Sp.J shall not bear liability for any errors caused during data transmission.

§ 11 CHOICE OF COURT, APPLICABLE LAW

1. To the agreements concluded in accordance with OWW in the issues not settled therein, the provisions of the Polish Civil Code shall apply.
2. All disputes between PAR Bakula Sp.J, and the Client shall be subject to jurisdiction of Polish courts.
3. In case of a dispute, resulting from performing or interpretation of these OWW, the Parties undertake to take all attempts in order to resolve it amicably.
4. The competent court to resolve any disputes shall be common court in Gdansk with material jurisdiction.

§ 12 FINAL PROVISIONS

1. The Customer Service Office of PAR Bakula Sp.J is at the disposal of the Client every day except Saturdays, Sundays and days statutory free from work between 8.00 – 16.30 at the telephone number 58 712 82 00 and at the e-mail address: bok@par.com.pl
2. If particular provisions of these OWW turn out to be invalid or ineffective it will not have influence on validity and effectiveness of other provisions. In such a case the parties undertake to accept such provisions which will reflect the previous provisions in an effective manner.
3. All changes in these OWW shall require a written form or else they shall be null or void.
4. All statements of will or knowledge, referred to in OWW for their validity and effectiveness, must be sent in written form or by means of direct distance communication namely fax or email. The official email address shall be considered by the parties as the contact address provided in issues of sale on their websites. PAR Bakula Sp.J shall have the right to demand from the Client or the Recipient to have the email address provided. The provision does not infringe absolutely applicable law provisions concerning validity of legal actions due to their form.
5. These GCC are provided for the attention and are available for the business partners of PAR Bakula Sp.J on website <https://www.par.com.pl/articles/terms-and-conditions.html>. About any changes of GCC PAR

Bakuła Sp.J informs the Client publishing the text of changes on <https://www.par.com.pl/articles/terms-and-conditions.html>

The hereby version of GCC was written and published in Gdansk, and has been valid since 20/10/2017.

Signed and accepted by:

PAR BAKUŁA General Partnership Management Board headquartered in Gdańsk