

October 2024

## General Conditions and Standards of EUREKA Sp. z o.o.

### 1. Finance:

- a) Transport of consignments over 2000.00 PLN net: at the supplier's expense, below 2000.00 PLN net: 15.00 PLN net - regardless of the number of boxes.
- b) Individual discounts are determined on the basis of last year's turnover; the minimum discount for an advertising agency is 43%.
- c) Payment - cash on delivery or transfer before delivery - applies to new customers.
- d) Payment by bank transfer within 21 days can be obtained upon fulfilment of 3 orders for a minimum of PLN 10,000.00 net.
- e) Failure to pay on time will result in switching to cash payment.
- f) For large contracts, additional security may be required in the form of advance payment, promissory note, bill of exchange agreement, or commercial contract.

### 2. Orders:

- a) Orders should be placed online or in writing to the email address: [sales@jaguargift.com](mailto:sales@jaguargift.com)
- b) Before processing an order for goods or samples, copies of the following documents are required: entry in the Commercial Register or extract from the Commercial Register, Tax ID, and NBRN.
- c) The prices in the catalogue and on [www.jaguargift.com](http://www.jaguargift.com) are net prices and subject to your discounts.
- d) Delivery times are negotiable in each case.
- e) The purchaser must provide correct billing details and delivery address to ensure correct delivery.
- f) Offers sent by sellers are valid for 14 days.

### 3. Promotions:



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- a) All sales promotions organised by EUREKA Sp. z o.o. are valid until stocks last.
  - b) Promotional prices apply to advertising agencies only.
  - c) Promotional prices are not subject to discounts.

#### **4. Materials:**

Natural leathers used in leather goods are characterised by traces of small, localised scratches, discolouration, pigment dots, differences in shade and texture, keratosis of the grain, yokes, and other individual marks which emphasise the uniqueness and originality of the leather product. The aforementioned marks are to be considered as proof of the authenticity and nobility of the leather from which the product was made. **The above-mentioned features are not subject to complaints.**

#### **5. Sizes of the products:**

Due to the fact that many of the products offered by EUREKA Sp. z o.o. are manufactured by hand, minimal differences in their dimensions may occur.

**This does not constitute grounds for a complaint about the products.**

#### **6. Product equipment:**

The goods offered by EUREKA Sp. z o.o. **do not** include office supplies such as notebooks, pens, etc., unless otherwise stated.

#### **7. Packaging:**

The products are packaged following the indications in the catalogue and on the website [www.jaguargift.com](http://www.jaguargift.com).

#### **8. Other:**

- a) Warranty Article 577(2) – unless a different period is stipulated in the warranty, the period is one year from the date on which the item was handed over to the buyer.



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b) The Ordering Party declares that it holds unencumbered proprietary copyrights or other rights to all source materials (e.g. graphic designs, visualisations, logotypes) provided to the Contractor, necessary for the performance of the submitted order, in the area and fields of exploitation permitting, by the law, their use in the manner specified in the order and that they are free from any legal defects and do not infringe any rights of third parties or constitute an act of unfair competition.

c) The Ordering Party shall be fully liable for damages as a result of the above (if any claims are raised against the Contractor by third parties in connection with the source materials provided, the Ordering Party undertakes to settle such claims directly or to reimburse the Contractor the equivalent of the amounts or other performances that the Contractor had to meet in order to satisfy the third parties. The Ordering Party shall also be liable for the litigation costs incurred by the Contractor).

d) The Purchaser, while retaining its rights to any source materials provided to the Contractor, hereby authorises the Contractor to use such materials solely to fulfil the order placed.

e) All rights reserved. Graphic designs, visualisations, photographs, drawings and other works submitted in connection with the execution of the order are protected by copyright.

f) Copying, duplication and use in part or in whole for purposes other than the execution of an order at EUREKA Sp. z o.o. is only possible with the author's consent.

These terms and conditions form an integral part of our company's product catalogue.

