

GENERAL CONDITIONS OF SUPPLY AND SALES (SALES, DELIVERY, PAYMENTS, COMPLAINTS)

PRECONDITIONS

All offers, orders and deliveries are carried out by Happy Gifts Europe Sp z o. o. in accordance with the applicable rules of Polish law.

COMMERCIAL OFFER – PRICES

1. The commercial offer is included to the price list of Happy Gifts Europe Sp. z o.o.
2. The prices included to price list do not contain tax on goods and services (VAT) in the amount specified by the law.
3. The prices included to the price list do not contain the delivery costs.
4. The current price lists are available in our sales office. Price lists are subject to change at any time during the year.

ORDERS AND OFFERS

1. The order of the goods are following by sending the order by e-mail
2. The order should indicate the name of the product, the code in accordance with the current catalog and the quantity of ordered goods.
3. The minimum amount of ordered goods is the quantity contained in the intermediate packaging. Information about pack mode is available on the website and catalogue.
4. Each order will be confirmed by Happy Gifts Europe Sp. z o.o. at the latest within 2 working days (from the date of sending the order) with certain date of orders realisation (it is approximate date and it can be changed).
5. Lodging an order is tantamount to acceptance by the Employer all the provisions contained in the "General Terms and Conditions."

PACKAGE

1. The product is sold in quantities constituting a multiple of intermediate packaging.
2. In the case of orders in amounts inconsistent with quantities constituting a multiple of intermediate packaging, Happy Gifts Europe Sp. z o.o. reserves the right to adjust the ordered quantities to the requirements listed in point 1 and calculates the price from such a quantity.

DELIVERY OF ORDERS AND DELIVERY

1. The ordered product is shipped to the Contracting Entity within a maximum of 2 working days from the time of preparation of the product to shipment via courier.
2. Shipment of goods shall be carried out from the magazine Happy Gifts Europe Sp. z o.o. located in Bytom, Śląskie, Poland.
3. It is possible to collect the goods directly from our warehouse in Bytom, by a person indicated by the Contracting Entity – it must be notified to Happy Gifts Europe Sp. z o.o. minimum 1

working day before the planned pick up of a shipment.

4. The cost of delivery is covered by the Contracting Entity, with the exception of the orders which value exceeds 3,000 PLN netto for domestic market and 1500 EUR for foreign markets. Then the delivery cost is covered by Happy Gifts Europe Sp. z o.o.

5. Happy Gifts Europe Sp. z o.o. reserves the option of partial deliveries, as long as the total delivery requirement is not clearly defined in the order.

6. Happy Gifts Europe Sp. z o.o. reserves the right to deliver more or fewer products than the order results without changing the value of the invoice and the right to complaint; the difference in delivery may not exceed 2% of the ordered quantity.

7. Happy Gifts Europe Sp. z o.o. reserves the right to suspend shipment to the Contracting Entity in the case of failure of payment for the previous deliveries, until total payment are settlement to Happy Gifts Europe Sp. z o.o.

GRAPHIC DESIGNS

1. In the case of printed products, Happy Gifts Europe Sp. z o.o. at the request of the Contracting Entity, prepares graphic designs that require the Contracting Entity's acceptance; however the maximum number of free projects dedicated to one order is 3 drafts. Additional projects are prepared against payment in accordance with the price list.

2. Graphic designs are for illustration purpose only, where the color scheme may slightly differ from the actual color of the product. Acceptance of the project by the Employer is tantamount to acceptance of the Terms of the Contract.

3. Happy Gifts Europe Sp. z o.o. has the right to use graphic designs and final products made for the request of the Employer by placing them on websites, in catalogs and other advertising materials, as well as samples presented during fairs and industry meetings, unless the Employer does not agree in writing .

PAYMENT

1. Payment for the ordered goods, with cash or by transfer, must take occur at the latest before sending the goods to the Contracting Entity. In the absence of payment, Happy Gifts Europe Sp. z o.o. has the right to stop the delivery of goods. It is also possible to send goods with the form of payment COD (cash on delivery), which requires prior agreement.

2. Sales with a deferred payment date (if such a form of payment was agreed between the parties) is carried out only up to the value of an individually set merchant's limit.

3. In the case of orders with deferred payment date, the date of crediting payment on the account of Happy Gifts Europe Sp. z o.o. is obliging.

4. In the case of late payment by the Contracting Entity, Happy Gifts Sp. z o.o. reserves the right to charge statutory interest and change the terms of payment for subsequent orders.

COMPLAINTS



1. The Contracting Entity is obliged to check if the delivered goods are consistent with the confirmed order.
2. In the case of quantitative discrepancies, the Contracting Entity should inform about this fact in writing within a maximum of 3 working days from receiving the goods. From this moment Happy Gifts Europe Sp. z o. o. should consider the complaint within 3 working days (from the date of receiving the complaint submission from the Contracting Entity).
3. In the case of complaints regarding the quality of the product (product or service), the Ordering Party should inform about it in writing within a maximum of 14 days from the date of receipt of the goods, and then return it to the seat of the company Happy Gifts Europe Sp. z o.o. Such a complaint will be considered by Happy Gifts Europe Sp. z o.o. within 7 days from the date of receipt of the advertised goods. If the complaint is accepted, Happy Gifts Europe Sp. z o.o. in the agreed time with the ordering party, he will send back the goods free from quality defects at their own expense. If the complaint is rejected, the returned product will be sent back at the cost of the Contracting Entity.
4. Goods, on which the Contracting Entity made marking on themselves, are not subject to complaint.

LIMITED LIABILITY

Happy Gifts Sp. z o.o. shall not be liable for any damage, as a result of non-performance or for improper performance of the contract, if non-performance or improper performance in consequence of conditions without fault of Happy Gifts Sp. z o.o.

In particular, Happy Gifts Sp. z o.o. shall not be liable for damage, as a result of failure the deadline for implementing the order or as a result of the difference between the colors of the articles submitted in the catalog/website and the colors of the goods being the subject of the order.

RESERVATIONS FOR THE PROPERTY OF THE SALE

Happy Gifts Sp. z o.o. reserves the right of ownership of the ordered goods until the payment is made by the Contracting Entity.