

AXPOL Trading – Terms and Conditions of cooperation

The below Terms and Conditions apply to cooperation between AXPOL Trading sp z o.o., hereinafter called AXPOL and client hereinafter called the Purchaser, unless otherwise agreed in a separate agreement.

§ 1. Orders

1. Orders shall be placed in writing or via B2B webshop and will only be realized if confirmed in writing by AXPOL. Any changes to confirmed order shall be made in writing under pain of nullity.
2. When placing an order with AXPOL for the first time the Purchaser is obliged to submit its updated form of entry into the EU VAT No. Registration Certification system which allows us to identify its VAT number and full address plus AXPOL Accounting form (available on www.axpol.com.pl in DOWNLOAD section). The Purchaser is also obliged to immediately inform AXPOL about any changes or cancellation in regard to its EU VAT number, company name and address.
3. Orders may be placed only by a person authorised to represent the Purchaser. Otherwise the Purchaser is obliged to submit a separate authorization signed by the person authorized to represent the company.
4. If the Purchaser is in default on payments for previous deliveries, AXPOL reserves the right to refuse or suspend the completion of subsequent orders placed by the Purchaser, until the whole outstanding amount due to AXPOL is paid off.
5. The Purchaser can place an order via B2B webshop that is carried out under “AXPOL Trading - Terms and Conditions of cooperation” and „AXPOL Trading - B2B webshop Regulations”.

§ 2. Realization time and delivery

1. Order realization starts upon receiving a written confirmation of the order from AXPOL.
2. Realization period confirmed by AXPOL may change in case of force majeure and other incidents which are outside of AXPOL's influence, and which cannot be foreseen and avoided at the time of signing the contract. AXPOL is obliged to immediately inform the Purchaser about the obstructions when they occur. This refers also to obstructions caused by other suppliers and subcontractors cooperating with AXPOL. Purchaser's claims arising in this kind of situations are excluded. The date of delivery of goods ordered agreed with AXPOL shall be an approximate date and shall not be considered as a final date.
3. If not otherwise indicated, prices are quoted EXW Zlotniki, exclusive of applicable VAT rate.
4. The Purchaser can have the goods delivered by AXPOL or other delivery company upon request.
5. Unless otherwise agreed, the cost of delivery is covered by the Purchaser. In some instances AXPOL reserves the right to re-invoice the costs of shipping for the ordered goods.
6. If the dispatch of the ordered goods is delayed because of the Purchaser, storage cost and risk shall be carried by the Purchaser.
7. AXPOL does not take responsibility for lost or damaged dispatch during transportation, and also for delays in delivery which were caused by the delivery company.
8. AXPOL shall not assume responsibility for minor differences between the goods presented in the catalogue and the real goods delivered.
9. Return of purchased products is not possible (excl. § 2p.10 and § 4p.17) In particular cases and only when confirmed by AXPOL Representative return is allowed but the Purchaser is obliged to cover the costs born by AXPOL in connection with realization process of the order, including especially handling costs.
10. Return of sample (considered as one piece of purchased goods) is allowed only in reference to products from current catalogue VOYAGER, FOFCIO, VOYAGER GO!GIFTS, Voyager Plus and within 21 days from purchase date and on condition that the product is in original packaging and in perfect condition, transport cost covered by the Purchaser. Returned samples must be accompanied by filled and signed AXPOL Return-Claim Form. In case of return of samples without and signed AXPOL Return-Claim Form, AXPOL reserves the right to send the sample back to the Purchaser freight forward.

§ 3. Payment

1. Unless agreed otherwise, payment for the ordered goods shall be made in advance. Other payment conditions require separate agreement between AXPOL and the Purchaser.
2. In the event of outstanding payments AXPOL reserves the right to calculate interests on late payments.

3. If the Purchaser has outstanding financial obligations towards AXPOL, AXPOL reserves the right to renounce the execution of a confirmed order or to refuse to release the goods until the outstanding payment(s) is/are settled. Purchased goods remain in the possession of AXPOL until outstanding payment(s) for the goods is/are settled.

4. In the event of order cancellation by the Purchaser, the Purchaser is obligated to cover all costs carried by AXPOL in reference to execution of this order.

§ 4. Warranty and complaints

1. AXPOL ensures goods quality and provides a 12 months warranty for goods quality starting on the date of receipt/collection of goods.

2. On collecting/ reception of the goods the Purchaser is obliged to immediately check whether the goods delivered are in compliance with the confirmed order. Should any discrepancies occur in this respect, the Purchaser shall notify AXPOL about it in writing as soon as possible.

3. Possible discrepancies that appear only in a part of the delivery do not authorise the Purchaser to claim the whole ordered quantity.

4. In a case of damages appearing during transport, all damages must be confirmed in writing (damage survey protocol) by the delivery company. Otherwise no compensation claims are possible.

5. The Purchaser shall provide access to the claimed goods in order to confirm the claim.

6. Complaints shall be communicated to AXPOL in writing within 7 days of the day the goods were collected/received by the Purchaser. Complaints shall be dealt with within 14 days. Complaint should include filled and signed AXPOL Return-Claim Form, available on www.axpol.com.pl in DOWNLOAD section (available after login).

7. Complaints concerning the goods that were personalized by the Purchaser are excluded.

8. AXPOL shall not be liable for any damage resulting from improper use of the ordered goods or resulting from failing to collect the goods by the Purchaser.

9. The Purchaser must check the goods before passing/reselling to the third party. After the goods are sold/ passed to a third party, the responsibility for any quantity or quality defects shall be transferred to the Purchaser. It refers also to the goods passed/sold to personalization by the third party. Return or claims referred to the goods subjected to personalization shall not be accepted by AXPOL.

10. AXPOL is liable for order realization only towards the Purchaser. Any damages claimed by the third party shall not be dealt with.

11. Once the claim is accepted, AXPOL may repair, accept in return, or change the claimed goods, (unless otherwise agreed) within 7-30 days. The way of settling the claim is appointed by AXPOL.

12. The Purchaser loses the warranty rights if:

- a) claim is not submitted within 7 days of the day the goods were collected/ received by the Purchaser.
- b) The Purchaser is unable to prove that the claimed damage did not result from unloading or storage faults

13. Claiming damages does not relieve the Purchaser from the payment obligation towards AXPOL for the ordered goods.

14. Liability of AXPOL for defects of goods refers only to damages resulting from AXPOL activity. AXPOL is not liable for so called after-damages or lost benefits. Moreover, AXPOL liability is limited only to net price of claimed goods or service paid by the Purchaser. All further claiming are excluded.

15. Possible warranty claiming towards AXPOL is excluded.

16. AXPOL is not liable for the goods being useful to the aim expected by the Purchaser, if the Purchaser had not specified in writing all conditions referring to the ordered goods.

17. Claimed goods will be accepted only if accompanied with filled and signed AXPOL Return-Claim Form and provided that previously agreed in written (including e-mail) with AXPOL representative, with his clear agreement to receive the returned/claimed goods. In case of returning goods unaccompanied with filled and signed of the Return/Claim Form, or without above mentioned clear agreement of AXPOL representative, AXPOL reserves the right to send the goods back to the Purchaser freight forward.

§ 5. Purchase of personalized goods /imprint orders

1. Imprint orders shall be placed at AXPOL in writing or via B2B webshop only.

2. When placing an imprint order the Purchaser is obliged to provide 1:1 artwork in vector graphic format (.ai, .eps, .cdr), along with the preview and PANTONE U colours. Providing an artwork which does not meet AXPOL requirements may result in extra charges.
3. Imprint order confirmation and order execution starts when the Purchaser receives imprint visualization for approval.
4. Preliminary realization time is confirmed after the Purchaser approves imprint visualization. In the event that the Purchaser fails to approve the visualization, imprint order will not be realized.
5. Realization time is confirmed after the Purchaser approves sample print. Sample print is approved on basis 1 item, printed in accordance to the visualization.
6. An item with sample print for approval is provided to the Purchaser on the Purchaser's cost. Upon request, it is possible to approve sample print on basis photo of the sample print sent to the Purchaser per e-mail.
7. Realization time may change in case of force majeure and other incidents which cannot be foreseen or avoided and which appear after order confirmation and become an obstacle to performing the contractual obligations. AXPOL is obliged to immediately inform the Purchaser about occurred obstructions. Purchaser's claiming damages which are result of arising of this kind of situations are excluded.
8. AXPOL make every effort to assure that the quantity of the printed goods is not less than the quantity ordered. However, due to specific production process, slight part of the goods may be subjected to damage. Taking this into account, AXPOL is entitled to provide up to -3% of ordered goods. The Purchaser shall accept possible shortages and pay for the ordered amount. Should the Purchaser require that the quantity of the goods printed is exactly the same as the goods ordered, the Purchaser shall bear all the additional costs.
9. Depending on material of certain product and imprint technique applied, the Purchaser allows possible +/-1 difference in shade between the PANTONE U described in order and the actual colour printed. Additionally +/-3% difference in size of the imprinted artwork is allowed.
10. In case of re-ordering, each and every time the Purchaser is obliged to describe in writing required imprint size, PANTONE U colour and positioning.
11. AXPOL is not liable for the content printed according to the Purchaser's order. AXPOL shall not bear responsibility for any claims raised by the third party for violating its rights. The only part responsible for possible violating of the third party's rights is the Purchaser.
12. In the event of cancelling the imprint order by the Purchaser, the Purchaser is obliged to cover all costs carried by AXPOL in reference to execution of this order.
13. AXPOL Trading does not personalize the goods provided by the Purchaser and any packing services.
14. Products originally packed in individual polybags are not packed again after the printing service is completed. Customers who would like to have the products repacked after printing should calculate this additional service before and order it at the same time as printing. Without this additional repacking order the individual polybags will be thrown away by Axpol.

§ 6. Other terms and conditions

1. In issues not governed by the foregoing regulations, the provisions of the Polish Civil Code shall be applicable.
2. All disputes that may arise in connection with these Terms and Conditions shall be submitted for resolution to the Court having jurisdiction over AXPOL's registered office.
3. By placing an order at AXPOL the Purchaser shall approve of the Terms and Conditions.
4. Detailed information about possible changes in the "AXPOL Trading - Terms and Conditions of cooperation" will be published on website www.axpol.com.pl. If the Purchaser does not agree with proposed changes he/she may raise objections in written (decides post stamp date) or via e-mail info@axpol.com.pl within 14 days from the date of proposed changes published on www.axpol.com.pl website. Failing to raise objections in the way described above results in acceptance of the changes in "AXPOL Trading - Terms and Conditions of cooperation".

AXPOL Trading - B2B webshop Regulations

§ 1.

1. Online shop run by AXPOL Trading sp. z o.o., based in Zlotniki, Krzemowa 3, 62-002 Suchy Las, registered in the District Court in Poznan - Nowe Miasto and Wilda VIII Commercial Department registered at Chamber of Commerce under number 0001012841, REGON number 634235761, VAT PL7831414127 (hereinafter called AXPOL Trading)
2. Online shop (hereinafter called B2B webshop) is located at www.axpol.com.pl
3. B2B webshop sells products (hereinafter called Products) and printing service (hereinafter called Printing Service) that are included in AXPOL Trading offer at the website www.axpol.com.pl
4. These Regulations (hereinafter called Regulations) define the rules for entering into a sales agreement via B2B webshop.
5. B2B webshop sells exclusively to the entrepreneur.
6. Sales conducted by the B2B webshop is carried out under Regulations and based on "AXPOL Trading - Terms and Conditions of cooperation".

§ 2.

1. Placing an order via B2B webshop is possible only after registration at www.axpol.com.pl. Registration is possible after completing the registration form, sending it together with the documents mentioned in "AXPOL Trading - Terms and Conditions of cooperation" art. 1, part 2 and activating the account by AXPOL Trading. AXPOL Trading reserves the right to refuse activation and/or disable access to the B2B webshop account at www.axpol.com.pl.
2. B2B webshop accepts orders 24/7, every day of the year. Orders placed on Fridays, Saturdays, Sundays and holidays will be proceeded by order of placing on the first working day following the day on which the order is placed.
3. After placing an order, the Purchaser receives automatic e-mail confirming order placement. The verification process comes next. In case of inability to realize the entire order, AXPOL Trading informs the Purchaser about details and the Purchaser makes decision about changing or canceling the order.
4. If the order is accepted, the Purchaser receives an e-mail with order confirmation from AXPOL Trading.
5. If part of ordered Products are unavailable, the Purchaser is informed about the order status and decides about further realization processing (partial completion of the order, longer waiting time, cancelling the order)
6. AXPOL Trading reserves the right to refuse realizing the order on every implementation stage in case the Products are unavailable or because of other economical or logistic reasons. In particular it refers to cases in which, as a result of technical failure or mistake, price or product data incompatibility occurs.
7. The Purchaser is allowed to cancel the order according to "AXPOL Trading - Terms and Conditions of cooperation".

§3.

1. Prices presented in B2B webshop (English and German version) are EURO prices (EUR) excluding VAT. AXPOL Trading reserves the right to change prices without any previous notice to the Purchaser, subject to the fact that change of the price does not concern products which are under realization. Price for Product is binding in the moment of placing an order, excluding cases described in art.2, part 6.
2. Delivery costs are not included in products and services prices.
3. AXPOL Trading issues sales document - VAT invoice.
4. Form of payment depends on terms of payment agreed between the Purchaser and AXPOL Trading.

§ 4.

1. Delivery costs are covered by the Purchaser.
2. Products are delivered through courier company.
3. Standard delivery cost (of 1 parcel up to 1 kg to 1 place in EU) is automatically added to the order, and after verification by AXPOL Trading the actual delivery cost will be confirmed or adjusted in order confirmation.
4. In case of orders over 1000 EUR delivery cost is covered by AXPOL Trading.
5. Order realization date stated in order summary in B2B webshop is probable (but not binding) date of dispatch from AXPOL Trading.

§ 5.

1. AXPOL Trading reserves the right to:
 - a) change prices (including transport) and quantities of Products in B2B webshop
 - b) withdrawal of Products and Services from B2B webshop
 - c) introduce new Products and Services to B2B webshop
 - d) introduce and cancel various promotions and sales in B2B webshop

2. B2B webshop reserves the right to introduce changes in this Regulations. Changes are binding from the moment they are introduced at www.axpol.com.pl
3. Detailed information about possible changes in the "B2B webshop Regulations" will be published on website www.axpol.com.pl. If the Purchaser does not agree with proposed changes he/she may raise objections in written (decides post stamp date/ date of delivery to AXPOL Trading) or via e-mail info@axpol.com.pl within 14 days from the date of proposed changes published on www.axpol.com.pl website. Failing to raise objections in the way described above results in acceptance of the changes in "B2B webshop Regulations"

§ 6.

1. Placing an order constitutes Purchaser's agreement to "AXPOL Trading - B2B webshop Regulations" and "AXPOL Trading - Terms and Conditions of cooperation".
2. Both for AXPOL Trading and the Purchaser the "AXPOL Trading - B2B webshop Regulations" and "AXPOL Trading - Terms and Conditions of cooperation" are binding from the moment of order placement.
3. All disputes that may arise in connection with the B2B webshop shall be submitted for resolution to the Court having jurisdiction over AXPOL's registered office.
4. For sales agreement of Products and Service the Polish law shall be applicable. In issues not governed by the foregoing Regulations, the provisions of the Polish Civil Code and other web shop activity law shall be applicable.
5. Warranty and complaint claims are described in "AXPOL Trading - Terms and Conditions of cooperation".
6. In matters not covered by the foregoing Regulations, the provisions of the "AXPOL Trading - Terms and Conditions of cooperation" shall apply.
7. The foregoing Regulations is the only binding document depicting rules of B2B webshop. The foregoing Regulations are available to the clients in the headquarters of AXPOL Trading sp. z o.o., Krzemowa 3, Złotniki, 62-002 Suchy Las, Poland and on the website www.axpol.com.pl