

General Terms and Conditions of Sale

Definitions

1. **Website** – a website run by the Seller at the inicla.com address.
2. **Ordering Party** - a natural person, a legal person and an organizational unit which is not a legal person, which is granted legal capacity by a separate act, performing business activity on its own behalf.
3. **Seller** – Inicla Beata Wontor (hereinafter: Inicla) – Beata Wontor, conducting business activity under the name INICLA Beata Wontor entered into the Central Registration and Information on Business (CEIDG), NIP: 5471152203, REGON: 526463170, at the address: Bliska 1a lok. 2, 43-316 Bielsko-Biała.

§ 1

1. The following General Terms and Conditions of Sale and Delivery apply to all contracts for the purchase and sale and delivery of goods concluded by the Seller, including in particular those purchased through the inicla.com website. By placing an order for goods, the Ordering Party declares that he/she has read these General Terms of Conditions of Sale and Delivery and accepts all their provisions.
2. In the event that the provisions of the agreement concluded with the Ordering Party deviate from the provisions of these General Terms and Conditions, the provisions of the agreement shall prevail.

§ 2

1. The Ordering Party may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
2. Seller's contact details:
 - a. company address: 43-316 Bielsko-Biała, ul. Bliska 1A lok.2,
 - b. warehouse address (for shipping products and for returns and complaints): INICLA, 44-240 Żory, ul. Boczna 8
 - c. e-mail address: info@inicla.pl
 - d. phone number: +48 880 217 227

§ 3

1. Orders and inquiries are accepted in electronic form, via e-mail sent to the following e-mail address: info@inicla.com.
2. Acceptance of the order is each time confirmed by INICLA in the form of an e-mail to the sender's address. Lack of order confirmation means that INICLA has not accepted the order for processing.
3. Orders for printed labels are processed on the basis of files prepared by the Ordering Party and information provided by the Ordering Party.
4. Guidelines on how to prepare files for printing are available on the Website at: inicla.com.
5. INICLA does not verify files sent for printing.
6. In response to the order, INICLA may propose rules for the performance of the order other than those specified by the ordering party, in such a case if the Ordering Party does not submit a statement of resignation from the execution of the order within 3 working days, the order will be executed on the terms and conditions specified by INICLA.
7. When placing an order, you should take into account the tolerance of the label dimension, which is up to 0.5mm in each direction, and the tolerance of the accuracy of the label cut in relation to the design, which is also up to 0.5mm in each direction.

§ 4

1. The deadline for completing the order is specified each time in the order confirmation sent by INICLA.
2. The order completion date is not the same as the delivery or collection date of the order.
3. The deadline for receipt of goods or shipment is extended in the event of circumstances beyond INICLA's control, provided that INICLA notifies the Ordering Party of the occurrence of such circumstances.

§ 5

1. As a standard, the goods are packed in cartons.
2. A non-standard method of packaging should be specified in the order, and its costs are borne by the Ordering Party each time. The place of collection of the goods is the production plant located in Żory (postal code: 44-240) at ul. Boczna 8, unless otherwise indicated in the Order, or the Ordering Party has chosen the method of delivery of the goods.
3. Shipment of goods and their insurance for the duration of transport takes place only if it is specified in the order. The costs of transport and insurance shall be borne by the Ordering Party each time, unless the parties agree otherwise.
4. The risk of accidental loss of goods is transferred to the Ordering Party at the time of delivery of the goods to the Ordering Party, and in the case of shipment of the goods, delivery of the goods to a forwarder or carrier indicated by the Ordering Party.
5. INICLA shall not be liable for failure to meet the delivery deadline if it is due to circumstances attributable to the carrier.
6. As part of the Website, you can place an order to the Carriers indicated by the Seller, or others at the will of the Ordering Party.

§ 6

1. The fixed price of the order item does not include the cost of shipping, custom packaging and VAT.
2. In the event of late payment, we charge statutory interest.
3. If the Ordering Party is in arrears with the payment of the previous order or with the payment of the agreed advance/prepayment, INICLA reserves the right to suspend or interrupt the execution of the order until the arrears are settled.

§ 7

1. INICLA reserves the right to terminate or suspend the performance of Agreements whose performance would become impossible, very difficult or would entail the use of excessive resources, for reasons beyond INICLA's control, in particular due to circumstances constituting force majeure. This also applies to orders the execution of which would impede the normal course of supply, production or shipment (in particular in the event of fire, strike, lockout, epidemic, occupation of premises, partial or total cessation of operations following an administrative decision, import or export restrictions, regulatory or administrative changes, shortages of fuel or raw materials, failure of a third party to meet its obligations to INICLA and price increases by INICLA suppliers or any other cause beyond the control of INICLA).
2. In the event of a breach by the Ordering Party of the terms of the Agreements, in particular by delaying the payment of any receivables due to INICLA under the Agreements, INICLA may, in particular, at its option:

- a. suspend the performance of the Agreements, including in particular refuse to deliver the goods being the subject of the concluded Sales/Supply Agreements or other similar agreements
 - b. if the breach consists in a delay in payment of monetary liabilities: i) charge the Ordering Party the maximum interest for the delay, ii) immediately demand payment of all receivables owed by INICLA to the Ordering Party, including those not previously due.
 - c. If the breach is material, in particular a delay in payment for a period exceeding 7 days – terminate the agreement with immediate effect, in accordance with point 1 of the General Terms and Conditions of Sale below.
 - d. take advantage of any other legal remedies provided for by generally applicable laws.
3. If the Ordering Party fails to meet its obligations, INICLA has the right to unilaterally terminate the Agreement. INICLA may also apply this to any Agreements in progress, without prejudice to INICLA's other rights.

§ 8

1. Pursuant to Article 588 of the Civil Code, INICLA excludes the application of the warranty in relations with the Contracting Authorities who are entrepreneurs, thus the liability described below is exclusive, and in particular INICLA's liability for indirect damages, such as: consequential damages, lost profits, unrealized savings or production losses, is excluded.
2. INICLA provides a one-month warranty for the purchased goods. The warranty period starts from the date of delivery of the ordered goods to the Ordering Party.
3. A statement on the use of the quality guarantee should be submitted in writing to the following e-mail address: info@inicla.com within 3 days from the date of disclosure of the defect. The statement must be accompanied by photos of the defective goods and a description of the problem. At the request of INICLA, the Ordering Party will be obliged to send a sample or a whole batch of the complained goods.
4. The use of the quality guarantee may only apply to non-compliance of the delivered goods with the order, i.e. the quality of materials, the use of a material other than that specified in the order, the production technology other than that indicated in the order, failure to comply with other technical parameters strictly specified in the order, such as dimensions or the method of packaging.
5. The guarantee does not cover printing errors resulting from the delivery of inadequately prepared files by the customer.
6. In the event of shortages in the quantity of goods, the ordering party should immediately report the INICLA in electronic form to the e-mail address of info@inicla.com. Upon receipt of the application, it will be considered by INICLA within 3 days, of which the Ordering Party will be informed by e-mail.
7. In the case of a justified notification of missing copies of goods, INICLA will make up for the deficiencies within 3 days from the date of consideration of the notification within the meaning of § 8 section 6.
8. The guarantee does not apply to slight deviations of the print colour from the colour pattern approved by the Ordering Party. The same applies to the comparison of proofs with print runs. Any colour complaints will be considered on the basis of colour patterns accepted by the Ordering Party and released for printing.
9. In the case of printing on entrusted materials, INICLA is not responsible for the quality and usefulness of the material supplied.
10. The Ordering Party is obliged to carry out its own tests of the suitability of the ordered goods in terms of their usefulness in a specific application. This also applies to the method of application.
11. Since the use of the products is outside of INICLA's control, INICLA does not accept responsibility for any related damages.

12. In the event that a reasonable warranty statement is made regarding the quality (defects of the goods) during the warranty period, INICLA undertakes to remedy them at its option by repairing the goods delivered or delivering the goods free of defects in the same quantity. The deadline for removing defects is up to 7 working days from the date of notification.
13. INICLA's liability under the warranty specified in the above provisions is exclusive, i.e. the Ordering Party is not entitled to any other claims than those described in these provisions, in particular INICLA's liability under the warranty for defects is excluded.
14. The Consumer or the entrepreneur does not have the right to withdraw from the Distance Contract with respect to the Agreement, because the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to meet his individualized needs.

§ 9

1. The Ordering Party shall be liable if the rights of third parties have been infringed by the performance of its contract, unless the infringement is the result of a culpable act of INICLA.
2. INICLA's liability for lost profits is excluded. In any event, INICLA's liability is limited to the equivalent of the contract the non-performance or improper performance of which caused the damage.

§ 10

1. The administrator of the User's and the Ordering Party's personal data is the Seller, whose data are indicated above.
2. Personal data made available to the Seller as part of the sales and use agreements will be processed in accordance with generally applicable regulations (including: Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - hereinafter referred to as GDPR) - for the period of activities aimed at objectives for which they were collected.
3. The Seller processes the Ordering Party's personal data in order to:
 - a. Performance of contracts for the provision of electronic services, sales contracts or other agreements concluded on the terms set out in these Terms and Conditions – in particular in connection with the registration of an Account or placing orders. The basis for processing in such a case is the performance of the Agreement with the Ordering Party or taking steps at the request of the Ordering Party prior to concluding the Contract (Article 6(1)(b) of the GDPR).
 - b. Fulfilment of legal obligations incumbent on the Seller, in particular with regard to keeping appropriate accounting records (Article 6(1)(c) of the GDPR).
 - c. Promote your own goods or services, as well as create summaries, analyses and statistics, and pursue claims. The basis for processing in such a case is the legitimate interest of the Seller (Article 6(1)(f) of the GDPR).
4. The data may also be processed by the Controller to a broader extent, based on consent (Article 6(1)(a) of the GDPR). In such a case, the data subject has the right to withdraw consent at any time – without affecting the lawfulness of processing based on consent before its withdrawal. The data will be processed for the period resulting from the content of the consent (or until the date of withdrawal of consent, whichever comes first).
5. In any case, the disclosure of personal data by the Ordering Party is voluntary – with the proviso that some of the data are necessary for the Seller to perform the Sales Agreement concluded through the Store.
6. The Ordering Party's personal data may be made available to third parties only if the Seller is entitled or obliged to do so under the provisions of law. The recipients of the data may include, in

particular: persons operating infrastructure or IT systems, subcontractors, persons providing services related to the performance or improvement of the sales process (e.g. payment intermediaries, banks, advertising agencies, couriers or carriers), as well as advisors (e.g. in the field of accounting or legal services) and auditors.

7. Personal data will not be processed in a manner that constitutes profiling.
8. Personal data may be transferred by the Administrator of third countries (outside the European Economic Area). In such a case, the data will be secured in the manner required by generally applicable regulations, in particular through the use of the so-called standard contractual clauses (SCC).
9. The Ordering Party/User has the right to access, rectify, delete or limit the processing of their personal data, as well as the right to object to the processing, as well as the right to transfer data. The Ordering Party/User has the right to object, in particular if there is no basis for data processing or when the data is processed for the purposes of direct marketing.
10. In the event that the processing is carried out in violation of the law, the Ordering Party/User has the right to lodge a complaint with the supervisory authority – the President of the Office for Personal Data Protection.

§ 11

1. The place of supply and payment shall be the business address of INICLA.
2. INICLA has the right to amend the provisions of these Terms and Conditions for important reasons. In particular, the following are considered to be important causes:
 - a. change in the functionality of the Website,
 - b. change in the applicable law,
 - c. change the Seller's data or the Seller's business profile,
 - d. change the type or scope of services (goods or services) offered through the Website or the manner in which these services are provided.
3. The exclusive court with jurisdiction over all disputes arising between the parties is the District Court in Bielsko-Biała or the Regional Court in Bielsko-Biała (in accordance with the subject matter jurisdiction of these Courts).