General Conditions and Standards of LUVA.menu

1. <u>Finances:</u>

- a) Transport of goods batches over 2000.00 PLN net: at the supplier's expense, below 2000.00 PLN net: 15.00 PLN net regardless of the number of cartons
- b) Payment of the amount due is made when the order is placed.
- c) Additional security in the form of a promissory note, promissory note agreement or commercial contract may be required for large contracts.
- d) Conditions for orders above PLN 20,000 gross are agreed upon individually.

2. <u>Orders:</u>

- a) Orders should be placed in writing to the following email addresses: <u>katarzyna.fratczak@luva.menu</u> or <u>sylwia.portala@luva.menu</u>
- b) The prices in the catalogue are net.
- c) Delivery times are subject to negotiation on a case-by-case basis.
- d) The correct billing details and delivery address are required for the correct fulfilment of the order.
- e) Period of validity of the offers: 14 days.

3. <u>Materials:</u>

Natural leathers used in leather goods are characterised by traces of small, localised scratches, discolourations, pigment spots, differences in colour and texture, keratosis of the grain, yokes and other individual marks that emphasise the uniqueness and originality of the leather product. These characteristics are considered to be proof of the authenticity and nobility of the leather from which the product is made. **The above-mentioned characteristics are not subject to complaint.**

5. Sizes of the products:

Due to the fact that the products offered by LUVA are handmade, there may be slight variations in size. **This does not constitute a reason for complaint.**

6. <u>Other:</u>

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.

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, in accordance with 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, reproduction and use in part or in whole for purposes other than order fulfilment is only possible with the author's consent.

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