

Terms and Conditions

Terms of delivery and payment LMG Spółka z ograniczoną odpowiedzialnością Sp.k. in Grudziądz 86-300, ul. Waryńskiego 32-26

I. Scope

1. LMG spółka z ograniczoną odpowiedzialnością sp.k. (hereinafter referred to as LMG) supplies products on the following terms of sale, delivery and payment.
2. Oral and telephone promises made by our sales representatives require confirmation in written or documentary form, i.e. via e-mail.
3. The buyer's individual terms and conditions only apply if LMG expressly agrees to them in writing.
4. In each offer, order confirmation, delivery and invoice, LMG refers to the General Commercial Terms and Conditions, the current version of which is always available on the website www.lemigo.pl

II. Shipping and transfer of risk

1. Deliveries within the country and outside Poland are carried out by forwarding freight and at the buyer's risk, according to the conditions specified in Inco Terms.
2. The recipient has the right to verify the ordered goods and report any product inaccuracies, including any quantitative differences, within 7 days from the date of their receipt in the warehouse. After the specified deadline, any complaints will not be considered or accepted. In the case of deliveries ordered by courier companies, the condition for reporting is complaint is to submit a non-compliance report signed by the courier.

III. Order processing

1. Delivery times are tacitly extended by the time the obstacle occurs if the obstacle results from circumstances for which LMG is not responsible, in particular as a result of a strike, legal acts, force majeure or other circumstances that we cannot avoid. This applies in particular to postponements of delivery dates resulting from any type of production disruptions, as well as transport or country-specific complications.
2. In the event of a delivery delay due to our fault, a grace period of at least 6 weeks must be allowed. If the deadline expires without effect, both the buyer and LMG may withdraw from the contract. Claims for damages or reductions due to delay against LMG are excluded, unless the delay is due to gross negligence or willful breach of contract by LMG.
3. Deliveries do not include laboratory tests related to the order.
4. If the order is canceled without LMG's fault, we reserve the right to charge the costs incurred so far.
5. In the case of custom private labels and/or EXW transactions, LMG tacitly assumes that the buyer is the holder of the rights to the supplied work of art or brand and that it is free from conflicting third party rights. In case of violations, the buyer assumes full compensation for damages.
6. LMG reserves the right for private label stores to sell a small portion of the goods in factory stores for testing purposes. This also applies to overproduction. We also reserve the right to sell Class B samples and goods.
7. For OEM orders, quantity differences between 3 and 5% are allowed.

IV. Payment processing, reservation of ownership

1. The goods delivered by LMG remain the property of LMG until full payment of all claims, including interest and costs.

In the case of OEM and/or Inco Terms transactions, LMG reserves the right to sell the goods to third parties to limit damages. In such a case, the Client grants LMG the right to the work of art or

brand, which is automatically transferred to LMG. Any losses arising from sales to third parties and 50% of the originally confirmed order value are payable immediately as compensation.

2. The Buyer has no right to pledge the goods or transfer them to third parties as security.

3. Until further notice, the buyer has the right to resell the goods owned by LMG as part of its normal business activities. He is obliged to reserve ownership of the goods to his buyer. The buyer assigns all claims arising from the resale to LMG in advance. If the buyer properly fulfills his payment obligations towards LMG, he is entitled to pursue a claim against his customer. This collection authorization is freely revocable by LMG at any time.

4. If the payment deadline is exceeded, the buyer will receive a request for payment. LMG reserves the right to charge statutory commercial interest. If payment is not made within the grace period after payment notice, the claim will be forwarded to a debt collection agency for collection without further letters to the buyer. The resulting costs will be charged in full.

V. Payment rules

1. LMG issues invoices on the day of shipment or receipt of the goods.

2. Payment terms are governed by the issued sales document.

VI. Final arrangement

1. In relation to any disputes that may arise directly or indirectly from these regulations, the local jurisdiction and competence of the Polish court competent for the registered office of LMG shall be determined.