

General Terms and Conditions of Sale and Delivery



For DAFA Polska Sp. z o.o.
Effective from 1st of January 2026

1. Scope and Applicability

1.1 These Terms and Conditions of Sale and Delivery ("Terms") apply to all sales and deliveries from DAFA Polska Sp. z o.o. unless otherwise agreed in document or in written form.
1.2 Any deviating terms, including those in buyer's purchase orders or general terms, shall only apply if explicitly accepted by DAFA Polska Sp. z o.o. in document or in written form.

2. Conclusion of Agreement

2.1 A contract is only concluded upon confirmation by DAFA Polska Sp. z o.o. in document or written form. In case of discrepancies, DAFA Polska Sp. z o.o.'s order confirmation prevails.
2.2 DAFA Polska Sp. z o.o. retains ownership of all intellectual property in products, drawings, and specifications. Buyer receives only a non-exclusive right of use and may not reproduce or share protected materials.

3. Handling Charges

3.1 Orders below PLN 5,000 (excl. VAT) will be subject to a handling fee.
3.2 Open consignments will not be delivered.
3.3 DAFA Polska Sp. z o.o. reserves the right to charge additional fees including, but not limited to:
• Rush order fee for expedited processing,
• Order change fee for modifications requested after order confirmation,
• Cancellation fee for orders cancelled after confirmation,
• Postponement fee for buyer-requested delayed delivery,
• Documentation fee for requests for additional or customized documentation.

4. Payment Terms and Retention of Title

4.1 Unless otherwise agreed, payment is due as specified on the invoice.
4.2 Late payments are subject to 1.5% interest per month or part thereof, unless this would be higher than the maximum interest for the delay (in which case the maximum interest for the delay shall be due).
4.3 Buyer is not entitled to set-off against the purchase price claims arising from any other legal relationships or withhold payment due to complaints or counterclaims regarding the specific delivery.
4.4 DAFA Polska Sp. z o.o. may withhold deliveries in case of delayed payment.
4.5 Title to delivered goods remains with DAFA Polska Sp. z o.o. until full payment including interest and costs has been received.

5. Delivery Terms

5.1 Delivery is Ex Works (Incoterms 2020), Natolin, Poland, unless otherwise agreed in writing in each specific case.
5.2 Delivery times are indicative unless a fixed delivery date is expressly confirmed in document or in written form.
5.3 In case of a confirmed fixed delivery time, DAFA Polska Sp. z o.o. may extend it by 10 working days. If this extended period is exceeded, the buyer may terminate the affected (delayed) part of the agreement. If the buyer chooses to terminate the affected (delayed) part of the agreement, the buyer will only be entitled to a refund of the remuneration already paid in respect of the delayed part of the delivery, but not of the remuneration for other deliveries. The buyer cannot assert any other remedies for the delay/termination and is not entitled to claim compensation and/or damage of any kind.
5.4 For customer-specific products, delivery quantity may deviate by up to $\pm 10\%$.

6. Prices

6.1 Prices specified on the order confirmation are exclusive of VAT and any applicable public charges which will be added to the price upon invoicing. The applicable price is the one valid at the time of delivery.
6.2 DAFA Polska Sp. z o.o. may adjust prices without notice due to extraordinary increases in raw materials or labor costs.

7. Returns

7.1 Returns require prior written agreement and are subject to a 20% restocking fee. Goods with a value below PLN 5,000 or goods with limited shelf life cannot be returned.
7.2 Returned goods must be in original, undamaged packaging and saleable condition. Buyer bears all costs and risk of return.

8. Inspection and Defects

8.1 Buyer must inspect goods upon receipt and notify DAFA Polska Sp. z o.o. of any defects within one week. Claims submitted later than one (1) year after delivery are forfeited and will be rejected.
8.2 Customers must follow storage, processing and/or application requirements according to TDS.
8.3 Claims for non-conformity of goods are governed by the statutory warranty for defects (Articles 556 et seq. of the Polish Civil Code), unless otherwise limited or excluded herein.
If goods are proven defective by the buyer at the time of delivery and the claim is timely, DAFA Polska Sp. z o.o. will, at its discretion, repair or replace the goods within a reasonable period of time. The buyer cannot assert any other remedies for defects than repair/replacement. The buyer is accordingly not entitled to claim compensation and/or damage of any kind. Any separate guarantee applies only if it has been expressly granted in writing by DAFA Polska Sp. z o.o. As part of its commercial and product liability insurance, DAFA Polska Sp. z o.o. has taken out additional insurance called "Ingredient and component cover". The "Ingredient and component cover" may benefit the Buyer if DAFA Polska Sp. z o.o.'s products/services have been incorporated into or added to another product, including buildings ("End Product"), and DAFA Polska Sp. z o.o. is liable for the repair or replacement of DAFA Polska Sp. z o.o.'s defective product/service and such repair/replacement requires interference in the End Product. DAFA Polska Sp. z o.o. is only liable insofar and to the extent a claim is fully covered by the "Ingredient and component cover". DAFA Polska Sp. z o.o. is in no case liable for indirect loss, including loss of profit, operating loss, costs for lawyers and other advisers, recall of products, troubleshooting, studies, analyses or transport of the defective product/service and/or the End Product or other financial consequential loss. DAFA Polska Sp. z o.o.'s liability in damages vis-à-vis the buyer for defects in the delivered products/services may not exceed PLN 1 million per calendar year.
8.4 DAFA Polska Sp. z o.o.'s liability is limited to the invoice value of the defective goods. Indirect losses of any kind and/or consequential damages are excluded.
8.5 The above limitations do not apply in cases of intent or gross negligence.

9. Product Liability

9.1 DAFA Polska Sp. z o.o. is liable for product liability claims under Polish law.
9.2 DAFA Polska Sp. z o.o. is not liable for indirect losses, including lost profits, operating losses, or consequential damages.
9.3 Claims from the buyer for damages resulting from product liability which are not excluded pursuant to clause 9.1 and/or clause 9.2, can never exceed the coverage provided by DAFA Polska Sp. z o.o. product liability insurance in effect at any given time.

10. Insurance

10.1 DAFA Polska Sp. z o.o. maintains commercial and product liability insurance, including ingredient and component cover.

11. Governing Law and Disputes

11.1 The Terms are governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
11.2 All disputes arising out of or in connection with these Terms shall be settled exclusively by the competent common court competent for the seat of DAFA Polska Sp. z o.o., and arbitration shall not apply.

12. Force Majeure

12.1 DAFA Polska Sp. z o.o. is not liable for failure to perform due to events beyond its reasonable control, including war, natural disasters, strikes, epidemics, or supplier delays. In such cases, DAFA Polska Sp. z o.o. may postpone delivery or cancel the agreement.