

General terms of cooperation with OZGraf (GTC)

By placing an order, the ordering party confirms that he has read the OZGraf standards and file preparation instructions available on the website: <https://www.ozgraf.com.pl/standardy/>

It also accepts without reservation the general conditions of cooperation with OZGraf contained below:

1. Book production (printing, binding and dispatch) will be carried out in accordance with a jointly agreed schedule based on the accepted price offer after receiving the appropriate order signed by the person authorized to place orders on behalf of the client.
2. The price of materials calculated into the product price includes the level of material purchase prices as at the date of conclusion of the Agreement.
3. OZGraf reserves the right to change the price if, at the stage of the performance of the Agreement:
 - the book circulation will change,
 - the technical parameters of the book will change,
 - the purchase price of the materials used to manufacture the book will be higher than the one accepted for the calculation on the date of conclusion of the Agreement.
4. The deadline may change if the Publisher fails to transfer the files or does not accept the files within the deadlines specified in the order, as well as for other reasons indicated in the order.
5. Changes in terms of the timetable for reasons attributable to the Publisher will result in changes in the date of completion of production and delivery.
6. Force majeure and other circumstances for which OZGraf is not responsible (e.g. lack of energy, water) may result in change to the date of delivery. OZGraf will make every effort to maintain the agreed deadline despite the above circumstances.
7. The publisher agrees to accept as a full order, differing from the ordered amounts In plus or In minus by 5%.
8. In the event of a decrease in the quantity ordered by the Publisher, the cost of the remaining raw material ordered by OZGraf will be added to the value of the VAT invoice and the Publisher shall pay the agreed sum of money increased by the value of the remaining raw material.
9. OZGraf is entitled to refrain from starting or terminating the production of the subject of the Agreement or part thereof in the event that the Publisher delays payment of any amounts due OZGraf, also resulting from other contracts previously concluded by the Parties. In such a case, the Publisher is obliged to provide security for the payment of all OZGraf receivables, including remuneration arising from this Agreement, within 14 days. If the Publisher fails to provide adequate security, OZGraf is entitled to withdraw from the contract within 60 days from the expiry of the deadline for providing security.
10. OZGraf may refrain from issuing the subject of the Agreement or part thereof in the event that the Publisher is delaying the payment of any amounts due to OZGraf, also resulting from other contracts previously concluded by the Parties. In such a case, the Publisher is obliged to provide security for the payment of all OZGraf receivables, including remuneration arising from this contract, within 14 days. If the Publisher fails to provide adequate security, OZGraf is entitled to withdraw from the contract within 60 days from the expiry of the deadline for providing security.
11. In the event of a delay in payment of the amount due resulting from VAT invoices issued by Ozgraf, the Publisher shall be obliged to pay the maximum interest to OZGraf, referred to in art. 359 § 21 of the Polish Civil Code.
12. The publisher is required to examine the quantity within 7 days and the quality of the subject of the Agreement within 60 days of receipt. After this date, it is considered that the Publisher has accepted the subject of the Agreement, without any comments or reservations.

13. The publisher loses the warranty rights if he fails to notify OZGraf about the defects of the subject of the Agreement within 60 days of its receipt. After the above deadline, the subject of the Agreement is not subject to complaint.

14. OZGraf's liability for improper performance of the contract (including under the warranty and general liability for damages) is limited to the value of OZGraf's remuneration under the Agreement.

15. The exclusion of liability under the warranty will be ineffective if the OZGraf willfully concealed the defect from the Publisher.

16. In addition to the right to withdraw from the Agreement arising from the content of this GTC and the content of the Agreement, the OZGraf has the right to withdraw from the Agreement if:

a) The Publisher delays transfer of files to OZGraf or acceptance for printing for more than 7 days,

b) the Publisher delays the receipt of the subject of the Agreement for more than 7 days,

c) The Publisher is late with paying the remuneration for more than 7 days.

A statement of withdrawal from the contract for the above reasons may be submitted to the Publisher within 60 days from the date of the circumstances justifying the withdrawal.

17. The subject of the Agreement after its completion may be stored free of charge on OZGraf premises for up to 48 hours.

18. The Parties undertake to provide the book with a high editorial level, each in its field of activity.

19. All disputes arising from the Agreement will be settled by the court competent for OZGraf.

20. Agreements concluded with OZGraf are subject to Polish law.