

General terms of sale of products and provision of services

Information translation of the linked Polish document. In case of discrepancies, the Polish original prevails. This translation does not change its content or date of issue.

Polish original

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IMPORTANT - PROFESSIONAL B2B DEALINGS ONLY. These terms do not apply to consumers or individual entrepreneurs where the agreement is not professional in nature for them. Separate sales terms are required for those persons. This document must be made available before contracting in a format that can be saved and reproduced.

§ 1. General provisions and scope

1. These General Terms of Sale of Products and Provision of Services ('Terms') govern contracting and performance by Backoffice Outsourcing Sp. z o.o., registered in Warsaw at Al. Stanów Zjednoczonych 72/12, 04-036 Warszawa, KRS 0000470010, NIP 1132867570, REGON 146791818 ('Contractor').
2. They cover all paid Products and Services regardless of ordering channel, including correspondence handling, printing and finishing, mailing preparation, digitisation and document processing, data handling, administration and back office, access to electronic systems, sale of materials/products, additional services and intermediation in third-party services.
3. They apply only to agreements connected with the Customer's business/professional activity and professional in nature for that Customer. Consumers and individuals entitled to statutory consumer rights in the agreement are excluded.
4. Special terms for a service, product, postal operator, carrier, IT system or campaign become part of the Agreement if supplied before contracting. In a conflict, precedence is: individual agreement; accepted Order or Offer; specification/SLA; special terms; Price List; these Terms.
5. These Terms are not an offer under the Civil Code. Website, catalogue and commercial information invites contracting unless expressly designated an offer.

§ 2. Definitions

1. 'Customer': an entrepreneur, legal entity, organisational unit or other person contracting in professional B2B dealings, excluding § 1(3).
2. 'Agreement': the parties' arrangement including these Terms and, as applicable, Order, Offer, specification, Price List, SLA, individual agreement and special terms.
3. 'Order': the Customer's declaration seeking a Product or Service, particularly by email, web form, e-COK or another Contractor system, or by telephone if subsequently confirmed electronically.
4. 'Product': an item, material, printout, envelope, package, medium, personalised component or other goods offered or produced by the Contractor.
5. 'Service': any Contractor performance other than a Product sale, including one-off, recurring, subscription, electronic, administrative, technical, production or logistics services, or services involving subcontractors.
6. 'Working Days': Monday-Friday excluding public holidays in Poland.
7. 'Price List': the current prices, fees, rates and billing rules supplied to the Customer or made available at a specified electronic address before contracting.

8. 'Website': the Contractor's website and related forms, portals and systems, including the electronic Customer Service Centre (e-COK) if provided.

§ 3. Availability of Terms and conclusion of the Agreement

1. The Contractor supplies these Terms before contracting, particularly as a PDF, attachment, active download link or Website document. The Customer should save the version applicable on the Order date.
2. The Agreement is concluded at the earliest of: express Order acceptance by the Contractor; performance confirmation; signature of an individual agreement; commencement on the Customer's express instructions; or Customer payment. Automatic acknowledgement of receipt is not acceptance unless its wording says otherwise.
3. Acceptance/performance may depend on additional data, approval of specifications, prepayment, a credit limit or confirmation of the representative's authority.
4. Anyone using the Customer's business email, account or customary communications channel is deemed authorised to place Orders and make operational arrangements unless the Contractor knew authority was absent. The Customer must promptly report revocation.
5. Changing or cancelling an accepted Order requires consent. The Customer covers reasonable costs of work, materials, reserved production capacity, subcontractor orders and fees incurred until the change/cancellation is accepted.

§ 4. Scope and performance

1. Scope, parameters, quantities, dates, location and results follow the Agreement, accepted Order, Offer or specification. Without detailed arrangements, performance follows its nature, the professional business context and due care.
2. Performance periods start when all commencement conditions are jointly fulfilled, including complete data/materials, design/sample approval and required prepayment.
3. The Contractor may perform in parts and use subcontractors, postal operators, carriers, system suppliers, data centres, printers and other partners, retaining liability required by mandatory law and the Agreement.
4. Normal technical parameters and tolerances for production, printing, cutting, packing, data transmission or operator services are not defects if within the specification, industry standard or approved sample.
5. Relevant operator terms also apply to postal/courier/transport services. The Contractor may act as intermediary or commission the operator; operator liability and complaints follow applicable law and operator terms.

§ 5. Electronic services

1. Website/system services may include information/documents, placing and handling Orders, account/e-COK access, reporting, file exchange, communication, complaints and access to electronic Service results.
2. Requirements: an internet-connected device, current browser supporting standard web technologies and TLS, active email, PDF reading capability and, if required, an active account and specified software.
3. Illegal content, infringement of third-party rights, malware and system-disrupting content are prohibited. The Contractor may block such content, accounts or Orders and notify authorities where required.
4. IT systems involve typical risks including phishing, stolen credentials, malware and loss of confidentiality. The Customer uses current safeguards, protects passwords and reports incidents promptly.
5. The Contractor may maintain systems and remedy failures. Significant planned outages will be announced in advance where possible. Electronic services may end by logging out, closing the account under the Agreement or terminating the Agreement.

§ 6. Customer obligations

1. Supply complete, correct, lawful data, files, designs, addresses, markings, instructions and necessary materials on time. Unless agreed otherwise, the Contractor need not substantively verify truth, completeness or lawfulness.
2. Hold all rights, licences, consents and legal grounds for supplied content/data, including personal data, trademarks, copyright material and address databases; provide evidence on request.
3. Approve and accept within the Contractor's deadlines. Failure to respond after a proper request may extend performance by the Customer's delay and necessary rescheduling time.
4. Ensure safe packing, correct labelling and legal compliance of items handed over. Prohibited, dangerous, perishable or specially licensed items require the Contractor's prior written consent.
5. Promptly update registration, billing, address and contact details, including correspondence email. Consequences of failure fall on the Customer as legally permitted.

§ 7. Designs, approval, delivery and acceptance

1. Approval of a design, sample, proof, specification or production file authorises the stated parameters and production. Subsequent changes are at the Customer's expense.
2. For customised Products, reasonable production overrun/shortfall may be applied within Offer, specification or industry tolerances. Billing follows actual quantity if agreed.
3. When Products are dispatched by a professional carrier, benefits, burdens and risk of accidental loss/damage pass to the Customer on handover to the carrier unless agreed otherwise.
4. Inspect Products/Service results promptly after delivery. Record shortages, transport damage and other visible defects in the carrier's report where available and notify under § 13.
5. Unjustified failure to accept permits storage at the Customer's cost/risk, reasonable redelivery charges or, after an additional deadline, withdrawal from the unperformed part.

§ 8. Prices and additional costs

1. Prices are net plus VAT at the applicable rate unless expressly gross. Currency and settlement follow the Agreement, Order, Offer or Price List.
2. Where pricing depends on volume, weight, format, labour time, operations, items, pages, data, material consumption or third-party services, billing uses the Contractor's/operator's performance records.
3. Postal, courier, carriage, customs, licence, material and other third-party Order costs fall on the Customer unless expressly included. They may be re-invoiced or included in remuneration under tax rules.
4. Estimates based on incomplete/incorrect data may be corrected when actual scope emerges. Material increases are communicated before work beyond accepted scope, unless immediate action is needed to protect Customer property/data.
5. Storage, additional tests, post-approval changes, redelivery, non-standard handling, urgency and other extras are payable if due to Customer instructions/circumstances and consistent with the Price List or reasonable Contractor costs.

§ 9. Invoices and electronic documents

1. Invoices and settlement documents follow applicable law, including KSeF where required/permitted. Availability in KSeF has the effects defined by tax law.
2. Invoices not available exclusively through KSeF may be emailed to the designated address or provided in a system. A visualisation or additional email notice may be informational.

3. Notes, lists, reports, records, confirmations, attachments, reminders, demands, warnings, interest/cost calculations and other contractual documents may be prepared and sent electronically in a readable format preserving integrity.

4. The Customer ensures receipt, regularly checks spam folders/systems and maintains legally required KSeF access. Failure to read a properly supplied document does not alter payment deadlines or legal effects.

§ 10. Electronic correspondence and contractual email

1. The Customer designates at least one contractual email in the Agreement, Order, form, e-COK account or separate message. An ordering/negotiation address also qualifies if the Contractor confirms it as a contact address.

2. All contractual declarations, notices and documents may be sent there, including Order confirmations, invoices/KSeF information, complaints, terminations in documentary form, Price List/Terms changes, suspension notices, reminders, interest notes, payment demands and warnings of reporting to an economic information bureau.

3. In particular, payment demands to non-consumers may be sent electronically to the contractual address, including warnings of intended reporting to a bureau.

4. An electronic message takes effect when entered into electronic communications so that the Customer could read it, unless mandatory law provides otherwise. Absence of an automatic non-delivery notice evidences sending but permits contrary evidence.

5. An address change binds the Contractor upon acknowledgement of receipt. Until then the old address may be used. Verification of changes may be required to prevent abuse.

§ 11. Payments, delay and recovery costs

1. Payment method/deadline follow the Agreement, Order, Offer, Price List or invoice; otherwise 7 days after invoice/demand delivery. Payment occurs on credit to the Contractor's bank account.

2. State invoice number or other claim identifier in the payment reference. Allocation may follow Customer instructions and the Civil Code, first to related ancillary amounts and then principal.

3. Delay in a commercial transaction gives entitlement without further demand to statutory commercial late-payment interest; otherwise statutory late interest, unless a valid higher rate within the maximum is agreed.

4. From entitlement to commercial late interest, recovery-cost compensation of EUR 40, 70 or 100, depending on the monetary obligation's value, is due without demand under statutory rules.

5. Reasonable actual recovery costs exceeding that compensation may also be claimed, including collection, legal, court, enforcement, information and delivery costs as permitted by law. Accepted Price List charges for extra acts count towards reimbursable costs to avoid double charging.

6. A complaint does not suspend the undisputed payment. Customer set-off is permitted for claims undisputed, acknowledged or finally adjudicated, subject to mandatory law.

7. After notice of delay, the Contractor may suspend Orders, accounts or recurring services, require prepayment/security and reject further Orders. Dates move accordingly; reasonable safeguarding/resumption costs are payable if included in the accepted Price List.

8. Proportionately to risk, justified solvency doubts permit requiring arrears payment, prepayment or security before the next stage, even before an existing deadline.

§ 12. Economic information bureaus, including KRD

1. Information on Customer obligations may be reported to a selected economic information bureau, including Krajowy Rejestr Długów Biuro Informacji Gospodarczej S.A. (KRD BIG S.A.), only after all current statutory conditions are met.

2. For non-consumers, reporting without an enforceable title may in particular occur where total due obligations reach PLN 500, are at least 30 days overdue and at least one month has passed since a proper warning demand was sent.
3. Warnings may be emailed under § 10. The demand identifies the intended bureau and its registered address and explains the right to object.
4. The Customer may object, particularly disputing existence/amount or asserting limitation. Reasons and verification documents should be supplied; absent documents do not remove the right to object.
5. Claims may also be pursued amicably, through external collectors, courts/enforcement or assignment, complying with information duties and data protection.

§ 13. Complaints and defects

1. Send complaints to bok@backofficeoutsourcing.de with Customer details, Order/invoice number, objections, discovery date, requested remedy and available evidence. Accounting documents: e@faktury.waw.pl.
2. Notify visible defects, shortages and transport damage promptly, no later than 5 Working Days after receipt; hidden defects within 5 Working Days after discovery. Missing a deadline does not exclude rights if earlier notification was impossible or mandatory law says otherwise.
3. Complete complaints are normally handled within 14 days; matters involving an operator, carrier, manufacturer or supplier follow the applicable statutory/third-party deadline. More data, a sample or Product return may be requested.
4. Statutory warranty for Product defects is excluded under Civil Code Article 558 § 1 in relationships covered here. This is ineffective for fraudulent concealment and does not limit express guarantees or improper Service performance liability.
5. For a justified complaint, the Contractor chooses, according to performance type, to repeat the Service, rectify, replace, supply shortages or reduce remuneration. Withdrawal follows law or Agreement.
6. Postal/carrier complaints follow operator terms and law. The Customer promptly supplies evidence and authority. The Contractor may assist or claim on the Customer's behalf if agreed.

§ 14. Liability

1. The Contractor is liable for actual, normal, direct damage from non-/improper performance attributable to it, excluding lost profits, indirect damage, reputational loss and third-party claims arising from Customer content/data unless mandatory law says otherwise.
2. Total liability per event or related series is limited to net remuneration due for the damaging part of the Order; for recurring Services, net remuneration paid for the preceding 3 months.
3. Limits do not apply to intentional damage, liability that mandatory law prohibits excluding/limiting, or confidentiality obligations expressly regulated differently in the Agreement.
4. No liability for delays/damage from incomplete/incorrect Customer data, late approvals, Customer failures, operator/carrier actions outside Contractor liability, authority decisions, customs checks, force majeure or express Customer instructions after risk warning.
5. The Customer compensates damage caused by unlawful content/data, missing rights/consents, prohibited items or culpable third-party claims, under legal liability rules.

§ 15. Intellectual property

1. Pre-existing or independently developed materials, tools, methods, templates, software, know-how and components remain the Contractor's/licensors'.
2. Transfer of economic copyrights or a licence for bespoke results occurs only within the express scope, fields of exploitation and remuneration in the Agreement. Otherwise the Customer receives a non-exclusive, non-transferable licence for internal use of paid results consistent with the Agreement's purpose.

3. Before full payment, use is limited to verification unless otherwise consented. Working, source and production files/tools are not supplied unless ordered.
4. During performance the Customer grants non-exclusive authority to use supplied materials as necessary, including recording, copying, technical modification and sharing with subcontractors.

§ 16. Confidentiality and data

1. Each party keeps the other's non-public technical, commercial, organisational, financial and legal information confidential and uses it only for the Agreement.
2. Disclosure is allowed to staff, associates, advisers, subcontractors, operators and suppliers needing it for performance and bound by confidentiality, and legally authorised authorities.
3. Excluded are information public without breach, already lawfully held, lawfully obtained from third parties or independently developed. The duty lasts through the Agreement and 5 years afterwards; trade secrets remain protected while secret.
4. Personal data follows applicable law and the Contractor's privacy information. Processing on the Customer's behalf requires a separate data-processing agreement.
5. Performance records may be retained as necessary for settlement, defence of claims and legal duties, then deleted/anonymised under procedures.

§ 17. Force majeure

1. No liability for non-performance/delay from events beyond reasonable control, unforeseeable or unavoidable with due care, including major infrastructure failure, cyberattack, epidemic, war, unrest, external strike, official decision, natural disaster or key operator disruption.
2. The affected party informs the other without undue delay where possible and reasonably mitigates effects. Deadlines extend by the obstacle and restart period.
3. If it lasts over 30 days and materially prevents the unperformed part, either party may terminate that part in documentary form without damages; the Customer pays for performance and reasonable prior costs.

§ 18. Duration, suspension and termination

1. Duration follows the Order/individual agreement. One-off Agreements end on performance and settlement. Indefinite Agreements may be terminated on one month's notice to month-end unless agreed otherwise.
2. Suspension is permitted under these Terms when needed for security, legal compliance, data protection, harm prevention or late payment. Where possible, prior notice to remedy will be given.
3. Either party may terminate immediately for serious breach not remedied within an additional deadline of at least 7 days, unless irremediable or continued performance risks significant harm or illegality.
4. Termination preserves accrued claims. The Customer pays for delivered services, started work, purchased/irrevocably ordered materials and third-party services, and safe closure/handover costs.
5. On termination, the Customer collects property, data and results by the agreed date, no later than 14 days after request. Thereafter reasonable storage charges may apply, followed by lawful disposal/retention-policy handling.

§ 19. Changes to Price List and Terms

1. Changes may reflect materials, labour, energy, taxes, exchange rates, operator/carrier fees, law, Service parameters or Order scope. New Orders use the Price List supplied before acceptance.
2. For ongoing relationships, electronic notice is given at least 14 days before effect, stating the date and supplying saveable/reproducible text.

3. Material changes to Customer rights/duties permit termination by the day before effect, effective that day, except changes solely required by mandatory law, reducing prices, extending rights or correcting obvious errors without disadvantage.
4. Existing one-off Orders retain the Terms/Price List at contracting unless otherwise agreed.

§ 20. Final provisions

1. Polish law applies. Parties first seek amicable resolution, without limiting interim protection or interruption of limitation periods.
2. Courts competent for the Contractor's registered office hear disputes unless mandatory law says otherwise.
3. Declarations may be in documentary form, including email, unless the Agreement/law requires another form. This does not change special bureau-warning rules in §§ 10 and 12.
4. Invalidity/ineffectiveness of part does not affect the rest. Statutory rules and interpretation closest to the parties' lawful economic intention replace invalid provisions.
5. Current Terms are available on the Website; archives may be kept/shared. They take effect on publication for new Agreements, and ongoing relationships after effective provision under § 19 and law.
6. The Terms were drawn up in Polish. Polish prevails over translations unless an individual agreement expressly provides otherwise.

CUSTOMER INFORMATION: Download/save these Terms before ordering. Service questions, complaints and correspondence: bok@backofficeoutsourcing.de; accounting documents: e@faktury.waw.pl.