



GENERAL TERMS AND CONDITIONS

1 September 2022.

Jiffy Packaging Ltd. (hereinafter referred to as „Seller” or „Supplier”) provides the client (hereinafter referred to as „Customer”) with its services with clear terms and conditions by means of these General Terms and Conditions (hereinafter referred to as „GTC”). The present GTC shall define the procedures for the acceptance and fulfilment of orders, as well as the rights and obligations of the Seller and the Customer (hereinafter referred to as the Seller and the Customer collectively as the Parties).

This GTC apply to all offers or sales transactions where the Seller as seller enters a specific supply contract and where the GTC have been made available to the Customer (by publication on the website or by sending or forwarding them to the Customer). The GTC are binding on the legal relationship between the Parties even without a separate signature.

By sending an order, by accepting an offer sent by the Seller, by signing a case-by-case order or a framework contract, or by taking delivery of the Seller's products or Products, the Customer acknowledges that they have read and accepted these GTC and that its provisions shall apply to the order in the absence of any other written agreement, and hereby waives any conditions of purchase on the part of the Customer other than those set out in these GTC. All provisions contained in these GTC shall be deemed to be material.

1. Details of the Seller

Company name: Jiffy Packaging Ltd.

Address: 1239 Budapest, Ócsai str 1-3.

Tax number: 12647875-2-43

Company registration number: 01-09-696576

E-mail address: jiffy.hu@abrisojiffy.com

2. The contracting process, fulfilment of the order

The parties agree that the products ordered by the Customer (hereinafter referred to as the „Products”) shall be delivered by the Seller to the Customer, who shall take delivery of the Products and pay the purchase price to the Seller, in accordance with the terms and conditions set out in this GTC, at the place and time specified.

By sending the order and its confirmation by the Seller, a contract (hereinafter referred to as the „Contract”) is entered into between the Parties. These GTC and the Contract together constitute the entire agreement between the Parties for the Services.

The Customer shall send its order electronically to the Seller's e-mail address indicated in this GTC, specifying the product to be ordered and the date of delivery. The Seller will confirm the order if accepted. If the Seller confirms otherwise, the Contract shall not be concluded without the Customer's acceptance.

The Seller shall arrange for the delivery of the Products produced to the delivery address given by the Customer or for their availability at the agreed incoterms. The final date for the fulfilment of the Contract shall be the last day of the delivery period stated in the confirmation.

The Seller shall deliver the Products to the Customer using its own vehicles or a transport company, except for Products for which the Parties have agreed otherwise. The Seller shall ensure the receipt of the Products between 8 a.m. and 4 p.m. Mon-Fri, but the Parties may agree on a different time in some cases, which shall be confirmed in writing by e-mail.

The Seller is entitled to early delivery and may deliver the Products before the agreed delivery date. The Seller shall be entitled to partial delivery within the delivery period. The Seller's standard delivery period is set out in Annex 1 to these GTC.

The Seller shall enter the orders into its production programme and shall send confirmation of the delivery date and other conditions by e-mail to the e-mail address indicated in the Customer's order. The Customer shall notify the Seller as soon as possible of any request for changes to the confirmed details, and the Seller shall review the possibility of amending the order.

If the modification of the order can be accepted by the Seller at no extra cost and the request for modification is expressly accepted by the Seller, the Seller will modify its production programme and send a new confirmation to the Customer. If the modification of the order may cause a delay in the delivery date originally agreed, the consequences thereof shall be borne by the Customer. If the order modification causes extra costs, the Seller shall inform the Customer thereof and shall make the requested modifications if the Customer agrees in writing to the extra costs and shall send a new confirmation of this and any modified delivery date. If the Customer does not accept the additional costs resulting from the modification of the order, the Seller shall be entitled to fulfil the order in its original form. If the Customer cancels an order, either before or after the Seller has begun to fulfil it, the Customer shall be liable to pay the Supplier a sum equal to 15% of

The Supplier reserves the right to make changes at any time to the products specified in catalogues and brochures.

3. Delivery, receipt of Products

Unless otherwise agreed, the delivery of the Products shall be arranged by the Seller (with exceptions agreed in writing, at least by e-mail). The Seller shall inform the Customer in advance of the expected date of delivery of the Products, however, notifications and communications relating to the delivery of the Products, in particular the expected date of delivery, are for information purposes only and shall not form part of the Contract.

The place of delivery for the transfer of the Products shall be the delivery address given by the Customer in the order, unless the Customer delivers the Products by its own arrangements, in which case the place of delivery shall be the place where the Customer has taken over the Products from the Seller.

Customer shall confirm delivery of the Products to the delivery address by signing the delivery note and/or the CMR. The signed copy of the delivery notes and the CMR shall be sent by the Customer to the Seller by e-mail (to the e-mail address in Section 1 above) on the day of arrival of the Products.

The Seller assumes liability for damages in connection with the goods until the goods arrive at the delivery address (time of transfer of liability). If the Customer arranges the delivery of the goods, the time of transfer of liability is the time of handover of the goods to the Customer or a carrier on behalf of the Customer.

The taking over of the goods shall be quantitative and qualitative. The Customer's signature shall evidence the receipt, or a person authorised by the Customer on the delivery document and using a personal identification stamp or printed in block letters.

If the invoice issued contains formal or content-related discrepancies that prevent the invoice from being paid within the deadline, the Customer must inform the Seller immediately upon receiving the invoice so that the Seller can arrange for the preparation of a corrected invoice.

4. Pallet and packaging

The Seller shall ensure the packaging of the ordered products and the sending of the necessary enclosed documents.

The goods are packed on pallets or in PE bags without pallets, with an enclosed label for each unit.

For Standard products, the minimum ordering quantities per item are specified in the offers under MOQ (minimum ordering quantity), which must be rounded up to the unit of packaging in all cases! The number of items per packaging unit of the products is indicated in the offer given to the Customer in the current version. In addition, the delivery quantity is 80m³ net or the quantity agreed between the Seller and the Customer. The Seller is entitled, based on the Customer's instructions, to fill the agreed delivery quantity with a given product. Due to the manufacturing specificity of the products, the delivery quantity tolerance is +/- 10% of the quantity ordered. The Seller is entitled to invoice the actual quantity according to the + / - 10% difference.

5. Quality complaint

The Customer shall immediately check the quantity and quality of the delivered goods upon receiving the goods, and shall immediately notify the Seller of any defects, damages, or shortages. At the same time, the Customer must request that a record be made and must refuse to accept the goods.

If the Customer has not performed a quantity or quality check on receipt of the Product or has not notified the Seller of the defect, damage or shortage discovered and has not taken other action in accordance with the applicable rules, the Customer shall not be entitled to claim against the Seller for defective performance based on these defects. The Customer undertakes to unload the goods from the means of transport and shall bear the cost of unloading and shall also bear liability for any damage.

In the case of quality problems discovered subsequently, after delivery of the product(s), the Customer must notify the Seller in writing of the quality complaint within 1 working day of discovering the defect. The Customer must allow the Seller to inspect the quality defective consignment, which must be stored separately, on the spot. The Seller can only investigate the claim if the original manufacturer's labels are present.

The Seller will accept quality complaints about the product within 3 months of manufacture. The cause of the defect can only be investigated if the quantity claimed exceeds 1% of the quantity of a batch.

The Customer accepts and acknowledges that the Seller has the right to reject any subsequent complaint without a record after receiving the goods.

Depending on the nature of the defect, the Seller will take immediate action to settle any claim. The goods may only be returned based on a separate agreement on a case-by-case basis, with the Seller's consent, in which case the Customer's complaint identification number must be indicated on the delivery note. The return of the goods is subject to the condition that the Customer hands over the goods to the person representing the Seller in a suitable condition for transport (packaging), in an identifiable manner and with the Seller's identification (order number, article number, quantity), or that the Customer arranges for the return of the goods to the place of original delivery at the Customer's own expense and responsibility.

The Seller is not responsible for the proper storage of the Goods by the Customer (or other third parties) and for the careful handling of the Goods stored in the Customer's warehouse. The correct handling and storage conditions for the Products shall be specified by the Seller on the Product Safety Data Sheet. The Seller shall not be liable for non-compliance with the technological instructions after acceptance.

The Seller's liability for damages shall be limited to the amount of the consideration paid for the goods ordered. The Customer shall not be entitled to assert any claims against the Seller over this amount, and the Seller expressly excludes any liability over this amount.

6. Payment terms

The Parties agree and the Customer acknowledges that the Product shall remain the property of the Seller until payment of the full purchase price to the Seller (Transfer of Ownership Date).

The Customer shall pay the price of the Goods by bank transfer to the bank account specified in the Seller's invoice by the payment date specified in the invoice. The date of financial settlement is the date of receipt of the payment into the Seller's bank account. In the event of overdue payment, the Seller shall be entitled to apply the provisions of the Civil Code. In case of overdue payment, the Seller shall charge interest on overdue payment at the rate provided for in Section 6:155 (1) of PTK. Interest on overdue payment shall be due immediately. In case of overdue payment, the Seller shall be entitled to unilaterally set a shorter payment term for new orders than the agreed payment term or to suspend deliveries.

The Customer agrees that in the event of non-payment/delayed payment, the Seller may disclose his data to third parties, to debt collection agencies and law firms. The Customer shall be liable to reimburse the Seller for any costs and fees related to the recovery of the debt.

7. Quality of the goods, production equipment

The Seller or its manufacturing unit is ISO 9001 and 14001 certified for integrated quality and environmental management and shall comply with these standards in the production of the goods.

The Seller undertakes to procure the individual, new production equipment necessary to produce the product(s), as well as the production equipment that has been damaged or worn-out during production, and to provide professional storage and maintenance of the production equipment free of charge. The Seller may charge a tooling fee for the use of the production tool, which shall be invoiced together with the order. The Seller shall indicate any tool costs in the order confirmation.

In the case of a continuous order, the costs for the remanufacture of production tools which have broken down and worn-out during production shall be borne by the Seller.

Product tolerances are available at <https://abrisojiffy.hu/tolerances.pdf>

• Other provisions

Tájékoztatjuk, hogy honlapunkon sütiket használunk, melyek célja, hogy teljesebb körű szolgáltatást nyújtsunk látogatóink részére.

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The Seller reserves the right to unilaterally amend this GTC (including any annexes thereto) at any time without prior notice. The Parties agree to attempt to settle any disputes by amicable means and only if this is unsuccessful, to resort to the courts. For the settlement of any dispute arising out of or in connection with the Contract, its breach, validity or interpretation, the Parties submit to the jurisdiction of the Hungarian courts having jurisdiction and venue in the place where the Supplier is established.

Events beyond the control of the Parties which cannot be avoided (e.g., transport, procurement, limitation of labour, fire, flood, exceptional snow, production or transport hindrance, defect, etc.), if they make it impossible or hinder (even temporarily) the performance of the Contract, shall be considered as force majeure.

The obstacle due to force majeure must be notified in writing. The Parties shall agree on the new conditions without delay after consideration of the circumstances.

The Customer acknowledges and agrees that all information obtained by the Customer during the performance of the Contract (including any information relating to remuneration, the Supplier's organisation, operations, products, and data) shall constitute business secrets. The Customer shall be obliged to keep the trade secrets of which it becomes aware without time limitation.

Annexes:

Annexe 1: Delivery deadlines

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The Seller will always send you an official confirmation of the delivery time of your order, the following is for information only, the delivery time will depend on the specificity of the product ordered.

- Bubble film rolls: 2 - 3 weeks;
- Bubble film converted products: 2,5 - 4 weeks
- foam rolls: 2 - 3 weeks;
- foam converted products: 2,5 - 4 weeks;
- technical foam boards: 2 - 4 weeks;
- technical foam converted products: 2 - 6 weeks;
- others: subject to separate confirmation.

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