

§ 1. Preliminary provisions

1. These General Terms and Conditions (hereinafter: "General Terms and Conditions") shall apply to the sale and delivery of discs and products and services related to discs (hereinafter jointly referred to as ("Products") offered by XDiSC S.A. (hereinafter: "XDiSC"), including, in particular:
 - a. CD, DVD and Blue Ray,
 - b. stampers and optical discs,
 - c. vinyl records,
 - d. raw materials, accessories, transport services, confectioning, packaging, printing and other services related to the products listed in items 1–3.
2. The General Terms and Conditions regulate the principles of procedure of XDiSC and a customer (hereinafter referred to as: "Buyer") at all stages of conclusion and performance of a sales and/or delivery agreement, including procedures for contract awarding and order placement, collection of goods, flow of documents on orders and performance of agreements, payment for goods and services, and complaint procedures. XDiSC and the Buyer shall be hereinafter also jointly referred to as "Parties".
3. General Terms and Conditions shall regulate the sale and delivery of Products for business entities and consumers.
4. The sale and delivery of Products, as part of public procurement, is generally regulated by the provisions of law applicable in this industry. The General Terms and Conditions shall apply to public procurement only in matters that are not mandatorily regulated by applicable provisions of law.
5. In the case of any deviations between the provisions of the General Terms and Conditions, and the arrangements resulting from a general or individual agreement concluded between XDiSC and the Buyer, the provisions of the agreement shall have priority.
6. The General Terms and Conditions are published on the XDiSC website www.x-disc.pl in the Download tab.

§ 2. Conclusion of the agreement, tenders, orders, confirmation of orders, performance of production

1. The sale of Products is conducted on the basis of: an order placed via the XDiSC tender form, if the Parties agreed so, also through: a written order placed in the form of a description included in the content of an e-mail message or an order placed on the Buyer's own form.
2. Orders or tenders should include all elements necessary for the production and, possibly, delivery of the Products, and in particular: a specification of ordered Products, data of collection or delivery (if the order includes delivery – the exact address of delivery), expected date of carrying out production and, possibly expectations in the scope of price, payer's details, data of the authorized ordering person.
3. The placement and acceptance of an order may be done electronically, and in special circumstances, upon the Buyer's request and XDiSC's consent, also in writing.
4. Orders shall be placed at the department handling a given Product segment.
5. An order is considered accepted for completion if an XDiSC representative confirmed its acceptance and in the case of a tender submitted by XDiSC, if the Buyer confirmed its acceptance.
6. Any amendment of any of the conditions in the agreement by the Buyer, after receiving a confirmation of the order shall be possible only upon an explicit (written or electronic) consent of XDiSC. An amendment of the content of the order is made according to a procedure provided for placement and acceptance of orders (§ 2.1 – 2.5).

7. Any delay in the Buyer's delivery of all starting materials (including – if in a given case necessary – reference files, color patterns or other components necessary for production) may result in postponing the deadline for carrying out production by XDISC.
8. The Buyer canceling – already after the start of production – an order, for reasons not attributed to XDISC, shall be charged for the part of the order that has already been produced.
9. Materials shall be accepted in accordance with the parameters adopted for such orders.
10. Audio materials should be prepared in accordance with the specifications found on the XDISC website. XDISC has no obligation to review the materials - for conformance to the specifications - prior to production.
11. Printing materials should be prepared in accordance with the specifications found on the XDISC website. XDISC has no obligation to review the materials - for conformance to specifications - prior to production.
12. The Buyer providing materials to XDISC, on the basis of which the production is to be performed, is equivalent to:
 - a. The Buyer making a statement that they are fully authorized to use any of the intellectual property rights to materials that are the subject of the order and that the materials provided do not contain any content contrary to the law or good practices,
 - b. The Buyer accepts responsibility for consequences of non-compliance of a statement described in item (a) with the factual state.
13. XDISC shall store the starting materials provided for production via FTP server owned by XDISC only for its own production purposes, and only for the time necessary to carry out production. XDISC has the right to delete the Buyer's material within 30 days of completing production, without notifying the Buyer. In relation to this, the Buyer should, acting in their own interest, have a copy of materials provided to XDISC for production.
14. The stamper shall remain the property of XDISC and shall not constitute the subject of sale (it is not invoiced).
15. A stamper produced by XDISC and used for production shall not be stored by XDISC longer than 1 year and after this time, it may be utilized, unless the Buyer requests that the stamper be stored in XDISC's warehouse, in order to carry out another production.

§ 3. Handover and transport of the Products

1. The conditions for handover and transport of Products should be specified during the procedure of placing and accepting orders. In the case of lack of different arrangements, the transport of Products shall be the responsibility of the Buyer.
2. In case the transport of Products is organized by the Buyer, the order shall be considered complete upon handing over the Products for loading (on the threshold of a ramp in the XDISC warehouse).
3. If the transport of the Products is organized by XDISC, the order shall be deemed complete – unless otherwise specified by the Parties – upon loading the Products on a means of transport provided by the carrier. XDISC undertakes to order the transport of Products by a company providing professional transport services.
4. The risk of damage or loss of the Products shifts to the Buyer:
 - a. in the case provided in § 3.2 – upon handing over the Products for loading (on the threshold of a ramp in the XDISC warehouse),
 - b. in the case provided in § 3.3 – upon loading the Products on a means of transport.
5. In case the transport of Products is organized by XDISC, the terms and conditions of transport (including dates of deliveries and terms of insurance for carriage) agreed with the carrier shall apply.
6. The Parties may agree on rules of transport, unloading and responsibility for Products, as well as of collection of Products (e.g. establishing the need to notify the readiness to hand over the Products) different from the ones specified in sections 1–5.
7. After 5 weeks / months from the Buyer's unsuccessful request for collection, the Products may be disposed of, at the Buyer's expense.
8. The Product utilization shall not release the Buyer from the obligation to pay for the order.
9. The rules provided for in sections 7–8 shall apply also to the storage of not collected surplus of any components related to the order.

§ 4. Personal data processing

1. When placing and executing the order, XDISC and the Buyer process personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, EU Official Journal L 119, p. 1, hereinafter: "GDPR"). Personal data processing concerns the data of the Buyer (if a natural person) and employees and associates of XDISC and the Buyer participating in the entire process.
2. The legal basis for the processing of personal data by the Parties, as referred to in section 1 shall be the need to process for the performance of the agreement between the Parties, as a result of which, in the light of GDPR provisions, there is no obligation to obtain consents of any of the Parties.
3. Details on personal data processing are available at <https://x-discgroup.pl/en/privacy-policy/>

§ 5. Financing the purchase

1. XDISC may grant to the Buyer, in particular, when placing orders regularly and fulfilling its obligations in a timely manner, the right to a deferred payment (a credit limit covering the value of Products in production plus the value of current obligations).
2. XDISC reserves the right to assess, at its own discretion, the financial capacity of the Buyer with regard to granting a credit limit and a possibility to withdraw or reduce the limit at any moment without justification.
3. In the case of lack of different arrangements of the Parties, the Buyer that has no credit limit with XDISC, shall make a prepayment in full amount of the value of order.

§ 6. XDISC's liability, complaints

1. The Buyer is obliged to check the Products at the moment of their delivery.
2. Complaints related to the quality and quantity of the Products or damage arising in transport (in the case when the delivery is performed by XDISC with its own transport means) shall be examined if the above mentioned shortages and damage are reported during unloading and entered in a delivery document and when the circumstances are confirmed by the representative of the carrier – the driver. The above shall not apply to latent defects of the Products.
3. In the case of orders for vinyl records, the tolerance of embossed records is 10% of the ordered quantity. Quantitative differences within this tolerance cannot be to complaints.
4. Complaints must be sent in writing to XDISC within 3 working days of the date of delivery.
5. Claims for hidden defects should be reported within 14 calendar days, from the date of the delivery of the goods.
6. The Buyer's representative should check the amount of collective packaging and lack of visible external defects of the packaging during the collection of the Products.
7. XDISC's responsibility on account of production performance shall be limited up to the value of Products of a given order and shall not cover profits lost by the Buyer.
8. XDISC is not responsible for the distribution of the goods to the Buyer's customers, nor is obliged to collect the goods from the Buyer's customers in the event of a complaint.
9. No Party shall be held liable for damage caused by force majeure which shall be understood, in accordance with a common practice in trade, as cases independent of the Parties and beyond their control that prevent from timely production, delivery or collection of a Product or performance of a service.

§ 7. Final provisions

1. Any and all disputes arising in relation to the completion of the orders and production executed should be settled primarily in an amicable way.
2. In the case of lack of a possibility to resolve a dispute amicably and referring the case for settlement in court, the jurisdiction shall be determined in accordance with the place the production is executed.
3. These General Terms and Conditions shall be in force as of 30 September 2022 (date of publishing on XDISC website) and binding upon the Parties with regard to orders placed after that date.