

GENERAL TERMS AND CONDITIONS OF SALE

The General Terms and Conditions of Sale form an integral part of sales agreements and services provided by P.W. POL-STAL-MET Tadeusz Durczyński, as well as all companies cooperating and authorized by P.W. POL-STAL-MET Tadeusz Durczyński, and the Clients.

I DEFINITIONS

1. GCS - General Conditions of Sale - regulations which define general conditions of commercial relations between entities, the Seller (P.W. POL-STAL-MET Tadeusz Durczyński) and the Buyer.
2. Tadeusz Durczyński conducting business activity under the name P.W. POL-STAL-MET Tadeusz Durczyński, ul. Zwycięstwa 51a, 44-193 Knurów, NIP: 9690070447, REGON: 241424420, hereinafter referred to as the Seller.
3. Buyer - a business entity or a natural person purchasing the Goods from the Seller in accordance with the GCS; Otherwise referred to as the Buyer, Contractor, Customer.
4. Authorized distributor - an entity cooperating with the Seller on the basis of separate terms and conditions and offering, within the framework of its business activity, Goods manufactured by P.W. POL-STAL-MET Tadeusz Durczyński;
5. Goods - products and products sold by P.W. POL-STAL-MET Tadeusz Durczyński or an Authorized Distributor;
6. Service - assembly and service activities undertaken to satisfy the needs of Clients performed by P.W. POL-STAL-MET Tadeusz Durczyński or an Authorized Distributor;

II GENERAL PROVISIONS

1. The commercial offer is for informational purposes only and within the meaning of Article 66 § 1 of the Civil Code. It does not constitute conclusion of an agreement.
2. The P.W. POL-STAL-MET Tadeusz Durczyński guarantees a 14-day validity period of the offer.
3. Leaflets, advertisements, folders, exhibitions are for illustrative purposes only and do not constitute an offer within the meaning of the Civil Code and other relevant legal regulations. The Seller reserves the right to make technical changes to improve the quality and functionality of its products without notifying the Buyer. however, such changes may not affect the agreed price of the Goods.

4. Submitting a confirmed order or signing a cooperation agreement means that the Purchaser confirms the fact of getting acquainted with the GCS and accepts all the points contained therein.
5. It shall be deemed that the Buyer remaining in permanent commercial relations with the Seller, who at the first order approved GTS, accepts the regulations for all other orders, deliveries and sales agreements, until the change of its content.
6. The P.W. POL-STAL-MET Tadeusz Durczyński allows for the possibility of applying separate regulations of sales of Goods and Services between companies authorized by P.W. POL-STAL-MET Tadeusz Durczyński and their Customers.

III ACCEPTANCE OF ORDERS

1. The Customer has the possibility to place an order personally at the seat of the Seller, Authorised Distributor or by e-mail.
2. The order must contain: a) personal and contact details of the Customer, b) type and quantity of ordered products, c) completion date, d) investment address and method of delivery, e) price, form and date of payment.
3. The Seller shall confirm the order within 5 working days from the date of receipt of a complete order via e-mail. Lack of confirmation within this period shall be considered a refusal to accept the order for execution. In the case of placing orders directly at the registered office of the Seller or the Authorised Distributor, it shall - as far as possible - confirm the order and the date of its execution immediately after placing the order.
4. If the order completion date is not met by the Seller as a result of force majeure, the Buyer shall not be entitled to compensation. The events defined as force majeure shall include, among others:
 - a. natural disasters,
 - b. strikes,
 - c. interruptions in the functioning of the plant not caused by the Seller,
 - d. interruptions in the supply of raw materials necessary for production not caused by the Seller.
5. Any changes in the order may be made in writing within 2 calendar days from the date of order confirmation by the Seller. After this date errors in the order shall be borne by the Buyer.
6. The Buyer is obliged to know the parameters and purpose of the ordered Goods. The Seller delivers the Goods in accordance with the order and does not take responsibility for further use of the Goods, all the more so for use inconsistent with its purpose.

7. In case when the order includes execution of the Service of fencing assembly, the Client is responsible for ensuring the possibility of free execution of works in the agreed time and place.

IV RECEIPT OF GOODS

1. The Buyer is obliged to immediately collect the ordered Goods on the agreed date.
2. Failure to collect the Goods from the warehouse within 30 to 100 calendar days from the time of confirming their availability shall result in adding a storage fee in the amount of PLN 20 per m² of storage space for each commenced month.
3. The Seller shall be fully responsible for the Goods:
 - a. when ordering with transport, until the moment of delivering the Goods to the previously indicated address, but before unloading starts.
 - b. when collecting the Goods with own transport of the Buyer, until loading is completed.
4. The Buyer is obliged to provide the driver with the possibility to reach the delivery address indicated earlier and to take care of unloading equipment and/or labour force. Unloading of the Goods is the responsibility of the Client.
5. The Seller determines the date and hourly range of delivery of the Goods for information purposes. The Buyer is not entitled to cancel the order due to delayed delivery regardless of the reason.
6. If the Buyer refuses to accept delivery of the Goods at the date previously agreed with the Seller, then the Seller shall store the Goods, and the Buyer shall be obliged to return to the Seller the costs of storage (IV RECEIPT OF GOODS, point 2), insurance and transport.
7. The Buyer shall be obliged to personally or by means of a person authorized to perform qualitative and quantitative acceptance of the delivered Goods and confirm its acceptance with a legible signature.
8. In case of noticing any defects, the Buyer is obliged to write down a qualitative and quantitative protocol with the person delivering the Goods and immediately notify the Seller or the Authorized Distributor about the situation.
9. The Goods shall be deemed automatically accepted if within 3 calendar days from the date of delivery the Buyer does not make any claims.
10. P.W. POL-STAL-MET Tadeusz Durczyński shall not be liable for any effects of storage, in particular the effects of expiry of storage time (e.g. white corrosion, erosion of packaging, soiling, loss of colour, soaking).

IV PAYMENTS AND PRICES

1. The price for the ordered Goods is determined each time on the order confirmation.
2. When placing an order, directly in the Seller's registered office, the Client is obliged to pay an advance payment:
 - a. in case of purchase of the Goods 30% of the order value, the rest of the amount due must be paid before delivery,
 - b. in the case of purchase of Goods with the assembly service 50% of the order value, the remaining amount due must be paid after completion of the assembly works. The Buyer is obliged to contact the Seller within 7 days from the date of receipt of the material statement in order to settle the final settlement. In case of lack of contact within the specified period, the Customer automatically accepts the settlement with the Seller.
3. The payment is considered to be made at the time of receipt of funds to the bank account of the Seller or at the time of payment made at the cash desk.
4. The lodging of any complaints does not release the Buyer from the obligation of timely payment.
5. In case of failure to meet the deadline for payment, the Seller has the right to charge interest to the buyer at the amount provided for by law.
6. Until full payment, the Goods remain the property of the Seller, pursuant to Article 589 of the Civil Code. Failure to pay the full amount within the agreed time limit shall lead to the collection of goods by the Seller.
7. In case of unjustified refusal to collect the ordered Goods or withdrawal of the order by the Buyer after the date of its confirmation (III CONCLUSIONS ACCEPTANCE point 5) The Seller shall have the right to charge the Buyer with a contractual penalty in the amount of 100% of the gross value of the order, including paid advances or prepayments.

V VERTIFICATIONS WITHIN THE TITLE OF WARRANTY

1. The Seller grants the Buyer a warranty for a period of 24 months from the date of invoice issuance.
2. A complaint is submitted at the point where the product was purchased or in special cases (e.g. liquidation of the point of sale of the Authorised Distributor) the Seller.
3. Complaints submitted by phone will not be considered.
4. The complaint should be submitted immediately (no later than 14 calendar days) after the defect is found in writing at the seat of the Seller/Authorised Distributor or by e-mail.

5. Clear defects of the Goods should be reported before installation of the product, because the Seller does not take responsibility for damages resulting from using the defective Goods. The use of the damaged Goods is prohibited because it may cause a safety hazard for the Buyer and increase the scope of repair costs covered by the Buyer.
6. The Seller grants full warranty for the Goods under the following conditions:
 - a. the fence was installed by the Seller or the Authorized Distributor,
 - b. The Buyer shall commission the Seller or an Authorised Distributor to carry out annual service inspections.
7. In the case of finding a defect in the product that can be reported as a complaint before its installation, the Seller shall not be obliged to bear the costs of disassembly and reassembly of the Goods.
8. The Seller or the Authorized Distributor shall respond to the Customer's complaint within 14 working days from the date of its receipt.
9. The Seller or the Authorized Distributor undertakes to repair the defective Merchandise, replace the Merchandise with a new one or to reduce the price of purchases of the Merchandise.
10. The Seller or the Authorized Distributor undertakes to perform repair within 30 working days from the date of positive consideration of the complaint. The period of repair of the Goods may be extended due to unfavourable weather conditions, which make it impossible to carry out activities required for repair. In this case, the period of service performance shall not be longer than 90 calendar days from the date of positive consideration of the complaint. Unless the parties agree otherwise.
11. In the case of an unjustified complaint, all costs related to it shall be borne by the Buyer.
12. At the request of the Buyer, the Seller may organize a local vision during which it shall assess whether the defect of the Goods results from incorrect installation or use of the Goods. The cost of service shall then be covered by the Client, and its value shall be estimated before such a visit is made.

VI EXCEPTIONS FOR WARRANTY

1. Visual assessment of the paint coating of the fence is made on a sunny day, with an unarmed eye not closer than 3 metres to the Goods being assessed.
2. The removal or blurring of the rating plate is tantamount to the loss of warranty for the purchased Goods.

3. All Goods have technological holes at the bottom, invisible after installation, from which condensation may escape during operation.
4. the condensate may leave stains on the foundation or paving stones. It is recommended to remove possible stains with water and detergent at least once a year during cleaning and maintenance of the fence.
5. When the concrete matures, lime efflorescence and small cracks may occur on its surface.
6. If any defects of the paint coating have been found after permanent assembly of the product (disassembly of this Goods is impossible), the Buyer cannot demand from the Seller to paint again. In case of justified claims, the Seller shall perform repair at the Customer's place by means of renovation paints which may differ in shade and structure from the original coating.
7. Goods with polyester coating are tightly wrapped with foil or stress for transport. It may cause discolouration under the influence of sunlight, increased temperature and humidity. The effect of the so called "coating brewing" is possible to be completely removed by means of hot air (dryer, sunburner) in the place of discolouration. Changing the colour of the Goods' coating does not reduce the quality of the product, therefore complaints on this account will not be considered.
8. The hot-dip galvanizing is not a process improving the product's aesthetics, but a process significantly extending the life of the Goods. The occurrence of light grey and dark grey areas, irregularities of the external surface and the so-called "white corrosion". (resulting from the natural process of zinc oxidation) is a natural phenomenon and characteristic for this type of corrosion protection. This does not constitute grounds for a complaint.
9. Minor differences in the shades of the coating between the Goods intended for production in different production batches and elements of the Goods made with different production technologies are acceptable. The difference should not be greater than one RAL shade.
10. Taking into account the specificity of the powder coating process, it is allowed to make by hand small, point-like mortars of the place of suspension of the Goods to be painted after its completion.
11. the Goods on which corrosion outbreaks have occurred and their size does not exceed 5 mm² are not subject to complaint.
12. Both complaints and warranties do not apply to unprotected cutting edges (e.g. fence ends, hole edges and others) up to 10 mm from the cutting line.
13. making any structural changes or modifications to the Goods without the Seller's consent is unacceptable. Any changes and modifications result in loss of warranty by the Buyer. P.W. POL-STAL-MET Tadeusz Durczyński shall not be liable for damages and hazards resulting from use of the modified Goods.

14. Mobile elements of the Goods set in motion manually or automatically (e.g. tilt gates, sliding gates, other) require seasonal adjustment and leveling.
15. Mechanical damage of moving elements of the Goods, resulting from incorrect conditions of their use or adjustment, performed by an entity other than the Seller or the Authorized Distributor, is not subject to complaint.
16. In the case of delivery of Goods to the Customer without an assembly service, P.W. POL-STAL-MET Tadeusz Durczyński shall not be liable for any mechanical or other defects occurring during storage of the Goods at the Buyer's premises or during their assembly. If during installation of the Goods any hidden defects of the Goods become apparent, the installation should be stopped and the Seller should be immediately informed about the fact. In the case of installation of damaged Goods, without prior notification of the Seller, complaints shall not be considered, and the warranty shall expire.
17. P.W. POL-STAL-MET Tadeusz Durczyński shall not be liable in case when the Goods were stored in an incorrect manner or used contrary to their purpose and technical properties. Damages resulting from executive or design errors of third parties or as a result of failure to observe the Seller's recommendations and instructions.
18. The Seller does not allow claims concerning defects which should be revealed as a result of inspection at the moment of delivery but which were not subject to such inspection.
19. Complaints concerning hidden qualitative defects which could not be detected on the day of delivery should be submitted to the Seller in writing after their disclosure, but not later than within 45 calendar days from the date of delivery of goods. After this deadline the Seller's liability expires.
20. The Seller shall be liable only for defects caused by his gross negligence or a production error duly proved by the Buyer. In this case the Seller's liability is limited to 100% of the invoice value for defective or damaged goods.
21. The use of spare parts or additional devices other than the original Seller's parts causes the loss of warranty.

VI RETURN OF GOODS

1. Return of goods is possible after prior written agreement with the Seller or Authorised Distributor.

VII PERSONAL DATA PROTECTION

1. The administrator of the Clients' personal data within the meaning of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws of 2002, No. 101, item 926, as amended) is the Seller.
2. The Customers consent to the processing of their personal data by the Seller, as a result of which they may be transferred to entities authorised to carry out the order and any possible and legally permitted operations in such scope.
3. All Clients' data, including personal data, are collected with their consent, in order to properly perform the order placed by the Client for the Goods or Goods with the Installation Service. The Seller is authorised to record, store, and delete the data referred to above.
4. The Clients have the right to access the content of their data processed by the Seller. Personal data are provided voluntarily, however, without providing them it is not possible to execute the order.

VIII DISPUTES

1. In matters not regulated by the provisions of the GSC, the provisions of the Civil Code and the Act on payment dates in commercial transactions (Journal of Laws No 139 of 12 June 2003) shall apply.
2. Both the Seller and the Buyer shall endeavour to settle all disputes amicably. If no agreement is reached, the court having jurisdiction over the dispute shall be the common court having jurisdiction over the city of Knurów.