

1. The object of these "General Conditions of Sale" (hereinafter referred to as the "GCS") is a description of the methods and rules governing the sale of products manufactured by POLITECH and ways of dealing with non-compliant products.
2. The rules for collection will apply both to the Manufacturer (Seller), i.e. POLITECH Sp. z o.o. and the Buyer of goods. The GCS will be presented to the Buyer upon its every request; they are also available from the Manufacturer. Both the Manufacturer and the Buyer declare that the sale shall take place in accordance with the provisions of these conditions. In case of discrepancies between the provisions of the agreement and the GCS, the contractual provisions shall prevail.
3. The acceptance of the GCS by the Buyer upon the first order shall be considered as their approval.
4. The documentation entrusted to the Seller by the Buyer in order to complete the order shall be treated as confidential material which shall not be disclosed to third parties without the Buyer's written consent.
5. The order shall be binding upon the Manufacturer only when it is submitted to the Manufacturer in written or electronic form and signed by an authorised person.
 - 5.1. The Manufacturer shall be obliged to reply and confirm the receipt of an order for completion. If the Manufacturer fails to reply, the order shall be considered as not accepted.
 - 5.2. For each order separately, the Seller shall indicate the order completion date (upon confirmation of the receipt of an order for completion). The completion date means making the goods available to the Buyer.
 - 5.3. The Seller undertakes to complete the accepted Buyer's orders on time.
 - 5.4. The Seller reserves the right to change the delivery date not later, however, than within 3 working days after the acceptance of an order.
 - 5.5. The Seller shall not be liable for delays in deliveries to the Buyer resulting from force majeure, understood as events beyond the Seller's control. The following circumstances shall be considered as force majeure events not attributable to the Seller: unpredictable crises, delays of supplies or lack of supplies from the providers of energy or raw materials, official regulations, war and military actions, natural disasters (flood, fire, earthquake, etc.), as well as actions beyond the Seller's control, i.e. public and legal limitations, strikes, embargoes, etc. A strike by the Seller's staff shall not be considered as a force majeure event. The Seller undertakes to make every effort to remove the results of force majeure as quickly as possible in order to perform the agreement. The occurrence of force majeure does not release the Buyer from the obligation to pay for the delivered goods.
6. Order is completed EXW (Ex Works), according to Incoterms 2010, unless from the arrangements it results otherwise. The delivery may differ within the permissible quantity margin of +/- 5%.
 - 6.1. For each delivery to the Buyer, the Seller issues an External Release (ER) document with a list of the range and quantity of the delivered products. The Buyer is obliged to confirm the collected products on the ER document with a legible signature of the authorised person.
 - 6.2. For each delivery to the Buyer, the Seller issues a VAT invoice in accordance with the applicable provisions of the Act on goods and services tax and the Act on excise tax.

The Buyer authorises the Seller to issue VAT invoices without the Buyer's signature.
 - 6.3. The Seller's fulfilment of the agreement means making the goods available to the Buyer and declaring, in electronic or written form, the readiness to hand over the goods.
 - 6.4. The Buyer is obliged to collect the goods in accordance with the order placed within 14 days as of the day of making the ready goods available to the Buyer.
 - 6.5. In the case of a refusal to collect the goods it is considered that the goods were handed over to the Buyer on the first day after the day on which the Buyer was obliged to collect the goods and the Seller is authorised to issue an invoice.
 - 6.6. If the Buyer refuses to accept the goods, the goods will be stored at the Seller's warehouse for a maximum period of 90 days as of the day of making the goods available to the Buyer. After this period, the Seller reserves the right to dispose of the goods at its discretion:
 - destroy the goods (and charge the costs of destruction and storage to the Buyer),
 - sell the goods to a third party and charge the costs of storage to the Buyer.
 - 6.7. The Seller has the right to charge a fee for storage of the goods not collected by the Buyer after the end of the collection period, i.e. 14 days as of making the goods available to the Buyer (item 6.4.) at PLN 15 per day for each pallet place.
7. The ownership right passes to the Buyer upon payment of the price and collection of the goods by the Buyer.
 - 7.1. Payment for the delivered goods shall be made by the Buyer within the time specified on the VAT invoice. Failure to pay or delay in payment by the Buyer authorises the Seller to start debt collection procedures, including charging the Buyer with statutory interest and possible court proceedings costs.

As the payment date shall be considered the date of crediting the Seller's bank account.
 - 7.2. In the case of default in payment on the part of the Buyer, the Seller reserves the right to shorten the payment time and suspend awarded credits. In the case of material arrears, the Seller has the right to suspend the deliveries of goods until all debts on account of delays in payment are paid.
 - 7.3. The Seller reserves the right to withdraw from all agreements between the Parties in case of justified doubts as to the Buyer's solvency.
 - 7.4. On account of purchasing standard goods, the Buyer does not acquire any intellectual property rights and licences, including any rights to copyright works, industrial designs, trademarks, patents, and know-how related to the goods.
8. The sold goods shall be packed in collective packaging in accordance with the Seller's standards unless decided otherwise.
 - 8.1. In the case of returnable packaging, the Buyer shall be obliged to return the packaging within 60 days as of its receipt or to cover the cost of its damage or loss by the Buyer. The ownership of the packaging passes from the Seller to the Buyer upon payment of the price.
 - 8.2. Distribution of returnable packaging will be recorded in accordance with the ER documents.
9. The prices specified in the pricelists prepared for the Buyer shall be binding until written notification about their amendment.
10. The Seller grants a goods guarantee for a period of 60 days as of the sale document date. The Seller's responsibility on account of warranty is excluded.

11. The Buyer is obliged to test the goods. All quality and quantity complaints will be examined solely if they are submitted in writing. The Buyer is obliged to notify the Seller immediately after their receipt by the Buyer and not later than within:
 - a) quantity shortcomings for collective packages – on the day of delivery,
 - b) quantity shortcomings – 5 working days as of delivery,
 - c) visible faults – 10 working days as of delivery,
 - d) hidden defects – immediately after their discovery however not later than 60 days as of the sale invoice issue.
12. The complaint has to be made in writing or shall be null and void.
13. The condition for acceptance of a complaint for examination is a complaint protocol sent by the Buyer in which all the significant information on the matter is included. Complaints regarding sold goods will be examined after their correct evidencing by the Buyer. If the latter discovers quality faults in the product or lack of the declared quantity, it is obliged to provide upon a complaint the identification data of the questioned lot or copy of the control label from the collective packaging, description of the fault, sample size and quantity of the faulty goods. The complaint procedure starts as of the Seller's receipt of a sample of the faulty production whose quantity will be set individually after the complaint submission.
14. The Seller shall be obliged to examine the complaint within 21 days as of the receipt of a complaint and notify about the way of handling the complaint within 14 days as of the approval of the complaint by the Seller; in the case of the return of the faulty goods the elements have to be delivered to the Seller in original and undamaged packaging and the faulty goods may not be returned to the Seller without its prior written consent. At the same time, the Seller has the right to check the questioned goods at the Buyer's site or in another place where these are located within 14 days as of the receipt of the complaint. In these circumstances, the Buyer is obliged to make the questioned lot available to the Seller in order to take necessary steps in order to assess the legitimacy of the complaint. The Seller's representative has the right to collect new samples together with the Buyer's representative for another lot quality assessment.
15. The way of handling the complaint is to be agreed each time in writing with the Buyer. Failure to observe the requirements mentioned in item 11 to 14, results in the Buyer's loss of rights on account of faults.
16. If the complaint is not accepted, the Buyer bears the costs of the Seller's representatives' visit.
17. Submission of a complaint by the Buyer and its examination does not suspend the run of payment time. The Seller shall notify the Buyer about the time of delivery of fault-free goods 3 days in advance. The costs related to the replacement of faulty goods in the case of a justified complaint and their delivery to the Buyer's registered office shall be borne by the Seller.
18. The guarantee does not cover the faults in result of: improper use and/or application, storage of goods, transport, and impact of external factors beyond the Seller's control.
19. In each case of an accepted complaint the Seller reserves the right to choose the method of satisfying the claim, i.e.:
 - a) replacement delivery completed in the shortest time possible as of the date of acceptance of the complaint taking into account technical and organisational capabilities of preparing a given lot or obtaining commercial goods, and this period of time may be extended depending on the size of the delivered lot, or
 - b) refund purchase costs upon the return of the questioned goods relatively to their value, or
 - c) reasonable reduction of the questioned goods' price.If quality faults are found, the Seller shall be responsible solely up to the actual value of the faulty unprocessed product. The Seller shall not be liable for indirect damages and lost profits unless they result from intentional actions.
20. The goods and commercial products shall be inspected in terms of quality in the same way as the products manufactured by POLITECH sp. z o.o. In the case of a negative assessment a procedure similar to the complaint procedure upon sale shall be initiated.
21. All the manufactured elements shall be inspected in terms of quality in accordance with the internal documentation of POLITECH sp. z o.o. (Technical Conditions for Acceptance, Standards, Procedures)
22. Invalidity or unenforceability of any of the provision of these GSC does not influence the validity and enforceability of other provisions and validity and enforceability of the GSC or agreement concluded with application of GSC in their entirety.
23. Respective provisions of the Civil Code shall apply to the matters not included in these General Conditions of Sale.
24. The court competent for all disputes that might arise in relation to sales or deliveries described in these General Conditions shall be the Commercial Court competent for the Seller's registered office.
25. These General Conditions of Sale of POLITECH Sp. z o.o. shall enter into force as of 01.04.2016.