

POL-PLAN Commercial Terms and Conditions

I. Order acceptance and processing.

1. These Terms and Conditions apply to agreements concluded by POL-PLAN Sp. j. (Seller) with other companies and entities which do not conduct business activities (Customer).
2. It is considered that accepting a commercial offer or having an invoice (bill) means the Customer has familiarised themselves with these Terms and Conditions, accepted them without reservations and agreed to their application. If, in accordance with the applicable law, the Customer does not sign the invoice (bill) it is considered that the Customer has read these Terms and Conditions, accepted them without reservations and agreed to their application at the time of delivery of the invoice (bill), and at the time of payment of the price of the purchased goods, if the sale is not confirmed by the invoice (bill).
3. Orders are executed on the terms and conditions specified below and on the principles agreed with the Customer, while the rules and additional agreements deviating from the following Terms and Conditions require each time a written confirmation of the Seller. This applies in particular if the Customer includes in the order any annotations deviating from the Terms and Conditions.
4. Customers may place orders: directly in the Seller's office, by mail to the address given on the Seller's company forms, by phone, fax or e-mail on each working day of the week.
5. In justified cases, at the request of the Seller, the execution of the order requires a prior visit of the Customer at the Seller's registered office to discuss all necessary conditions of sale and delivery of goods.

II. Price

1. Prices given in the Seller's announcements and advertisements do not constitute a binding commercial offer.
2. The price should be agreed between the Seller and the Customer before the release of goods or on the day of placing the order.
3. In case of lack of arrangements regarding the price, the Seller reserves the right to invoice and apply prices valid on the day of delivery, taking into account the current price lists, customs and tax rates and possible exchange rates.
4. Unless otherwise agreed, the goods shall be delivered at prices calculated at the time of collection from the Seller's warehouse in Zamysłowo, Stęszew or Ślubice (i.e. ex Seller's warehouse).

III. Delivery terms

1. If the Customer does not collect the goods from the Seller's warehouse using its own transport or does not stipulate otherwise, the delivery shall be carried out by the transport company indicated by the Seller.
2. All costs related to the delivery of goods from the Seller's warehouse shall be borne by the Customer. This applies in particular, but not exclusively, to the following costs:
 - collection from the warehouse;
 - loading and unloading;
 - transport, including express deliveries;
 - insurance during transportation;
 - goods packaging.
3. The Customer shall bear the risk of damage, including accidental damage, to and loss of shipment, from the moment of release of goods from the Seller's warehouse to the Customer or carrier.
4. Delivery dates are given in calendar weeks from the invoice (bill) issuance date.
5. The stated delivery dates are only indicative and failure to meet them cannot result in negative consequences for the Seller. In addition, the stated delivery dates or the partial delivery date, due to unforeseen circumstances, are subject to change.
6. Any difficulties in delivery anticipated by the Customer shall be notified to the Seller in advance.
7. At the request and cost of the Customer, the Seller may make a standard insurance (the Customer's request should be made on the order or constitute a separate statement).
8. Before accepting the goods, in the event of damage or losses occurring during a period of time, the Customer (or a person authorised by it) is obliged to demand that this fact be clearly indicated in the consignment note at the time of acceptance of the goods.
9. The Seller is released from liability for total or partial non-fulfilment of obligations under the agreement in the event of Force Majeure. Force Majeure shall be understood as circumstances which occurred after the conclusion of the agreement as a result of extraordinary, irreversible natural events and other such circumstances, including disturbances in the factory or transport beyond the control of the Seller.

IV. Terms of payment.

1. The date of payment as well as the terms of payment are each time agreed with the Customer. In the absence of agreements, it is assumed that the execution of the order takes place after prior payment of the price in the agreed time.
2. In the event of a delay in the payment of the price, the Customer shall be obliged to pay statutory interest without a separate call.

3. The Customer is not allowed to make a statutory deduction from the price referred to in the provisions of Articles 498-506 of the Civil Code or any other withholding, compensation and deduction.
4. Failure to pay even a part of the price on the agreed date entitles the Seller to indefinitely suspend all other deliveries to the Customer in arrears, as well as to immediately terminate all agreements and arrangements concluded previously with the Customer.
5. Lack of payment within the agreed time limits also makes it necessary for the Customer to pay any other amounts due to the Seller.

V. Warranty.

1. All goods offered by the Seller, with respect to their manufacturing defects, shall be covered by the Seller's warranty, provided that they have been used as intended.
2. Detailed warranty rules are described in the warranty card of the given product.
3. The warranty period for the goods offered is 12 months for car tarpaulins and 36 months for marquees from the date of invoice (bill) issuance.
4. The costs of delivering the goods to the Seller or another warranty service point in order to perform the repair and the costs of accepting the goods after the warranty repair are each time charged to the Customer.
5. At the same time, the Parties exclude the Seller's liability for the goods under statutory warranty.

VI. Complaints.

1. The Customer is obliged to inspect the goods immediately upon receipt, especially in terms of their technical condition and conformity with the order.
2. In the event of damage or losses found after acceptance of the goods, the Customer is obliged to notify the Seller within 3 days from the date of receipt of goods to this effect in order to draw up a report with a description of the state of affairs. Failure to meet the above deadline makes it impossible for the Customer to file a complaint.
3. Complaints will be considered on condition that they are reported in writing within 7 days of receipt of the goods, subject to the condition described in item 2 above.
4. Filing a complaint regarding one article of the entire delivery does not justify filing a complaint regarding all goods included in the delivery.
5. In the case of acknowledging the legitimacy of the complaint, the Seller's liability is limited, according to the Seller, to the repair or replacement of defective parts of the goods within 30 days from the date of establishing the legitimacy of the complaint.

VII. Cancellation of the order and return of goods.

1. Cancelling the order is possible only with the consent of the Seller and it shall authorise the Seller to retain the previously received advance payment (if such was made) which in this case is a down payment within the meaning of Article 394 of the Civil Code.
2. The return of the ordered and delivered goods may take place only with the consent of the Seller, following a written confirmation.
3. The costs of returning the goods to the place indicated by the Seller, including unloading, shall be borne by the Customer.
4. The refund may only be made for unused goods in their original packaging. The return should be reported to the Seller within 7 days of delivery of the ordered goods.
5. The right of return does not apply to goods made to the Customer's special order.

VII. Retention of title.

1. All goods remain the property of the Seller until the payment is made with regard to all amounts related to the execution of the order which includes the goods sold to the Customer.
2. In the event of non-compliance with the Terms and Conditions, in particular delay in payment of more than 14 days from the agreed date of payment, the Seller is entitled to demand immediate return of the delivered goods, and the Customer is obliged to immediately comply with such demand.
3. The Seller reserves the right to invoice the goods as they are delivered, even if the deliveries are partial.

IX. Service performance place.

The place of performance of the service is Stęszew.

X. Settlement of disputes.

1. If any dispute arises between the Seller and the Customer related to the performance of the sales agreement, the court competent for its resolution shall be the court with material jurisdiction over the registered office of the Seller.
2. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code shall apply.