

GENERAL SALES TERMS AND CONDITIONS

These terms and conditions form an integral part of the agreement and exclude the customer's own terms and conditions. These may only be deviated from when agreed in writing. The customer explicitly acknowledges that they have read these terms and conditions and fully accept these terms and conditions without reservation:

1. An order, including any order booked by our agents or representatives, is only binding when it is explicitly accepted by us in writing. All cancellations of orders must occur in writing.
2. The goods delivered remain the property of the seller until full payment is received for the principal, interest and applicable charges. Risk transfers to the buyer upon entering the agreement.

The delivery of the goods shall occur within the agreed delivery time. The shipment costs and insurance are included in the price listed in the contract unless otherwise mentioned in the offer/contract.

The buyer must ensure that the goods can be delivered by the seller in a normal manner at the agreed place and time and thus ensure amongst other things that the place of delivery is accessible. If these conditions are not met, the buyer is required to compensate the seller for all damages, including waiting time, to reimburse storage costs and costs for the preservation of the case. If the buyer of the goods unfairly refuses a delivery, the seller is entitled to sell the goods to a third party without prejudice to any compensation for damages.

3. The buyer shall immediately check goods upon delivery. Any deficiencies must be reported as soon as possible and at the latest 10 calendar days after delivery by sending a registered letter to the seller. After this period, the seller is only liable for hidden deficiencies that make the goods unusable for the intended purpose insofar in the meantime the goods are not processed in some way and insofar the seller knew or should have known about the deficiencies.
4. Unless explicitly written in another agreement, the invoice is payable within 30 calendar days of the invoice date. In the event of non-payment of the entire price or partial price, the outstanding amount owed ipso jure shall be, without the requirement of notice of default, increased by an annual interest rate of 12% and a flat-rate compensation of 10% with a minimum of 40 EUR. Each default of payment makes all outstanding invoices due and payable and entitles the seller, after notice of default, to cancel any future deliveries or terminate the agreement without prejudice to the right to compensation.

The seller is not obliged to any compensation whatsoever that is directly or indirectly the result of goods supplied by us, except in case of serious error or intent. The seller's liability is in any event limited to the invoice value of the delivered goods. The seller does not bear any responsibility for the error of the appointees, even in case of intent or serious error. In the latter case, the buyer must address the appointees directly.

5. When one of the parties fails to fulfil its contractual obligations, the other party is entitled, after notice of default, to suspend or terminate the agreement without judicial intervention, if no useful action is taken within eight working days of the notice of default, without prejudice to the right to compensation.
6. Parties acknowledge that the invalidation of a clause in the agreement does not invalidate the entire agreement. In this case, the parties bound by the agreement undertake to replace the invalid clause with a valid clause that agrees as closely as possible with the original intent of the parties.
7. All of our agreements are governed by Polish law.