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General Terms And Conditions of Sale

§1. General provisions.

1. General Terms and Conditions of Sale (GTCS) determine the rules for concluding contracts for the sale of goods offered by company F.H.U. Alkazar, hereinafter referred to as "Seller".
2. General Terms and Conditions of Sale are an integral part of all contracts for the sale and apply to them unless the parties expressly agree otherwise. Any derogation from these GTCS requires a written form under pain of nullity.
3. The conclusion of the sales contract on the basis of a written or oral contract, submitted to the Seller by any entity hereinafter referred to as the "Buyer".
4. The date of the order shall be the date of receiving of prepayment on account of the Seller, unless parties to the contract expressly agree otherwise.
5. General Terms and Conditions of Sale are given to the Buyer. The obligation to get acquainted with GTCS is on the Buyer side. If the Buyer remains in permanent trade relations adoption by him GTCS first order is considered their acceptance for all other contracts and sales contracts, until you change the contents or the cancellation of their application.

§2. Product information.

1. All of technical information concerning the goods, species, dimensions, conversion factors, sizes, tolerances and weight and quality, resulting from catalogues, brochures and other advertising materials provided by the Seller are approximate figures.
2. The Buyer acknowledge and agree that in the case of the offered goods are applicable the appropriate national and European standards.

§ 3. Prices, quantity, quality.

1. The prices specified in the offers are binding for the period stated in the offer.
2. The prices for the goods offered by the Seller include the value added tax (VAT), unless explicitly stated otherwise.
3. A proposal for the sale of complex Buyer does not constitute an offer to sell within the meaning of the Polish Civil Code, and the only proposal of the conditions for placing an order by the Buyer.
4. Uploaded by Buyer's order should contain all relevant information about the ordered goods or services, to the extent necessary for identification and information on the preparation of goods for transport. Failure to provide this may result in the delivery of goods by the Seller incompatible with the needs of the Buyer and does not constitute grounds for complaint.

5. The costs of delivery to the Buyer as well as other additional services are determined individually when ordering. No such arrangements will mean that the receipt of goods takes place in the Seller's warehouse.
6. Any costs that may arise during the implementation of orders such as repackaging, laminating, handling and other applicable at the time the order is charged to the Buyer, unless the parties have agreed otherwise.
7. In the absence of written order confirmation the final price of goods is determined on the basis of prices applicable at the Seller on the date of the order.
8. The Seller has the right to collect prepayment from the Buyer. The amount of prepayment will be determined individually. The advance payment will be settled upon receipt of the last batch of goods. If the goods are not received by the Buyer, prepayment shall be retained by the Seller as liquidated damages.
9. All discounts granted by the Seller require individual arrangements in writing.
10. Applicable approvals, certificates, declarations of conformity or other documents confirming the quality of the goods, the Seller shall be attached to the delivered goods at the express request of the Buyer. Seller reserves the right to charge fees for these documents.

§4. Terms of delivery.

1. If the buyer receives the goods personally, the responsibility for the goods is transferred to the buyer from the moment when the goods leave the warehouse.
2. If the buyer receives the goods by carrier, the responsibility for the goods is transferred to the buyer at the moment when the carrier receives the goods. The cost of proper packaging of the goods shall be borne by the Buyer.
3. If the delivery of the goods is made by the seller, the responsibility for the goods is transferred to the buyer at the moment of the goods unloading from the car.
4. The buyer is obliged to inspect the delivered goods in terms of quality and quantity and compliance of the delivered goods ordered and made in the presence of the carrier appropriate annotation on the transport document or other proof of delivery of the goods.
5. In the event of any objections, the Buyer is obliged to immediately notify in writing the Seller of this fact, and also allow vendors to examine the delivered goods in the state intact.
6. The buyer is obliged to complete all the formalities described in the preceding paragraphs, under pain of losing the right to claim from the Seller any claims.
7. In case during the installation of the goods appear hidden defects of, in respect of which the Buyer will be asserting claims, the buyer must refrain from further assembly of the goods, protect the defective merchandise and store until its replacement or refund.
8. Supplier must be informed about hidden defects immediately after finding the existence of disadvantages, but not later than within 30 days from the receipt of goods.
9. Supplier is not responsible for untimely performance of the contract if the delay is not the result of its exclusive fault.
10. In case of delay on the delivery of custom goods the buyer can withdraw from the contract only when the delay was serious and exceeded 30 days.

§5. Complaints.

1. Warranty Card includes terms and conditions of complaint.
2. Warranty Card the buyer receives along with the invoice, after the full payment for the goods (and services) if the buyer ordered.

§6. Terms of payment.

1. Buyer must pay for the ordered goods before delivery / shipment.
2. The date of the payment the Parties agree to date of receipt of money to the account of the Seller.
3. In the event delay in payment the Seller is entitled to charge default interest in the statutory amount as of the date of expiry of the period for payment fixed in the invoice.
4. If the Buyer fails to collect the goods within the set deadline, the Seller has the right to charge the Buyer with the costs associated with storage of goods.
5. If the buyer does not receive the goods in 7 days after the deadline for reasons not attributable to the Seller, the Seller has the right to demand payment for goods and other services as if delivery of the goods held in accordance with the order.
6. If the buyer does not receive the goods within 14 days from the date stated for reasons not attributable to the Seller, the Seller will be operations stores the goods at the risk and expense of the Buyer.
7. Each partial delivery should constitute a separate transaction and can be invoiced separately by the Seller.
8. In the case of an order the Installation by Buyer (assembly) of products, Seller may agree to exercise it on our own or through a subcontractor. A prerequisite for start works is the payment for the products. Payment for the installation, the Buyer shall make immediately after the completion of the work.

§7. Retention of liability.

1. The Seller's liability related to the contract or making the sale of goods does not include repairing the damage caused to the anticipated benefits, loss of profits, loss of production, loss of market reputation, etc.
2. The Seller is not responsible for the use of the purchased goods for purposes other than those indicated in the documentation.

§8. Retention of title.

1. The Seller reserves the right to ownership of the sold goods that will pass to the Buyer only upon payment of the entire price to the Seller.
2. Until the payment of the entire price, the Seller has the right to reclaim the goods owned or controlled by Buyer or any third party to whom the goods have been entrusted. The buyer is obliged to allow vendors free access to these goods and their reception.

§9. Place of performance and place of jurisdiction.

1. The competent court to settle any disputes shall be a competent common court for the Seller.
2. The agreement shall be governed solely by Polish law.

§10. Other arrangements.

1. Is not allowed the assignment of rights arising from the agreement with the Seller in relation to third parties without the written consent of the Seller.
2. The Buyer agrees to the processing of personal data by the Seller to perform the contract, as well as for marketing purposes related to its activities.
3. In cases not covered by the provisions of these GTCS, the provisions of the Polish Civil Code.