

Terms and conditions of sale „OWS”

§1

General

1. Terms and conditions of sale (later called OWS) define the rules on the basis of which P.P.H.U. SAW-POL located in Góra Św. Małgorzaty 31A, VAT reference number (NIP) PL 726-176-47-57 later called SELLER will be realized orders from Partners later called BUYER. These conditions apply to all transactions, unless the parties agree otherwise.
2. Parties may, on the basis of the individual agreement to depart all or part of „OWS”. The conclusion of the above agreement results in the introduction of new regulations resulting from the individual agreement between the parties.
3. In the case of the contract with deferred payment deadline buyer is obliged to provide a set of valid documents of registration (entry in the business register or National Register of Court (KRS), Certificate of assigning VAT reference number and company registration number - Regon) and the written authorization for persons who can pick up the goods and sign the Goods Issued Note -document WZ on behalf of the Buyer. Above-mentioned documents the Buyer is obliged to deliver before receiving the order.
4. The buyer through an order confirms that he has read and accept the following Terms and conditions of sale.
5. Document „OWS” in the current version is always available from the website position www.sawpol.pl
6. Seller reserves the right to make changes in „OWS”.
7. These terms and conditions expire at the time of replacing them with new ones.

§2

Making offers, acceptance and order realization

1. Seller accepts to realize only orders placed in written form. For written form is understood as order sent by e-mail (on address biuro@sawpol.pl), fax (24 389 22 80), by registered letter or submitted personally at the headquarters of the Seller. Order each time should include the full name of company, address and Buyer VAT ID.
2. Seller from the moment of arrangement and explanation with the Buyer **all necessary parameters related to servicing the order** sent during the three working days a written confirmation. In confirmation of the seller determine the final price of the sale, transport conditions and the order delivery date. For written form is meant mail, fax or registered letter. If there is no response from the Buyer is considered that the Buyer accepted all the conditions set by the Seller without unreservedly.
3. Seller reserves the right to refuse an order submit by the Buyer, if the Buyer not pay payments or exceeds the allowed him trade limit, or in special cases, the inability to perform the contract due to factors beyond its control (other random causes).

4. If the contract is not otherwise specified, it is assumed that the items ordered will be made according to the technical information placed on the website of the Seller: www.sawpol.pl or according to generally accepted technical and technological solutions.
5. When the contract relates to goods on which the seller made an offer, in order should specify the offer number. In the case of partial execution of the order by the Buyer, the Seller has the right to change the previously agreed contract terms.
6. The Buyer has the right to cancel the order. This requires absolutely written acceptance of the Seller. The seller is not obliged to take into account the cancellation of the order but will cooperate with the Buyer in order to reduce transaction costs. If the cancellation has been delivered to the Seller after the start of the production process, the Buyer is obliged to pay the entire amount because of order confirmation.

§3

Prices and price list

1. Prices of goods are specified each time by offer prepared by the Seller.
2. Prices do not include tax.
Seller reserves the right to change the prices of individual specified in long-term contracts in the situation:
 - changes of material prices;
 - changes of offers suppliers.

§4

Terms of payment

1. Form of payment is determined individually for each Buyer:
 - Cash on delivery: for cash on delivery payment is considered realized at the cash desk of the Seller before giving orders from the warehouse of Seller or Seller's bank account no later than one day before the agreed date of delivery (made until 2 p.m.). As the date of payment shall be treated date of crediting the bank account of the Seller, or the date of payment of cash to the cash desk at the headquarters of the Seller.
 - For the first and individual transactions orders valid form of prepayment or advance payment for the realization of order.
2. Deferred payment:
It is possible after delivery to the headquarters of the Seller current registration documents of the Buyer (VAT reference number - NIP, company registration number - Regon, entry in the business register or National Register of Court - KRS) and the written authorization for persons who can pick up the goods and sign documents - Goods Issued Note (WZ) on behalf of Buyer. Seller may require from Buyer additional financial documents of the company. After presenting all the required documents, the Seller may grant the Buyer payment date in days from the date of delivery of the goods from the Seller's warehouse, along with a specific amount the merchant limit. Seller reserves the right to change the terms and conditions granted to the Buyer and to refuse orders

- accepted by the Seller. This objection may appear in particular with the payment arrears of the Buyer (or other financial conditions, example Change the credibility of the Buyer).
3. For date of validity shall be the date specified on the sales document.
 4. Seller retains ownership of goods until full settlement of benefits by the Buyer.
 5. All in the offer ventilation elements are manufactured only by customer orders. Seller reserves the right to require payment of advance payment, the value of which is determined individually for each order.

§5

Delivery / Supply

1. If in the offer or order confirmation is not specified otherwise, it is assumed that the place of delivery of the goods is the office of the Seller: Góra Św. Małgorzaty 25 a.
2. Within the individual arrangements seller can deliver the goods ordered by the Buyer under the indicated address. In this case, the buyer must send written authorization for persons who can pick up the goods and sign Goods Issued Note (WZ document) with the specification.
3. In case of conditions discussed in Section 2§5 Buyer is obliged to inform the Seller on writing of any obstructions (example. no ramps, unstable ground) or prohibition entries for vans of all kinds. In case of no information Buyer may be charged with pay the costs of this reason by Seller. Transport costs are each time agreed upon with the Buyer and the Buyer covers them, unless the sides agree otherwise or the Buyer fulfills agreed minimum logistics (concerns only the Polish territory).
4. The seller takes full responsibility for the goods until Buyer pick up order from the Seller's warehouse or until the courier company will pick up the goods. To the responsibility of the courier company the proper provisions are in Civil Code governing the contract of carriage and defining the rules of the carrier's liability. Seller shall not be responsible for any damage to goods in transit, especially if the Buyer has not fulfilled all the formal requirements receive damaged goods by notifying the carrier complaint at the moment of delivery of the ordered goods (fill in the damage report).
5. Responsibility for the delivered goods pass to the Buyer the moment receipt his goods and sign documents confirming compliance of the goods delivered, in terms of quantity and quality with the ordered goods.
6. The Buyer is obliged to pick up the ordered goods from the warehouse of the Seller within 10 working days from the confirmed date of the contract, except for cases when the sides establish otherwise. In the case of a delay in picking up of ordered items more than 7 days Seller may charge the Buyer a penalty of 2% of the net amount of uncollected in date the goods for each day of delay.

§6

Return of products

1. In relation to the specificity of production- strictly according to customer orders - the return of the goods in each case is considered individually, it must be approved in terms of probability of re-sale, and can relate only selected products. The possibility of returning the goods must be confirmed by the Seller (valid written form).
2. Seller may consider returning the item if it takes place not later than three months from the date appearing on the sales invoice.
3. The Seller has the right to keep the equivalent of 25% of the value of the returned goods.
4. The way and the deadline for return Buyer must agree with eligible individuals with Seller Sales Department.
5. Returned goods must be unused, clean, undamaged, free from defects, with preserved characteristics of commercial goods and in the overpack if that was sold.
6. Each of the returned items must be grouped and assigned to the sales document.
7. Transport costs for returned goods covers 100% Buyer.
8. If the returned goods does not fulfill the criteria set out in the preceding paragraphs, the Seller reserves the right to refuse to accept returned goods.

§7

Complaints and Warranty

1. Seller provides a 24-month warranty for physical defects of the products purchased by the Buyer which begins on the date of purchase. As the date of purchase shall be the date indicated on the sales document issued by the Seller.
2. Seller's responsibility for defects under the warranty is excluded.
3. Products are not subject to warranty if the seller stated that the goods were used contrary to their purpose and the work environment *.
4. Any complaints qualitative and quantitative must be delivered to the Seller in written form, and must have attached a copy of proof of purchase the product being complaint. For written form is understood as mail, fax or registered letter.
 - In the case of quantitative defects the complaint should be delivered to the Seller no later than within 24 hours of collecting the goods. It concerns goods delivered by the Seller through Courier.
 - In the case of delivery of goods Seller own transport or goods received by the Buyer from the Seller's warehouse, the Buyer is obliged to check the delivery immediately after pick up , before signing the Goods Issued Note (WZ). Signing the document WZ implies acceptance of goods without reservation. Quantity complaints filed at a later date, cannot be considered.
5. In the case of quality defects (manufacturing) the complaint should be delivered to the Seller immediately but not later than 5 days from the moment of finding created defect.
6. The Buyer is obliged to give the Seller of any information enabling him assess whether created defect can be repaired under warranty.
7. In case of hiding or give Seller false information, Buyer shall bear the cost of repairs and lost warranty.

8. If complaints are accepted an obligation of SAW-POL only covers the repair or replacement of defective product. Company SAW-POL proceed to remove defects no later than within 5 to 15 working days, depending on range made repairs.
9. The customer loses warranty rights in the case of repairs or any interference or construction changes by persons not authorized by the Seller.
10. The warranty period is not extended by the time needed to repair or replace faulty product.
11. Presumption guarantees in terms of possibility of applying or products use from the SAW-POL catalog offer does not cause on the SAW-POL side any legal consequences.
12. Individual and custom use of products in the basic offer of the Seller for the effectiveness of possible claims under the guarantee must be absolute agreed in writing.
13. In case of repair order product Customer agrees to pick up the product within 30 days from the date on which the repair should be made or the date, which was indicated as the date of receive. Buyer agrees that in case of failed to make receive of the product within the aforementioned period, Service SAW-POL is entitled to make his utilization at the risk and expense of the Buyer. The cost of storage after the deadline for receiving is 5 EUR per day.
14. Regulations in § 7 points 1, 3-13 from General Terms and Conditions of Sale of the Supplier are valid only in the territory of the Republic of Poland.

* Aggressive environment is set of external factors capable of inducing adverse changes in the structure of the material in which results the deterioration of its properties and premature deterioration.

Corrosivity category by PN-EN ISO 12944-2		Examples of environments typical of temperate climate (for information only)	
		Inside	Outside
C1	Very small	Heated buildings with clean atmospheres, for example. Offices, shops, schools, hotels.	Not applicable
C2	small	Unheated buildings where condensation may occur, for example. Warehouses, sports halls.	Atmosphere slightly polluted. Mainly areas rural.
C3	average	Production rooms with high humidity and some air pollution, for example. Food processing plants, laundries, breweries, dairies.	Urban and industrial atmospheres, medium pollution with sulfur oxide (IV). Coastal areas with low salinity.
C4	large	Chemical factories, swimming pools, shipyards ships and boats.	Industrial areas and coastal areas with medium salinity.
C5-I	very large (industrial)	Buildings or areas with almost permanent condensation and high pollution.	Industrial areas with high humidity and aggressive atmosphere.
C5-M	very large (marine)	Buildings or areas with almost permanent condensation and high pollution.	Coastal areas and away from the shore into the sea with high salinity.

Final clauses

1. Any disputes concerning the parties related to the realization of the contract will be settled in the first place in an amicable manner. If the parties can't agree an amicable manner disputed cases will be considered by the appropriate court for the registered office the Seller.
2. The applicable law of all agreements and transactions concluded with the Seller is Polish law. In matters not regulated by the GTS, the provisions of the Polish law shall apply, including the provisions of the Civil Code. Any possible disputes concerning the performance of the subject of the agreement shall be ruled by a Polish common court appropriate for the registered office of the Seller.
3. Seller reserves the right at any time to change Terms and conditions of sale, without informing the buyer. Terms and conditions of sale can be found on the Seller website: www.sawpol.pl
4. In matters not covered by these Terms and conditions of sale the relevant provisions will be defined in the Civil Code.
5. Not read or improper introduction to the Terms and conditions of sale by the Buyer does not relieve him of its validity.