

General Terms and Conditions of Sale

§ 1. General Provisions

1. These General Terms and Conditions of Sale, hereinafter referred to as CoS specify the principles of sale of finished goods and commercial goods, hereinafter referred to as Goods, offered by Małgorzata Próchniewicz, a business owner conducting activities under the business name P.P.H. „XOR” at the address 08-110 Siedlce, Żelków Kolonia, ul. Widok 17A, hereinafter referred to as the Seller.
2. The provisions of these CoS refer to the sale of finished goods and commercial goods to natural persons, economic entities, and institutional clients not conducting business activities, irrespective of their seats and areas of activities, hereinafter referred to as the Buyers.
3. Mutual Seller-Buyer agreements confirmed in writing shall have preference over the provisions of these CoS.

§ 2. Order

1. Every time the sale of Goods is done on the basis of a written order placed by the Buyer.
2. The order shall include not less than the following:
 - a) Buyer's details: full company name, registration details, in the case of private limited companies - the amount of initial capital, Tax Identification Number, full company address, full name of the person responsible for the coordination of order performance;
 - b) signatures of persons authorized to conclude contracts on behalf of the Buyer;
 - c) specification of the quantity and type of ordered Goods;
 - d) list of enclosures together with documentation regarding the order;
 - e) order completion date;
 - f) agreed unit price;
 - g) terms and conditions of payment agreed with the Seller;
 - h) information about the packaging and wrapping of Goods and methods of package labeling;
 - i) the place and conditions of deliveries agreed with the Seller;
 - j) declaration signed by persons authorized to conclude contracts on behalf of the Buyer that they have read and understood the provisions of these CoS.

3. The Sale-Purchase Agreement between the Seller and the Buyer is considered to have been concluded if on the day following the day of order submission – within the working hours of the Seller – the Buyer does not cancel, or the Seller does not refuse to accept the order.

4. The cancellation or refusal specified in the preceding point shall be in writing, or else null and void.

5. The Seller should enable the Buyer to have knowledge of these CoS when placing the order, at the latest. The Buyer is enabled to have knowledge of these Cos also when provided with a link to the website of the Seller where the CoS are published.

6. If the Buyer maintains ongoing trade relations with the Seller, and the contents of these CoS do not change, the acceptance of the CoS at one order shall be deemed as acceptance given to all other orders of the same Buyer.

7. If the Buyer does not declare in the order that he has read and understood the contents of the CoS and accepts them, the Supplier may, without consequences, stay the release of the Goods until he receives a written declaration of the Recipient.

8. In the event of a change of the company seat, place of residence or address for correspondence, the Buyer commits to notify the Seller of any such change in writing. If the Buyer fails to notify the Seller, any service done to the addresses provided in the order shall be considered effective.

§ 3. Offers, Patterns and Prices

1. Samples, advertising and other information about the Goods offered by the Seller are only informative in nature.

2. The prices specified in the price lists and offers sent to business partners are binding until the Seller notifies about their change in writing.

3. The prices specified in the price lists do not include VAT.

4. All forms of intellectual property of the Seller and, above all, designs, technological solutions, prototypes, and samples submitted with the Buyer may not be forwarded to third parties or used in any way without the knowledge and consent of the Seller.

§ 4. Provision of Services

1. The provision of a service by the Buyer shall occur whenever full payment for the service provided by the Seller is made for the benefit of the Seller.

2. The provision of a service by the Seller shall occur whenever the Goods leave the seat of the company of the Seller or the place where they are released by the Seller.

3. When the service is performed by the Seller, all risks regarding any potential loss or damage of the Goods shall pass on the Buyer.

§ 5. Financial Conditions

1. If the Buyer has not been a business partner of the Seller before, the payment for the first three deliveries shall be made immediately following the reception of the sale invoice by the Buyer.
2. In the case of a transaction amounting to under PLN 3,000.00 (in words: three thousand zlotys) net, the payment for received goods shall be made immediately following the reception of the sale invoice by the Buyer.
3. In the case of a deferred payment transaction, pursuant to Article 589 of the Civil Code the Seller shall reserve the ownership of the Goods until full payment is made by the Buyer.
4. The ownership rights to the Goods shall be transferred to the Buyer gradually, as payments for the Goods are made for the benefit of the Seller.
5. The Buyer who has modified, improved or combined the Goods purchased from the Seller with other movable items may not claim reimbursement of the funds spent on the said improvements from the Seller.
6. If, as a consequence of a failure to pay the balance due for the purchased Goods, they are returned to the Seller, the Buyer shall have the duty to cover the cost of transport for the return of the items to the seat of the Seller.
7. If the unpaid goods have been used, damaged, modified or, for any reason, they are not in the possession of the Buyer, the Buyer shall pay damages to the Seller in the amount of the unpaid balance due together with statutory interest for the late payment.
8. If the Goods purchased from the Seller are transferred to third parties at a fee, under these CoS the Buyer shall delegate the rights to the liabilities from those parties to the Seller up to the amount of its liabilities for the Goods to the Seller.
9. The condition of acceptance of any further orders of the Buyer is timely payment of any balances due for the supplied goods.
10. If, at the time of placement of another order, the Buyer uses deferred payment terms due to previous deliveries which have not yet reached their due dates, another order may be accepted only if the payment of previous liabilities or the payment of 50% of the net value of the new order as an advance payment is made.

§ 6. Complaints

1. Any complaints shall be submitted by the Buyer in writing.
2. The Buyer shall run a quantitative check of the Goods immediately following their reception and shall report any claims as to the quantity not later than on the business day following the day of Goods reception.

3. The complaints due to damages in transport in the case of deliveries carried out by a shipping company shall be examined only if the Buyer reports the damage and the type of damages to the shipper's representative and the latter records it in the form of a Report, and produces the above Report signed by the representative of the shipper to the Seller.
4. Complaints regarding quality shall be submitted by the buyer within 30 days from the date of Seller's service performance together with a sample of the goods in question and a description of the revealed defect.
5. Failure to report the claim within the above provided period should be understood as an acceptance of the Goods as meeting the requirements of the Buyer.
6. The liability of the Seller under the law for warranty for defects shall be excluded.
7. The basis for the examination of any claims regarding quality with respect to visible defects of the Goods are the following Polish Standards: PN-72/P-06723, PN-92/P84750, PN-85/P-04897 or their European or international counterparts.
8. A complaint may be lodged against a cut, applied technological solution, size, decoration and color only if the Buyer had precisely set out his expectations in this respect in the order or if he had received prototypes of the ordered Goods.
9. If the complaint may not be settled or if it is impossible to determine the value of the parameters of the Goods in question at one's own discretion, the Seller shall appoint a specialist accredited institution to conduct any necessary expert analyses.
10. In the event of an unfounded complaint, the Seller will charge the Buyer with the cost of conducted expert analyses.
11. The submission of a complaint does not constitute the basis for the stay of payment for the questioned Goods.

§ 7. Personal Data Protection

1. Through the acceptance of these CoS, the Recipient agrees to the processing of his personal data by the Seller for accounting and marketing purposes.
2. The Recipient shall have all rights under the Act on Personal Data Protection of 29 August 1997 (J. of Laws of 1997, No. 133, Item 883), in particular, he has the right to review his own data.
3. The Recipient agrees to the reception of XOR's commercial contents by electronic means.

§ 8. Final Provisions

1. In all matters not provided for herein, the provisions of the Polish Civil Code shall apply.

2. Where an amicable settlement of a dispute cannot be reached, upon a mutual consent of both the Buyer and the Seller, an attempt may be made to settle the dispute by a selected Court of Arbitration.

3. If a Party does not consent to the choice of the form of arbitration or if the type of dispute excludes this form of solution, the dispute shall be settled by the common court having jurisdiction over the seat of the Seller's company.

4. If any of the individual provision of these CoS is invalid due to its incompatibility with the law, the remaining provisions shall remain valid.