ELPOL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
Osina Mała 14
98-358 Kiełczygłów,
NIP: PL5080085750
tel. +48 43 842 56 16

GENERAL SALES CONDITIONS

1. These General Sales Conditions (GSC) shall apply to contracts of sale of goods concluded by the Buyer with the Seller - Elpol Sp. z o.o. and Elpol Sp. z o.o. Sp. k.
2. Seller - Elpol Sp. z o.o., with its registered office in Osina Mała 14 98-358 Kiełczygłów, KRS 0000380997, NIP: 5080085750, Regon: 101058458 and Elpol Sp. z o.o. Sp. k. with its registered office in Osina Mała 14, 98-358 Kiełczygłów, KRS 0000693939, NIP: 8982236492, Regon: 368209611.
3. Buyer - customer purchasing the products
4. Payment term - the day on which the payment for the goods becomes due, i.e. the day specified in the contract or on the invoice.
5. GSC does not apply to consumers.
6. The Buyer shall be obliged to acquaint himself with the provisions of these GSC before the final agreement of all essential elements of the contract, however, not later than at the time of conclusion of the Contract.
7. In the event that particular provisions of GSC prove to be ineffective or are excluded from the contract concluded with the Buyer, the remaining GSC remain in force.
8. The GSC are generally available at the registered office of the Seller and on the Seller's website.
9. In the situation where the Buyer remains in permanent business relations with the Seller, acceptance by the Buyer of GSC for one transaction shall mean acceptance of application of GSC for all other sales agreements between the parties, unless the Buyer makes any explicit reservations in this respect.
10. By placing an order, the Buyer declares that he has read these GSC and undertakes to comply with them. These GSC excludes general conditions of purchase/sale of the Buyer.
11. Notices, advertisements, pricelists and other information about Products made available by the Seller (including e-mail or on the website) are not an offer according to the Civil Code, but constitute an invitation to negotiations.
12. The condition of concluding a contract is placing an order by the Buyer in writing or verbally (in person, by phone, by e-mail, fax or generally available messengers used by the Seller) and a written confirmation of its acceptance by the Seller. In case of orders placed over the phone, the Seller shall not be liable for possible errors resulting from the misunderstandings arising from the content of the conversation.
13. In the case of permanent cooperation, acceptance of an order may be made by commencing its execution. Permanent cooperation shall be understood as the execution of at least a second order.
14. Subject to exceptions provided in these GSC, from the moment of confirmation of the order by the Seller, its cancellation without the Seller's consent is not possible. In the case of the intention to cancel the order by the Buyer, he shall bear all costs which have already been incurred by the Seller in connection with the accepted order and its preparation for the Buyer.
15. The Order should indicate at least: the Buyer's details (company name, address, VAT number, telephone number), quantity and type of the ordered Goods, preferred date

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and conditions for the collection (delivery) of the Goods. The Seller reserves the right to cancel the order in case of lack of contact with the Buyer.

16. Unless the parties agree otherwise, time period for the execution of an order is from 5 to 21 working days from the date of confirmation of order by the Seller. Delivery of the Goods by the Seller takes place in accordance with the conditions agreed in the order on the basis of Incoterms 2020. In case of unavailability of the ordered goods, the Seller, within 7 working days from the date of receipt of the order, shall inform the Buyer about the expected date of availability of the goods, by e-mail or fax. If within two days the Seller does not receive from the Buyer a declaration of non-acceptance of these conditions sent by fax or e-mail, it shall be considered as the Buyer's consent to conclude an agreement on these conditions. If the goods are not available from the Seller's Suppliers, the Seller has the right to cancel the order.
17. In the event of an extension or change of the delivery date by the Buyer or in the event of non-acceptance of the Goods by the Buyer, the Seller has the right to charge the Buyer with the costs of transport and storage of the goods to the amount equivalent to that incurred by the Seller for this purpose.
18. At the Seller's choosing, he shall have the right to suspend the execution of an order in whole or in part or to withdraw from the execution of the further part of the order in whole or in part if:
    a) the Buyer is in delay with any payment for Goods earlier delivered,
    b) the credit limit agreed with the Purchaser has been exceeded, which means the limit of the Seller's receivables from the Purchaser increased by the value of confirmed orders, interest and collection costs.

    In the event of occurrence of any of the above mentioned prerequisites, the Seller may exercise the right to withdraw from the agreement within 180 days of ordering the Goods.
19. In the event of circumstances indicating a risk of timely payment of obligations towards the Seller by the Buyer, the Seller reserves the right to withhold delivery of the Goods and refuse to accept new orders until the Buyer provides appropriate collateral for payment of his liabilities.
20. Stoppage in production of Goods, change in its significant parameters or problems with receiving its own supplies by the Seller shall entitle the Seller to withdraw from the agreement.
21. The form and method of collecting the Goods (Incoterms 2020) shall be agreed between the Seller and the Buyer each time in the order.
22. Self-collection of Goods by the Buyer should take place only after a written notice of pick-up, including the exact date of pick-up, vehicle registration numbers and the name of the driver picking up the load.
23. The Buyer may instruct the Seller to deliver the Goods - for an agreed price. In such case, the Seller may use its own transport or order transport from any transporter at the cost and risk of the Buyer. Unloading of the Goods shall take not more than 2 hours. Each subsequent hour shall be invoiced to the Buyer in the amount of EUR 80 /h.

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24. In the case when the Seller arranges transportation of the ordered Goods:
    a) the unloading is done in at the place indicated by the Buyer, where unloading activities are ensured by the Buyer, who bears full responsibility for them and covers the necessary costs, and is obliged to check whether the loaded Goods are correct and complete, recieve a set of documents related to transport. The Buyer shall be obliged to report any transport complaints found during unloading within 2 days of delivery.
    b) the driver has the right to refuse driving to the place of unloading if there is a risk of damage to the vehicle or the Goods. In such a situation, the driver may demand from the Buyer a written statement of acceptance of full legal and material liability for any possible damages. If the Buyer refuses to provide such a statement, the Goods shall be deemed to have arrived at the indicated place in due time.
25. The Seller shall not be liable for damages resulting from failures or delays in delivery (including losses, lost advantages) caused by actions or negligence of the transport company
26. With the exception of one-way pallets, all packaging shall be returned under pain of charging the Buyer with the costs of such packaging. If the Buyer fails to return the packaging within 14 days from the date of delivery of the Goods, the Buyer shall pay the Seller a fine according to the Seller's price list for each case of failing to meet the obligation of timely return of packaging.
27. The buyer is obliged to check the conformity of the goods delivered with the order immediately after receiving them. The Buyer is obliged to check, in particular: condition of the Goods, quality, quantity and range. Incorrect quantities and visible quality defects shall not be taken into account after receipt of the Goods. In the event of finding shortages or damages of the Goods - the Buyer is obliged to draft a protocol confirmed by a readable signature of the transporter (or driver carrying out his own transport for the Seller) or the Seller's representative and report the defects or damages of the Goods to the Seller within 2 days from the date of delivery at the latest or otherwise the claims against the Seller shall no longer be valid.
28. In case of detection of hidden quality defects of the goods under contract, the Buyer is obliged to notify the Seller about them immediately, in writing, no later than within 2 days from the date of detection of defects, but no later than within 14 days from the date of delivery, otherwise the claim against the Seller shall no longer be valid.
29. The Buyer cannot refuse to accept all the ordered goods due to insufficient quantities or damage to only some of the Goods.
30. The Seller shall not be liable for defects of the Goods resulting from improper storage of the Goods.
31. In case of reporting defects in the goods, the Buyer is obliged, at the Seller's request, to make the disputed goods available for testing by the Seller's representative or an authorized laboratory, insurer's representative and to secure a sample of the Goods along with a protocol of its collection.

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32. Claims submitted after the deadline and without observing the above rules shall not be considered by the Seller
33. The Seller shall not be liable for defects in the goods, which were known to the Buyer at the time of concluding the agreement/Contract.
34. The Buyer does not have the right to refer to the specification of Goods used by the Seller and the Seller's reassurances and information of the Goods. All descriptions of the Goods and other information contained on the website and in other documents of the Seller are protected by copyright and their use without consent of the Seller is prohibited.
35. In the event of a complaint against the Buyer by a second buyer of the Goods, the Buyer is obliged to independently and at his own expense to take all possible measures to protect against such a claim, including securing evidence and establishing the occurrence, nature and causes of defects within 14 days of receipt of the complaint. Should a further claim be submitted to the Seller due to defectiveness of the Goods, the Buyer shall be obliged to attach evidence confirming that the Goods have become defective as a result of action or negligence of the Seller and evidence confirming proper performance of obligations ensuing from these GSC.
36. Parties to the sales contract exempt the use of legal regulations concerning the guarantee for physical or legal defects of the sold goods. The Seller shall be liable for physical defects of the Goods exclusively on the terms specified in this GSC, provided that the Buyer observes all conditions stated in this GSC.
37. In the event of a delay in the collection of all or part of the ordered Goods by the Buyer, the Seller shall be entitled to demand from the Buyer a penalty in the amount of 50% of the value of uncollected goods.
38. In the event that the Seller withdraws from an agreement due to the buyer's failure to collect the goods within the agreed time frame, the seller may demand from the buyer payment of a penalty amounting to 50% of the value of the contracted goods, as to the contract which the Seller withdrew from.
39. The Seller reserves the right to claim damages in excess of the value of the stipulated penalties in accordance with the general principles provided for in the Civil Code.
40. The Seller's liability towards the Buyer resulting from execution or improper execution of a Contract is limited solely to liability for intentional fault of the Seller and only to the actual loss in the assets of the Buyer, subject to that the maximum amount of compensation due to the Buyer cannot exceed the net value of ordered Goods delivered within part of a certain batch of Goods
41. The Buyer shall be obliged to pay the agreed price for the goods within the time period specified in the contract or on the invoice. The Buyer authorizes the Seller to issue a VAT invoice without the signature of the Buyer, accepting the value of the obligations.
42. Payment date shall be the date on which the payment is credited to the Seller's bank account or the date of payment in cashPayment date shall be the date on which the payment is credited to the Seller's bank account or the date of payment in cash.
43. In case of delay in payment for the sold Goods, the Seller shall charge interest for delay for commercial transactions.

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44. The Buyer is not entitled to make deductions of debts owed to him by the Seller or cession of receivables, unless he receives a prior written consent of the Seller. Rights and obligations resulting from an Agreement may be transferred to third parties only with the Seller's consent, expressed in writing otherwise shall be null and void/Invalid.
45. The Seller shall have the right of ownership of the Goods until the Buyer pays the total price for the delivered Goods together with possible costs of transport and other costs. Until the time of transfer of ownership of the Goods to the Buyer, he is required to release to the Seller the purchased Goods (in the condition not deteriorated and unchanged in quality) at the first call of the Seller, as well as the Seller is entitled to enter the area where the Goods are stored and immediately collect the Goods at the cost and risk of the Buyer, without the need to obtain additional authorization. Until the time of transfer of ownership of the Goods to the Buyer, before further sale of the Goods, the Buyer is obliged to obtain the Seller's consent granted in writing otherwise being null and void and to ensure that the Buyer joins the debt otherwise the Buyer shall pay to the Seller a fine in the amount of three times the value of the Goods sold but not paid by the Buyer and immediate enforceability of the Seller's claims.
46. An order, delivery/collection protocol for the Goods and an invoice are proof of acknowledgement of the Seller's claim by the Buyer.
47. The Seller shall not be liable for non-performance or improper performance of his obligations towards the Purchaser as a result of extraordinary circumstances (i.e. natural disasters, wars, riots, roadblocks, strikes, fires, epidemics), as well as due to lack of availability of goods as a consequence of non-performance or improperly performed obligation of the Seller's supplier, as well as unexpected market price change, unless the Seller could not have foreseen or prevented such circumstances, despite exercising the utmost professional diligence. The Seller shall inform the Purchaser immediately about such circumstances. In such a situation the Seller shall be entitled to withdraw from the agreement.
48. The Seller is the Buyer's Data Administrator. The Seller collects and processes personal data of the Buyer and persons representing him or her and persons responsible for the Buyer's obligations under Article 23 par. 1 point 1 and 3 of the Act on Personal Data Protection in order to conclude and perform the Agreement (including for issuing VAT invoices and financial reporting). The Seller, with the consent of the Buyer and their representatives and persons responsible for the Buyer's obligations, shall inform the aforementioned persons about the right to access and correct personal data, the right to control the processing of personal data, and that providing personal data is voluntary, however, it is necessary in order to properly perform the Agreement and deliver the ordered Goods.
49. These GSC come into effect from 1 January 2021.
50. The GSC can be subject to change. Orders placed before the date of introduction of changes to these GCS are executed on the basis of the provisions of GCS in force on the date of placing an order for the Goods.

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51. The provisions of the GCS are applicable to all sales contracts concluded by the Seller. Both parties conclude that it is ineffective and unjustified for the Purchaser not to be familiar with GSC after the conclusion of the contract in writing, processing of the order along with the receipt of the invoice or having received a written acknowledgement of the order for processing from the Seller.
52. The place of executing the contract and the obligations and commitments resulting from it, even if partly, is the Seller's registered office.
53. The parties are obligated to inform the other party of every change of their registered office or place of residence and address for mailing otherwise mail sent to the previously known address shall be deemed to have been effectively delivered.
54. Both parties will strive to settle amicably any disputes arising in connection with the execution of contracts covered by these GSC. In case of the inability to settle a dispute amicably, appropriate place and venue will be a court with jurisdiction in the registered address of the Seller, under Polish law.
55. These GCS have been drawn up in Polish language version. In the situation of its translation by the Buyer into a different language other than Polish and any discrepancies between the language versions, the Polish version of GSC shall apply.