

GENERAL TERMS OF SALES AND DELIVERY

PS LIFT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ WITH HEADQUARTERS IN RACOT

§1 General Provision

1. These general conditions of sales and delivery (hereinafter referred to as "GTSD") apply to all binding legal relationships related to contracts of sale of the products between PS Lift Spółka z ograniczoną odpowiedzialnością with headquarters in Racot, ul. Kościańska 2a, 64-000 Kościan, registered in the Register of Entrepreneurs of the National Register Courthouse kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, IX Economic Department of the National Court Register, under KRS number: 0000327140, NIP: 6981801753, REGON: 301087117, hereinafter referred to as the Seller and contractors (hereinafter referred to as the Ordering Party), unless the parties of the transaction decide otherwise, by virtue of a separate, written agreement.
2. These GTSD also apply to the contracts concluded via the Seller's online store in the non-regulated scope of Seller's online store policy.
3. The Ordering Party should be understood as a legal entity, an organizational unit without legal personality and a natural person conducting business activity, carrying out or intending to carry out an Order as part of its business.
4. The term Tpay used in these GTSD should be understood as the online payment service tpay.com, which is maintained by the National Payment Integrator S.A. based in Poznań, at ul. St. Marcin 73/6, 61-808 Poznań, entered into the National Court Register kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Department of The National Court Register under KRS number: 0000309098, share capital PLN 4 848 500.00 paid in full, with REGON no. 300878437, NIP: 777-306-15-79, address website: <http://tpay.com>, e-mail: kontakt@tpay.com.
5. GTSD constitute as an integral part of all of the offers, prospectuses and information of the Seller, the Seller's orders and contracts, and they are valid throughout the duration of the trade cooperation. By submitting an order the Ordering Party confirms that GTSD are known and accepted by the Ordering Party and consents to their validity as part of the legal relationship between the parties.
6. In the event of using the contract template by the Ordering Party, the provisions herein contained are applicable only if the Seller agreed in writing on its validity, as part of the legal relationship between the parties.
7. Unless otherwise stipulated by the Seller, a sales proposal made to the Ordering Party by the Seller shall remain valid for 30 days.
8. No information, offer, prospect or offer given to the Ordering Party by The Seller shall not constitute a binding offer as stipulated in the Civil Code
9. The order sent by the Ordering Party must contain detailed information about the ordered product to the necessary extent for its identification and data on the conditions of the order fulfillment required by the Ordering Party.

10. The contract is concluded by submitting a written order by the Ordering Party and its acceptance by the Seller. The order may be sent by post, fax or e-mail. The order is deemed accepted for processing upon confirmation by the Seller, or an authorised entity, of the order acceptance, via fax, post or e-mail.
11. Placing an order is not binding for the Seller and lack of the Seller's response shall not mean silent acceptance of the order.
12. If the Seller accepts the order with reservations, the Ordering Party is bound by the content of these reservations, unless he or she presents its possible remarks immediately. Immediate presentation of comments is considered to be the submission of a new order.
13. The fact of accepting the order does not bind the Seller in a situation where, for reasons beyond his control, in particular due to force majeure or the behavior of the Ordering Party or third parties (including suppliers of the Seller), delivery and sale of the products are impossible or excessively difficult. The Seller shall inform the Ordering Party about this fact.

§ 2 Payment Terms

1. The Ordering Party, who makes the transaction with the Seller for the first time, is obliged to pay the Seller the entire price of the product:
 - With cash at the Seller's premises (in the case of a personal reception of the product);
 - Cash on delivery
 - By bank transfer to the bank account of the Seller before the shipment of the Ordering Party's order.
2. Terms of payment regulated in § 2 section 1 above also apply the Ordering Parties on second and third transaction made with the Seller.
3. Terms for regulating payments by other Ordering Parties, than those referred to in §2 section 1 and 2 of GTSD, the Parties may agree individually. Unless otherwise agreed, the price the Ordering Party undertakes to pay the Seller is payable by bank transfer on the Seller's bank account within the time specified on the invoice. The seller may provide for the necessity of prepayment by the Ordering Party.
4. All prices provided by the Seller are net prices, which must be enlarged by VAT tax according to the rate applicable on the day of issuing the invoice.
5. The price is paid in Polish zlotys or in euros depending on the arrangements made by the parties.
6. The prices, unless otherwise agreed, do not include costs of insurance, delivery, assembly and service.
7. In the case of bank transfer, the day of payment shall be recognized as the day of crediting the Seller's bank account.

8. Any costs that may arise during the execution of the order e.g. repackaging, reloading, insurance, bank fees and other charges as well as taxes applicable during the execution of the contract, shall be charged to the Ordering Party, unless the parties agreed otherwise in writing.
9. Resignation by the Ordering Party from the fulfillment of the order in any form and in any mode after its confirmation by the Seller authorizes the Seller to charge a contractual penalty in the amount of:
 - o The equivalent value of the order for products made as a special offer
 - o 30% of the value of the order in case of the rest of the products.

The Seller reserves the right to claim from the Ordering Party for payment of compensation exceeding the reserved stipulated penalty amount.

10. The Ordering Party is not entitled to suspend payments or set-off their receivables towards the Seller with other receivables, except for cases in which the claims of the Ordering Party towards the Seller have been confirmed by a final court judgment or have been recognized by the Seller. The transfer of the Ordering Party's receivables in regard of the Seller requires the consent of the Seller expressed in written form under pain of nullity.
11. In the interest of stipulated penalties, referred to in § 2 section 9, all payments made by the Ordering Party are included.

§ 3 Delivery

1. The Seller delivers products through the transport company PEKAES Sp. o.o. or other carrier. The choice of the carrier by the Seller is binding for the Ordering Party. The seller enables the personal collection of products by the Ordering Party in the Seller's headquarters. The personal collection of products for the Ordering Party may be made only by a person who has a relevant written authorization from the Ordering Party.
2. The place and the date of delivery or the collection date are agreed individually by the Parties. The delivery dates, agreed and indicated in the order confirmation, are informative. A failure to keep the delivery date by the Seller authorises the Ordering Party to pursue its rights only if the Seller does not effect the delivery despite the fact that new dates were agreed in writing.
3. If the Seller fails to deliver the product to the Ordering Party on the agreed date due to an obstacle created for reasons beyond his control, that is, due to untimely delivery of the product by suppliers of the Seller, a force majeure, an unpredictable disturbances at the Seller's work – e.g. blackouts, transport and customs delays, transport damages, such as roadblocks, time restrictions in road freight transport, deficiency of materials and primary products – the execution period shall be extended by the duration of the obstruction.

4. In the event of the agreement of personal collection of the product by the Ordering Party at the Seller's headquarters, the Ordering Party is obligated to its immediate reception, once the Seller has provided information on its availability. Any delay in taking delivery by the Ordering Party authorizes the Seller to charge the Ordering for storage costs.
5. The Ordering Party is charged for the delivery costs, unless The Seller has agreed to cover the costs.
6. The Seller is entitled to perform the contract through partial deliveries, after prior agreement with the Ordering Party.
7. The risk of loss or damage of the product passes from the Seller to the Ordering Party the moment the product is issued to the Ordering Party and in the case of entrusting the goods to the carrier when the products are handed over to the carrier, regardless of who bears the delivery costs.
8. In the event that the parties have not agreed in detail on packaging of products, it will be presumed that delivered products should be delivered wrapped or unpackaged – in accordance with applicable regulations and standards in force at the Seller's enterprise or in its suppliers' companies. The packaging cost is the Seller's own cost. The packages are not recoverable.

The Ordering Party is obligated to inspect the received product, especially the quality, quantity and the assortment of the delivered goods right after its issuance and to make a proper annotation on the waybill or other proof of delivery, and immediately notify the carrier (in accordance with the relevant transport regulations) and the Seller in writing, any reservations in this regard and allow the representative of the Seller to investigate, immediately the intact products

The Ordering Party's acceptance of the products without examination or non-notification of objections immediately after examination of the products shall be considered as confirmation that the goods have been delivered correctly, in the correct quantity and have the correct features and properties.

9. If, due to the type of packaging or for other reason it is not objectively possible to immediate control of the product, acceptance inspection should include at least the consignment note, quantity and condition of packaging, appropriate data information on the packaging and visible external damages. Right after it is objectively possible, however, at the latest, when unpacking the product before it is about to be used, not later than 2 days from the issuance, there should be detailed and full inspection of the product
10. Under pain of losing the right to seek claims from the Seller due to the lack of quantity or delivery inconsistency with the order confirmation – the Ordering Party shall be required to meet all formal requirements stipulated in the preceding paragraphs, in particular, the Ordering Party shall report immediately to the Seller of any irregularities found when discovered, not later than within 2 days of the issuance of the product.

§ 4 Nonperformance by the Seller

1. If the Ordering Party does not properly fulfill its obligations to pay the price, or a part of the price, in particular does not pay the price or a part of the price in a fixed time limit, or if the payment of the price or its part by the Ordering Party is doubtful due to its financial status, the Seller's receivables towards the Ordering Party become immediately chargeable. In such a case, the Seller may refrain from fulfilling his services until the Ordering Party presents an appropriate provision or payment of the entire price in advance.
2. If the Ordering Party fails to fulfill its obligations to pay the price or part of it duly, in particular it fails to pay the price or its part in the agreed amount at the agreed time, the Seller may also:
 - Set an additional deadline for payment, and after an ineffective period withdraw from the contract;
 - Require the Ordering Party to repair the damage resulting from the default of the Ordering Party;
 - Require statutory interest payment from the Ordering Party;
 - Require the Ordering Party to return the products issued to him with retention of title as defined in GTSD, the return will be at the expense of the Ordering Party, no later than within 14 days from the day the return request in writing is delivered to the Ordering Party by the Seller.

§ 5 Retention of title

1. The Seller reserves the ownership of the subject of the delivery issued to the Ordering Party up to the moment of satisfying all claims serving against the Ordering Party, regardless of their legal basis, and the time in which they arose.
2. The seller is entitled, at his own recognition, to purchase, at the Ordering Party's cost, an insurance of products covered by the reservation of title from theft, destruction, fire, water and other damages that reduce the value of these things, unless the Ordering Party proves that the party have bought such an insurance.
3. Within the period of retention of title, the Ordering Party is allowed to use items whose ownership has been reserved in accordance with their intended use in the scope of the business activity of the company.
4. If the Seller requests the return of items, covered by the reservation of title, the Ordering Party is responsible for its return without deterioration, in relation to the state in which the items were at the time of accepting the subject of the order.
5. The Ordering Party cannot dispose the items, covered by the retention of title, or burden any of these in any way, it cannot sell, rent, pledge or provide any kind of security on those items, unless the Seller agrees on such an activity in writing.

§ 6 The Seller's Principles of Liability

1. The Seller provides the warranty with the Ordering Party for the period of time, in the scope and on the terms indicated in a separate warranty document, as long as such a document was issued to the Ordering Party.
2. The Seller is only liable for sustained damage suffered by the Ordering Party, if caused by intentional guilt or gross negligence of the Seller. In doubt, the Seller's liability does not include compensation for damage regarding expected benefits, lost profit, production losses, loss of market reputation, etc.
3. Liability for the product having certain features or usefulness of the delivered product to the desirable objectives of the Ordering Party, the Seller bears only on condition that he has given the Ordering Party written assurance that the product has certain features or that it is useful for these purposes.
4. The liability of the Seller under the statutory warranty for defects of goods are excluded.
5. The Seller is not responsible for wrong or improper interpretation of information and technical data included in catalogues, brochures, websites and other commercial materials received or obtained by the Ordering Party.
6. Exploitation and maintenance of the product that is inconsistent with its intended use, operational requirements, manufacturer's clues or technical knowledge does release the Seller from the liability provided with the regulations and GTSD's terms.
7. Exclusion or restriction of the Seller from the liability includes also exclusion or restriction from civil liability of the employees of the Seller, its representatives and persons who were entrusted with handling the service.

§ 7 Confidentiality

1. Any information that the parties have known on the negotiation stage, contract conclusion, or contract execution, and the ones that have been transmitted by one party to the other party with confidentiality restrictions shall not be released to the third party.
2. The obligation above is extended to representatives, proxies, and employees of the party.
3. The obligation of keeping confidentiality does not apply to the situation in which the party is obligated to release determined confidential information, in accordance to mandatory legal regulations, final court decision, or final administrative decision.
4. The infringement of the prohibition referred to in Article 7(1) creates liability for damages towards the second party, if the party has suffered damage as a result of an unauthorized disclosure

§ 8 Governing law and settlement of disputes

1. The parties shall seek to amicably resolve any disputes.
2. Any disputes arising out of the GTSD terms and also contracts and orders shall be submitted by the Parties to decide by the Polish common court of law, appropriate to the Seller's registered office.
3. The law applicable for all contracts concluded with the participation of the Ordering Party with the use of presented GTSD is Polish law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, made in Vienna on April 11, 1980.

§ 9 Final Provisions

1. For the matters not covered by these General Terms of Sales and Delivery the civil law provisions and other relevant provisions of applicable law are valid.
2. The invalidity or unenforceability of these GTSD provisions shall not cause the invalidity or unenforceability of the other provisions of the GTSD and the contracts based on them. In such a case, instead of an ineffective or unenforceable provision, hereby applies the one which most fully reflects the purpose of the conclusion by contract parties with the use of GTSD.