



General Sales and Delivery Conditions

GSADCs

Trzebnica '2020



PLAST-MET Systemy Ogrodzeniowe Spółka z Ograniczoną Odpowiedzialnością Spółka Komandytowa

ul. Milicka 34 55-100 Trzebnica tel. +48/71/312-07-93; fax. +48/71/387-08-30

e-mail: biuro@plast-met.pl www: www.plast-met.pl



General Sales and Delivery Conditions - PLAST-MET Systemy Ogrodzeniowe Sp. z o. o S.K.

GENERAL SALES AND DELIVERY CONDITIONS

The General Sales and Delivery Conditions form an integral part of the contracts of sale and services provided by PLAST-MET Systemy Ogrodzeniowe Sp. z o.o. Sp. K. with its registered office in Trzebnica at ul. Milicka 34.

I. DEFINITIONS:

1. GSADC - the General Sales and Delivery Conditions - regulations specifying trade relations and rules of delivery of goods between the parties, the Seller and the Buyer.
2. Seller - PLAST-MET Systemy Ogrodzeniowe Sp. z o. o Sp. K., ul. Milicka 34, 55-100 Trzebnica, NIP: 9151793747, REGON: 360251140.
3. Buyer - a business entity or a natural person buying Goods from the Seller in accordance with the GSADC.
4. Parties - Seller and Buyer.
5. Goods - articles and products sold by PLAST-MET Systemy Ogrodzeniowe Sp. z o. o Sp. K.
6. Service - assembly and service activities undertaken to meet customer needs performed by PLAST-MET Systemy Ogrodzeniowe Sp. z o. o Sp. K.

II. GENERAL PROVISIONS

1. These general conditions of sale and delivery apply to all contracts for the sale of Goods concluded between the Parties: Seller and Buyer.
2. These General Terms and Conditions are the complete and sole contractual regulation binding parties on the sale and delivery of Goods. Thus, the parties exclude the use of any other contractual provisions. All other regulations applied by the Buyer do not apply.
3. The provisions of these General Terms and Conditions may be amended only in writing to be valid. The conclusion of a separate sales contract excludes the application of these General Terms and Conditions only to the extent regulated therein in a different manner.
4. The Seller declares that the Goods sold by it meet the quality requirements, are correctly, permanently and legibly marked in accordance with the requirements set out in the laws of the country of delivery and the legal requirements of the European Union.
5. The Seller guarantees the quality of its products by issuing the following documents: Declaration of Conformity and Declaration of Performance.
6. The Seller reserves the right without notifying the Buyer to introduce technological changes improving the quality and functionality of its products.
7. The current version of the GSADC is available on the Seller's website at - www.plast-met.pl.

III. ORDERING GOODS

1. Placing an order or signing a cooperation agreement means that the Buyer has read the contents of GSADC, understands them and considers them binding.
2. Deliveries are subject to the Incoterms 2010 (or any subsequent updated version of these terms) issued by the International Chamber of Commerce.
3. The transaction is carried out only on the basis of the Buyer's written orders. Sending an order by e-mail and through the PM OGRODZENIA programme in this respect shall be deemed to be in writing.
4. The order binds both parties, unless the Seller refuses to accept the order for processing within 3 business days from the date of order.
5. The order must contain at least the following data:
 - Buyer's data
 - product type
 - quantity with unit of measure
 - investment address and delivery/collection method
 - price, form and date of paymentProviding incorrect or incomplete information in the Order is charged to the Buyer.
6. Dates of orders are determined individually each time. The completion date shall run from the date of confirmation of the order by the Seller, containing all necessary information for its completion, including accepted and confirmed executive drawings.
7. The person signing the order declares that s/he is authorized to make commitments on behalf of the Buyer.

IV. COLLECTION/DELIVERY OF GOODS AND SERVICES

1. The Seller shall make every effort to prepare the Goods for loading in packaging protecting them against damage during transport and allowing for free loading, unloading and identification.
2. The Buyer is obliged to immediately collect the ordered Goods within the agreed and mutually confirmed deadline, not exceeding 4 weeks from the date of production of the Goods.
3. In the case of failure to collect the ordered Goods within the agreed time limit by the Buyer, the Seller may charge a storage fee for each commenced month. The Seller is not responsible for any effects of storage.
4. The Seller may also attempt to sell the goods ordered and not collected by the Buyer on the agreed date for a price lower than that agreed with the Buyer and claim compensation for the resulting loss from the Buyer.
5. The Seller requires that the storage of the Goods at the Buyer's premises take place in covered, dry and well-ventilated rooms.
6. The Buyer is obliged to read the technical data of the Goods before ordering. The Seller delivers the Goods in accordance with the order placed and is not responsible for its further use by the Buyer.
7. Dissemination and sharing of technical data with third parties, in particular technical drawings made or made available by the Seller is prohibited and constitutes a violation of the Seller's

rights. An exception is made for illustrative drawings made available in catalogues, leaflets, published on websites.

8. When delivering the goods to the place of investment or another place agreed by the Parties, the Buyer shall make every effort to unload the Goods immediately and provide as part of the place of delivery an unloading yard, hardened and prepared for the entry (as well as necessary manoeuvres and departure) of vehicles with a maximum load capacity of 24 tons. The Buyer is also obliged to provide people and appropriate equipment for unloading the goods taking into account the weight and dimensions of the ordered items.
9. If the Buyer is not able to conduct the collection of Goods, does not perform it or refuses to perform it, or if it is not able to provide safe and appropriate access, persons and proper equipment to unload the Goods on the indicated date, then the Seller may terminate the agreement with regard to a batch of Goods which has not been unloaded at the place of delivery due to inability to perform the above activities or refusal to perform them by the Buyer.
10. The Buyer undertakes to personally or by means of an authorized person to carefully verify the Goods at the time of collection in terms of quantity, quality and compliance with the technical specification specified in the order, as well as for any visible defects.
11. After checking the goods, the Buyer or an authorized person is obliged to clearly sign the delivery document (WZ/WZE form - Stock Issue Confirmation (CI)). Signing the delivery document is tantamount to confirming the compliance of the delivered goods with the order and the absence of defects that could be detected with a very careful assessment of the goods during collection.
12. In the absence of the authorized person upon receipt of the goods, it is assumed that the person who has signed the delivery document (WZ/WZE - CI) has authorization in this regard from the Buyer and due to this fact such delivery cannot be the subject of a complaint.
13. Any visible defects of the Goods should be reported before their installation, because the Seller shall not be liable for any damages resulting from installation and use of the defective Goods.
14. The costs of repair as well as disassembly and reassembly of the goods resulting from the installation and use of defective Goods shall be borne by the Buyer.
15. The Parties agree that the cost of loading the Goods is borne by the Seller and the cost of unloading is borne by the Buyer, regardless of who bears the cost of transport.
16. By organizing the collection of Goods via external carriers, the Buyer is obliged to provide an appropriate means of transport, taking into account the weight, dimensions as well as the manner of packing and securing the Goods by the Seller.
17. In the case of vehicles that do not meet the above requirements, the Seller reserves the right to withdraw from loading, if it considers that there is a justified risk of damage to the Goods.

V. PAYMENTS AND PRICES

1. The price for the Goods is determined each time in the order confirmed by the Seller.
2. The manufacturer reserves the right to change the selling prices and will notify the Buyer of this fact within 14 days prior to the introduction of these changes.
3. The Buyer shall be obliged to pay for the Goods or Services within the period of time in accordance with the agreed commercial conditions.
4. The payment is considered to have been made at the time the funds are credited to the Seller's bank account or at the time of payment made at the cash register.

5. In the event of the sale of Goods with an Installation Service, payment for the Goods must be made before delivery to the investment site. However, payment for the Installation Service will take place after the Buyer signs the acceptance report.
6. In the absence of timely payment for the Goods, the Seller has the right to suspend further deliveries until full payment and storage fee (pursuant to Article 742 of the Civil Code).
7. If the Seller has granted the Buyer a trade limit (deferred payment), it may limit or withdraw it at any time. This entitlement does not apply to payments already made.
8. If the payment deadline is not met, the Seller has the right to charge the Buyer with interest for delay in the amount provided for by law.
9. The Buyer becomes the owner of the Goods at the time of full payment (paragraph 589 of the Civil Code).
10. In the event of an unjustified refusal to accept the ordered Goods or withdrawal of the order by the Buyer after the date of its confirmation, the Seller has the right to charge the Buyer a contractual penalty of 100% of the gross value of the order, including advance payments or prepayments.
11. With respect to all unpaid receivables of the Buyer, the Seller has the right to general pledge on all goods and property belonging to the Buyer in the Seller's possession and after the fourteen-day notice period sent to the Buyer it has the right to sell such goods and other property as it deems appropriate and to cover the income from such sales.
12. The Seller will have the right to immediately terminate the agreed terms when one or more of the following occur:
 - the Buyer's obligations towards the Seller will become past due (after the due date)
 - if seizure or enforcement proceedings or similar effects are initiated against the Buyer's property or assets,

VI. OWNERSHIP

1. The Seller reserves that the ownership of the Goods sold will be transferred to the Buyer only at the time of full payment to the Seller.
2. The risk of damage or loss of the Goods passes from the Seller to the Buyer at the moment of release of the Goods, and in the case of entrusting the Goods to an external carrier at the moment of release of the Goods to the carrier, regardless of who bears the costs of transport.

VII. LIABILITY, COMPLAINTS AND FAULTS

1. The Seller provides the Buyer with a guarantee for the purchased Goods in accordance with the provisions contained in "**General Guarantee Terms**" which are available on the Seller's website at: www.plast-met.pl.
2. The Seller bears full responsibility for the Goods:
 - a) When ordering with transport - until the delivery of the Good to the place indicated in the order (registered office of the Ordering Party)
 - b) On personal collection (transport of the Buyer) until the Goods are released from the warehouse.

3. The condition of the guarantee's validity is the assembly of ordered products in accordance with the guidelines, by qualified persons having appropriate authorizations in the scope of assembly and connection, commissioning and servicing of devices used by the Manufacturer.
4. The basis for submitting claims is proof of purchase of the Goods.
5. Only unmounted Goods can be the subject of a quantitative complaint.
6. In the event of noticing any defects in the Goods, the Buyer is required to make an appropriate annotation on the WZ/WZE (IC) delivery document or to make a qualitative and quantitative report with the person delivering the Goods and immediately in writing - using the complaint form to notify the Seller of the situation.
7. The Buyer undertakes to make available the defective Goods as of the date of delivery for inspection by the Seller at each of its call.
8. The goods are considered automatically accepted if the Buyer does not file any claims within 14 business days from the date of delivery.
9. The Seller does not allow claims for defects that should have been revealed as a result of the inspection at the time of delivery, when such inspection has not been performed.
10. Complaints about quality defects that could not be identified on the day of delivery should be submitted to the Seller in writing after their disclosure, but no later than within 14 business days from the date of delivery. After this date, the Seller's liability shall expire.
11. The Seller shall only be liable for defects caused by its gross negligence or a manufacturing error duly proven by the Buyer. In this case, the Seller's liability is limited to 100% of the value of the damaged Goods.
12. If, in the opinion of the Seller, in order to determine the defects, it is necessary to carry out a technical expert opinion, the Seller shall make a statement on the quality of the Goods after obtaining appropriate assessment.
13. Acceptance of the complaint will take place in writing under pain of nullity, after examination of the batch of Goods claimed by the Seller, or after conducting an expert opinion by the appropriate manufacturer's service, in required situations. If the complaint is accepted, the Seller undertakes to repair or replace at its own cost the defective Goods for the ones free from defects within a period agreed by the parties. If the replacement of the Goods is impossible or involves the necessity of incurring additional expenses by the Seller, the Seller has the right to refuse to replace the Goods and return the appropriate part of the price to the Buyer.
14. Products returned to the address of the Seller at its expense and/or returned without the knowledge and acceptance of the Seller will not be accepted or will be accepted with the proviso that the service procedure will not be initiated until the Seller returns the incurred shipping costs of the Product within a deadline of 14 days. The Seller decides on the legitimacy of the guarantee claim and the selection of the manner of implementation of recognized guarantee claims.
15. Goods not being the Seller's products returned by way of complaint are each time sent to the appropriate manufacturer's service. In this situation, the complaint is settled on the basis of the expertise of the manufacturer of the device, as soon as possible, within the deadline it has determined.
16. The deadline for repairing the goods is determined individually after conducting the expertise and determining the scope of repair work.
17. In case of installation of defective goods, the costs of disassembly and reassembly shall be borne by the Buyer.

18. In the case of product complaints where hidden defects are revealed and products are required to be replaced with defect-free ones, the total share of the Seller in the costs of disassembly, replacement (repair) and reassembly cannot exceed the price of the purchased goods.
19. The Seller's liability under the warranty is excluded when the Buyer has repaired the Goods without the written consent of the Seller.
20. If the agreed deadline for the contract is not met by the Seller as a result of Force Majeure, the Buyer shall not be entitled to compensation. The events described as Force Majeure include, among others:
 - a. natural disasters
 - b. strikes
 - c. interruptions in the operation of the plant not caused by the Seller
 - d. interruptions in the supply of raw materials necessary for production that are not attributable to the Seller.
21. The Seller shall not be liable for the use of the Goods contrary to its intended purpose and generally accepted building principles. The risk of non-compliant use and use lies solely with the Buyer.
22. Complaints should be submitted immediately with the use of "**Complaint Form**" available on the Seller's website at: www.plast-met.pl.
23. Complaints should be submitted to the point of purchase of the Goods or in the case of purchase directly from the Supplier, sending to the address: reklamacje@plast-met.pl by letter, e-mail or in person at the seat of the Seller.
24. The detailed guarantee conditions are contained in the document "**General Guarantee Terms**" are available on the Seller's website at: www.plast-met.pl.

VIII. IMPORTANT INFORMATION

1. The technical acceptance of the fence is made by viewing its elements from a minimum distance of 3 meters in natural daylight.
2. Small scratches or cracks, invisible from a distance of 3m, are not subject to complaint. To remove minor defects, use touch-up paint in the appropriate colour available from the Seller.
3. Thickening, slight roughness of the painted surfaces, which may occur on the Seller's Goods is the result of the hot galvanizing process and is not subject to complaint (according to EN-ISO 1461).
4. Small deformations of the material (maximum 0.3% of the total length of the structure) caused by the hot galvanizing process are not subject to complaint.
5. Hot dip galvanizing is not a process that enhances the aesthetics of the product, but a process carried out to protect the product against corrosion, significantly extending its life. Unpainted surfaces protected with a layer of zinc cannot be assessed in terms of aesthetics.
6. Colour shades resulting from the powder coating process should be checked on individual elements spaced apart at a distance of at least 1m.
7. The powder coating process allows differences in shades of painted elements in the same batch of material.

8. During the galvanizing process, there may be gaps in the profile joints that do not affect the quality of corrosion protection and cannot be the basis for complaints.
9. All welded joints are made by the TIG/MAG method.
10. Lime efflorescence and small hairline cracks on prefabricated concrete elements as a consequence of concrete maturation are not grounds for complaint.
11. Precast concrete elements may be used only for their intended purpose as set out in the Declaration of Performance.
18. Damage to the coating due to sea or road salt is not covered by the guarantee.
19. Due to the risk of damage to the coating, the Seller does not allow the use of any type of chemicals for the care, cleaning and maintenance of fence elements. The use of the said preparations takes place at the sole responsibility of the Buyer.

IX. RETURN OF THE GOODS

1. Return of the Goods is possible only after prior agreement with the Sales Department of the Seller and confirmation of this fact in writing.

X. PERSONAL DATA PROCESSING

1. The Buyer agrees to the processing of its personal data for the purpose of implementing the agreement, for the duration of the cooperation and the period of limitation of any claims related to the implementation of the agreement in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR" in force from May 25, 2018).
2. The Seller is a personal data controller.
3. The Buyer has the right to access their data and the right to rectify, delete, limit processing, the right to transfer data, the right to raise objections, the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal. The Buyer has the right to lodge a complaint with the supervisory body when it considers that the processing of its personal data violates applicable law.
4. The personal data provided will be made available to other recipients, i.e. logistics service providers, subcontractors of the Seller who process the Buyer's personal data on behalf of the Seller and only in accordance with its instructions for the indicated purpose and scope [entrusting personal data for processing based on art. 28 section 3 GDPR].
5. The personal data provided will not be transferred to a third country or processed in an automated manner, including in the form of profiling

XI. DISPUTES

1. In matters not covered by the provisions contained in the GSADC, the provisions of the Civil Code and the Act on payment deadlines in commercial transactions shall apply (Journal of Laws No. 139 of 12.06.2003).

2. Both the Seller and the Buyer shall endeavour to settle any disputes amicably. In the event of failure to reach an agreement, the court having jurisdiction over the dispute shall be the General Court of Justice of the Seller.
3. Only the provisions of Polish law apply to the agreement.

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