
GENERAL TERMS AND CONDITIONS OF SALE OF DEMARK SP. Z O.O. IN TORUŃ

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I. General terms and conditions

1. The General Terms and Conditions of Sale regulate the conclusion of sales contracts and the delivery of goods and services offered by Demark sp. z o.o., hereinafter referred to as the Seller.
2. The General Sales Conditions, hereinafter referred to as GSC, are an integral part of all sales contracts concluded with the Seller and regulate the mutual relations between the Seller and the Buyer. The provisions of these general conditions of sale may only be modified in writing on pain of nullity. The conclusion of a separate sales agreement shall only exclude the application of these GTS to the extent that it is otherwise regulated therein.
3. The General Terms and Conditions of Sale of Demark sp. z o.o. are publicly available on the website www.demark.net.pl/en/customer-zone/general-terms-of-sale
4. The provisions of Polish law, in particular the Civil Code, shall apply to matters not regulated by the GCSC.
5. Definitions used in the GSC shall have the following meanings:
 - a. GTS - General Terms and Conditions of Sale of Demark Sp. z o.o.;
 - b. Seller - Demark sp. z o.o., 87-100 Torun, 11 Dworcowa St;
 - c. Buyer - an entity that is the other party to the purchase agreement;
 - d. Parties - the Seller and the Buyer;
 - e. Goods - the commercial goods that are the subject of a sales contract between the Seller and the Buyer;
 - f. Order/Contract - a written document issued by the Buyer specifying the necessary elements of the sales contract, such as: type of goods/services, quantity, price, delivery date and terms, method of payment;
 - g. Concealed Defect - an invisible defect in the Goods which the Buyer could not detect upon receipt of the Goods.

II. Conclusion of Contract

1. The basis for the conclusion of a sales contract is a written order of the Buyer, which is placed in response to the offer of the Seller.
2. The Seller allows the possibility of accepting an order in a form other than in writing, but this requires a special agreement between the Seller and the Buyer.
3. Any change in the terms and conditions of the contract or any separate oral agreement shall be valid only if confirmed in writing by the Seller and shall apply only to the transaction in question.
4. Cancellation of an order by the Buyer must be made in writing. In the event of total or partial cancellation of an order, the Buyer is obliged to pay all costs incurred by the Seller in connection with the execution of the order.
5. In the event that the Seller is unable to perform the contract, in whole or in part, for reasons beyond the Seller's control and related to the manufacturer of the goods, the Seller shall be entitled to withdraw from the contract, in whole or in part, within 3 months of the conclusion of the contract. The Seller shall not be liable for any damages resulting from such withdrawal.

6. Compensation for damages suffered by the Buyer in connection with non-performance or improper performance of the contract shall in any case be limited to the net price of the goods covered by the contract, whereby the Seller shall only be liable for foreseeable and typical damages suffered by the Buyer.

III. Quantity and Quality

1. Goods are sold by quantity according to the units of sale and actual weight. In the case of sheet metal, quantities are invoiced according to the standards specifying the material. The Seller reserves the right to a margin of +/- 5% for the accuracy of the quantity in the execution of the order.
2. Any complaints regarding quantities must be made immediately upon receipt of the goods, but no later than 1 working day after receipt of the goods, on pain of losing the right to quantity deviations.
3. The buyer is responsible for the accuracy of the technical, qualitative and quantitative data contained in the order.
4. The Seller delivers the goods according to the Buyer's order and is not responsible for their further use.
5. The Seller shall enclose certificates, attestations, declarations of conformity confirming the quality of the Goods, if included in the Contract. The Seller does not verify the technical information contained in the above-mentioned documents.
6. The service of issuing attestations and certificates is subject to a fee and, for reasons beyond the Seller's control, may take place after the delivery of the Goods.

IV. Price

1. The price of the goods sold is always specified in the offer or in the contract of sale.
2. The final price of the goods is determined on the basis of the agreements in force on the date of the written order confirmation.
3. If the price is stated in a currency other than Polish zloty, the parties are deemed to have agreed on the price in Polish zloty, which shall be converted into Polish zloty according to the selling rate of the National Bank of Poland on the day of issuing the invoice.
4. The prices indicated by the Seller are net prices and are subject to VAT according to the valid rate.
5. The Buyer undertakes to pay the price by the date specified in the VAT invoice issued by the Seller. Payment is considered to have been made when the amount is credited to the Seller's bank account.
6. If the Seller has granted the Buyer a trade credit (deferred payment), the Seller may limit or revoke it at any time. This right does not apply to claims that have already arisen.
7. All other costs incurred during the execution of the order, such as cutting, foiling, handling and other applicable charges, shall be borne by the Buyer, unless otherwise agreed by the parties.
8. The cost of delivery to the Buyer and other additional services shall be determined individually when the order is placed. In the absence of such agreements, the goods shall be collected at the Seller's premises.

V. Delivery, Delivery Date

1. The Seller shall be bound by the delivery date confirmed in writing.
2. Failure of the Seller to comply with the delivery date shall entitle the Buyer to assert its statutory rights only if the Seller continues to fail to deliver despite the extension of the delivery date agreed with the Buyer in writing.
3. The delivery period shall be extended by the duration of the hindrance caused by circumstances beyond the control of the Seller, such as late delivery by the Seller's suppliers, disruptions in the Seller's operations due to external causes, in particular force majeure.
4. The Buyer is obliged to collect the goods immediately upon notification of their availability in the seller's warehouses. In the event of a delay in collection, the Buyer may be charged storage costs, without prejudice to any other rights of the Seller.
5. If the Buyer chooses to have the goods delivered by the seller's transport, the buyer must provide the necessary means for efficient unloading of the vehicle.

VI. Delivery and Transfer of Risk

1. From the moment the goods are handed over to the Buyer or the carrier, the Seller shall no longer bear the risk of damage to or loss of the goods.

VII. Liability for defects

1. The Buyer is obligated to inspect the delivered goods immediately upon receipt for undetected defects in quantity and quality.
2. Quantitative complaints must be made in writing immediately upon receipt of the goods, but no later than 1 day after receipt of the goods, under penalty of loss of rights for quantitative deviations.
3. Quality complaints must be made in writing immediately after the defect in the goods is discovered, but no later than 14 days after the defect is discovered, otherwise the Buyer will lose its rights for quality deviations. Complaints about the quality of the goods may be filed by the Buyer, but no later than within 1 year from the date of delivery of the goods to the Buyer, enclosing a sample of the advertised goods. When considering complaints, their validity shall be assessed taking into account the applicable technical standards.
4. The disputed goods must be at the Seller's disposal in an unprocessed and fully identifiable form for the entire duration of the complaint until it is closed, i.e. the Seller sends written information.
5. Until the final consideration of the complaint, the buyer is obliged to store the advertised goods in a proper manner, preventing any damage or shortage.
6. If the complaint is found to be justified, the Seller may, at its discretion, either replace the goods with new goods free of defects or repair the defects. If the replacement of the goods is impossible or involves additional costs for the seller, the seller has the right to refuse the replacement of the goods and to refund the corresponding part of the price to the buyer. The consideration of a complaint in the manner described above excludes the possibility of claiming further damages.

7. If only some of the goods delivered and sold are defective and can be separated from the non-defective goods, the buyer's right to cancel or withdraw from the contract for the execution of his order shall be limited to the defective goods only..
8. A buyer who accepts the goods as being in conformity with his requirements in spite of the defects discovered, may demand a reasonable reduction in the price.
9. The Seller's liability is excluded in the event that the Buyer fails to follow the instructions for further processing, installation and operation of the goods, as well as in the event that the goods are used contrary to their intended use and technical characteristics.
10. If the Buyer withdraws from the contract for the execution of his order due to a physical defect of the goods or requests the delivery of defect-free goods instead of the defective goods, he shall not be entitled to return the goods without the Seller's prior written consent.
11. The Seller's liability for damages resulting from the existence of defects in the case of exercising warranty rights is excluded in accordance with Article 558 of the Civil Code.
12. The submission of a quantitative or qualitative complaint shall not entitle the Buyer to withhold payment for completed deliveries.
13. By accepting this claim procedure, the Buyer waives the right to deduct its claims.
14. The condition for accepting the return of goods claimed by the Buyer and accepted by the Seller is that they are undamaged, not processed in the Buyer's production processes and traceable to the parameters contained in the certificates. In the case of pre-packed goods, they must be in their original undamaged packaging.
15. The return of the goods by the Buyer shall be possible only after prior written notification to the Seller and the Seller's written consent.

VIII. Terms of Payment

1. Payment for goods received shall be made at the time and in the manner indicated on the invoice.
2. The date of performance by the Buyer shall be the date on which the amount due is credited to the Seller's account. 3. In the event of late payment, the Seller shall be entitled, without further notice, to charge interest on arrears at the statutory rate. The interest shall be calculated from the day following the day on which the due date expired.
3. In addition to the principal and interest, the seller shall be entitled to claim court costs, enforcement costs, legal representation costs and all costs related to the collection of the debt.
4. In the event of late payment, the Seller shall have the right to withhold further deliveries to the Buyer. The Buyer shall not be entitled to claim any damages from the Seller as a result of the exercise of this right by the Seller.
5. If the Buyer is in arrears with payments due under more than one invoice, the Seller shall have the right to set off any payment made by the Buyer under any invoice against the most recently due invoices.
6. Bills of exchange and cheques will only be accepted as security for the Seller's claims after prior agreement with the Seller.
7. The Buyer undertakes to notify the Seller immediately in writing of any change of its registered office or place of residence and of the address for delivery of correspondence. Failure to notify the Seller shall mean that deliveries made to the addresses indicated in the order or in signed contracts or other commercial agreements shall be deemed valid.

IX. Property Rights

1. The Seller stipulates that the ownership of the sold goods is transferred to the Buyer only at the moment of payment of the total price to the Seller. In case of combination or mixing of goods, the parties shall become co-owners of the whole. The application of the provision of article 193 § 2 of the Civil Code is excluded.

X. Final Provisions

1. Any disputes shall be settled by the district court in Torun.
2. Assignment of rights from the concluded contract to third parties is not allowed without written consent of the seller, otherwise it is null and void.
3. If some of the provisions of the GCS are invalid due to the introduction of different legal regulations, the other provisions shall not lose their validity.