



OTOMATIC Smolec i Wronka sp. jawna
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GENERAL TERMS and CONDITIONS of SALE

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1. General provisions

1.1. This General Terms and Conditions of Sale (hereinafter referred to as GTCS) specify the rules for ordering goods, the producer and seller of which is "OTOMATIC Smolec i Wronka spółka jawna" (KRS 0000714813; VAT EU PL5492449865), 34-120 Andrychów ul. Krakowska 83c, Poland.

1.2. By placing an order, it is understood that the Producer is ordered to manufacture the device - hereinafter referred to as - the parameters described in detail in the Offer to the GTCS, for the payment of remuneration.

1.3. The acceptance of the GTCS and the Offer by the Buyer may take place in any form, in particular implied, electronic email or written. For the avoidance of doubt, the acceptance of the GTCS by the Buyer also takes place in the event that he has the opportunity to become familiar with their content. In addition, it is considered that the Buyer has accepted the content of GTCS even if he has previously raised objections to any of the provisions of the GTCS, if the Buyer has placed an Order or collected the Goods or Services.

2. Payment terms

2.1. The Producer's remuneration is set for the amount specified in the Producer's offer.

2.2. The remuneration will be increased by VAT at the rate of 23% if applicable. The remuneration is a contractual lump sum and does not include the costs of transport and any other costs related to the release of the item.

2.3. If the Ordering Party is an active VAT payer, only in a country other than Poland, the tax rate will be 0% provided that it has been proved that the item has been delivered within the EU, but outside the territory of Poland.

2.4. 0% EXP VAT (net price) rate is applied for the export of goods, i.e. the sale of goods outside EU countries.

2.5. The remuneration paid is payable as follows:

- a) within 7 days of placing the order, the equivalent of 10% of the order amount
- b) within 7 days of receiving by the Producer notification of readiness to deliver items, the equivalent of 90% of the order amount (the remaining part of the agreed remuneration).

2.6. The Parties have agreed that the advance payment referred to in this paragraph is not refundable in a situation where the Order is canceled due to the Producer's resignation.. In this case, the advance payment is fully booked towards the contractual penalty.

Payment of the agreed remuneration will be made to the Producer's bank account number:

IBAN: PL 79 1050 1100 1000 0092 5213 5414

SWIFT: INGBPLPW

3. Delivery or collection of goods

3.1. After receiving the advance payment, the Producer will proceed to the implementation of the contract.

3.2. The item will be completed within no more than 60 days from the date of advance payment.

3.3. The day and time of delivering or collection of the item will be determined by the Parties by electronic correspondence or by means of telephone communication (SMS).

3.4. The items will be ready to be collected at the Producer's premises.

3.5. The release of the item will be preceded by:

- payment of the total remuneration agreed,
- training in the field of operating the item, signing the acceptance protocol,
- issuing documentation in the form:

a / EC declaration of conformity,

b / user manual,

c / warranty card,

d / invoices.

3.6. The Order, transport and insurance of item is provided by the Ordering Party at its own expense unless otherwise agreed.

3.7. The Producer shall ensure the packing of item for the transport purposes.

3.8. The Ordering Party may order the Producer to deliver goods to the address indicated by him for an additional fee.

4. Warranty

4.1. The Parties agree that the warranty period, as well as its scope, shall be as follows: Guarantee document for devices for professional use - issued by the Producer.

4.2. The holder of a valid warranty document may submit claims under the guarantee at the current address of the Producer's registered office.

4.3. The only document entitling to make a claim is a valid Warranty document for devices for professional use - issued by the Producer.

5. Complaint

5.1 In order to report defects of the item disclosed after its release, the Buyer shall send to the Producer an appropriate notification in writing with a detailed description of these defects, including additional (if possible) photographic or film documentation.