



TERMIK Sp. z o.o.
Marcinkowo 106
11-700 Mrągowo

GENERAL TERMS OF DELIVERY AND PAYMENT

1. General provisions

1.1. The delivery terms specified in the offer of TERMIK Sp. z o.o. or confirmation of acceptance by TERMIK Sp. z o.o. orders for execution or contract have priority over these General Terms of Delivery.

1.2. The following conditions are considered accepted on the day of acceptance of the offer or receipt of confirmation of the order or on the day of conclusion of the contract (general terms of delivery and payment are an attachment to the offer and confirmation of the order and the contract)

2. Prices

2.1. The quoted prices are EXW net prices (loaded with TERMIK Sp. Z o.o. in Mrągowo) according to Incoterms 2000, valid for the duration of the contract. VAT must be added to the prices at the rate applicable on the invoice issue date.

2.2. TERMIK Sp. z o.o. reserves the right to change prices during the order processing in case of: significant change in the order quantity, material price changes, significant changes in exchange rates, force majeure.

2.3. Force majeure will be understood, among others: actions of public enemies, actions of governments of any country or its political authorities, actions of all persons involved in subversive activities and sabotage, fires, floods, explosions or other disasters, epidemics or isolations related to quarantine, strikes or other breaks at work beyond the control of TERMIK Sp. z o.o.

3. Orders

3.1 The Ordering Party is obliged to deliver to the Supplier an order for the delivery of goods or services by fax, e-mail or post. The order cannot be placed by phone.

3.2 Written confirmation of order acceptance by TERMIK Sp. z o.o., delivered by fax or e-mail to the Ordering Party, is tantamount to signing a delivery contract by the parties.

3.3 The order should contain:

- details of the ordering party
- name of the goods or services
- additional terms or parameters of the goods or services
- quantity, desired date of order fulfillment
- fixed payment method
- conditions and place of delivery

- legible signature of the ordering party
- telephone and fax number to the person leading purchase

3.4 Orders signed by a person not authorized to place orders will not be accepted.

4. Changes in the order

4.1. Changes to the order may be made only with the consent of TERMIK Sp. z o.o.

4.2. If the Recipient withdraws from the order for reasons attributable to him, the Recipient is obliged to pay to TERMIK Sp. z o.o. contractual penalty in the amount of 25% of the net value of the order placed. TERMIK Sp. z o.o. reserves the right to claim from the Recipient the payment of compensation exceeding the amount of the reserved contractual penalty. These costs are defined by TERMIK Sp. z o.o.

4.3. Changes to the order or resignation from the order must be in writing under pain of nullity.

5. Realizing the order

5.1. TERMIK Sp. z o.o. is not responsible for changing the delivery date, due to reasons beyond the control of TERMIK Sp. z o.o. in Mragowo.

5.2. TERMIK Sp. z o.o. reserves the right not to carry out the order in case of force majeure.

5.3. In the event of inability to fulfill the order TERMIK Sp. z o.o. immediately notify the Recipient of this fact.

6. Shipment

6.1. Ordered goods are sent at the cost of the Recipient. Unless agreed otherwise, the shipment is carried out by a carrier customarily used by TERMIK Sp. z o.o.

6.2. In the case of returnable packaging, the Recipient is charged at his cost regardless of the price of the good. The amount will be refunded after TERMIK Sp. z o.o. packaging in undamaged and undamaged condition. The cost of returning the return packaging is borne by the recipient of the goods.

7. Payment

7.1. The payment deadline is set individually with each Recipient.

7.2. The payment should be made to the bank account TERMIK Sp. z o.o. .. The payment date is the date of receipt of funds on the account of TERMIK Sp. z o.o.

7.3. In the case of a delay in payment, for each day of delay, TERMIK Sp. z o.o. may charge interest at the statutory rate.

7.4. In the case of delivery of goods after the date of receipt by the Recipient of the invoice, the payment deadline will be counted from the date of receipt of the goods by the recipient indicated on the consignment note.

7.5. Until all payment obligations have been settled, the product remains the property of TERMIK Sp. z o.o.

8. Warranty

8.1. TERMIK Sp. z o.o. grants a 12-month warranty on your goods. The warranty period starts from the date of receipt of the goods by the Recipient and covers only material and manufacturing defects.

8.2. The amount of claims under the guarantee cannot exceed 3 times the net value of the goods.

8.3. Costs of delivering goods advertised by the Recipient to TERMIK Sp. z o.o. bears the recipient of the goods.

8.4. The recipient is obliged to report noticed defects of TERMIK Sp. z o.o. within 7 days from the date of noticing them under pain of losing the rights under the guarantee.

8.5. Complaints are processed within 21 days. The advertised goods must be delivered to TERMIK Sp. z o.o. along with the purchase document, a written complaint and information about the circumstances in which the defect was revealed.

8.6. Goods found to be defective will be repaired or replaced as free from defects.

8.7. In the case of goods made according to the individual requirements of the Recipient, the deadline for complaints may be extended to 4 weeks.

8.8. TERMIK Sp. z o.o. excludes liability for warranty.

8.9. Upon receipt of the goods, the Recipient is obliged to examine the quantity and quality of the delivered goods, under pain of losing the rights under the guarantee.

9. Final provisions

9.1. In matters not covered by these conditions, the provisions of the Civil Code shall apply.

9.2. Any disputes that may arise between the parties will be dealt with in a matter-of-fact manner by TERMIK Sp. z o.o. courts.

9.3. Before referring a case to court, the parties will seek an amicable settlement of the dispute.

