



GENERAL TERMS AND SALES CONDITIONS

§ 1

General provisions

1. General terms and sales conditions are integrated part of each contract. (hereinafter referred as "contract"), for production and/or sale of goods (hereinafter referred as "goods") concluded between BARWA SYSTEM Sp. z o. o. (hereinafter referred as the "contractor") and the purchaser (hereinafter referred as "purchaser").
2. Persons authorized to conclude contract on behalf of Purchaser are persons disclosed in National Court Register, who have permissions to make declaration in behalf of Purchaser or person who have appropriate attorney and if it is natural person – they themselves, or their proxies with appropriate attorney.
3. In case of any inconsistency between contract and general terms and sales conditions, priority is given to the first document, if it was provided in written form. In case of invalidity or inefficiency of some provisions of general terms and sales conditions the rest of provisions remain in force.
4. In case of not determined provisions in contracts Civil Code rules are applied.

§ 2

Contract conclusions

1. Contract is concluded by placing an order (hereinafter referred as "order"), based on price list or accepted offer, with information if goods are in regular sales or manufactured on special order.
2. Order may be send by fax, post or mail. If Purchaser is in regular cooperation with Contractor is allowed to place order also by phone. In case order exceed 30.000 PLN Purchaser shall send confirmed original order by post one week after submission.
3. Purchaser together with order needs to present valid document which confirm permission for placing orders. In case of regular cooperation documentation is no needed but the statement about validity of previous sent documentation.
4. Purchaser confirm within one working day placed order in written form by fax or e-mail (on the form "order confirmation" or "Proforma"). If Purchaser will not report any objection within 1 working day the contract is considered to be concluded. In case of objections is treated as new order. Contractor is allowed to reject order placed by Purchaser what he will inform Purchaser within 1 working day since order was placed.
5. After order confirmation is sent by Contractor any change need require the consent of the Contractor.
6. Deadline for completion an order, terms and conditions of collecting goods, additional services (such as f.eg. assembling) are always topics to be agreed apart.

BARWA SYSTEM sp. z o.o.

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Zarejestrowana przez Sąd Rejonowy
w Olsztynie, VIII Wydział Gospodarczy
Krajowego Rejestru Sądowego pod numerem
KRS 0000132000 Nr w BDO 000009110
Kapitał Zakładowy 180.000 PLN

Filia:
40-683 Katowice, ul. Barcelońska 1
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§ 3

Rights and obligations

1. To proceed an order by Contractor is needed to pay by Purchaser 30 % as an advance payment. In case of order goods which are on stock Purchaser needs to pay total amount at once.
 - a. The Contractor reserves the right to demand as an insurance security on property, mortgage, bill of exchange (including in blanco), bank guarantee, letter of credit, irrevocable, unconditional bank guarantee payable on first demand according to written Contractor statement, and assignment of receivables or assignment of deposit.
 - b. Purchases must be aware that he will own the goods only when payment is completed. Purchaser must also be aware that payment delays may cause disassembly already assembled goods and returning to Contractor. In this case Purchaser also is obliged to cover all needed costs of this operations and costs of possible damage which appear during assembling and disassembling.
2. In case Purchaser became insolvent or his wealth is significantly reduced the Contractor has a right to suspend realization of a contract till time payment is completed, regardless the schedule.
3. Payments should be made according to terms determined in contract. The day considered as payment day, is day, when Purchaser pay in cash or when payments appeared on Contractor bank account.
4. If payments are made later than scheduled Contractor has a right to add statutory interest for each day of delay.
5. In case of payment delays Contractor has a right to demand all claims included in contract with Purchaser even those which payment time has not come yet.
6. In case of defects in delivered goods Purchaser may demand the warranty as right amount of goods of the same type but without defects. Contractor can be released of that duty if returns payments or lowers the price provided in contract to level agreed with Purchaser.
7. In case of failure perform or improper performance, Contractor is responsible only for damages which are a consequences of own culpable action or desist, however only up to due resulting in contract.
8. Purchaser is responsible to inform Contractor about found defects of goods, failure perform or improper perform via complaint protocol available on website within 5 working days since defects were found, failure perform appeared. Complaint will be considered within 5 working days since delivered to Contractor.
9. Contractor is not responsible for mechanical damages which appeared after releasing goods from warehouse to a carrier. An exception is situation when Contractor is using own transport. In this case responsibility for mechanical damages of Purchaser is in moment when goods are received by Purchaser or any other authorized person.
10. Contractor is not liable if delivery of goods is not possible or delayed for reasons beyond his control. Contractor is obliged to inform Purchaser if it is possible about impossibility of delivery and the reasons of delay. If delay in delivery exceed 30 days both parties of the contract may withdraw form the contract without right to claim a compensation. If delivery was agreed in parts withdraw concerns only delayed part and only this part of provision.



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11. In case Purchaser is not picking goods or decline delivery in agreed time the Contractor has right to keep order in warehouse on Purchaser cost and risk. Contractor may also demand refund of costs of transport.
12. Technical suggestions:
 - a. Contractor inform that goods ordered in separated orders may have different colours hue although they marked with same RAL colour. In conjunction to this Purchaser can not claim about the colour.
 - b. Contractor inform that different kind of goods ordered at once may have different colour hue because of different parts of raw material delivered by manufacturer. In case ordering couple of types of products with various cutting of sheet, different thickness of material may appear differences in hue even within same RAL colour.
 - c. Because of the complexity of technological processes Contractor can not guarantee compatibility of hues in different deliveries or additional orders. To avoid those differences Purchaser before contract can agree with Contractor in written form details of realization. In case this agreement Contractor is obliged to produce components of material coming from one lot. Otherwise Contractor does not bear for differences. At the same time Contractor warn that is needed to avoid connecting elements deriving from different deliveries.

§ 4

Final provisions

1. With unregulated cases in contract or general terms and sales conditions use provisions of Civil Code or appropriate law regulations.
2. In case of a dispute between Contractor and Purchaser the competent to settle the dispute is Court which is right according to Contractors registered office. Purchaser is obliged to try standard complaint procedure first.
3. In case changes in General terms and sales conditions always valid are the latest one. Contractor is obliged to inform about changes customers with whom is in regular cooperation.

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Produkcja i sprzedaż sufitów oferowanych przez BARWA SYSTEM Sp. z o.o. objęte są certyfikatem ISO 9001:2015.