

Terms And Conditions of Purchase

§ 1 General Terms

1. These Terms and Conditions shall apply to all the contracts for goods and services entered into by Clevair Sp. z o.o. based in Warsaw, ul. Świeradowska 47, registered in the Register of Entrepreneurs of the National Court Register with the number 0000521866, the Warsaw District Court, 13th Commercial Division of the National Court Register, with the Share Capital of 42 000 PLN, NIP: 521-36-77-870, REGON: 147383984 (hereinafter referred to as the Seller).
2. Definitions:
 - a. GTP – General Terms of Purchase
 - b. Seller – Clevair sp. z o.o. Based in Warsaw, ul. Marynarska 14
 - c. Buyer – the Seller’s contractor who enters a purchase agreement with the Seller based on the GTP
 - d. Goods – goods offered for sale by the Seller
 - e. Service/Services – Service/Services provided by the Seller
3. Both parties can withdraw from the GTP or modify them by entering into a separate „Individual Agreement” in writing. Entering into an Individual Agreement results in the exclusion of provisions of the GTP specified in the Individual Agreement. These provisions of the GTP are overruled by provisions of the Individual Agreement.
4. On Seller’s request the Buyer is obliged to provide the Seller with copies of the register documents documenting the Buyer’s status of an economic operator or of a different type of legal entity operating in the market in order to document that the Buyer is entitled to enter into legal contracts with the Seller. If the person representing the Buyer cannot document the right to represent the Buyer by any of the register documents mentioned above the person representing the Buyer is obliged to provide the Seller with documents documenting the right of this person to represent the Buyer in entering into legal agreements, incurring liabilities and receiving Goods or Services from the Seller on behalf of the Buyer.

§ 2 Ordering Goods and Services

1. A filled order form delivered to the Seller confirms that the order has been placed. The order form can be delivered by email or in writing.
2. By delivering the order form the Buyer enters the Purchase Agreement with the Seller and agrees with the GTP.

§ 3 Price lists and Prices

1. All the prices presented to the Buyer are valid for 30 days from the day when the price offer was made. After 30 days the prices may be changed. Should the order form be sent by the Buyer more than 30 days after the price offer was made the Seller does not guarantee that the price offered in the expired price offer will be included while processing the order.
2. In case of special temporary price offers the price offer is valid until the end of the specific special temporary price offer. If the special temporary price offer expires within less than 30 days the price offer presented to the Buyer expires on the same date as the special temporary price offer.

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§ 4 Delivery Time. Penalties.

1. The Delivery Time is always specified in the order confirmation.
2. The lead time starts when the advance is paid and all the files with the graphic design are delivered to the Seller and the visualization of the final product made by the Seller is accepted by the Buyer.
3. In case of collection in person the Buyer is obliged to collect the Goods at a collection point agreed upon with the Seller within 10 working days from the initially planned order processing date unless otherwise specified in a separate agreement.
4. If the Buyer does not collect the Goods within the time mentioned above the Seller can deliver the Goods to the Buyer's headquarters charging the Buyer with delivery costs at the Seller's sole discretion and at the Buyer's own risk.
5. The ordered Goods/Services cannot be changed after the order has been placed.
6. In justified cases the Seller reserves the right to alter the dates and terms of purchase agreed upon or to refrain from processing the order especially in case of an Act of God or other exceptional circumstances beyond Seller's control preventing the Seller from keeping the terms of the Contract. In this case the Seller is obliged to inform the Buyer about the Seller's inability to process the order and to name a new lead time or other order terms.

§ 5 Delivery of Goods.

1. In case of personal collection the collection point is specified by the Seller upon order placement.
2. In case of delivery to the Buyer the Seller can deliver the Goods to the address specified in the order using services of a shipping company the Seller cooperates with. Should the Buyer wish that a different shipping company deliver the Goods the Buyer should specify the shipping company in the order.
3. The Buyer shall be charged with delivery costs unless otherwise specified in a separate agreement.
4. The Seller bears full responsibility for the Goods until the moment of delivering the Goods to the delivery point specified in the order or handing the Goods over to the carrier.
5. The carrier bears full responsibility for the Goods from the moment of handing over the Goods by the Seller to the Carrier until the moment of delivering the Goods to the Buyer. The Seller bears no responsibility for any damage to Goods in transit particularly in case of the Buyer's failure to meet all the formal requirements for collection of damaged goods particularly should the Buyer fail to file a complaint directly to the carrier.

§ 6 Payment.

1. The Payment for Goods/Services should be made in cash or by means of a money transfer to the Seller's bank account specified in the invoice.
2. Unless otherwise specified in a separate agreement the Buyer accepts the payment of an advance equal to 50% of the order price which the Buyer is obliged to pay within 7 days from the date of receiving the invoice for the placed order. The Buyer shall pay the remaining amount after collecting or receiving the Goods/Services and within 7 days from receiving the invoice from the Seller.
3. The payment date is the date on which the Seller's account is credited.

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4. The Seller retains title to the Goods until the price has been paid in full. The Seller retains the title to Goods delivered to the Buyer or collected by the Buyer. The title to Goods shall be transferred to the Buyer only after all the contractual charges have been settled including penalties and interest for late payment.
5. In case of delay in payment the Buyer is obliged to pay the statutory interest for late payment without prior call unless the Seller waives the right thereto. Valid waiver of right to interest for late payment must be made in writing.
6. Delayed payment or well-founded concern about the Buyer's financial liquidity entitles the Seller to apply changes in the Terms of Purchase, to demand immediate payment of all due contractual charges, to refrain from processing all the orders placed by the Buyer until all due charges are paid and to withdraw from all the contracts unexecuted through the fault of the Buyer.

§ 7 Claims and Warranty

1. The Seller grants a 24-month warranty for defects of the Goods. Warranty claims of the Buyer against the Seller can be pursued within 24 months from the date of invoice.
2. The Seller's warranty liability solely includes defects in material. Abuse or misuse of the Goods will void the Warranty.
3. All the defects, damages, and shortcomings of the Goods delivered by a carrier must be recorded in the waybill.
4. The Buyer is obliged to immediately inform the Seller about any defects, damages, and shortcomings within a 24-hour period from the collection of the Goods.
5. In case of Services the claim of warranty shall be pursued within a 48-hour period from the Service provision.
6. After pursuing a claim the Buyer is obliged to follow the Seller's instructions concerning protection and further use of the Goods under the pain of the warranty claim being declared null and void.
7. The Buyer is obliged to provide the Seller with all the information concerning the defect and its cause in accordance with the truth in order to properly assess the defect and the validity of the warranty claim. Should the Buyer hide important information or provide the Seller with false information about functioning of the Goods the Warranty is declared null and void and the Buyer is charged with the repair costs.
8. Defective goods can be returned in exchange for new ones on the terms and within the time limit agreed upon with the Seller.
9. Pursuing a warranty claim does not release and discharge the Buyer from the obligation to pay the full price of the Goods ordered.
10. The Seller bears no responsibility for any profits lost by the Buyer resulting from failing to perform or improper performance of the Purchase Agreement. The Seller bears liability for the actual loss resulting from failing to perform or improper performance of the Purchase Agreement or Purchase Agreements limited to the price of the Goods.
11. The Goods being complained about shall be sent by the Buyer to the Seller in packaging which shall ensure proper protection from damage after specifying the shipping method and time of delivery and the method of paying the delivery costs.
12. Should the Seller recognize the warranty claim the Seller is obliged to repair the damage or replace the Goods for a one without any defect. In justified cases the Seller may decide to reduce the price of the defective Goods to be accepted by the Buyer.

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13. The Buyer shall be charged with all the costs resulting from an unjustified warranty claim.
14. The Seller reserves the right to repair the defective Goods for which the Warranty claim has been recognized at the location at which the Goods are stored or used.
15. The Seller reserves the right to outsource the repair to an authorized company in their sole and absolute discretion.
16. The Warranty does not include defects and faults resulting from:
 - a. misuse of the Goods resulting from failure to follow the user's manual,
 - b. altering the structure of the Goods, modifying, repairing and altering the Goods in any way without Seller's permission,
 - c. damage through the fault of the Buyer, the users of the Goods or any third party for whom the Seller does not bear any responsibility,
 - d. Force Majeure.

§ 8 Advertising Materials

1. The Seller reserves the right to photograph the Goods or the final product resulting from the Service and to use the photographs in the Seller's Advertising Materials and on the Seller's website.
2. The Seller also reserves the right to use the images and visualizations made for the Buyer in the Seller's Advertising Materials and on the Seller's website.

§ 9 Force Majeure

1. Both Parties allow for the possibility of prolonging the lead time due to any cause beyond their reasonable control preventing them from or delaying the completion of the contract including but not limited to:
 - a. Acts of God (natural disasters, fire, flood etc.);
 - b. harsh weather conditions;
 - c. acts of third parties for which the Seller bears no responsibility including theft and and break-ins.
2. The Party invoking a Force Majeure shall inform the other Party thereof within 3 days of the incident presenting evidence therefor under pain of nullity.
3. In case of Force Majeure the Parties shall agree on a new contract completion date.

§ 10 Final Provisions

1. This Agreement or any and all disputes which may arise from or in connection with this Agreement shall be settled amicably. Should an amicable resolution not be reached the dispute shall be resolved in a legal proceeding.
2. The Seller reserves the right to apply changes to the GTP. The changes shall be valid after the Seller informs the Buyer thereof in a form agreed upon by both Parties.
3. The GTP and all the disputes arising from the Purchase Agreement not regulated by the GTP shall be governed by the Polish Commercial Companies Law (Prawo Spółek Handlowych).
4. Not having read the GTP does not release and discharge the Buyer from the obligations stipulated therein.