

General terms and conditions of sale 2022 (v.2022.01b)

The general terms and conditions of sale of Filtrowent International Sp. z o.o. Sp. k. (later referred to as the Supplier) apply to sale, delivery, installation and handing over of the devices and machines offered by the Supplier to customer (later referred to as the Customer) on the basis of orders or agreements signed with the Customer, and are binding with no exemption, unless the provisions of a given offer or agreement state otherwise.

I. Signing an agreement

1. An agreement between the Supplier and the Customer shall be concluded on the basis of:

- a 3-stage procedure:

Stage I – offering by the Supplier

Stage II – order placement by the Customer

Stage III – order confirmation and production by the Supplier – provided all conditions included in a pro forma invoice are met by the Customer (especially those concerning advanced payment) or

- a separate document signed by the Supplier's and the Customer's authorized persons.

2. In case of the 3-stage procedure, a pro forma invoice shall be the binding document for both parties.
3. The parties agree that any communication concerning significant provisions of the agreement that are conveyed electronically (especially via e-mails) shall be equal to written communication and equally binding.
4. It shall be possible to conclude an agreement (both as the 3-stage procedure and as a separate agreement) with all the provisions thereof, by a declaration of will in a legally documented form in accordance to article 772 of the Civil Code.
5. In case the agreement is concluded without written or documented form, making any changes or amendments by the Buyer in the documents confirming the conclusion of such agreement issued by the Supplier shall be excluded.
However, shall such amendments or changes be included by the Buyer, despite their exclusion, in writing or in a document confirming the agreement addressed to the Supplier, the parties shall be obliged to keep the provisions of the agreement only after the Supplier confirms such changes or amendments in a written or documented form within the customary time.
6. Any amendment to the earlier concluded agreement shall require the Supplier's approval and may result in:
 - a delay of the earlier agreed lead time, for which the Supplier shall not bear any responsibility,

- charging the Customer with additional financial costs for any additional work performed by the Supplier in order to update the project,
 - charging the Customer with additional financial costs for any new goods, components, materials or services provided by the Supplier.
7. The Supplier shall inform the Customer of the possible applications of the subject of the agreement, especially about the type of waste dust that the subject matter of the agreement is suitable for in terms of dedusting and of the principle of operation of the additional equipment of the subject of the agreement.
 8. The Buyer shall make sure that the equipment covered by the agreement meets his expectations in terms of its possibilities to process materials and details indicated by the Seller.
 9. The Buyer shall confirm that the technical parameters of the device meet his requirements.

II. Delivery, installation and handing over of products and devices

1. Each time an offer or an agreement refers to sale, it means a transfer of ownership to the Customer together with handing the product over to the Customer, and an obligation of the Customer to accept it and pay for it the agreed price.
2. Each time an offer or an agreement refers to a delivery and installation, it means a delivery of a product being the subject matter of the agreement to the address provided by the Customer and its installation there. For the purpose of the installation the Customer shall ensure:
 - an unlimited access to the location where the installation shall take place (that is unlimited access on business days from 04:00 till 22:00hrs), as well as
 - the possibility to take photographs by the Supplier during the installation works and after their completion for the Supplier's marketing purposes (especially posting in social media)
 - solid and stable foundations for the installation, and
 - all the media needed to complete the installation (e.g. electric power, lights, compressed air, etc).
3. Delivery and installation on Saturdays or days free from work shall be additionally charged for. The amount of charge shall be estimated by the Supplier after confirming the necessity of performing works on non-business days with the Customer.
4. External power supply for the subject matter of the agreement shall be located not further than 10 meters distance from the place of installation. The external power supply shall be understood as the wiring that supplies electric power to the steering cabinet, which is included in the subject matter of the agreement, and its physical connection by the Customer.
5. All standard materials that are needed to install the delivered devices are included in the installation service. Any other special (non-standard) materials which are indispensable to complete installation are not included in the scope of the installation services.

6. Any elevators, fork lifts and/or cranes that are needed to perform the installation works shall be provided by the Customer at his own expense and risk as well as any alterations in the existing buildings or constructions (such as openings in the buildings walls, construction changes or modifications of the constructions), which shall be performed by the Customer together with the grounding of the installation, lightening protection of the installation and any other works such as ground works, brick-laying etc.
7. Until 7 days before the commence of the installation works, the Customer – having all the necessary details provided and agreed upon with the Supplier - shall have the ground foundations ready for installation, together with the required media, connections and equipment (such as fork lift, crane, etc), providing it is required; and shall inform the Supplier, within the same time, about the location being ready for the installation works in accordance to the previously agreed and confirmed arrangements. A failure of the Customer to keep the above conditions, may result in a delay of the lead time and delay in performing the installation works by the Supplier, for which the Supplier shall not bear any responsibility whatsoever.
8. The Customer shall ensure a safe and efficient unloading of the delivered goods being the subject matter of the agreement as well as their storage in good conditions until the commence of the installation works by the Supplier.
9. Each time an offer or an agreement refers to a delivery and installation, any profits and burdens related to the subject of the agreement as well as the risk of its accidental loss or damage shall be transferred to the Customer from the moment the unloading of the goods begins at the address of delivery provided by the Customer.
10. In case of sale, any profits and burdens related to the subject matter of the agreement as well as the risk of its accidental loss or damage shall be transferred to the Buyer at the moment of collecting the goods from the Supplier's or the moment the goods are loaded for delivery to the address provided by the Customer.
11. The procedures of delivery, installation and handing the subject matter over to the Customer shall be included in a Technical Handover Protocol (separate or inclusive for all the procedures) in a written form, otherwise null and void. The Supplier reserves the right to include in the protocol all remarks regarding each stage of the delivery, installation and handing-over procedures. In case the Customer refuses to sign the Technical Handover Protocol, the Supplier shall draw a note on this occasion with reasons for which the Customer did not sign the Protocol, and shall send the note in electronic form to the Customer in order to confirm this fact. A refusal to sign the Technical Handover Protocol does not in any way wave the obligation of the Customer to pay for the delivered goods.
12. Whenever the agreement refers to the completion date it shall be understood as the date of drawing the Technical Handover Protocol – a separate one for the stage of handing over the subject matter of the agreement or the last stage or inclusive for all the stages of realisation included.

13. The agreement defines the number of days needed for the delivery, installation and handing over the subject matter of the agreement to the Customer as well as the conditions upon which each of the procedures is performed.
14. The Customer shall appoint an authorized person, who shall be present during the installation works and be in power to decide how to proceed in case of an unexpected problem. In case such person is not appointed by the Customer, the Supplier shall make all the necessary decisions at the expense and risk of the Customer, or shall stop the installation works without negative consequences for the Supplier.
15. It is forbidden for the Customer to entrust the Supplier's delegated employees with any work or tasks that are not covered by the agreement, without a prior written consent of the Supplier. Any breach of this provision shall result in releasing the Supplier from any responsibility for the actions or conduct of these persons, and the Customer shall bear the sole responsibility in this matter.
16. In case of installation of the delivered components, the Supplier usually delivers them in excess quantity. The aim of this is to ensure constant and undisturbed installation works. All delivered components that were not used for the installation, shall remain the property of the Supplier.
17. Reservation of the property, described in art. 16 above, does not include the waste materials, which are produced during the installation works. The waste material is any material which has no further use and has been disposed of, such as: cardboard boxes, film, pallets, plastic elements, steel waste, paint, containers.

III. Pricing

1. The price included in the agreement shall constitute the total and complete settlement for the subject matter of the agreement between the parties, with all the stages included.
2. The agreement shall specify in detail the price, payment conditions and payment term.
3. The payment date shall be the date of payment registration by the bank account of the Customer.
4. The price provided in the agreement is the net price and an adequate binding tax rate should be added.
5. The Customer shall make payments on the basis of invoices or pro forma invoices issued by the Supplier and delivered to the Customer in any possible way, within the stated payment terms.
6. In case of delayed payment, the Supplier is entitled to charge the Customer with statutory interest for the delay in making the payment.
7. The basic condition upon which the Supplier commences the realisation of the agreement is a written order confirmation signed by the Customer (by e-mail or fax) and/or the fulfilment of the payment conditions by the Customer, especially the advanced payment, that are included in the agreement.
8. In case of deposit, article 394 of the Civil Code shall apply, however, with the amendment that, in case the Supplier does not fulfil the agreement and the Customer

withdraws from the agreement, the Supplier shall be obliged to return the deposit in its original amount. In case when the Customer does not fulfil the provisions of this agreement, and the Supplier withdraws from the agreement, the Supplier shall be entitled to claim compensation from the Customer which is higher than the amount of the deposit.

9. The payment of the deposit shall be included in a prepayment invoice issued by the Supplier.

IV. Technical documentation

1. If the correct execution/realisation of the agreement requires gathering some significant entry data for particular components, devices or installations, the Customer is obliged to provide all this data to the Supplier before the parties enter the agreement. Failure of the Customer to provide entry data to the Supplier shall mean that the Supplier, based on his own experience and knowledge, shall estimate this data on his own and the Customer shall release the Supplier from any responsibility in this matter. Analogically, the same provisions apply in case the Customer provides false or inadequate entry data on the subject matter of the agreement.
2. Any drawings of devices and installations enclosed to offers or drawings in form of annexes and/or attachments to the agreement are of visual character only and they may differ from the actual parameters of the devices. The Supplier reserves the right to alter or modify the technical documentation, especially during the designing stage of the agreement.
3. Together with handing over the subject matter of the agreement, the Supplier shall provide the declaration of conformity for the product or devices as well as instruction manual, with a reservation that those elements and services, which are not included in the agreement are excluded from this obligation. In case of sale, a handover protocol is also required.
4. The Customer is obliged to perform the following: a complete conformity assessment with the Machinery Directive together with the risk assessment for complete machinery (the entire installation), and in justified cases, the explosion hazard assessment and explosion risk assessment. The Customer may order the above services from the Supplier, with a reservation that they are subject to separate quotation. An adequate and proper execution of the assessment procedures may require equipping the final machinery with safety elements, which are not included in the order, and which have to be installed. In such a case, the offer/order shall be updated by the additional elements.

V. Liability, warranty

1. The Supplier shall bear the agreement based responsibility only for the damages made intentionally to the Customer. The parties exclude the Supplier's liability for the potential loss of the Customer.
2. The parties of the agreement exclude the Supplier's liability under the warranty for defects in the subject of the agreement.
3. The Customer shall be entitled to lay a warranty claim on the conditions granted to the Customer in the warranty. Detailed provisions of the warranty are regulated in the General warranty terms and conditions, which are an integral part of the agreement and are available at <https://www.filtrowent.com.pl/en/general-terms-and-conditions-of-sale/>
4. The Customer declares that the conditions for delivery and installation of the subject matter are in accordance with the industrial safety regulations, fire protection etc., and were checked upon by the adequate inspectors. The Customer's declaration also includes, in specific cases, explosion risk assessment, which defines the construction and technical requirements for the subject of the agreement.

VI. The right to withdraw from the agreement

1. The Customer and the Supplier are entitled to withdraw from the agreement within 1 week from the date of its conclusion, with simultaneous payment of the agreed withdrawal compensation (equal to the agreed deposit).
2. The basis for withdrawal from the agreement for reasons the Customer is responsible for is a delay in payment of any payables that are included in the agreement or a delay in accepting the delivery in the agreed delivery term (meaning that the Customer prevents the Supplier from delivering the goods in the agreed term). In such case, the Supplier shall appoint an additional term for the Customer to comply with the provision of the agreement, not longer than 7 days, with a reservation that in case the new deadline is not met, the Supplier is entitled to withdraw from the agreement.
3. The basis for withdrawal from the agreement for reasons the Supplier is responsible for is a delay in performing any stage of the agreement that exceeds 30 days from the deadline for the particular stage that is set in the agreement. In such case, the Customer shall appoint the Supplier with additional term to perform the obligation, not longer than 14 days with a reservation that in case the new deadline is not met by the Supplier, the Customer is entitled to withdraw from the agreement.

VII. Contractual fines

1. Whenever the agreement stipulates the possibility of imposing a contractual fine by the Supplier, it shall not exclude his right to seek a compensation from the Customer in the amount that exceeds the contractual fine, on general terms.
2. The withdrawal from the agreement does not affect the effectiveness of the contractual fines applied before the withdrawal from the agreement.

3. In case the Supplier delays in performing the provisions of the agreement, and the delay exceeds 14 days from the agreed term, the Supplier shall pay to the Customer a contractual fine in the amount of 0,05% net value of the agreement for each day of delay. The total amount of the contractual fine shall not exceed 2 % net value of the agreement.
4. In case the Customer delays in performing the provisions of the agreement (a delay in accepting the delivery understood as the Customer preventing the delivery of the goods in the agreed term), the Customer shall pay to the Supplier a contractual fine in the amount of 0,05 % net value of the agreement for each day of delay.
5. In case of withdrawal from the agreement, except for the case included in p. VI. 1, for the reasons caused by the Supplier, the Supplier shall pay to the Customer a contractual fine in the amount of 10 % of net value of the agreement.
6. In case of withdrawal from the agreement, except for the case included in p. VI. 1, for the reasons caused by the Customer, the Customer shall pay to the Supplier a contractual fine in the amount of 10 % net value of the agreement and the amount equal to the documented expenses incurred by the Supplier on account of the agreement till the withdrawal.
7. In case of breach of p. II. 7 of the provisions hereby, and in case of default of the term included there, the Customer shall pay to the Supplier, a contractual fine in the amount of 600 PLN for each day of delay and per each person delegated by the Supplier to perform the works.
8. In case of breach of p. II. 15 of the provisions hereby, the Customer shall pay to the Supplier the contractual fine in the amount of 5 000 PLN per each person delegated by the Supplier, whose services the Customer used for performing works being out of the scope of works covered by the agreement.
9. The parties of the agreement do not bear any liability for not completing the provisions of the agreement or for their insufficient completion caused by force majeure such as a sudden, extraordinary, external event, unpredictable and unavoidable. The party that is unable to keep the provisions of the agreement due to force majeure or is unable to keep the provisions of the agreement in a sufficient way due to force majeure, is obliged to inform the other party as soon as possible and without delay.
10. The total amount of all the obligations of the Seller to the Buyer resulting from this agreement, may not in any case exceed the actual amount paid by the Buyer to the Seller.

VIII. Final conclusions

1. The agreement is governed by the Polish law and by the jurisdiction of the Polish courts.
2. Any disputes arising from the agreement shall be settled by a court with jurisdiction over these matters located in the city of Poznań.
3. The assignment of the contractual rights and obligations to the third party may take place only after the written consent of the Supplier.

4. The parties are obliged to inform one another of every change of address for deliveries during the period of the agreement.
5. Any eventual legal nullity or ineffectiveness of some particular provisions of the agreement or the provisions of the general terms and conditions of sale do not affect the validity or effectiveness of other provisions. Ineffective and legally null provisions shall be replaced by legally valid and effective provisions which best correspond to the aim of the agreement and the will of the parties.
6. In matters not covered by this document the provisions of applicable law of the civil code and other acts shall apply.