

General Terms of Sales and Services in IOW SERVICE Sp. o.o. in 2023.

§ 1 General provisions

1. This General Terms of Sale (hereinafter referred to as GTS) defines the rules for concluding contracts for the sale of goods, for which IOW SERVICE Sp. z o.o., registered in the National Court Register under the number KRS 0000015135 is the vendor.
2. GTS is an integral part of any sales contracts concluded by IOW SERVICE Sp o.o. including contracts in the form of a written order, offered to the entity that made the purchase.
3. GTS is available to the Buyer before the conclusion of the written contract at the headquarters of IOW SERVICE Sp. z o.o. or on the main website www.iowservice.pl/gts and on the other websites belonging to the IOW SERVICE Sp. z o.o.
4. This GTS is contractually settlements binding the parties for the sale of goods. The parties exclude the use of other contractual models (general terms and conditions of the contract, conditions of sale, contract models, rules, etc.) used or determined by the Buyer.
5. The provisions contained in these GTS may be amended only in writing to be valid. The conclusion of a separate contract of sale precludes the application of these GTS only in the range regulated in a different way. 6. Other arrangements between the parties agreed and confirmed in writing shall take precedence over the provisions of the GTS.

§ 2 The Nomenclature

Terms used in these General Terms of Sale shall mean:

1. The Seller IOW SERVICE Sp. z o.o., Kochlice ul. Lubińska 1C, 59-222 Milkowice, NIP: 691-21-64-562, KRS 0000015135.
2. The Buyer - a legal person, an organizational unit without legal personality and natural person running a business.
3. Payment deadline - the date on which payment for the goods is due.
4. Goods - movables, services, goods to be sold on the basis of the sales contract between the Seller and the Buyer.
5. Order - an offer to purchase products made by Buyer in writing, delivered personally, by mail, courier, fax or e-mail, containing at least: the name of the ordered product, quantity, Buyer's data necessary to issue a VAT invoice and data about the company, contact data, date and place of receipt of ordered products.
6. Individual order - an order for which, in response to it, the Seller indicated that at the time of placing the order, the ordered goods will be available within a specified period, as they are not available in the Seller's warehouse.
7. Confirmation a written declaration of acceptance of the Seller's order submitted to the Buyer after its receipt, together with an indication of at least the price of goods, the total value of ordered goods, completion date, place and conditions of delivery/receipt and payment terms.

§ 3 Conclusion of the contract

1. Information contained on the Seller's website, catalogues, brochures, flyers, advertisements and other publications - does not constitute an offer within the meaning of the Civil Code, even if they have the price.
2. The Buyer's order should contain the following data:
 - a. The name of the Buyer - with an indication of the exact address,
 - b. VAT number or equivalent,
 - c. Indication of the offer number, if applicable,
 - d. The trade name of the specified goods,
 - e. The amount of ordered goods,
 - f. The date, place and conditions of delivery/receipt of goods.
3. The condition of effective conclusion of the sale contract is placing of an order by the Buyer and a written confirmation of the order by the Seller (in the form of e-mail, fax, letter). Written confirmation of the order means that the Seller has received the order and accepted it for implementation. Placing an order by the Buyer is not binding for the Seller, and its lack of response does not mean a silent acceptance of the order. By placing an order the Buyer agrees with these GTS in relations between the Seller and the Buyer.
4. The Seller may suspend the execution of the sale if he has doubts about the veracity of the data contained in the documents referred to in § 3 section 2 of GTS.
5. If the impossibility of performance the subject of the contract by the Seller was caused by force majeure, the Buyer shall have no claim for non- performance or untimely performance of the contract. Events known as force majeure include, in particular; natural disasters, fire, strike, embargo, suspension of the transfer of foreign exchange, reduce of energy, loss of the electronic communications.
6. The Buyer has the right to cancel the order within 2 working days from the confirmation of the order by the Seller. Resignation from the order takes place in writing, via e-mail or fax: Resignation from the order will be effective, provided that the Seller has not already incurred costs related to the execution of the order, in particular it applies to individual orders.
7. The Buyer has the right to make corrections to the order with a detailed description of the requested changes within 2 working days from the confirmation of the order by the Seller.
8. Reporting a correction in violation of the deadline specified in section 7 is ineffective and obliges the Ordering Party to pay the entire amount due for the Goods ordered in accordance with the order confirmation.

§ 4 Prices

1. In case of a discrepancy between the Seller and the Buyer on the commodity price, commodity price is the price resulting from the order confirmation.
2. Prices quoted by the Seller are always net prices to which will be added tax on goods and services at the rates in force at the date of the invoice. Unless otherwise agreed EXW shipment rules should be applied. (INCOTERMS 2010) and Seller's standard packing.

§ 5 Payments

1. The Buyer is obliged to pay claims arising from the sale of goods by the date indicated on the invoice.
2. The payment date shall be the date of booking payment on the bank account of the Seller, stated on the invoice or the date of payment in cash.

3. In the case of non-payment by the Buyer within the prescribed period, the Seller is entitled to charge interest.
4. Failure to submit claims within the period specified on the invoice entitles the Seller to interrupt the supply of goods and suspend the execution of already accepted orders. The Seller may make the execution of new orders placed by the Buyer which is in arrears with payments or pay the invoice untimely from the advance payment of the new order of the Buyer.
5. Payment of a complaint does not relieve the Buyer from the obligation to make payment for the goods within the deadline.

§ 6 Responsibility, deadline, delivery of goods

1. Seller is not responsible for any loss, damages or costs (direct or indirect) arising from claims of the Buyer for any errors in delivery or delay caused by logistics operator.
2. Delivery times resulting from the contract between the parties may be subject to change in case of events, for which the Seller is not responsible.
3. If the Buyer does not accept the goods despite the order, the Seller is entitled to charge the Buyer with transport costs and other costs which are not in connection with the acceptance of the goods by the Buyer.
4. The Buyer is obliged to check the conformity of the delivered goods with the order immediately upon receipt of the goods. He is obliged to check, in particular: the status of the consignment, quality, quantity and range of delivered goods, and to report immediately (i.e. no later than 3 working days) to the carrier and the Seller reservations in this regard by drawing up a protocol of non-compliance. Seller reserves the right to review of the complaint to the place of delivery.
5. The Buyer is obliged to use the purchased goods in accordance with technical conditions of use.

§ 7 Warranty, complaints, returns

1. The Seller reserves the right to ownership of the goods sold, which means that the Seller is the owner of the goods until full payment of the amount due for the received goods and other receivables arising from the sale contract, regardless of the place of storage or mounted in other subjects.
2. The Buyer bears the risk of accidental loss or damage to the goods during the period between its release and the transition of ownership of the goods on his behalf.
3. The Seller and the Buyer exclude relations arising from the sale of goods to the Buyer responsibility under the warranty. This exclusion does not apply if the Buyer is a consumer.
4. The Seller shall grant 3 monthly warranty of proper operation of the sold goods, calculated from the date of sale of goods (the date of the VAT invoice for the sold goods)
5. The Seller, in the case of disclosure of the defects in the goods, is obliged to remove the physical defects of goods or delivery of goods free from defects, if these defects become apparent within the period referred to in § 7 section 4.
6. The Buyer within 2 days from the date of disclosure of the defect is obliged to report its existence in writing or per e-mail address: warranty@iowservice.pl.
7. The Seller, after receiving notice of a defect in the product will remove the physical defect of goods or deliver goods free from defects.
8. The Seller allows for reimbursement of purchased goods from the Buyer within 3 working days from the date of sale of goods (the date of the VAT invoice for the goods sold). The costs of return, in particular the transport of goods to the Seller's registered office, shall be borne by the Buyer.
9. If the goods have been sold in the context of an individual order, especially taking into account the needs of the Buyer, the Seller allows the return of such goods after deduction of an amount corresponding to 35% of the value of ordered goods in accordance with the issued VAT invoice for the goods as operating costs related to the implementation of the return procedure under order by case basis, taking into account the special needs of the Buyer. The Seller by acceptance of the Buyer return of the goods shall issue a VAT invoice for the operational costs associated with the implementation of procedures for the return of goods under custom case by case basis taking into account the special needs of the Buyer.
10. The decision to accept return of the goods is a discretionary decision of the Seller in respect of which the Buyer cannot claim any compensation.
11. Documents regarding returns should be sent only to the address: returns@iowservice.pl.
12. In no event will the Seller be held liable for any indirect damage arising from a machine breakdown or downtime.

§ 8 Data processing

1. By accepting these GTS the Buyer agrees to the processing of his personal data by the Seller and those acting on his behalf in the country and abroad, in connection with the execution of contracts for the sale of goods offered by the Seller.

§ 8a Data processing

1. Electronic parts, controllers, sensors and solenoid valves are not returnable. Greases and oils are not returnable.

§ 9 Exclusions

1. The Buyer cannot, without the consent of the Seller's transfer of knowledge and information obtained as a result of trade contacts with the Seller to third parties in matters of trade secrets.

§ 10 Final Provisions

1. The law applicable for these GTS is the law applicable in Poland.
2. The text of the contract and GTS in the Polish language is the original version.
3. In cases not covered by these GTS the provisions of the Civil Code shall be applied.
4. Annulment of individual provisions shall not affect the validity of the remaining provisions of the GTS.
5. The Parties shall endeavour to amicably settle any disputes arising from the execution of contracts covered by these terms. In case of inability to an amicable settlement, jurisdiction to hear the dispute is the court competent for the seat of the Seller.