

GENERAL TERMS AND CONDITIONS OF SALE ENGO Controls Sp. z o.o. Sp. k.

I. General provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) determine the principles of concluding sales agreements of goods the manufacturer, distributor or Seller of which is ENGO Controls Sp. z o.o. Sp. k. Rolna 4, 43-262 Kobielice, Poland, NIP: 638-180-68-25 hereinafter referred to as the Seller.
2. A party to agreements concluded with ENGO Controls Sp. z o.o. Sp. k. may be exclusively an adult natural person or a legal person and an organizational unit without legal personality, to which separate regulations grant legal capacity, hereinafter referred to as the Purchaser.
3. These GTCS shall regulate the rights and obligations of the Parties to the contract and shall constitute an integral part of any contracts binding the Seller and the Purchaser. Any provisions to the contrary should be made in writing under pain of nullity. The same applies to other regulations referred to in these GTCS. With regard to contracts concluded with consumers, the GTCS shall apply to the extent that the provisions of the GTCS do not violate mandatory provisions of law. If anything else results from the content of the mandatory provisions of law, they are directly applicable in place of the invalid GTCS provisions.
4. The content of the GTCS valid at the time of receipt of the order by the Seller shall always be binding. If the content has changed between the sending and receipt of the order, the Seller shall notify the Purchaser of this fact.
5. By placing an order, the Purchaser declares that it is aware of the GCS. The Purchaser declares that it accepts the GCS and does not object to their content.
6. The GTCS are a contractual regulation, binding the Parties to the sale of goods and services. The parties exclude the application of other contractual templates (general terms and conditions of contract, terms and conditions of sale, model contracts, regulations, etc.) applied or agreed upon by the Purchaser.
7. Any deviation from the content of these GTCS or other documents forming an integral part of the contract, different terms and conditions as well as additional agreements shall only be valid if confirmed by the Seller in writing or electronically under pain of nullity.
8. Amended agreements between the Parties agreed and confirmed in writing shall take precedence over the provisions of the GTCS.

II. A Commercial Offer and an Order Confirmation

1. The Purchaser must submit the order as a PDF or Excel attachment or in the body of the message via email to orders@engocontrols.com.
2. The Seller verifies the content of the order for its availability and, if there are no obstacles, confirms the order by e-mail in the form of an Order Confirmation document, hereinafter referred to as the OC.
3. The Purchaser is obliged to read the OC document and confirm its correctness to the Seller by e-mail.
4. Any correspondence between the Parties prior to the Purchaser placing an order, including any modifications or queries by the Purchaser prior to the order being placed, shall not constitute an offer within the meaning of the Civil Code and shall not create an obligation to sell the goods.

5. Please note that commercial offers and other information about the Products offered by the Seller do not constitute the basis for concluding the contract. Orders placed on their basis each time require confirmation of the Seller. The Seller will not be bound by statements made by him in which there are obvious mistakes regarding, for example, incorrectly specified currency or other issues related to offers, order confirmations, invoices.

6. It is mandatory that the order be confirmed by the Purchaser via email in order to ensure that it is binding on the Seller.

7. The Purchaser is responsible for any mistakes made in the order, including the wrong choice of goods or delivery location. The Seller is not liable for any misunderstandings regarding the information and technical data presented in catalogues, brochures, websites, or other materials provided to the Purchaser. The execution of the order in accordance with the content of the order means the correct execution of the contract, regardless of the Purchaser's intentions.

III. Documents, intellectual property rights

1. The Product parameters indicated in information materials such as catalogues and information on the website, as well as in the offers, are approximate data due to the constant technical progress.

2. The Seller informs that it is the sole owner of the copyright to the documents and their elements transmitted or made available to Purchasers. The passing on or making available does not imply the granting of any licence or other right to use these materials.

3. The Seller shall hold the exclusive industrial property rights to the Products and technical solutions used in the performance of the goods. Purchasers are obliged to keep confidentiality of all technical data of the Products made available to them.

IV. Packaging, insurance

1. The Seller will pack the goods in a special manner at the Purchaser's request, subject to an additional charge.

V. Transfer of Risk to the Purchaser

1. The risk of damage or loss of the goods shall pass to the Purchaser as soon as the goods have been delivered to the first carrier.

2. If the delivery of the goods does not take place for reasons attributable to the Purchaser, the Seller shall exercise due diligence in the storage of the goods and the Purchaser shall pay all Purchaser shall bear all costs of such storage.

VI. Delivery terms

1. The delivery date indicated in the commercial offer or the OC is only valid in circumstances dependent on the Seller. In the case of circumstances independent of the Parties or dependent on the Purchaser, the period will be extended accordingly.

2. The delivery date indicates the estimated time when the goods should be delivered to the first carrier, unless otherwise agreed in writing.

3. In the event that the Purchaser is unable to collect the goods due to force majeure, the deadline will be extended accordingly. However, if the state of force majeure persists for a period of at least one month, the Seller will have the right to withdraw from the contract. In this case, the order will not be executed, and the Purchaser will be liable for only those costs that they have caused by their disloyal acting.

4. In the event that the Purchaser is unable to collect the goods within the agreed period due to a justified reason, the Seller will act in accordance with the Purchaser's instructions, provided that this does not result in significant additional costs. In this case, the Purchaser is obliged to cover immediately all costs incurred as a direct consequence of the change.

5. In the event that the Purchaser declines to collect the goods or fails to report for collection without a valid justification, the Seller is entitled to cancel the order. In such a case, the Seller is not obliged to deliver the goods and the Purchaser is required to pay the full agreed price. Furthermore, if the Purchaser's actions result in additional costs or damages, the Purchaser is also obliged to cover them in full.

6. Notwithstanding the above, the Seller may refuse or delay delivery in the event that the Purchaser's acting or circumstances, for which the Purchaser is responsible, will result in the Purchaser's failure to perform its obligations to the Seller or cause damage to the Seller.

VII. Product prices, payment terms

1. The terms of payment shall be specified in the contract or order confirmation.

2. The prices of goods shall be determined on the basis of net list prices of the Seller or a commercial offer prepared by the Seller. The prices shall be increased by the applicable value added tax (VAT) in the amount resulting from the provisions of the law in force on the date of sale.

3. In order to conclude a specific sales contract, the Seller reserves the right to request a down payment in the amount and at the time individually agreed with the Purchaser.

4. Any discounts, rebates and allowances granted by the Seller must be individually agreed by the Parties in writing under pain of nullity.

5. All goods purchased as part of promotional activities organised by the Supplier at special prices, including any additional discounts, are excluded from the right of return.

6. Payments by the Customer to the Seller shall be made exclusively to the bank account indicated by the Seller in the contract, OC or invoice and shall be free of any money transfer costs or other charges.

7. The date of payment by bank transfer is the day on which the amount due is credited to the Seller's bank account.

8. If there is any delay in payment of invoices issued by the Seller to the Purchaser in respect of the sale of Seller's products, the Seller shall charge the Purchaser with interest for the delay at the statutory rate as for delays and shall refuse to make further deliveries to the Purchaser until the overdue amounts have been settled. The contract may stipulate a different interest rate.

9. If the Purchaser has not resold the Products to the Seller, the Purchaser shall become the owner of the Products upon full payment for them, within the time limits specified in the GTCS. If the Purchaser fails to make payment within the specified period, the Seller shall have the right to claim from the Purchaser the return of the unpaid Products. The Seller may also demand compensation if the Products have been used up or damaged, in particular if their value after collection from the Purchaser's warehouse is lower than the amount of payment that the Purchaser should have made for the Products.

10. If ownership of the goods is reserved, the transfer of ownership to the Purchaser is deemed to take place subject to payment. This means that the Seller remains the owner of the object of sale until the Purchaser has paid the full price.

11. Filing a complaint does not entitle the Purchaser to withhold payment for the Products or any part thereof

12. Default in payment entitles the Seller to withhold other orders.

VIII. Retention of title

1. The Seller reserves the right of ownership of the Products sold. This means that the Seller is the owner of the goods until full payment for the goods received and other receivables arising from the contract of sale, regardless of the place of storage or installation of other items.

2. In the event of bankruptcy or settlement proceedings being initiated against the Purchaser, the goods must be marked in a way that indicates the Seller's reservation of ownership.

3. In the event of the seizure of goods belonging to the Seller, during enforcement proceedings directed towards the Purchaser's property. The Purchaser shall notify the Seller without delay of this situation and shall assist the Seller in exercising their rights by taking all available measures. The Purchaser, at the request of the Seller, is obliged to provide immediately all information on where the goods subject to retention of title are stored.

IX. Defects of goods and liability for damages

1. Liability for defects in goods as defined in the Civil Code and other laws is excluded, with the exception of exclusions which are not permissible under mandatory legal provisions. In particular, liability under warranty is excluded.

2. The Seller provides a warranty for its Products. A model of the warranty is available on request from the Purchaser and can be sent in writing or by e-mail.

3. The Seller declares that it is not liable for any damage caused by the improper use of the Seller's Products.

4. Notwithstanding the above, the Seller shall only be liable for damages if the damage was caused by his fault or gross negligence. The Seller shall not be liable for any benefits lost by the Purchaser as a result of improper performance of the contract.

X. Complaints procedure

1. All complaints must be submitted in writing to support@engocontrols.com and orders@engocontrols.com

2. Complaints must be submitted by email to the following addresses: support@engocontrols.com and orders@engocontrols.com. Only the Purchaser of the Seller's Products is entitled to make a complaint. In the event that the defect is identified by another person or entrepreneur, the complaint shall be lodged through the Purchaser from whom the defective goods were Purchased.

3. In the case of deliveries to a point specified by the Purchaser, any complaints regarding the quantity of Products delivered must be submitted within 3 days of the date of delivery.

4. Quality complaints during the warranty period may be made by the Purchaser within 7 days of the identification of the defect.

5. Non-submitting a complaint within the deadlines specified above will result in the Purchaser losing the right to file a complaint.

6. When considering complaints, their validity is assessed in accordance with the relevant technical standards.

7. The complaint must include a detailed description of the defects in the Product, the name of the Seller, and the Purchaser's contact information. It must also be accompanied by proof of purchase, such as an invoice or fiscal receipt, which confirms the date of purchase and the Seller's details.

8. Complained Products shall be delivered to the Seller at the Seller's expense only if the dispatch of the faulty goods indicated in the complaint has been agreed with the Seller and the complaint has been recognised by the Seller as justified and caused by the Seller, otherwise the Purchaser shall be charged with the costs of transport of the complained Products.

9. In the event that additional information is required in order to process the complaint, the Purchaser is obliged to provide all data and information requested by the Seller in order to consider the complaint, under pain of invalidity of the complaint process.

10. The Seller warrants that they will provide a response to the method of complaint resolution within 30 days of receipt of the claimed goods. In exceptional circumstances, the processing period may be extended.

11. In the event that the Seller is unable to repair the defective Product and a replacement is not available, the Seller reserves the right to issue an appropriate corrective document to the Purchaser and return the money spent by Purchaser.

12. The way in which a complaint is dealt with will depend on the nature of the fault. The Seller will decide whether to repair, replace or refund, by assessing the type of defect.

13. The Seller shall not be liable in any way for any additional costs incurred as a result of a defect in the Product, limiting its liability only to the Product itself, which is the subject of the Contract.

14. The Seller shall not be liable for any damage caused by improper use or storage of the Products by the Purchaser, nor for performance or design defects of third parties.

XI. Personal data

1. By accepting these GTCS, the Purchaser consents to the processing of his personal data by the Seller and entities acting on his behalf in the country and abroad, in connection with the performance of contracts for the sale of goods offered by the Seller.

2. The Purchaser may not, without the Seller's consent, communicate the knowledge and information obtained as a result of business contacts with the Seller to third parties on matters covered by trade secrets.

XII. Final provisions

1. Polish law, in particular the provisions of the Civil Code, shall apply to the extent not regulated in the GTCS Contract. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to GTCS and the Contract. (the Vienna Convention).

2. All disputes arising in connection with the Contract shall be settled by the ordinary court having jurisdiction over the Seller's registered office. This does not apply to contracts concluded with a customer.

3. The invalidity or ineffectiveness of any of the provisions of GTCS shall not affect the validity or effectiveness of other provisions of GTCS. In such a case, the relevant legal provisions shall apply instead of the invalid or ineffective provisions of GTCS.

4. The Purchaser shall not be entitled to assign any rights under the contract to any third party without the prior written consent of the Seller.

5. The current content of GTCS is available on the Seller's website. The GTCS may be recorded, obtained, stored and reproduced at any time by printing or downloading in PDF format from the Seller's website and saving in the computer memory or any other appropriate data carrier.