

GENERAL TERMS AND CONDITIONS OF PURCHASE HYDROPRESS WOJCIECH GÓRZNY

§1 Scope of application

1. These General Terms and Conditions of Purchase (hereinafter referred to as the GTC) shall apply to contracts concluded between Wojciech Górzny, conducting business activity under the name of HYDROPRESS Wojciech Górzny (hereinafter HYDROPRESS), under which HYDROPRESS purchases goods (e.g. materials, raw materials, spare parts, equipment or machines). The provisions of these GTC shall apply accordingly to contracts under which HYDROPRESS acquires services.
2. Information on the application of these GTC is contained in the content of orders placed by HYDROPRESS. By accepting the order, the supplier agrees to the application of these GTC. Any withdrawal from the application of the GTC shall require agreement of the parties prior to the conclusion of the contract. The agreement on withdrawing from the application of the GTC shall not be null and void unless made in a written, electronic or documentary form.
3. The content of these GTC is available in an electronic form on the HYDROPRESS website at <https://hydropress.pl/pl/firma/warunki-handlowe>. Each person interested is entitled to download, save and reproduce these GTC.

§2 Conclusion of the Contract

1. To conclude a contract, HYDROPRESS must place an order and the order must be accepted by the contractor. The order shall specify, as a minimum: subject of the order, including the quantity of ordered goods, price, delivery terms, delivery date and information on the application of these GTC. The contractor must submit a notification order acceptance no later than within two business days of placing the order.
2. If the contractor fails to submit a notification of order acceptance, the contract will not be deemed concluded. If the contractor makes a notification of order acceptance on condition that HYDROPRESS accepts the proposed amendments to the wording of the order, the conclusion of the contract shall require an express statement of acceptance of these amendments by HYDROPRESS. If HYDROPRESS fails to submit such statement of acceptance of the conditions proposed by the contractor, the contract will not be concluded.
3. Orders and statements referred to above shall not be valid unless one of the following forms is used: written, documentary or electronic.

§3 Deliveries of goods

1. Contracting parties shall deliver goods under the terms and conditions specified in orders and offers/price lists. All purchase orders placed during the period of validity of the offer/price list are subject to the terms and conditions specified in the offer/price list. Any changes must be communicated and agreed to by HYDROPRESS. HYDROPRESS reserves the right to withdraw from the contract in the event of non-compliance by contractors with the provisions included in the order. HYDROPRESS can receive goods on business days from 7:00 am to 4:00 pm. For goods deliveries on Saturdays, Sundays, public holidays or outside the hours defined in the previous sentence, the consent of HYDROPRESS in a written, electronic or documentary form shall be required each time.
2. Along with the goods, the contractor shall provide shipping documents, i.e.
 - a) a VAT invoice, unless the invoice is delivered electronically;
 - b) a packing list specifying the quantity and type of delivered goods and the HYDROPRESS order number(s) to which the delivery relates;
 - c) documents containing CN customs classification codes of goods (acceptable invoice or declaration)
 - d) quality documents such as: safety data sheets, warranty documents, user manuals. The VAT invoice and the packing list should contain reference to the order number being the basis for delivery. HYDROPRESS may at its choice reject the delivery for reasons attributable to the contractor if shipping documents are missing or incomplete.
3. For hoses and all products containing rubber components production date and batch number must be marked on the product. On the day of delivery, the production date marked on the product cannot be older than 12 months. All exceptions must be communicated to HYDROPRESS and agreed upon prior to delivery. Any non-conformities are the basis for a compliant and the return of goods at the contractor's expense.
4. If the contractor anticipates difficulties in completing the delivery in accordance with the content of the order, in particular if the contractor anticipates that the delivery will be delayed or incomplete, it is obliged to immediately notify HYDROPRESS of this in writing. The notification should contain the essence and reason for the anticipated problem and indicate the date on which the contractor anticipates the delivery will be completed in full in accordance with the order.
5. Neither the notification from the contractor referred to in paragraph 3 above nor the receipt of a delivery by HYDROPRESS shall be deemed a waiver by HYDROPRESS of its claims arising from default in delivery.

6. In the event of a delay in the delivery of goods which is attributable to the contractor (the term "delivery of goods" should be understood as a complete delivery of goods in accordance with the order), HYDROPRESS is entitled to charge the contractor with liquidated damages of 1% of the total gross price of the goods specified in the order, for each started day of delay. The payment of liquidated damages by the contractor does not preclude the right of HYDROPRESS to claim damages according to general principles in excess of the liquidated damages paid. Liquidated damages may also be charged if the contractor delivers defective or incomplete goods. Liquidated damages will then be charged until the delivery of the goods in accordance with the order.
7. In the event of a delay in the delivery of goods in accordance with the order which is attributable to the contractor exceeding two business days, HYDROPRESS will be entitled to submit a statement of withdrawal from the contract.

§4 Acceptance

1. HYDROPRESS will carry out quantity and quality inspection of goods being accepted within 21 days of delivery. The quality inspection concerns any defects which can be detected on the basis of a cursory inspection of the goods, without opening the packaging. HYDROPRESS is not obliged to open packages, carry out tests or inspections to check the technical condition, quality or completeness of the goods.
2. The contractor waives the right to invoke the loss of warranty and guarantee claims by HYDROPRESS due to a delay in notifying a defect.
3. If the delivered goods show signs of damage in transit, HYDROPRESS will record this fact immediately in the presence of the courier. If the courier refuses to participate in the inspection of the consignment or refuses to sign the document confirming the result of the inspection, HYDROPRESS will record this fact. The contractor will be immediately notified of the results of the inspection.

§5 Defects

1. If the delivery is in any way inconsistent with the content of the order, and in particular if the goods are incomplete, damaged, the required shipping documents are missing or if the delivery is delayed, HYDROPRESS will be entitled, at its own discretion to: refuse the receipt of delivery in whole or in part or to receive delivery in full despite patent defects. The contractor is obliged to perform the warranty obligations also if the goods are already owned or possessed by an entity other than HYDROPRESS. The contractor may not refuse to perform the warranty obligation because of an incommensurability of performing such an obligation to the value of the goods affected by the defect.
2. In the event of refusal to receive a delivery in whole or in part, HYDROPRESS will be entitled to submit to the contractor a statement of withdrawal from the contract to the extent that the receipt of delivery was refused or to request that the delivery be carried out in accordance with the order. If a request is made for delivery to be carried out in accordance with the order, the contractor is obliged to immediately deliver the missing, non-defective goods.
3. The warranty for the delivered goods shall be 5 years from the date of delivery. Under the warranty, the contractor shall at its own expense, not later than 7 days from the date of notifying the defect, at the choice of HYDROPRESS: replace the goods with new ones, repair the goods at the location of the goods or collect the defective goods and refund the selling price of the goods to HYDROPRESS. Performance of the obligations referred to in the previous sentence shall not preclude HYDROPRESS's right to claim compensation according to general principles.
4. The contractor is liable for the acts or omissions of its subcontractors and suppliers as for its own actions even if it is not at fault in the selection.

§6 Final provisions

1. Any disputes related to the performance of contracts to which these GTC apply will be settled by courts in whose area of territorial jurisdiction the main office of HYDROPRESS is located (the city of Elbląg).
2. If any of the provisions of these GTC turn out to be unlawful or unenforceable, this shall not preclude the use of the remaining part of the GTC and the provision deemed unlawful or unenforceable will be replaced by a lawful and enforceable provision which will as fully as possible reflect the purpose of the unlawful or unenforceable one.
3. In matters not covered by the content of the order or these GTC, the provisions of Polish law shall apply.
4. These GTC are drawn up in the Polish and English languages. In the event of interpretation doubts the Polish language version shall prevail.