

GENERAL TERMS AND CONDITIONS OF THE SALE (GTCS) OF RECTUS POLSKA SP. Z O.O.

I. General provisions

1. The General Terms and Conditions of Sale of Goods and Services, hereinafter referred to as GTCS, determine the principles of commercial cooperation between Rectus Polska Sp. z o.o. located in Gumna, 14 Firmowa St., 43-426 Dębowiec (hereinafter referred to as Rectus Polska) and the Buyer and apply to agreements, which are executed within the territory of Poland.
2. The Buyer acknowledges that the following GTCS are an integral part of the sale and purchase agreement and any order confirmation, unless individually determined terms and conditions stipulate otherwise.
3. GTCS are provided for the information and acceptance of the Buyer as an attachment to the commercial offer and are available on the website "www.rectus.pl". If the Buyer remains in permanent trade relations with Rectus Polska, acceptance of GTCS at one order shall be deemed as their acceptance for all the subsequent orders and sales agreements.
4. Any arrangements between the Parties deviating from the provisions set forth in the GTCS shall require written confirmation by Rectus Polska.

II. Offer, order, order confirmation

1. The written offer of Rectus Polska, is the basis for the Buyer to place an order. The order is submitted in writing, electronically or by telephone. Order confirmation by Rectus Polska, signifies the establishment of a contract of sale between the Parties, under the terms and conditions specified in the order confirmation and resulting from the provisions of GTS.
2. The order should contain the index, the name of the product, the quantity of the ordered items and the company's identification data. The order shall be approved in accordance with the company's representative.
3. When placing orders by phone, the prerequisite for the execution of the order is a confirmation by the Buyer of the document generated from the system of Rectus Polska.
4. Diagrams, figures and any documentation attached to the offer, which is not documentation generally available on the website of Rectus Polska, is intended solely for the use of the Buyer may not be duplicated or made available to third parties without the expressed consent of Rectus Polska.
5. The Buyer may not withdraw from the agreement or otherwise evade its execution in the event of placing an erroneous order, save with the consent of Rectus Poland..

III. Prices and terms of payment

1. Payment for the products purchased by the Buyer, shall be made in accordance with the commercial terms and conditions in force between the Parties on the date of issuance of the invoice or the applicable offer.
2. Due to the nature of the business aimed at entrepreneurs, the prices stated in the commercial price lists or offers are net prices and do not include shipping and packaging costs.

3. The date of payment shall be the date on which the amount due is credited to the account.
4. In the event of non-compliance with the terms of payment, Rectus Polska has the right to suspend the execution of orders placed by the party in default.
5. In the event of non-compliance with the payment deadlines, statutory interest as well as all costs associated with the collection of the debt shall be charged.

IV. Terms of delivery, transport

1. The delivery address of the shipment shall be the Buyer's registered office, save if another delivery address is specified in the order.
2. The shipment is carried out by transportation organized by Rectus Polska and approved by the Buyer. Transportation shall be carried out on DAP terms and conditions.
3. Transportation costs shall be paid by the Buyer.

V. Returns

1. Return of goods is possible only after prior approval of Rectus Polska.
2. Goods shall be returned unused, undamaged, in the original packaging.
3. In the event of return of standard commercial goods, permanently stocked in the warehouse of Rectus Polska, the Buyer shall pay a processing fee of 20%.
4. Non-standard products or products customized upon the special order of the Buyer, are not returnable.
5. Only returns submitted within three months from the date of purchase shall be considered.
6. Transportation costs of the returned goods shall be paid by the Buyer.

VI. Warranty

1. The Buyer is obliged to carry out a quantity and quality inspection of products delivered by Rectus Polska within 7 days from the date of their receipt. Quantitative inspection is to be understood as a statement of compliance of the quantity and type of products received with the shipping specification or invoice, while qualitative inspection is to be understood as a visual assessment of the condition of the product and technical defects, detectable to the naked eye without start-up tests. Failure to meet this deadline will result in the loss of the right to initiate the complaint procedure described in Chapter VII, within the scope of the above-mentioned quantity and quality inspection.
2. Rectus Polska guarantees the due quality and maintenance of technical parameters of the products it supplies for a period of 12 months from the date of sale, unless a different warranty period is explicitly stated in the offer.

3. Rectus Polska's liability under the warranty shall relate to the obligation to repair, replace or refund the amount paid, the choice in this regard rests with Rectus Polska. All other warranty claims are excluded.
4. Ownership of the defective, replaced parts shall be vested in Rectus Polska.
5. The warranty applies to defects, caused by defective design and/or use of improper materials, and/or improper manufacturing.
6. Rectus Polska's liability under the warranty is excluded if the repair or replacement was performed by unauthorized third parties. The warranty does not cover any modifications made on the Buyer's or third parties' own initiative.
7. The warranty does not cover defects caused by :
 - application and/or use not compliant with the intended use
 - improper handling and storage
 - improper installation by the Buyer or third parties
 - impact of external factors, such as chemical or electrical, which are beyond the control of Rectus Polska.
8. The packaging of ordered goods is carried out under the supervision of monitoring and is one of the main tools used to analyze the complaint regarding the quantity of goods.
9. The liability of Rectus Polska does not include consumable parts that normally wear out in the course of operation in accordance with the intended use of the product.
10. Liability under warranty is excluded.

VII. Complaint procedure

1. The basis for the initiation of the complaint procedure is a written filing of a complaint, containing the index of the product and a description of the defect as well as providing the invoice number. The buyer is also obliged to provide all necessary information about the nature of the operation of the product under complaint.
2. Rectus Polska assigns a complaint number to the claim, which must be placed on the consignment note to identify the shipment. Shipments without a complaint number will not be accepted.
3. The product under complaint, after receiving the complaint number, should be sent to Rectus Polska for inspection and repair or delivery of a new one.
4. The filing of a complaint shall not entitle the Buyer to withhold payment for the delivered products.
5. Rectus Polska, provided that it recognizes the complaint, shall bear the shipping costs of the products to be repaired or replaced.
6. Rectus Polska undertakes to consider the complaint as quickly as possible. If specialized expertise, testing or repair is required, Rectus Polska reserves the right to send the goods to the manufacturer, which may prolong the complaint processing period.
7. The Buyer shall be informed of the outcome of the complaint handling procedure by e-mail or letter.
8. The Buyer shall not have the right to rectify defects at the expense of Rectus Polska on its own or by third parties.
9. In matters not regulated by the above terms and conditions, the provisions of the Civil Code shall apply.

VIII. Supervision of Buyer's property

1. Supervision of Buyer's property includes:
 - 1.1. Protection of personal data. Personal data obtained in the process of cooperation with the Buyer shall be processed in accordance with the applicable regulations of the Personal Data Protection Act (Journal of Laws 2018, item 1000), EU Regulation (2016/679) and EU Directive (2016/680) dated 27.04.2016. For more information on personal data processing, please visit <https://rectus.pl/polityka-prywatnosci/>
 - 1.2. Products, goods, which due to complaint procedures or maintenance service are delivered by the Buyer to Rectus Polska Ltd. Supervision of entrusted products includes:
 - receiving the goods, material with assessment and documentation of technical condition
 - unambiguous identification to ensure supervision in the process of processing, repair, service
 - physical protection from damage, contamination, etc.
 - returning the goods to the Buyer in appropriately protected packaging for the type of goods, material.
 - 1.3. The Buyer's technical documentation entrusted to Rectus Polska, which is subject to clear identification and protection under copyright and related rights (Act on Copyright and Related Rights, Journal of Laws 1994 No. 24 item 83). The entrusted documentation is used exclusively for the purpose of carrying out the service ordered by the Buyer. In special cases, the Buyer is required to stipulate special conditions for the protection of the documentation entrusted to Rectus Polska.

IX. Exclusion of liability

1. Rectus Polska shall not be liable for the non-performance or improper performance of the contract, which is due to "force majeure". By "force majeure" is meant an event or circumstance beyond the control of Rectus Polska, which makes the execution of the agreement impossible and which Rectus Polska could not have foreseen or prevented with due diligence.

X. Final provisions

1. Subject to mandatory provisions of law, these GTCS may be amended by Rectus Polska, with two weeks' notice.
2. Any changes to the GTCS proposed by the Buyer when placing an order shall require the written consent of Rectus Polska.
3. Any disputes that may arise in connection with the implementation or interpretation of GTCS, the Parties shall try to resolve through friendly negotiations. Disputes, which cannot be solved amicably by the Parties, shall be submitted by the Parties to the competent subject matter courts for the headquarters of Rectus Polska.