

1. Scope of application

For all contracts of Profitech Sp. z o.o. the following conditions apply.

Objections or claims made by customers that are deviating from these general terms and conditions are not applicable.

2. Placing an order

Orders or offers remain non-binding until accepted by both the buyer and Profitech Sp. z o.o. in writing.

The buyer is obliged to pay a deposit on the basis of the signed order confirmation contract.

By making a deposit, the buyer confirms and accepts the sales and delivery conditions listed in the order confirmation contract.

Any offers made before signing of the order become invalid.

If the deposit is not paid into Profitech Sp. z o.o.'s account and there is no order confirmation from the buyer, in which the buyer accepts the terms of the order and confirms the technical, dimensional and quantitative terms of the order confirmation prepared by Profitech Sp. z o.o., Profitech Sp. z o.o. is not obliged to start the order execution.

After the customer makes a deposit and provides Profitech Sp. z o.o. with a signed confirmation of the order, it becomes impossible to introduce any changes to the order.

3. Prices

Unless stated otherwise in the order confirmation, all prices provided are Profitech Sp. z o.o.'s net prices and do not include delivery costs.

The transport costs are given separately in the order confirmation.

Per the order confirmation, the remaining amount of the order is paid at the time of delivery of goods in cash before unloading or paid into Profitech Sp. z o.o.'s account before the goods are sent from Profitech Sp. z o.o. (upon payment by bank transfer the funds must be credited to Profitech Sp. z o.o.'s account before the goods are loaded for delivery).

Profitech Sp. z o.o. is not obliged to release unpaid goods in full.

4 Delivery

Profitech Sp. z o. o. will start processing the order after receiving a signed order confirmation from the customer and the deposit is credited to Profitech Sp. z o. o.'s account.

Delivery may take up to 10 weeks from the date of crediting the deposit and the date of receiving a signed order confirmation.

Justified exceeding of the delivery time does not entitle to withdraw from the order contract.

The goods must be checked upon delivery.

In case of any complaints, the complaint must be written on the Stock Issue Confirmation document upon delivery and handed over to the driver.

The buyer is obliged to unload the goods at the place of delivery i.e. - the buyer is obliged to provide an appropriate number of people and/or equipment for unloading.

Profitech Sp. z o.o.' drivers do not unload the goods and are not responsible for unloading the goods at the place of delivery.

If delivery or unloading does not take place through no fault of Profitech Sp. z o.o. and a new delivery is necessary, the costs of the new delivery shall be borne by the buyer.

If the buyer does not collect the goods delivered to him, he is obliged to cover all and every cost of delivery including, but not limited to, additional custom clearance. Regardless of the amount of the order, the cost of delivery is calculated at 1 euro per km and includes both the transport to the buyer as well as the transport back to Profitech Sp. z o.o.

In such a case, the goods shall be released to the buyer upon the settlement of the Customer's entire liability.

In case Profitech Sp. z o.o.'s truck is made to wait at the Buyer's site for more than 2 hours due to the buyer's fault, the buyer is obliged to pay a parking penalty fee of EUR 50 for each subsequent hour of stopover.

5. Warranty

Detailed conditions of the guarantee can be found in Profitech Sp. z o.o.'s Warranty Card.

The Buyer is obliged to check the goods immediately upon delivery in the presence of the driver/courier. If any deficiencies or defects or faults are found, they must be immediately marked in writing on the Stock Issue Confirmation document and given to the driver/courier.

If the goods are defective and/or do not comply with the order, after consideration by Profitech Sp. z o.o. they shall be repaired.

It is expressly emphasised that Profitech Sp. z o.o. shall not be held liable for incorrect assembly of the structure/goods or damage caused by its improper unloading or improper use of the delivered elements. Installation of windows/doors/other goods in a building is equivalent to the confirmation they were made correctly and according to the order and were not at any fault.

A complaint does not constitute a reason to withhold payment for the goods.

Goods not paid for are the property of Profitech Sp. z o.o. and are not subject to complain.

In the case of an unjustified complaint, Profitech Sp. z o.o. has the right to charge the buyer with any costs incurred, e.g. travel, labour costs of the persons involved, materials, etc.

In the case of a justified complaint concerning contracted orders delivered outside Poland, Profitech Sp. z o.o. is only obliged to provide replacement materials.

The cost of replacing supplied replacement materials shall be borne by the buyer.

Any concerns about possible defects in the raw materials from which Profitech Sp. z o.o. products are made of may be assessed only according to the assessment criteria of the products of the manufacturers supplying these raw materials.

At the buyer's request, Profitech Sp. z o.o. may manufacture products exceeding the maximum and minimum dimensional ranges for windows, doors, roller shutters, etc, without the need to include additional warnings within the order document, however, in such a case the guarantee is automatically withdrawn and the customer cannot claim Profitech Sp. z o.o.'s responsibility in this respect.

If the customer does not find on Profitech Sp. z o.o.'s website appropriate guidelines for acceptable product sizes or other information such as e.g. product assessment criteria - raw materials, Profitech Sp. z o.o. is obliged, at the customer's written request, to provide/send the relevant information (if any). The buyer may not accuse Profitech Sp. z o.o. of not providing him/her with comprehensive knowledge of all guidelines, standards and evaluation criteria for raw materials, products, goods.

6. Retention of ownership

Profitech Sp. z o.o. retains ownership of the goods until all payments under the contract order are received.

In case of seizure or other interventions of third parties in the goods, the buyer is obliged to immediately notify Profitech Sp. z o.o. in writing. Unpaid goods may not be assembled or used in any way - extended retention of ownership.

7. Other

Signing the order confirmation is equivalent to placing an order (concluding an agreement) and accepting technical and price conditions of this order.

This order confirmation is a contract in accordance with Polish law, concluded between the buyer and the seller.

It also applies to changes in the order confirmation.

Profitech Sp. z o.o. reserves the right to make production changes without prior notice.

Please note that this applies to all details in the order.

Production deviations may occur.

If special glazing packages are offered, their heat transfer coefficient values and noise factor values may change.

The court of jurisdiction for disputes arising out of this contract shall be the Court of Justice of the registered office of Profitech Sp. z o.o.

8. Assembly and installation

Delivered products which have not been assembled nor installed by Profitech Sp. z o.o. are not subject to warranty as improperly performed assembly or installation may have been the cause of incorrect functioning of the Profitech Sp. z o.o. product or its damage.