

GENERAL TERMS OF SALE

Progress ECO Spółka z ograniczoną odpowiedzialnością spółka komandytowa in Dobrów

I. General provisions.

1. These General Terms of Sale (hereinafter GTS) determine the rules for concluding agreements of sale of goods and services with businesses offered by the company Progress ECO Spółka z ograniczoną odpowiedzialnością spółka komandytowa seated in Dobrów (address: Dobrów, 7, 28-142 Tuczępy), hereinafter referred to as the Seller.
2. These GTS apply to all agreements of sale of goods and services concluded by the Seller with businesses and constitute an integral part of the agreement. These GTS do not apply to agreements concluded with consumers.
3. The Seller provides the GTS on its website www.progresseco.pl and www.progressarch.com. The Seller shall, at the Buyer's request, deliver the GTS by sending the GTS to the e-mail address indicated by the Buyer.
4. If the Buyer has permanent trade relations with the Seller, the adoption of the GTS by the Buyer at the first order is deemed accepted for all other orders and agreements of sale until their contents are amended or their application is cancelled.
5. The Parties may exclude the binding force of GTS in whole or in terms of individual provisions, as well as change some of their provisions only in writing, under pain of nullity.
6. Changing the GTS or separate arrangements apply only to a particular commercial transaction.
7. In cases not regulated, or not fully regulated by the GTS, the provisions of the Polish law, in particular the Civil Code, shall apply.

II. Orders

1. The sale agreement is concluded on the basis of the Seller's offer and the order placed in accordance with this offer by the Buyer or on the basis of the Buyer's offer and confirmation of the order by the Seller, sent in writing or via fax or e-mail. It is assumed that the lack of response of the Seller to an order or offer inquiry submitted by the Buyer is deemed a rejection of the order or offer inquiry.
2. All orders must be submitted in writing to the following address:
Progress ECO Spółka z ograniczoną odpowiedzialnością spółka komandytowa
Dobrów 7, 28 -142 Tuczępy
Fax: 41-346-50-06
e-mail: office@progresseco.pl , progress@progresseco.pl
Orders can also be sent by e-mail to an employee of the sales department or customer service department who is responsible for regular cooperation with the given Buyer.
3. The order should contain at least the following:
 - a. date of the order
 - b. the name and contact details of the customer with the Tax ID number (NIP),
 - c. product range indicating the product code, size, quantity of Products expressed in units indicated in the price list or offer, colours
 - d. net value and gross value of individual components of the order and the total value of the order,
 - e. expected deadline of the order,
 - f. delivery address for products and contact telephone number.
4. The order is accepted for processing at the time of a written confirmation of the quantity, price and date of delivery.
5. The order confirmation will be sent to the Buyer within 4 business days of receiving the complete order for goods from the price list, and in the case of goods that are not on the price list within the period necessary to determine the deadline of the order, not longer than 10 days from placing the order.
6. The Buyer is obliged to refer to the specifications of the goods before ordering them.
7. The deadline of the order set out in the order confirmation is approximate.
8. The deadlines and manner of execution of orders placed by entities from outside the Republic of Poland are established individually. The Buyer is then obliged to provide the Seller with all the data needed to produce documentation for foreign trade, including customs documents, and in the case of failure, the Seller is not responsible for any fines, differences in duty rates, charges or other consequences resulting from incorrect or incomplete commercial documents.

III. Payments

If other payment rules were not established in writing under pain of nullity, the Parties agree on the following:

1. The Buyer is obliged to make a 100% advance payment towards the purchase price within 2 business days from the date of confirmation of the order by the Seller.
2. Payment for invoices issued by the Seller shall take place without compensation or deductions of mutual claims, unless the Seller, under pain of nullity, consents in writing to such offset or deduction.
3. The Parties accept the date of payment as the date of receipt of funds on the account of the Seller.
4. If the Buyer delays any payment to the Seller, the Seller shall be entitled:
 - a. to suspend the delivery of any goods or to make future deliveries under the conditions the Seller deems reasonable;
 - b. if the delay in payment is more than 7 days, the Seller shall have the right, after having been called upon by the Buyer to pay the amount due within 7 days, to terminate all agreements with the Buyer with immediate effect,
 - c. to charge the Buyer contractual interest amounting to three percentage points above the statutory interest rate applicable on the date of payment of the invoice (year on year),

- d. to claim compensation for damage caused by delay in payment, in particular, cover all costs incurred in connection with claiming receivables, including costs of claims recovery, requests for payment, discount costs, especially on account of involving a debt collection company and/or legal office as a result.

The Buyer is not entitled to any claims against the Seller for damages resulting from the use of these powers by Sellers.

5. If there is a reasonable basis to believe that the Buyer will fail to fulfil its payment obligation, the Buyer is obliged, at the request of the Seller, before issuing the goods and regardless of the pre-established payment deadline, to provide specific guarantees or security payments. Refusal to issue these guarantees is the basis for suspending the execution of the order by the Seller at the expense and risk of the Buyer, and the Buyer accepts the above.
6. Reports of any reservations by the Buyer, comments or complaints and their processing does not suspend the payment deadline and does not exempt the Buyer from the obligation of timely payment for the goods.
7. The Buyer, under pain of nullity on the basis of a written statement, may withdraw in whole or in part from the agreement or cancel the whole or part of the order within 3 days from the date of concluding the agreement or acceptance of the order. In this case, the Seller will charge the Buyer a contractual penalty in the amount of:
 - a. 25% of the gross value of the unrealized order/agreement for standard goods,
 - b. 50% of the gross value of the unrealized order/agreements for custom goods.
 The Seller also has the right to charge the Buyer with compensation costs related to the execution of the order incurred until the date that the Seller receives a statement of withdrawal/cancellation of the order (including costs related to the termination of agreements with subcontractors and suppliers), if the amount of the contractual penalty does not cover these costs.
 In the case of withdrawal after 3 days, the Seller shall charge the Buyer a contractual penalty in the amount of:
 - c. 50% of the gross value of the unrealized order/agreement for standard goods,
 - d. 100% of the gross value of the unrealized order/agreements for custom goods.
 The Seller also has the right to charge the Buyer with compensation costs related to the execution of the order incurred until the date that the Seller receives a statement of withdrawal/cancellation of the order for standard goods (including costs related to the termination of agreements with subcontractors and suppliers), if the amount of the contractual penalty does not cover these costs.
 Any pre-payments made by Buyer will be counted towards contractual penalties.
8. In the event that the Buyer is late with accepting the goods in whole or in part, the Seller has the right to charge the Buyer for storage in the amount of 1% of the gross value of the goods for each commenced day of storage.

IV. Prices

1. The prices provided in the offers are binding for the period stated in the offer. If a period is not specified, a validity of 3 days from the date of submitting the offer is assumed.
2. Any changes in the value of the order after it has been placed, e.g.: discount - require a separate agreement in writing to be valid.
3. The price list and promotional and advertising materials do not constitute an offer within the meaning of the Civil Code and other laws and do not constitute a technical specification.

V. Transfer of risk, delivery, shipping

1. Unless otherwise specified in writing, risks associated with the Goods shall transfer to the Buyer in the Seller's establishment at the time of placing the goods at the disposal of the Buyer; in the case of applying Incoterms conditions (referred to in the order confirmation, offer or agreement), the risk is transferred to the Buyer on the terms set out in the particular terms of delivery, according to the latest version of Incoterms published by the ICC.
2. If the goods are to be received by the Buyer from the Seller's warehouse, and the Buyer is delayed in the acceptance of goods, the risk of damage or loss of goods is transferred to the Buyer on the day on which the Buyer was to collect the goods from the Seller's warehouse. In this case the Seller, according to its storage possibilities, can put the Goods in the warehouse at the cost and risk of the Buyer, issue an invoice for the Goods to the Buyer recognizing it as delivered and charge the Buyer with a fee for storage, referred to in section III item 8 of the GTS.
3. The choice of the carrier and method of delivery is the responsibility of the Buyer who should provide this information in the order. No information on the choice of a carrier or general notes about shipping are understood as a shipping order via the carrier with who the Seller cooperates.
4. Delivery is considered executed when:
 - 1) in the case of transport organized by the Seller - the moment the Goods are delivered to the place of delivery and prior to unloading
 - 2) in other cases - the moment of completion of loading the Goods on the transporting vehicle at the Seller's establishment.
5. If the place of delivery is changed by the Buyer after loading, if it is possible, the Buyer is obliged to cover all costs arising from the relocation.
6. If the Parties expressly agree otherwise, the delivery of goods takes place at the expense of the Buyer. The Buyer is obliged to provide the Seller, sufficiently in advance to allow the Seller to take the necessary preparations for shipment, all the necessary information, including: a) indication on labelling and shipping, b) import licenses, documents needed to obtain the required approvals from government bodies and any other documents needed for the shipment of Goods. If the Seller does not receive these indications or documents on time, the Seller is not responsible for delay in shipment due to waiting for missing documents from the Buyer.
7. The Buyer provides the necessary measures to enable the efficient and safe unloading of the transporting vehicle. If the unloading of the transporting vehicle is impossible due to the lack of appropriate conditions attributable to the Buyer or the unloading is delayed due to reasons attributable to the Buyer, the Seller shall retain the right to issue a VAT invoice for delivered goods and charge the Buyer with any costs related to the delay or impossibility of unloading. .
8. The Seller shall not be liable for non-delivery of Goods, if the Buyer did not transfer or transferred incorrect information concerning the place of delivery, address, date, did not provide proper instructions or documents.
9. Data regarding the date and time of delivery are approximate. A delay in delivery does not entitle the Buyer to cancel the order or claim compensation for damages incurred as a result of such a delay.
10. If the parties have not agreed otherwise, the Seller is entitled to make partial deliveries and settle them after each partial delivery.

11. The Seller is obliged only to deliver goods without assembly, installation, maintenance, monitoring, software, etc., unless the Parties agree otherwise in writing.
12. If the Seller organizes the transport, the Seller shall not be liable for any damages, losses, derogations, delays or holdup of Goods or for an incomplete delivery, if the Buyer fails to report reservations, derogations, damages, quantitative, assortment or qualitative inconsistencies at acceptance of delivery and does not at the time of delivery make an annotation on the bill of lading or other delivery document confirmed by the driver and does not provide the Seller and the carrier with a written complaint within 48 hours of the receipt of Goods.
13. If the Buyer receives Goods from the Seller's warehouse, the Seller is not responsible for any damage, loss, derogations, delay or holdup of Goods or for an incomplete delivery, if the Buyer fails to report at acceptance reservations, derogations, damages, quantitative, assortment or qualitative inconsistencies at acceptance of delivery and does not make an annotation on the document of issue.
14. The Seller has the right to use returnable packaging materials for transport, which are available for a fee and their price is added to the value of the order (e.g. pallets, frames, crates, etc.). If the Buyer (at own cost and risk) returns such returnable packaging to the Seller in good condition within 30 days from the delivery date to the production facility of the Seller, the Seller shall reimburse the Buyer for the cost of these materials within 14 days of their acceptance. The deadline for returning them requires prior arrangements via telephone with the Seller's customer service department.

VI. Information materials on the goods

1. All technical information concerning the goods resulting from catalogues, brochures and other advertising materials provided by Seller are data for guidance and are only valid in the scope in which they are accepted in the agreement or in the order acceptance confirmation.
2. The Seller sells Goods in accordance with the norms and standards accepted in its production plant.
3. The Seller undertakes to deliver goods in accordance with the order of the Buyer and is not responsible for its further use. The Seller's advice does not exempt the Buyer from the obligation to check the Goods delivered by the Seller in terms of suitability for the anticipated methods of use. The Buyer undertakes to use and process the Goods solely at its own risk.
4. The Buyer has no right to refuse the unloading of the ordered product, or refuse to sign a confirmation of receiving the ordered product, even though reservations were reported as to the quality of the ordered product or method of its delivery.
5. The Buyer is obliged to check the conformity of the Goods received with the information provided in the Order Confirmation, as well as to verify that the Goods do not have visible damage. If, within 2 working days of receipt of Goods, but prior to its processing, the Buyer does not report reservations in writing, the Goods are deemed to be accepted by the Buyer. After that date, responsibility for defects that may be found through normal inspection, based on any legal basis, is excluded.
6. The Seller will not accept reservations concerning defects, deficiencies or non-conformity of Goods with the agreement if they can be detected through normal visual inspection, and such inspections were not carried out.

VII. Termination with immediate effect

1. The Seller shall be entitled to terminate the agreement with the Buyer with immediate effect for the following reasons attributable to the Buyer:
 - a. in the event of doubt as to the solvency of the Buyer, of which the Seller was unaware when concluding the agreement, if despite the request of the Seller the Buyer does not pay an advance fee before the execution of the agreement or fails to submit within the deadline set by the Seller under pain of termination of the agreement with immediate effect another security accepted by the Seller,
 - b. in the case of delay of the Buyer in any payment exceeding 7 days, after the ineffective request to the Buyer to pay the amount due within 7 days,
 - c. The Seller cannot obtain or maintain a satisfactory credit insurance in relation to the Buyer.
2. In the event of termination of the agreement with immediate effect:
 - a. all obligations of the Buyer against the Seller under the agreement shall immediately become mature.
 - b. The Seller has the right to: 1) pursue the payment of remuneration from the Buyer for the executed part of the agreement and to cover all costs and expenses of the Seller incurred in order to execute the agreement until the agreement is terminated with immediate effect, or 2) charge the Buyer a contractual penalty amounting to 10% of the value of the agreement and to claim from the Buyer the repair of damages exceeding the amount of contractual penalty on general principles.
3. In the case of submitting an application for bankruptcy or dismissal of the application for bankruptcy due to lack of funds for conducting the bankruptcy process of one of the Parties, the other Party shall have the right to terminate the agreement with immediate effect.
4. Termination of the agreement with immediate effect takes place through the submission of a written statement sent to the address of the other Party.

VIII. Compliance of goods, scope of liabilities

1. The Seller guarantees that the Goods comply with the specifications in the offer or agreement. The Buyer acknowledges that the requirement of compliance with the specification is satisfied if the Goods comply with the specification at the time of Delivery. Any technical advice of the Seller, in the period preceding the use of the Goods or during its use, verbal, written or in the form of tests carried out, are provided in good faith but without any guarantee from the Seller. The Buyer bears only the risk of complying to such advice. The Seller's liability for damages resulting from the Buyer's compliance with such advice is excluded.
2. If at the sale a quality assurance was granted, the rules of applying it are set out in the "General Warranty Terms".
3. If the goods have been processed, the liability of the Seller for defects expires.
4. Regardless of the circumstances, the Buyer (a) has an obligation to strive to reduce losses and (b) has no right to withhold payments due for invoices.
5. The condition for accepting returns of goods is the written consent of the Seller, pursuant to which the acceptance of the return of goods takes place in the warehouse. The condition for accepting goods is the possibility of their identification, lack of damage other than complaint defects and securing the goods in a way that unloading is possible in accordance with the principles of occupational health and safety. If at least one of the conditions is not met, the Seller may withdraw from unloading the goods, and all related costs are covered by the Buyer.

6. The Seller is not responsible for goods referred to as "deficient" (e.g. 2nd rate) at the moment of sale.
7. The Seller is not responsible for lost profits, loss of expenses for the processing of goods, loss of production, loss of revenue and/or other losses or consequential damages or specific, directly or indirectly incurred by the Buyer or third parties. The Seller is liable only for damages resulting from its gross negligence or intentional actions, provided it is proven by the Buyer, while the amount of the damages may not exceed 100% of the value of faulty or damaged Goods, as specified in the invoices, reduced by depreciation in the amount of 7% of this amount per year.
8. The Seller does not allow claims of flaws or defects that should be disclosed as a result of inspection at the time of delivery, and which were not subjected to such inspection.
9. The above reservation is without prejudice to other provisions of the GTS exempting liability for damages of the Seller.
10. The Seller's statutory liability under the warranty on defects of goods for the Buyer being an entrepreneur is excluded, unless the Parties expressly agree in the agreement on the validity of the warranty. In the case of an implied warranty, the provisions of Chapter IX of these GTS apply.

IX. Liability under the warranty

1. All claims under the warranty must be submitted in writing to the following address:
Progress ECO Spółka z ograniczoną odpowiedzialnością spółka komandytowa
Dobrow 7, 28 -142 Tuczepy
Fax: 41-346-50-06
e-mail: office@progresseco.pl , progress@progresseco.pl
2. Complaints can also be sent by e-mail to an employee of the sales department or customer service department who is responsible for regular cooperation with the given Buyer.
3. The submitted complaint should contain: the date of delivery, number and date of invoice, type of goods, name of goods, the number of items complained about, the reason for the complaint, proposal for solving the complaint, indicating the place where products are evaluated, in the case if the basis for the complaint is quantitative differences in the delivery - the protocol of unloading, drawn up in the presence of the carrier, a precise description of the defect, indicating the defective quantity and photo of the defect, if it is possible.
4. The Buyer is obliged to make a quantitative and visual verification in terms of visible damage or non-compliance immediately upon receipt of the delivery in the presence of the driver, documenting any discrepancies on the bill of lading or other document of delivery confirmed by the driver and provide the Seller and carrier a written complaint within 48 hours of the receipt of Goods.
5. In the case of latent defects the Buyer is obliged to notify them to the Seller within 7 days from discovery of the defect.
6. Submitting a complaint does not entitle to withhold payment for the Goods.
7. After analyzing the justification of the complaint, the Seller shall inform the Buyer on the acceptance or non-acceptance of the complaint within 60 days from receipt of the complaint.
8. If the complaint is accepted, the Seller undertakes to replace the goods with goods that are free from defects or remove the defect. Replacement of the goods for ones that are free from defects shall occur immediately in case of availability of the goods in the warehouse. If the goods are not available in stock, the replacement shall take place within a technically possible time, agreed on by the Parties no later than 3 months after accepting the complaint. If the Buyer, despite the disclosure of defects in the goods, accept the goods, the Buyer may claim a price reduction. If the replacement of goods is not possible, the Seller may reimburse the price of the goods reduced by depreciation amounting to 7% of that amount per year.
9. In the case of replacement with new goods under the warranty, the warranty period is not extended nor does a new warranty period commence.
10. The Seller shall not be liable under the warranty in case of:
 - a. mechanical damage of the product,
 - b. damage resulting from improper use or installation of the product,
 - c. damage resulting from vandalism or force majeure,
 - d. damage caused by exposure of the product to aggressive factors or chemicals,
 - e. natural wear of the product as a result of its normal use,
 - f. the occurrence of so-called white rust,
 - g. products that have been improperly transported or stored or assembled (assembly and disassembly), or used or preserved, including the use of spare parts not manufactured by the Seller;
 - h. products that were not used according to their intended use or technical characteristics,
 - i. products that have been modified without the consent of the Seller (the Seller in particular is not liable for any damage and risks arising from the use of modified goods)
 - j. products that have been improperly operated due to improper assembly and the lack of periodic inspections, maintenance
 - k. products that have been damaged in transport,
 - l. parts that need replacement due to normal wear (hardware, screws, nuts, etc.),
 - m. products made according to technical drawings supplied by the Buyer, if the defect was caused as a result of use according to the Buyer's drawing,
 - n. designs and samples provided to the Buyer in order to present the product,
 - o. products transferred to the Buyer free of charge,
 - p. products referred to as "defective" at the time of sale
11. In the case that an unjustified complaint is submitted, the costs related to it (e.g. the transport costs of service, costs of tests) shall be borne by the Buyer.
12. Warranty claims and any other claims for damages are limited to the sales value of the defective product specified on the receipt/sales invoice issued to the original buyer, reduced by the depreciation in the amount of 7% of that amount per year.

X. Liability for non-performance or improper performance of the agreement.

1. If the parties do not contain in the agreement other arrangements concerning the contractual penalty, the contractual penalty for failure to execute the agreement, delay in the execution of the agreement or its improper completion is payable in accordance with the following provisions:

- a) in the case of failure by the Seller to execute the agreement in whole, for reasons attributable to the Seller, the Buyer is entitled to claim a contractual penalty in the amount of 5% of the value of the unperformed agreement, while in the case of failure by the Seller to execute part of the agreement, the Buyer is entitled to claim the payment of a contractual penalty in the amount of 5% of the unperformed part of the agreement,
 - b) in the event of a properly documented delay of the Seller in the execution of the agreement, the Buyer is entitled to claim the payment of a contractual penalty in the amount of 0.1% of the order value for each full week of delay, but not more in total than 5% of the value of this part of the agreement, which is rendered useless due to this delayed performance,
 - c) in the event of a properly documented improper execution of the agreement by the Seller, for reasons attributable to the Seller, the Buyer is entitled to claim the payment of a contractual penalty in the amount of 0.1% for each full week, but not more in total than 5% of the value of this part of the agreement, which was improperly executed, with the reservation that the total amount of contractual penalties claimed by the Buyer on the basis of points a, b, c cannot exceed 5% of the agreement value.
2. Further claims of the Buyer for non-performance, delay in performance or improper performance of the agreement over the amount of contractual penalties set out in sec. 1 is excluded.
 3. Claiming contractual penalties by the Buyer is excluded for cases of failure to execute the whole or part of the agreement, and the improper performance of the agreement by the Seller for reasons attributable to the Buyer.

XI. Force Majeure

1. The Seller is not responsible for delays in the production, shipment and delivery of goods or failure to perform contractual obligations, in whole or in part, as a result of force majeure, which in particular means: war, state of emergency, strike or other labour conflict, accident, fire, flood, extreme weather, chance event, delay in transportation, supply shortages, equipment failures, provisions or actions of state bodies and agencies which prevent the performance of obligations.
2. In this case, the Seller is entitled to a reasonable grace period to perform its obligations, as well as to allocate production among Customers in a manner it deems equitable.
3. This provision applies, mutatis mutandis, also to the Buyer.

XII. Industrial property law and copyright

1. In the case of products manufactured by the Seller based on design data, drawings, models and other technical parameters provided by the Buyer, the Buyer shall relieve the Seller of responsibility and take responsibility arising from violations of intellectual property rights, including in connection with the claims asserted in court, and also cover possible damage suffered by the Seller.
2. Plans, drawings, all technical documentation and catalogues, brochures, designs and images, etc. made by the Seller are the property of the Seller and as such are protected by the provisions of laws relating to their reproduction, distribution, imitation, copying, prohibition of unfair competition, etc.
3. The Seller agrees not to disclose the technical documentation provided by the Buyer to third parties.

XIII. Final provisions

1. The legal relations with the Buyer are regulated by the Polish law. The United Nations Convention on agreements for the international sale of goods (CISG) is hereby excluded.
2. Unless the parties have not expressly agreed otherwise, these GTS shall prevail over any forms or general conditions referred to by the Buyer. If the purchase conditions cited by the Buyer contain provisions that are inconsistent with these GTS, then such conditions will be ineffective and the provisions of these GTS shall apply.
3. The place of implementation of any regulations under these obligations is the seat of the Seller.
4. In placing an order, the Buyer consents to the processing of personal data by the Seller in order to execute the order and for marketing purposes connected with the activities of the Seller.
5. The Seller is entitled to commission to other entrepreneurs the performance of obligations arising from the contractual relationship formed on the basis of the GTS.
6. The Seller and the Buyer shall seek to amicably settle any disputes arising in connection with the performance of agreements covered by these terms. If amicable settlement is not possible, all disputes arising directly or indirectly from these regulations shall be settled by the common courts in Kielce. The Seller reserves the right to bring a complaint also to the court in the Buyer's jurisdiction. The agreement shall be governed by the Polish law.
7. Assignment of rights resulting from the concluded agreement or placed order in relation to third parties is not permitted without the written consent of the Seller, on pain of nullity.
8. In the case of invalidity of certain provisions of the GTS as a result of the introduction of different statutory provisions, the remaining provisions shall not lose their validity.
9. The language applicable to these GTS is Polish. The Seller may translate these GTS into English or another foreign language. In the event of any discrepancies between the Polish and English language versions or any translation of the GTS into another language, the Polish language version, which is binding in this scope, has priority for the purposes of interpretation of these GTS.
10. These General Terms of Sale are valid from 01.01.2016.