

GENERAL

General provisions of these General Terms and Conditions of Sale (GTCS), understood as "general terms and conditions of contracts" according to Article 384 of the Civil Code of the Republic of Poland, apply to sales and deliveries of products and services offered by HYDROMEGA Sp. z o. o. with its headquarters in Gdynia, KRS 0000104268, hereinafter referred to as "HYDROMEGA". GTCS are an integral part of contracts and orders and are valid for both contracting parties unless they explicitly agree otherwise in writing. Any changes, additional arrangements, suspension or termination of the conditions require the written consent of HYDROMEGA.

I Conclusion of the Agreement (order procedure)

1. The contract for delivery of goods/devices shall be concluded on the basis of a written order issued by the Purchaser.
2. Written order confirmation issued by HYDROMEGA is binding under the terms of said confirmation.

II Prices and payment conditions

1. The prices specified in the offers are binding for the period stated in the offer. If the period is not specified, the prices are binding for the period in which the Ordering Party could immediately declare that it accepted the offer. All discounts, rebates and the like offered by HYDROMEGA require individual written arrangements.
2. All prices are to be understood as prices to which Value Added Tax (VAT) is added, at the current statutory rate.
3. Unless agreed otherwise, ExW payments are applicable to the manufacturer's warehouse in Gdynia or Miszewo. Any other costs incurred during the execution of the order, including costs of repackaging, reloading and other unforeseen fees and taxes applicable during the execution of the order shall be borne by the Ordering Party, unless the parties have agreed otherwise.
4. Unless otherwise agreed, the payment conditions included in the order confirmation apply. The payment of an advance, if provided for, is a condition for starting the order.
5. The date of payment is the date of receipt of the payment on HYDROMEGA's account. In case of failure to meet the payment deadline HYDROMEGA is entitled to charge interest at the statutory rate.
6. If there are reasonable grounds for suspecting that the Ordering Party will not meet its obligation to pay the agreed price for the Subject of the Agreement, HYDROMEGA shall have the right to demand, prior to delivery of the goods subject to the Agreement and irrespective of the pre-established payment date, payment of the amount due in cash or the provision of certain guarantees or securities for payment by the Ordering Party. If this does not happen immediately (no later than within 48 hours), HYDROMEGA has the right to withdraw from the contract without indemnity obligation.

III Delivery

1. The delivery date is counted from the date of issuing the Order Confirmation by HYDROMEGA. Compliance with the delivery deadline is conditional upon receipt of complete documentation from the Ordering Party in due time, including the necessary permits, approvals, as well as on explaining and approving projects in due time and meeting the agreed terms of payment and other obligations of the Ordering Party.
2. The delivery date may be changed in case of delays in delivery of cooperative elements and due to other random reasons beyond HYDROMEGA's control. Any possible postponement of the completion date, independent of HYDROMEGA, will be each time agreed with the Ordering Party.
3. HYDROMEGA shall not be liable for losses caused by delays in delivery or production resulting from circumstances beyond its control, including but not limited to delays in production and transport, compliance with the regulations and orders of state authorities, force majeure, actions or omissions of the Purchaser, fire, strikes, factory liquidation, etc.
4. If the delay in receipt or dispatch of the Subject of the Agreement caused by the Ordering Party is longer than 30 days, HYDROMEGA may freely dispose of the Subject of the Agreement, and the Ordering Party has no right to make claims for untimely delivery or lack of its execution. HYDROMEGA also has the right to demand from the Contracting Party the reimbursement of the storage costs of the Subject of the Agreement.
5. Upon acceptance of the Subject of the Agreement, the Ordering Party is obliged, in the presence of the carrier, to check the contents of the delivery and, on pain of losing the right of claim, to determine any quantitative or qualitative deficiencies which should then be reported in transport documents. The Purchaser is obliged to notify HYDROMEGA about the above-mentioned circumstances within a maximum of 2 working days from the delivery of the Subject of the Agreement. The Subject of the Agreement received by the Ordering Party or its carrier without reservation shall be deemed free from evident defects.

6. HYDROMEGA shall not be liable and shall not cover the resulting costs of damage occurring during transport to the place indicated by the Purchaser.
7. HYDROMEGA shall not be liable for the Purchaser's indirect losses resulting from a delay in delivery.
8. The costs of delivery to the place indicated by the Ordering Party and other additional services are determined individually when placing an order.

IV Reservation of title

The delivered object of the Contract shall remain the property of HYDROMEGA (as reserved goods) until all amounts due are paid by the Purchaser.

V Warranty

1. The "General Terms and Conditions of Warranties" (GTCW), available at www.hydromega.com.pl apply. These provisions define the general outline of the guarantee conditions.
2. The Ordering Party is obliged to carry out a qualitative and quantitative check of the products delivered to or received from HYDROMEGA within 7 days of the date of passing of risk. After that date, HYDROMEGA will not accept any claims concerning the scope of the above-mentioned quality check. Defects or damage to the Product during the warranty period should be reported to the Guarantor immediately, but not later than 7 days from the date of their disclosure.
3. The warranty period for HYDROMEGA products and services is 12 months.
4. During the warranty period, HYDROMEGA will provide spare parts or repair faulty Products free of charge, provided that the warranty does not cover parts subject to normal wear and tear or consumable parts and materials.
5. HYDROMEGA's liability covers only physical defects already existing in the sold Product and does not cover all causes beyond its responsibility and influence.
6. In the event that the Supplier is unjustifiably called upon to honour the warranty repair or replace the product (e. g. product free from defects or damaged due to improper assembly or use) HYDROMEGA will charge the Purchaser with the costs of travel, expertise and used parts.
7. HYDROMEGA's liability under the statutory warranty for defects is excluded.

VI Liability for damages caused by the product

HYDROMEGA shall not be liable for any damage caused by the Subject of the Agreement after its delivery to the Purchaser.

VII Assembly and commissioning

The terms and conditions and rates for the posting of service workers and other employees of HYDROMEGA apply to assembly and commissioning work.

VIII Final provisions

1. No assignment of rights under the contract concluded with HYDROMEGA or an order placed with third parties without the written consent of the Management Board of HYDROMEGA.
2. All disputes between HYDROMEGA and the Purchaser are settled exclusively under Polish law.
3. The competent court is the court of HYDROMEGA's registered office. However, HYDROMEGA may sue the Ordering Party in the general courts of the Ordering Party's registered office.
4. These GTCS were prepared in Polish and English language versions.
5. Any amendments to the GTCS must be made in writing to be valid.
6. If any individual provisions of GTCS are found invalid for any reason, the other provisions of this document shall remain valid.
7. In matters not regulated by the Agreement and GTCS, the relevant provisions of the Civil Code of the Republic of Poland and other generally applicable laws shall apply.
8. By accepting the above GTCS, the Purchaser agrees to the processing of his personal data by HYDROMEGA in accordance with the "Regulation on the protection of individuals with regard to the processing of personal data (RODO) (EU 2016/679), for the purposes set out in the Privacy Policy available on the website www.hydromega.com.pl.
9. HYDROMEGA reserves the right to introduce changes to all products included in its catalogue cards, resulting from modernization and continuous improvement of products, without informing customers of the introduced changes each time. The current version of the data sheets is available at www.hydromega.com.pl.