

General Terms of Sale

By accepting the purchase invoice, the buyer confirms its acceptance of HVAC Synergia Sp. z o.o.'s General Terms and Conditions of Sale.

The terms and conditions of a buyer who does not agree with the terms and conditions contained in the General Terms and Conditions of Sale applicable to both parties shall not be binding on HVAC Synergia Sp. z o.o., even if HVAC Synergia Sp. z o.o. does not have any specific objections, unless it agrees to these terms and conditions in a written confirmation of the transaction.

1. Legal provisions

In transactions concluded by HVAC Synergia Sp. z o.o. with buyers, the provisions of the Civil Code shall apply. In the case of individual consumers, the provisions of the Act of July 27, 2002 on specific terms and conditions of consumer sales and amendments to the Civil Code (Journal of Laws of September 5, 2002), hereinafter referred to as the Consumer Act, and others, relating to consumer sales will apply.

2. Packaging - The cost of disposable packaging is included in the price and will not be refunded if the packaging is returned. Insofar as the goods will be sold in reusable packaging, it should be returned to HVAC Synergia Ltd. in accordance with the relevant instructions.

3. Risk From the moment the goods are released, the buyer shall bear the entire risk of the goods, and HVAC Synergia Sp. z o.o. shall not be responsible for any loss or damage that occurs during transportation.

4. Payment terms

Unless otherwise agreed, payment shall be made upon receipt of goods or by prepayment. If, on the other hand, special payment terms are agreed upon, the following rules will apply. In the event of a delay in payment due, the buyer will pay statutory interest for each day of delay as promulgated by the Minister of Justice.

The interest for delay must be paid within 7 days from the date of receipt of the note informing the buyer of the interest charge. In case of failure to pay on time, the interest shall increase the amount due and will form the basis of compound interest, calculated according to the rules set forth above.

In the event of late payment to HVAC Synergia Ltd. is further entitled to withhold or cancel the remaining deliveries and/or claims for damages.

The Buyer shall not be entitled to withhold payment or to settle debts by offsetting them against claims made and not recognized by HVAC Synergia Sp. z o.o..

In case of delay in payment - HVAC Synergia Sp. z o.o. is further entitled to withhold or cancel the remaining deliveries and/or claims for damages.

If payment is delayed for more than 31 days - HVAC Synergia Sp. z o.o. shall be entitled to withhold or cancel the warranty.

5 Return of non-defective goods

(1) The individual consumer (see paragraph 1 of GTS) has the right to return defect-free goods, purchased "at a distance" and off-premises, by returning them to HVAC Synergia Sp. z o.o. within 10 days from the date of receipt of shipment. Returned goods should be unused, complete and in original packaging. Returned goods should be accompanied by a properly completed Return Protocol (see: www.hvacsynergia.pl) and a proof of purchase (invoice). Returns without the required documents will not be accepted. The package with the goods and documents should be delivered or sent at the Consumer's own expense to the place of purchase. Reimbursement of payment, minus any costs, will be made by wire transfer to the Consumer's account within 2 weeks after receipt of the returned goods and their inspection.

(2) Non-defective goods cannot be returned if they were delivered as a result of a special order of non-standard goods.

6. Reservation and transfer of ownership The goods sold are subject to reservation of ownership and will remain the property of HVAC Synergia Sp. z o.o. until HVAC Synergia Sp. z o.o. receives full payment. The goods may not be pledged or otherwise encumbered.

7. Information HVAC Synergia Sp. z o.o. shall not be liable for any misrepresentation or misinterpretation of the information and technical data contained in catalogs, prospectuses, offers and other printed materials made available by HVAC Synergia Sp. z o.o.. Suggestions, advice and indications other than those contained in the catalogs, prospectuses, offers and printed materials of HVAC Synergia Sp. z o.o. shall be used by the buyer at his own risk.

8. Warranties HVAC Synergia Sp. z o.o. shall provide the purchaser with a warranty for the products it sells for a period of 18 months from the date marked on the equipment, but not more than 12 months from the date of sale, subject to payment of all amounts due.

HVAC Synergia Sp. z o.o. will repair or replace, free of charge, at its discretion, those parts that, based on examination by HVAC Synergia Sp. z o.o., are found to be defective due to improper manufacture, design and/or defective materials.

If defects occur during the warranty period, then the products should be disassembled and sent to HVAC Synergia Ltd. The cost of disassembly, shipping, insurance and reassembly shall be borne by the sending party. A description of the defect, which was the reason for returning the product, should be attached to the damage report form in the form of a Claims Report, provided by HVAC Synergia Sp. z o.o.. Returned products should be free of unnecessary equipment. If the complaint is accepted, repaired or replaced products will be sent to the buyer and the shipping cost will be paid by HVAC Synergia Sp. z o.o..

No other obligations will be recognized.

Free repairs will be made only if the following conditions are observed:

(1) payments for the goods will be made in full on time.

(2) the product has not been repaired or altered without the consent of HVAC Synergia Ltd. or used for purposes for which it is not intended, or installed or used in a manner contrary to the instructions issued by HVAC Synergia Ltd.

9. Warranty HVAC Synergia Sp. z o.o. completely excludes liability under warranty for products sold, except for sales involving consumers insofar as specific provisions allow.

10. exclusion of liability for damages HVAC Synergia Sp. z o.o. excludes any liability for damages arising from causes related to the purchased products, unless the cases specified in paragraphs 8 and 9 of these GTS.

11. Notification of claims

Any claims or complaints regarding defects and/or delays in delivery of products shall be promptly communicated to HVAC Synergia Sp. z o.o. by the Buyer in writing.

12. Certificates and permits HVAC Synergia Sp. z o.o. shall only be responsible for certificates / permits, etc., required for specific goods supplied by HVAC Synergia Sp. z o.o. according to applicable law.

13. Disputes Any disputes or disagreements arising between the parties to this agreement shall be resolved in accordance with the provisions of the Civil Code. In the first instance between them on an amicable basis. If disputes should be resolved through litigation, the parties agree that the court of competent jurisdiction shall be the court of the place where HVAC Synergia Sp. z o.o. has its seat, unless otherwise provided by law.

14. Final Provisions If any clause of these General Terms and Conditions of Sale shall be wholly or partially invalid, this shall not affect the validity of the remaining clauses or the remaining parts of these relevant clauses.