

## **General terms and conditions of sale**

### **1. General provisions**

These general terms and conditions of sale apply in all cases to customers of Sport Transfer unless determined otherwise on the basis of an individual sale agreement. These terms and conditions can be amended only upon written consent of Sport Transfer.

### **2. Catalogue, brochures, price lists and other advertising materials**

Sport Transfer reserves the right to introduce changes into advertising materials without prior notice.

The materials referred to above are compiled only for information purposes. Sport Transfer reserves the right to change colours, design, dimensions and functions of presented products. Printing errors possible. Copying and distributing the above materials in any form without the written consent of Sport Transfer is forbidden.

### **3. Our offers**

All proposed offers should be considered binding during 14 days from submitting /unless the offer does not precise otherwise/. Offers made on telephone require a confirmation in writing.

### **4. Purchase orders**

A purchase order is considered valid if it is submitted in written

form or filed personally in Sport Transfer office in writing

Every request of a change in an order depends on the Sport Transfer company acceptance and it should be submitted in writing. In any case Sport Transfer retains the right to accept or refuse a request of a change and to charge the customer for possible costs incurred due to such a change.

### **5. Disclaimers relating to the order handling process**

All confirmations of orders are valid except the disability of Sport Transfer due to force majeure, such as a strike, fire, war, civil war, restrictions on export and import, transport obstacles, etc. If it is impossible to handle an order due to the above mentioned reasons the Sport Transfer company cannot be held responsible.

### **6. Delivery dates**

A previously set delivery date is counted from the moment the Customer passed his final instructions and orders. The company assumes responsibility for direct and indirect losses due to exceeding the order handling time if they occur due to Sport Transfer fault. Such delays do not oblige the Purchaser to cancel an order, unless the time is exceeded for extraordinarily long. Sport Transfer reserves the right to partial handling of an order, unless the agreement stipulates otherwise.

### **7. Transport costs and risk**

The costs of merchandise transport are not included in the merchandise price, they depend on the height of an order, and they are determined individually. Deliveries are done without unloading. The unloading, auxiliary means and helping personnel must be provided by the purchaser.

### **8. Prices**

In case of the lack of other arrangements the current price list prices are binding. Sport Transfer reserves the right to change prices after the price list and the catalogue have been compiled.

If the prices increase in comparison to the prices valid at the moment of a confirmed order or offer before the agreed delivery date, Sport Transfer has a right to change the agreed prices after prior acknowledging the ordering Customer in writing.

### **9. Payments**

Payment conditions are determined by an offer, confirmation of an order or an invoice. In case a payment is delayed, the interest on the unpaid sum are being calculated according to official interest rate in Poland. Potential discounts are calculated on the net price and they do not include services, transport and packaging costs. /also in case of a complaint or a dispute, without any exceptions/ gives Sport Transfer the right to cancel /finish/ other

orders or current agreements and/or to suspend pending deliveries until the whole due amount is paid, even if the orders or current agreements concern transactions different than those unpaid for.

**10. Order cancellation, shift in handling date, returns**

The cancellation of a delivery can take place only after prior agreement with Sport Transfer. Merchandise return may happen only after an agreement with the sales department. Only intact, complete and yet still standard merchandise may be returned. Merchandise imported to fulfil a special order or custom made is not subject to returns.

**11. Responsibility for merchandise**

Sport Transfer is responsible only for damages that were proved to be the result of company workers' error. It is the purchaser who is responsible for incorrect handling and storing the merchandise. Sport Transfer cannot be held responsible for improper use of the product bought by the customer.

**12. Guarantee, Complaints**

All the complaints concerning the state of the product or delivery handling will be accepted and investigated, if they are filed in writing, according to the guarantee terms and backed by the purchase document not later than 24 months after the purchase.

In case of a legitimate complaint Sport Transfer will replace or repair the product in compliance to the guarantee terms. Sport Transfer is exonerated from any further responsibility for a direct or resulting from the complaint loss of the customer.

At the moment the delivery is collected the purchaser /collector/ is obliged to check the quality and quantity of the dispatch in the presence of the messenger. All the quantitative defects or damages have to be marked on a waybill or other document confirming the receipt and on a damage protocol drawn up in the presence of the messenger or a transport company representative, signed by all parties, with the claim void otherwise. All possible complaints concerning the quality or quantity of products should be submitted within 3 days from the delivery date and they should contain the product code and description, together with invoice number or the delivery confirmation.

**13. General terms of guarantee**

The guarantee is valid in Poland, unless agreed otherwise.

The contractor guarantees product quality, is responsible for physical defects decreasing its practical, technical or aesthetic value of the item subject to the guarantee.

During the quality guarantee period, the Contractor is obliged to remove free of charge defects that were revealed after the final acceptance and were reported to

the Contractor by the Purchaser in writing by fax or email.

Any complaint must be accompanied by the purchase confirmation.

The Contractor declares that the item included in this guarantee card has been fabricated in compliance with the project documentation, agreement, technical requirements, technical know-how and the relevant regulations.

**14. Guarantee services/benefits**

During the guarantee period all the product defects due to noticed material or production process faults are removed.

The Contractor commits to repair the faulty product, replace it with new one or to reduce the price for the product.

A complaint must be filed immediately, not later than 8 days after the product fault has been noticed.

The following dates of fault removal are being defined: if the defect it impossible to use the guarantee object in compliance to valid regulations or poses a threat to safety – 5 working days, in remaining cases the repair may take up to 14 working days from receiving the notification.

Defect removal should be confirmed in a protocol.

**15. The guarantee services will not be carried out if**

The Purchaser is to be blamed for the defects, in particular if they

use the guaranteed object not in line with operation rules or contrary to the purpose of the object.

The fault appeared due to external factors, such as: fire, salts, lyes, acids, mechanical damages (e.g. notching, cutting).

The product was stored or transported in improper way.

The force majeure act, ie. martial law, a natural disaster.

Normal wear of the product of its parts.

**Details on the terms of the Sport Transfer guarantee are contained in a separate document.**

## **16. Detailed arrangements**

### **Curtains and drop nets**

Offered curtains and drop nets are made of polypropylene, which stretches with the lapse of time. During installation, a curtain or drop net have to be hanged about 20 cm over the floor in a sports hall, in order to naturally fall down to the floor level after few weeks use.

The stretching of curtain or drop net fabrics is happening naturally during any sports hall use and cannot be the base for a complaint. Each new made curtain and drop net in their upper part have additional stitches which enable a change in the height of a net.

The purpose of drop nets used in sports halls is to catch and slow down a kicked ball, so they do not

secure sports hall equipment. A drop net, in order to fulfil its role, has to be placed at least 1.00 m from its neighbouring element (a wall, a stand, a pillar, etc.).

### **Protective nets for windows**

Please note ! A protective net for windows is made of polypropylene. Their purpose in sports halls is to catch and slow down a kicked ball, so they cannot 100% secure the sports hall windows. The nets, in order to fulfil their function have to be installed 30-50 cm from a hall window, depending on their surface. The stretching of a net is happening naturally during any sports hall use and cannot be the base for a complaint.

### **Bush mounting**

Please note ! The bushes are mounted by preparing a hole in a surface and placing a correct bush in the foundation footings. Bush mounting does not include costs of removing debris created during the mounting. The debris can be levelled or transported to a place pointed out by the purchaser, not farther than 50 m from the place of the mounting (unless the offer remarks stipulate otherwise).

### **Dimensions**

Sport Transfer is not responsible for the dimensions of custom-made elements, if the Customer reported them erroneously. It is the customer who incurs the costs of repairing such dimensioning

errors. If errors result from measurements carried out by Sport Transfer employees, Sport Transfer is charged with the possible costs of those.

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