

I. TERMINOLOGY USED IN THE GENERAL TERMS AND CONDITIONS OF SALE SHALL BE UNDERSTOOD AS FOLLOWS:

1. GTCS - General Terms and Conditions of Sale, which are the standard contract commonly used in trade by the Manufacturer.
2. Price list - the current standard price list for the Products drawn up by the Manufacturer.
3. Products - products manufactured by the Manufacturer and other commercial products on offer.
4. Manufacturer - Firma PUH JONIEC®, Mieczysław Joniec, 34-050 Tymbark109, Tax number (NIP) 7371000914, REGON 490711307, tel. /fax.:1833253 90, e-mail: joniec@joniec.pl, website: <http://www.joniec.pl>
5. Seller - the Manufacturer insofar as it provides the sale or any other entity selling the Product in question.
6. Buyer - a natural person, legal person, organisational unit without legal personality placing an order or purchasing the Seller's Products for its own use or for further resale.
7. Parties - Manufacturer, Seller and Buyer.
8. Consumer - within the meaning of Article 22 1 of the Act referred to in point 9 - a Buyer who is a natural person making a legal transaction with the Seller which is not directly connected with the Buyer's business or professional activity.
9. Civil Code - Act of 23 April 1967 Civil Code.
10. Consumer regulation - the law referred to above in point 9 as well as the provisions of generally applicable law governing consumer rights in the sale of goods and services.
11. Code of Civil Procedure - Act of 17 November 1964 Code of Civil Procedure.

II. GENERAL RULES ON THE CONCLUSION AND PERFORMANCE OF SALES CONTRACTS, PERFORMANCE OF ORDERS AND BASIC LIABILITY OF THE PARTIES

1. The GTCS form the general terms and conditions of a contract within the meaning of Article 384 of the Civil Code and constitute an integral part of contracts concluded by the Seller and bind the Parties, unless agreed otherwise. In contracts with the participation of consumers, the provisions of GTCS, as well as the provisions of consumer regulations shall apply, with the reservation that if the mandatory provisions of consumer regulations, shape the right and obligations of the consumer in relations with the Seller in a different manner than specified in the provisions of GTCS - these provisions shall apply.
2. The GTCS are public by posting them on the Manufacturer's website and at the Seller's sales office.
3. The conclusion of the sales contract is conducted by the placing of an order by the Buyer in writing or by electronic acceptance and confirmation of the order by the Seller. The contract concluded by the Buyer is at the same time understood as acceptance of the GTCS. All information on the products and the Terms and Conditions of Sale is available at the Seller's and the Manufacturer's websites.
4. Lead times dependent on the manufacturer's production schedule and the availability of products in stock. The parties may allow for specific lead times under individual agreements, including framework agreements. Lead times for products marked with „“ in the Manufacturer's Price List may be extended beyond the lead time specified when placing and confirming the order. The manufacturer reserves the right to refuse to process an order (entire or in part) if it includes products marked with „“.
5. Any changes to the agreements made by the Parties in connection with the performance of the contract shall, on pain of nullity, be made in writing.
6. The price of the Products is determined based on the Seller's price list binding on the date of sale. The Seller reserves the right to grant discounts, rebates as well as to held sales actions and promotions, each time notifying on the subject of such actions public by publishing it on the Seller's website. Moreover, the Seller reserves the right to apply a so-called pro-consumer policy based on special price conditions.
7. The price of the Products includes their loading with a forklift by the Seller, on means of transport suitable for loading and transporting the Products.
8. A sales document (invoice or bill) shall be issued by the Seller to the Buyer specifying the date and payment method for the Products. The payment date shall be the date on which the funds are credited to the Seller's bank account or cash desk. If the Buyer is a Consumer, he or she must notify the Seller of his or her wish to receive an invoice before the conclusion of the transaction.
9. In the event of late payment, the Seller shall be entitled to charge statutory interest for late payment, and if the party in default is an entrepreneur, the Seller shall be entitled to charge statutory interest for late payment in commercial transactions.
10. Upon expiry of the payment date, the Seller shall have the right to withhold the release of the Products to the Buyer covered by the sales contract and any outstanding payments to the Seller shall become immediately due. The Seller shall not be liable for any damage that may arise to the Buyer's property, its contractors or third parties in the event of withholding the issue of Products, execution of further deliveries, placing debts in the state of maturity or exercising other rights provided for in GTCS or vested under applicable law by the Seller.
11. Ownership of the Product shall pass to the Buyer upon payment of the total price. If the Buyer fails to pay the price within the specified period, the Seller shall be entitled to claim the return of the Product from the Buyer for which the total price has not yet been paid. The Seller may also claim compensation if the Products have been, installed, worn out or damaged.
12. The Seller may withhold processing of the order (service), if after the conclusion of the contract of sale, the Seller has become aware of the Buyer's poor financial situation, which may justify the assessment that the Buyer will not make payment for the Products supplied or that payment will be made late. The Seller may also demand prepayment for the ordered Products in the amount equal to 100% of the goods price, or withdraw from the contract as well as refuse to conclude the contract if the Buyer has not fulfilled his obligations under previous contracts, in particular when:
 - a) The Buyer had previously defaulted on payments,
 - b) There are grounds for an action for payment by the Seller against the Buyer or the Seller has initiated legal proceedings for payment against the Buyer in connection with the Buyer's failure to fulfil his contractual obligations towards the Seller,
 - c) The Buyer has filed for bankruptcy with the general court or is subject to restructuring proceedings,
 - d) The Buyer's assets were put into liquidation.
13. At the moment of acceptance of the Products by the Buyer, the Products must be checked by the Buyer in terms of their quantity and quality and the Buyer is obliged to immediately report all apparent shortcomings or defects in the Products or their packaging under pain of losing the guarantee rights referred to in chapter III.
14. If the Products are delivered by the Seller to the place indicated by the Buyer, and the place of release of the Products is other than the registered office of the Seller, the Buyer shall be obliged to take over the qualitative and quantitative acceptance of the Products after the completed transport and possible unloading performed by the Seller.
15. The Buyer who collects the Products by his own means of transport or through an external carrier shall be liable for accidental damage or loss of the Product upon handing over the goods to the Buyer carrying out the transport by his own means of transport or to the carrier. The Buyer, who is a Consumer, shall be liable for accidental damage or loss of the Product as soon as the item is handed over to a carrier over whose choice the Seller had no influence. The Buyer in such a case is responsible for, inter alia, properly securing the load by using pallet movement stops and clamping straps. Any damage caused by improper transport, unloading and storage shall not be charged to the Seller.
16. The Buyer, who does not collect the Products personally with his own transport, but does so with a carrier of his choice, is obliged to provide the Seller, prior to collection, with a signed collection authorisation containing the following details: name and surname of the driver, series and number of the ID document, vehicle registration number, number and date of the order. The driver shall present a proof of identity at the Seller's request or to present an authorisation. The authorisation should be signed by the Buyer or a person authorised to make declarations of intent on behalf of the Buyer. The Seller has the right to refuse to hand over the Products to a person without the required authorisation, which relieves the Seller of any responsibility for damage suffered by the Buyer or third parties on this account.
17. If the Manufacturer or Seller assumes an obligation to deliver the Products to the place indicated by the Buyer, the Buyer shall ensure that there is convenient access to the place of delivery at the location indicated by the Buyer, considering the fact that this place must be convenient for a vehicle weighing over 3.5 tonnes. Convenient access means a paved road as well as a paved unloading area. The Buyer accepts, in this case, the obligation incumbent upon him to carry out the unloading, and undertakes to provide at the place of unloading his person or a person authorised to receive the Products, and in the absence of such a person, the Manufacturer or Seller shall have the right to deliver the Products to a person who undertakes to receive them on behalf of the Buyer at his expense and risk. The risk associated with the delivery of the Products shall be borne by the Buyer in this case. The Seller shall not be liable for any damage resulting from non-delivery or untimely delivery of the Products to the Buyer in the event of non-compliance with the obligations set out in the content of this provision, in particular the failure to provide convenient access to the place of delivery. In the event that the Buyer has given assurances as to the existence of convenient access to the place of delivery, the Buyer shall be liable for all damage and costs incurred by the Seller during the course of delivery if these assurances prove to be untrue.
18. Upon acceptance of the Products by the Buyer, all risk and danger of accidental loss of or damage to the Products shall pass to the Buyer. The Seller shall not be liable for improper storage of the Products.
19. A defect-free Product ordered and delivered is non-returnable.
20. The parties hereby exclude any warranty for defects within the meaning of Article 556 et seq. of the Civil Code. This does not apply to a sales contract concluded by the Manufacturer with the Consumer.
21. Any orders placed by the Buyer in batches up to a total weight of 24 tonnes must be confirmed by the Buyer within 14 days. After this date, the Seller has the right to cancel the order and is not liable for any loss incurred as a result.
22. The Seller shall not be liable for any consequences resulting from incorrect data provided by the Buyer in the order, data which prevents or hinders the correct processing of the order.

III. WARRANTY AND WARRANTY CLAIMS

1. The warranty period for the Seller's Products which are concrete products is 5 years from the purchase date by the Buyer. With regard to other Seller's Products, the warranty period and the warranty conditions are set out in the relevant warranty document issued by their Manufacturer. After the expiry of the periods covered by this provision, the warranty shall lapse.
 2. The Buyer shall acquire rights under the warranty subject to full and timely payment for the Products, subject to the provisions of chapter II point 11
 3. Subject to point k, the Buyer should make a complaint no later than 7 days from the date on which the defect was discovered, otherwise the Buyer shall lose his/her rights. Complaints are made by sending in the warranty card and the claim form with the relevant attachments:
 - a) via e-mail to reklamacje@joniec.pl,
 - b) by post with the annotation COMPLAINT (REKLAMACJA) to the Manufacturer's address,
 - c) in writing at the Seller's premises,A complaint is also made by completing and sending the Complaint Notification Card found on the Manufacturer's website www.joniec.pl. The complaint form can be downloaded from www.joniec.pl or by sending an e-mail to reklamacje@joniec.pl.
 - k. A complaint can be made:
 - a) for quantity complaints resulting from incorrect Product loading - at the latest on the day following Product unloading,
 - b) for quality complaints resulting from damage caused during transport - at the latest on the day of Product unloading,
 - c) for quantitative and qualitative complaints other than those referred to in point a) to b) above, at the latest within the period referred to in point 3 above.
 5. Inspection of the goods shall be carried out in the presence of the carrier. If damage is found, photographic documentation should be taken to document it.
 6. Subject to the provision of point 3-4 of this chapter, if defects or shortcomings are discovered during unloading - under pain of losing the right to lodge a complaint - the Buyer is obliged to make a relevant annotation on the consignment note confirmed by the driver of the carrier making the delivery, and to demand from the carrier to draw up a protocol with a description of the type and quantity of defects or missing Products, their elements or shortcomings in the purchased Product in relation to the content of the order (discovery of shortcomings or damage).
 7. If the Buyer has accepted the goods without checking their condition and quantity in the presence of the carrier or without making reservations to the carrier indicating the nature of the shortage or damage, it shall be presumed that he/she has received the goods in the condition described in the delivery note.
 8. As a condition for the consideration of a complaint, the Buyer must present:
 - a) A complaint in writing, via e-mail or the online form at www.joniec.pl,
 - b) complaint form,
 - c) the warranty card for the Products, if any,
 - d) photographs showing faults in or damage to the Products,
 - e) purchase document of the Products,
 - f) a label containing the barcode and the pallet number,
 - g) labels or manual(s) attached to the Products indicating manufacture and packaging dates,
 - h) purchase documents of the materials used for the development and assembly of the Manufacturer's Products (applies to built-in Products).
 9. Within 14 days from the date of receipt by the Seller of the complaint form, the complaint procedure for the Products in question will be initiated. If the complaint is acknowledged, the conditions for its rectification will be set out in writing or by email.
 10. If the Seller considers the complaint justified, the Seller shall repair the Products or offer to reduce the price of the Products, such offer being binding. If this is not possible, the Seller shall replace the Products or offer a price reduction, in particular if replacement or repair of the Products is impossible or involves significant costs or other inconvenience, and the defect of the Products is insignificant. In the latter case, the Buyer may claim reimbursement of the price representing the difference between the value of the defect-free Products and the value of the defective Products. In the event of replacement, the defective Products shall become the property of the Seller or the Manufacturer respectively.
 11. The Seller shall not be liable for defects or damage to the Products resulting from:
 - a) incorrect and incompatible assembly of the purchased Products,
 - b) improper design of the fence or assembly of the Products in a manner inconsistent with the Manufacturer's manuals or recommendations,
 - c) the use of inappropriate materials and technology for the assembly of the Products,
 - d) failure to comply with the Fence Construction Manual prepared by the Manufacturer, the Seller's recommendations as to the method of assembly, insulation, impregnation, care and protection of the Products,
 - e) applying de-icing agents directly to the product,
 - f) the use of an unsuitable exposure class of concrete used in the assembly of the Products;The CONCRETE EXPOSURE CLASS is understood as Class XF1(C30/37). Environmental impacts are classified as exposure classes. Adapt the choice of exposure classes to the conditions prevailing at the site where the concrete is used. According to the Polish standard - PN-EN 206 with the national complement PN-B-06265, the concrete used for the installation of JONIEC® Products should correspond to exposure class XF1(C30/37) with all the consequences regarding the concrete composition requirements for this exposure class;
 - g) improper use which is not in accordance with the purpose and characteristics of the purchased Products,
 - h) improper storage, warehousing or transport of the purchased Products,
 - i) force majeure, i.e. in particular natural disasters and other unforeseeable accidents,
 - j) inappropriate selection of the Products for the type of terrain and the load.
 - k) impregnation of products during unsuitable weather conditions,
12. The Seller shall not be liable for any cracks or other damage to the Products occurring after their installation, which are in connection with:
 - a) carrying out building and construction work in a manner that does not comply with the construction practices,
 - b) failure to comply with the Fence Construction Manuals prepared by the Manufacturer or any deviation from the provisions of this manual,
 - c) failure to comply with the Seller's recommendations regarding the quality and method of transporting the concrete or to deviate from these recommendations if the concrete is delivered from a mixing plant,
 - d) the production of concrete at the works or on site contrary to PN-EN 206 with the national complement PN-B-06265 Concrete - Requirements, properties, production and conformity,
 - e) construction of the concrete mix supplied from the concrete mixing plant or prepared on site 40 minutes after its preparation (production)
 - f) failure to comply with recommendations on the time of use of concrete delivered from the plant or prepared on site,
 - g) failure to comply with the recommendations on how to pour concrete over the Products used to construct the fence,
 - h) failure to carry out, or inadequate performance of, the treatment of the concrete used for pouring the Products, in particular in the initial phase of concrete curing.
13. If defects or non-conformity with the contract are found in the Products prior to assembly, the Buyer shall not commence assembly work, but shall notify the Seller immediately. If the Products are found to be defective or not in conformity with the contract during assembly, the Buyer is obliged to refrain from further assembly, as well as to protect the Products from damage and immediately inform the Seller. The commencement or continuation of assembly despite the discovery of defects or non-compliance with the contract will result in the loss of complaint rights with respect to the Product.
14. If visible defects or non-conformity with the contract are discovered after the Products have been unloaded and installed by the Buyer, the Seller shall not be liable for the costs of dismantling and re-assembling the Products.
15. The Seller shall be relieved of liability for defects in the Products or non-conformity with the contract if the Buyer knew of the defects or non-conformity at the time of purchase or delivery.
16. The warranty does not cover Products sold as (off spec) substandard.
17. They are not regarded as defects, permitted by the relevant standards and reference documents, and do not constitute non-conformity with the contract:
 - a) deviations in size and appearance of the Products in accordance with the standards in force at the date of sale,
 - b) calcareous efflorescence in the form of deposits on the surfaces of the Products;DEPOSITS - calcareous efflorescence is a natural and transient phenomenon in concrete that should disappear over time. The way in which the Products are assembled is of crucial importance. The use of the correct concrete exposure class, as well as the correct composition of the concrete (the materials used to produce it) with which Products would be poured and their protection against moisture (level insulation, protection of canopies, impregnation), the execution of proper care, reduces the possibility of efflorescence, which is not grounds for complaint.
- c) natural colour changes of the Products due to their use;
- d) slight colour differences due to the curing conditions of the Products, the variability of the components, i.e. cement, aggregates, their colour, the varying water-cement ratio do not constitute grounds for complaint;
- e) possible hairline surface microcracks resulting from shrinkage associated with the curing of the Products;
- f) losses resulting from the installation of not cured Products;
- g) deviations in texture, surface and colour due to the manufacturing process of the Products and the natural variation in grain size and colour of aggregates and other raw materials used to manufacture the Products over a period of time; this also applies to colour variations occurring during the Product's use or storage;

Slated elements subjected to concrete breaking and treatment. Each piece is unique and the different surfaces are a natural part of this process with no grounds for complaint. Similarly, the uniqueness of products characterised by the so-called "scretching" process, which generates a diversity of product surfaces that is a natural result of this process, is not considered a defect;

a) colour differences in the individual "MULTI-KOLOR"® elements resulting from the intended production purpose of obtaining a discolouring effect (construction in accordance with the instructions and principle is recommended: "mixing 3 pallets"),

b) differences in colour and texture due to the different production technologies used for the different product groups,

c) minor surface blurring of the Products caused during the production process,

d) defects in the corners, surfaces and edges of the Products caused by the deliberate ageing of parts of the Products,

e) spalling of the surface of the foundations resulting from the manufacturing process of use,

f) technological undercuts occurring on the walls of the blocks as a natural result of the production process.

18. Any claims for quality defects can only be asserted provided that an adequate distance of at least 2 metres from the Product is maintained in accordance with the applicable regulations.

19. If a complaint is recognised by the Seller as justified, the Parties shall share equally the costs of returning the Product to the Manufacturer's registered office or other place of purchase, as well as the costs of replacing the Product with a defect-free one.

20. The warranty provisions are without prejudice to the rights of the Buyer who is a Consumer under the warranty within the meaning of Article 556 of the Civil Code, as well as other related legal regulations, including the Consumer Regulations.

IV. PACKAGING

1. The products are packed on transport pallets which are reusable or disposable packaging. Packing of the Products in so-called "Big-bags" is also allowed.

2. The cost of disposable pallets is included in the price of the Product. The Buyer does not acquire the right to resell them to the Seller.

3. The cost of multiple pallets shall be included in the amount due on the sales document issued to the Buyer.

4. To the extent possible and required, the Seller may repurchase undamaged multi-use pallets from the buyer up to 6 months after issue. The pallets must then be returned to the Seller's warehouse at the Buyer's expense and risk. If the return deadline is exceeded, the Seller has the right to refuse to accept the pallets without giving reasons.

V. TERMINATION OF CONTRACT

1. Subject to the cases stipulated by the provisions of the Civil Code and other related legal regulations, including Consumer Regulations, the Buyer may withdraw from the contract in the event of a delay in the fulfilment of an order exceeding 30 days resulting from reasons attributable to the Seller, if the Buyer has at least called the Seller in writing to fulfil the order within an additional period of not less than four days.

2. The Seller shall have the right to withdraw from the contract in the event of the Buyer's delay in payment or delay in collecting the Products for more than 14 days.

3. The parties may withdraw from the contract without setting an additional time limit for performance if one of them declares that he will not perform its performance.

VI. SPECIFIC PROVISIONS FOR SALES AGAINST CONSUMERS

1. In the case of a sale with the participation of a Consumer made away from the Seller's business premises or as part of a remote sale, the Buyer shall have the right to withdraw from the contract without giving reasons for his decision within 14 days from the date of delivery of the Product and, if the contract concerns the performance of a service, within 14 days from the conclusion of the contract. If the object of the contract is delivered separately, in batches or in parts, the Consumer shall exercise his right from the date of delivery of the last of the batches of the Product. It is sufficient to send your notice of withdrawal before the deadline expires. The Product shall be reimbursed by the Consumer within 14 days of the notification of withdrawal. The consumer shall bear the direct costs of returning the item.

2. In the case of sales with the participation of the Consumer made outside the Seller's business premises or as part of distance sales, the Buyer loses the right to withdraw from the contract if the Seller has fully performed his service with the express consent of the Consumer, who was informed before the performance began, that after its performance the Consumer will lose the right to withdraw from the contract, as well as the Consumer loses the right to withdraw from the contract when the Seller's performance included the performance of a non-refabricated Product, produced to the Consumer's specification or serving to meet the Consumer's individual needs. The Consumer shall also lose the above entitlement in other cases defined by the Consumer Regulations.

3. When concluding a contract with a Buyer who is a Consumer, if the Product is inconsistent with the contract or defective in accordance with the provisions of the Civil Code, the Buyer may make a declaration to reduce the price or withdraw from the agreement, unless the defect or non-compliance with the agreement is insignificant or the Seller shall immediately and without excessive inconvenience for the Buyer replace the defective Product with a defect-free one, or the defect or non-compliance shall be removed, unless the Product has already been replaced or repaired by the Seller or the Seller failed to fulfil the obligation to replace the Product with a defect-free one or remove the defect.

The Buyer may also, instead of the removal of the defect or non-conformity with the contract proposed by the Seller, demand the replacement of the Product with a defect-free one or, instead of the replacement of the Product, demand the removal of the defect, unless bringing the Product into conformity with the contract in the way chosen by the Buyer is impossible or would require excessive costs in comparison with the way proposed by the Seller. The Seller shall be liable for non-conformity of the Product with the contract concluded with the Consumer or for defects in the Product sold and delivered to the Buyer who is a Consumer, if the non-conformity or defectiveness has been found before the lapse of 2 years from the delivery of the Product to the Buyer, with the provision that the Buyer may submit a claim for rectification of the defect or replacement of the Product with a defect-free Product or submit a declaration of withdrawal from the contract not later than after the lapse of one year from the date on which the defect was found.

The 1-year period may not end before the expiry of 2 years from the Product delivery date.

In order to comply with the time limit, it is sufficient to give notice before its expiry in any form. Lack of a response from the Seller within 14 days from the date of receipt of the notice along with a specific request from the Consumer to replace the item or rectify the defect, reduce the price and specify the amount by which the price is to be reduced shall be deemed to be an acknowledgement of the request.

4. The Buyer who is a Consumer shall, prior to the conclusion of the contract, be provided with the necessary explanations relating to the Product with regard to its factual and legal relations and shall be informed of the terms and conditions for the performance of the contract, the total cost of the order, the conditions for the correct and full use of the Product, and shall be instructed on his rights and obligations under consumer regulations.

5. The contract concluded by the Buyer is at the same time understood as acceptance of the General Terms and Conditions of Sale. All information on the products and the Terms and Conditions of Sale is available at the Seller's and the Manufacturer's websites. In case of doubts, the Consumer may ask the Manufacturer for explanations regarding the provisions of the GTCS and the legal and factual consequences of the performance of the contractual conditions, and the Manufacturer shall be obliged to provide them without undue delay.

6. To the Seller's liability under warranty and his liability under a complaint made by a Buyer who is a Consumer under a sales contract concluded by the Manufacturer with a Consumer, the provisions of chapter III point 11 - 18 to the extent that they do not conflict with the Consumer Regulations.

VII. FINAL PROVISIONS

1. In case of disputes arising in connection with the provisions of these GTCS, the applicable law of the Republic of Poland (RP) and the jurisdiction of the common courts of the RP shall apply.

2. In matters not regulated by the provisions of these GTCS, the provisions of the Civil Code and other related regulations shall apply, and in the case of contracts concluded by the Manufacturer with the Consumer, the provisions of the Consumer Regulation shall apply.

3. Any amendments to the GTCS shall be made in writing to be valid.

4. Any disputes arising out of the implementation of the provisions of the contract will be attempted to be resolved amicably by the Parties through mutual negotiations. If it is not possible to resolve disputes in the above manner, the Parties shall submit the dispute to the common court having jurisdiction over the registered office of the Manufacturer or the Seller. This does not apply to disputes arising in the performance of a contract concluded with the Consumer. In such a case, if the dispute is not resolved amicably in the above-mentioned manner, the Consumer shall be entitled to submit the dispute to a common court of his or her choice for resolution under the provisions of the Code of Civil Procedure or the Consumer Regulation.

5. The manufacturer and the Seller shall not be liable for undue fulfilment or non-fulfilment of an obligation or for any consequences resulting for the Seller if the undue fulfilment or non-fulfilment of the obligation has occurred as a result of force majeure. Force majeure shall be understood as an external phenomenon difficult to foresee, the effects of which could not have been prevented, such as flood, state of emergency, declared epidemic, state of emergency, large-scale fire, general strike, scarcity of raw materials and materials necessary for the manufacture of the Products, hyperinflation, state of natural disaster, blockade of borders and ports, prohibition of import export, state of war, or a state of similar nature, as well as armed actions, hybrid actions, and war, including civil war.