



SESKO TERMS AND CONDITIONS OF SALE

All our sales are subject to the present Terms and Conditions of Sale, which form an integral part of our offers; they prevail over all conditions of purchase, unless a formal and express exception is made by SESKO. Any order implies acceptance of the Terms and Conditions of Sale defined below. They may be complemented by special conditions specific to an order. In the event of a contradiction between these Terms and Conditions and their special conditions, the latter shall prevail for any contentious issues.

SESKO may at any time make any change in its products which it deems advisable, and alter the models shown in its flyers and catalogues without notice.

OFFERS AND ORDERS

The quotations prepared by SESKO are valid, for one month from their date of issue. After that time, they may be changed by SESKO, according to prevailing economic conditions.

Unless otherwise agreed in writing, no quotation shall be subject to any discount.

All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the Supplier and cannot be used by the Customer without the written permission of the SESKO.

In each event the Customer shall check the content of submitted offers and make sure that they are in accordance with needs, use conditions and installation conditions on construction site.

Any order sent to SESKO does not become binding until his written form and confirmed by SESKO. A binding order shall have notation "CONFIRMED" and shall be signed by Customer, and it will be only one document effective at SESKO in sale of aluminium/steel joinery.

Each order cancelled gives SESKO the right to cover the costs incurred in relation to works partially undertaken. All projects, analysis and documents remain ownership of SESKO and should be returned to SESKO for his simple request.

TERMS OF PAYMENT

Before SESKO will begin any works or supply any goods to the Customer, the Customer must pay to SESKO an advance payment of forty per cent (40%) of the net price.

If SESKO does not agree to the amendment or rescission, the payment on account in any are non-refundable.

Balance of 60% should be paid and received on SESKO account 3 business day at least before scheduled date of shipment. In other case, SESKO may suspend all shipments until whole receiving of money on his account.

DELIVERY

Delivery times are exclusively those indicated on the order confirmation from SESKO; the date of delivery or collection shall be specifically indicated on the order. Unless otherwise expressly agreed, delivery times are given indicatively and are not binding; if they are exceeded, SESKO is not entitled to cancel the sale or refuse the products. Delayed delivery shall not give rise to withholding, compensation, penalties or damages.

Delivery times can be suspended when:

- the Customer doesn't respect payment terms
- informations necessary to works realisation are not passed with due diligence and on time
- in the event of Force Majeure like delays of suppliers, strikes, bad weather, etc.

Our Customers are bound by the delivery date. If the date is postponed at the Customer's behest and SESKO agrees, the products shall be stored and handled at the Customer's risk and expense, with no liability for SESKO. SESKO shall not be liable in any way for any direct or indirect loss, damage or expenses (including but not limited to loss of profits and liability to third parties) suffered or incurred by the buyer as a consequence of any delay in delivery.

Goods are dispatched ex works. Even in the event of delivery freight-paid (FOB, CIF), which must be separately agree, risk transfers to the Customer at the time at which the goods are handed over to the shipping company appointed to carry out the shipment.

No goods shall be returned without the written permission of SESKO.

WARRANTY

Subject to the following provisions, SESKO warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material for a period of 24 months from delivery.

SESKO shall be under no liability in respect of any defect in the goods:

- if the price for the goods has not been paid in full
- in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow installation instructions, installation methods not approved by the company, misuse or alteration or repair of the goods without approval of SESKO in writing.

This warranty is completely limited to change of defective elements at SESKO's workshop, without damages for labour costs during disassembly, new assembly, etc.

Said warranty period is not extended by services rendered by SESKO pursuant to the warranty.

All fittings (electric strikes, removables elements) are warranted 12 months.

CLAIMS

Claims must be notified in writing to SESKO within seven days from the date of delivery by registered letter sent to SESKO Sp. z o.o. – Lubiatów 12 – 55330 Miękinia – POLAND. In order to consider better Customer's claim, the letter shall contain detailed description of goods, problems and pictures. SESKO commits to answer within 5 working days from the date of claim receiving.

PROPRETY

SESKO retains ownership and property in and to the Goods until the Customer has paid in full all amounts owing for the particular Goods.

GOVERNING LAW

These Terms and Conditions of Sale shall be governed by and construed in accordance with the law of Poland and the parties hereby submit to the exclusive jurisdiction of the Polish courts.