

GENERAL SALES TERMS & CONDITIONS

PXF LIGHTING JACEK BIENIAK

I. General Provisions

1. These General Terms regulate the rights and obligations of the Parties and are integral with any further commercial agreements between PXF LIGHTING and Purchaser. Inconsistent notations should be made in writing on pain of invalidity. The same applies to other regulations which are quoted in General Terms, in particular the General Warranty Terms & Conditions specified in part VIII. Regarding agreements made with the consumers, General Terms apply only if they do not violate mandatory provisions of law.
2. The binding content of the General Terms is always the one that was effective while PXF LIGHTING received a purchase order. If the General Terms change after order was sent and before it was received, PXF LIGHTING informs the purchaser about it.
3. By sending a purchase order the Purchaser acknowledges that it has read the General Terms and accepts its content.
4. Any inconsistency with the General Terms as well as other documents being integral with the agreement should be made in writing on pain of invalidity.

II. Offer and order confirmation

1. Purchaser shall send a purchase order in writing or via e-mail.
2. PXF LIGHTING shall verify whether the order can be fulfilled and in case of no obstacles shall confirm the order in writing.
3. The purchase order is binding for PXF LIGHTING only to the extent to which it was confirmed by PXF LIGHTING in writing.
4. Any possible mistakes made by the Purchaser – in particular wrong choice of products or the delivery address are a burden to the Purchaser only. Moreover, PXF LIGHTING is not responsible for misinterpretation of the information or technical data provided in catalogues, brochures, website or any other content given to or received by the Purchaser. Order is considered executed properly if it is fulfilled directly as stated in order confirmation, regardless of the intention of the Purchaser.

III. Documentation, intellectual property law

1. Product specification disclosed in the informational and promotional materials, such as catalogues and PXF LIGHTING website, as well as data in the offers should be treated as approximated data due to constant technical development.
2. PXF LIGHTING informs it is the sole owner of the copyright of the documentation and all parts of it shared with the Purchaser. Sharing is not conclusive with giving a license or right for further use.
3. PXF LIGHTING holds exclusive industrial property rights for products and technical solutions used in the production. The purchaser is obliged to keep all the shared technical data confidential.

IV. Prices, packaging, insurance

1. Prices offered by PXF LIGHTING are based on EXW (according to 2010 Incoterms).
2. PXF LIGHTING does not insure transportation unless otherwise specified in a separate agreement. Such agreement has to be unambiguous and stated in writing or e-mail.
3. PXF LIGHTING provides special packaging only at Purchaser's request, for additional fee.

V. Passing of risk to the Purchaser

1. Any risk of damage or loss of goods shall pass to the Purchaser at the time it is handed over to the first carrier.
2. If the goods aren't handed over for reasons attributable to the Purchaser, PXF LIGHTING is obliged to take care and store them with due diligence and the Purchaser is required to cover storage costs.
3. Storage cost is 1,00 euro for every day of storage of one pallet with dimensions 800/1200. The cost is charged on every started day of storage, beginning on the first day after the goods were supposed to be collected.

VI. Delivery dates

1. Delivery date specified in the offer or the order confirmation takes into account only circumstances dependant on PXF LIGHTING. In case of circumstances independent of the Parties or being the fault of the Purchaser the delivery date is extended accordingly.
2. Delivery date implies the time when the goods should be issued to the first carrier unless something else has been agreed on in writing.
3. If the purchaser does not collect the goods due to force majeure, delivery date will be properly extended. However, if the force majeure continues for a month or due to the circumstances it is predictable that it will last at least one month, PXF LIGHTING has a right to renounce the agreement. In this instance, the order is no longer executed and the Purchaser is charged with only the costs caused by the disloyal behaviour.
4. If the Purchaser cannot collect the goods in concluded date because of a justified cause, PXF LIGHTING will act accordingly to the instructions of the Purchaser provided that it does not raise any significant additional costs. In this instance the Purchaser is obliged to cover all the costs caused by the change immediately.
5. If the Purchaser does not collect the goods or declines to do so without any justified cause, PXF LIGHTING has a right to withdraw from executing the order. In this instance, PXF LIGHTING does not ship any goods and the Purchaser is obliged to pay the whole price. If as a result of disloyal behaviour of the Purchaser any additional costs or damages arise, the Purchaser is obliged to cover them in full.
6. Independently of the above provisions, PXF LIGHTING may cancel or delay delivery when Purchaser's behaviour or circumstances dependant on it indicate that the Purchaser may not fulfil its obligations towards PXF LIGHTING or cause any harm to PXF LIGHTING.

VII. Terms of payment

1. Terms of payment are specified in an agreement or order confirmation.
2. The Purchaser does not have a right to deduct any of the outstanding debts towards PXF LIGHTING.
3. Any delay in payment authorizes PXF LIGHTING to cease the execution of other orders of this Purchaser.
4. If payment is made by bank transfer the date of payment is to the day of inflow to the bank account of PXF LIGHTING.

VIII. Passing of property

1. The property is passed on to the Purchaser on the day of the full payment of the price.
2. Reservation of Proprietary Rights until the full payment does not deprive PXF LIGHTING from the right to demand the payment. The Purchaser may not release itself from obligation to pay by returning the goods.
3. When the Purchaser delays payment, PXF LIGHTING may demand that the goods are returned and proper remuneration for use is paid, as well as compensation for using up and damaging it.

IX. Defects in the goods and liability for damages

1. Liability for defects in goods, specified in the Civil Code and other statutes, is excluded, except for exemptions which in the light of the mandatory provisions of law are unacceptable.
2. Rules of liability for defects in goods sold by PXF LIGHTING are specified in the PXF LIGHTING's General Warranty Terms and Conditions available on the website of PXF LIGHTING. The same applies to the Annexes mentioned in the General Warranty Terms and Conditions.
3. General Warranty Terms and Conditions indicate the date of the guarantee, the rules governing the complaint process and the obligations of PXF LIGHTING towards Buyer. These conditions can be changed only by separate agreement in writing on pain of invalidity.
4. Notwithstanding the above, PXF LIGHTING bears responsibility for damages only in the case of causing damage with its fault or gross negligence. PXF LIGHTING is not liable for the benefit lost by the Purchaser as a result of improper performance of the contract.

X. Final provisions

1. By accepting these General Sales Terms & Conditions the Purchaser agrees for the processing of personal data by PXF LIGHTING to the extent necessary to perform the contract.
2. In matters not regulated by these General Terms Polish law applies, in particular the provisions of the Civil Code. To the General Sales Terms & Conditions the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980 year (the so-called. Vienna Convention), does not apply.
3. Any disputes arising in connection with contracts governed by these General Terms shall be settled by the court of law competent according to the seat of PXF LIGHTING. This does not apply to contracts made with consumers.
4. The invalidity or ineffectiveness of any provision of the General Conditions does not affect the validity or effectiveness of the other provisions of these General Terms. In this case, instead of the invalid or ineffective provisions, appropriate provisions of law are applicable.
5. The Purchaser is not entitled to transfer any rights arising from the agreement to any third party without the prior written consent of PXF LIGHTING.
6. The current content of the General Sales Terms & Conditions is available on the website of PXF LIGHTING. General Sales Terms & Conditions can be acquired, recorded stored and played at any time, by printing or downloading them in PDF format from the website.