

GENERAL SALES TERMS
applicable to civil contracts concluded by
Constans sp.z o.o. with a registered office in Kłodawa
KRS no.0000061152

1. The following General Sales Terms (further called GST) specify the rules regarding the conclusion of goods sales contracts, whose manufacturer and seller is Constans sp. z o. o. with a registered office in Kłodawa, ul. Gorzowska 11, Poland [further: Constans or Seller]; the GST constitutes an integral part of all civil sales contracts concluded by Constans.
2. The GST are available to the Buyer before entering into a contract in writing at the office of Constans and at the website www.constans.pl
3. These GST exclusively regulate the rights and obligations of parties to the sales contract featuring Constans, the exclusion or change to the GST requires a written agreement between the parties under pain of nullity.
4. Definitions of terms contained in the General Sales Terms:
 - a. Seller – Constans sp. z o. o., ul. Gorzowska 11, Kłodawa, Poland, Tax ID: 599-27-35-261, KRS no.0000061152
 - b. Buyer – a legal entity, organizational unit without a legal personality and a natural person operating a business enterprise or a Consumer
 - c. Consumer - natural person entering into a contract not directly related to their business enterprise or professional work or a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it does not have a professional character for that person.
 - d. Payment term – the day on which the receivables for the goods become due and payable.
 - e. Goods – movables offered by Constans
 - f. Order – a declaration submitted by the Buyer in writing and delivered to Constans, including: the name of the ordered goods, quantity, full data of the Buyer necessary to the correct identification of the Buyer such as: name, form of operated business enterprise, number of the register containing the entry of the operated enterprise, VAT tax identification number, expected date of order performance, method and place of goods receipt.
 - g. Confirmation – written declaration of the Seller regarding acceptance of the order, containing confirmation of conditions of order performance specified in the order or established by way of negotiations. Sketches and technical drawings constitute an integral part of the confirmation as defined in pt. 4 h.
 - h. Executive sketches and drawings – the drawings based on which it is possible to establish significant technical details of the order's performance, especially dimensions, direction and method of door or window opening.
5. Information published on the Constans website, catalogs, brochures, leaflets, advertisements and other publications do not constitute an offer in light of regulations of the Civil Code, even in the event of them containing a price, which in this case should be considered as informative in regards to the product.
6. The condition of effective conclusion of a contract is the placement of an order by the Buyer and written acceptance of the order confirmation furnished by the Seller in the form agreed upon by the parties. The parties exclude the possibility of placing or altering orders, as well as confirmation of orders verbally.
7. Lack of a written order confirmation is tantamount to a contract not being concluded.
8. Altering or withdrawing from an order by a contractor requires written consent of Constans, which may depend on the buyer accepting the obligation to compensate the order performance costs incurred by Constans.
9. Failure to perform an order by Constans due to the occurrence of Force Majeure such as extraordinary weather conditions influencing the ability to carry out production work, fires, general strikes, change of customs or import regulations, especially including restrictions in terms of trade with certain countries or geographical areas, suspension of foreign currency transfer, restrictions imposed by the government of the Republic of Poland in connection with the epidemic affecting the ability to conduct production activities, releases Constans from liability due to non - performance or inadequate performance of the contract.

10. The prices provided by Constans are always net prices, to which goods and services tax shall be added according to rates applicable on the invoice issue date.
11. Provided there are no arrangements to the contrary, rules regarding shipment or receipt of goods in the standard packaging specified by Constans in the contract shall apply.
12. The date of payment is considered to be the date of crediting the payment on the Constans bank account indicated in the invoice, or the date of cash payment.
13. Failure to issue the payment within the term specified on the invoice in the event of performance of an order with multiple deliveries entitles Constans to suspend deliveries of goods and suspend performance of accepted orders without any legal consequences.
14. Submission of a complaint does not release the buyer from the obligation of payment for the goods within the term specified in the order confirmation.
15. If the buyer fails to claim the goods within the specified term or states, that they will be unable to claim the goods within the specified term, the Seller is entitled to charge the Buyer with flat rate costs due to that fact. If the delay in claiming the goods exceeds 30 working days or if the Buyer refuses to claim the goods, the Buyer shall be charged with the resulting costs incurred by Constans. This also applies to the complaint procedure.
16. The Buyer is strictly obliged, immediately at receipt of goods, no later than on the delivery date, in any event before installation, to perform a detailed inspection of the conformity of delivered goods with the orders in terms of quantity and visible defects (cracked glass, profile, scratches and other mechanical damage), as well as in terms of inspecting the outer dimensions. The Seller is not responsible for the eventual installation of goods without inspecting the quality and conformity with the contract.
17. The Buyer is obliged to notify Constans of all reservations regarding the quality of goods within 3 working days from the date of receipt, under pain of forfeiting indemnification entitlements. It does not apply to Consumers.
18. The Seller reserves the right of ownership of the sold goods until the time of full payment, regardless of the storage or installation location of goods..
19. The warranty liability of Constans towards buyers other than a consumer is excluded. Constans grants a guarantee on the goods which are the subject of a contract in accordance with the guarantee terms published on the website www.constans.pl (service)
20. The applicable law for the performance of contracts related to these GST is Polish law and the place of settlement of any disputes are common courts of law with jurisdiction over the registered office of Constans.
21. These general sales terms remain in force in relation to consumers, provided they are not contrary to the regulations of imperative legal regulations related to consumer sales.