

GENERAL TERMS AND CODITIONS FOR PRODUCTS INVOICED BY MONDEX

§1

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) define the rules for concluding contracts for the sale of goods and services, the seller of which is MONDEX Anna and Jerzy Affek Spółka Jawna with its registered office in Olsztyn, registered in the National Court Register under the number KRS 0000005755.
2. The GTCS constitutes an integral part of all sales contracts concluded by MONDEX Anna and Jerzy Affek Spółka Jawna, including contracts concluded in the form of a written order, offered to the entity that makes the purchase.
3. The GTCS are available to the Buyer before the conclusion of the contract in writing at the seat of MONDEX Anna and Jerzy Affek Spółka Jawna, at the sales representative or on the website www.hurtownia.mondex.pl.
4. These GTCS are contractual regulations binding the parties in the sale of goods. The parties exclude the use of other contract templates (general terms of the contract, terms of sale, contract templates, regulations, etc.) used or agreed by the Buyer.
5. The provisions of these GTCS may only be changed in writing under pain of nullity. The conclusion of a separate sales contract excludes the application of these GTCS only to the extent regulated in it differently.
6. Different arrangements between the parties, agreed and confirmed in writing, take precedence over the provisions of the GTCS.
7. Form of sale:
 - Direct
 - E-Wholesale
 - Sales Representative

§2 Definitions

The use of the terms in these General Conditions of Sale means:

1. Seller - MONDEX Anna and Jerzy Affek Spółka Jawna, ul. Towarowa 17, 10-416 Olsztyn, NIP: 7391010198, REGON: 51026740.
2. Buyer - a legal person, an organizational unit without legal personality and a natural person running a business.
3. Payment date - the day on which the payment for goods or services becomes due.
4. Goods - movables, services, goods that are to be sold under the sales contract between the Seller and the Buyer.
5. Order - an offer to purchase products submitted by the Buyer in writing, delivered in person, by phone, by letter, by e-Wholesale, from a sales representative or by e-mail, containing at least: name of the ordered product, quantity, Buyer's data necessary to issue an invoice VAT and company details, contact details, method, date and place of receipt of the ordered products.
6. Confirmation - a written declaration of the Seller about the acceptance of the order, submitted to the buyer after its receipt, specifying at least the price of the goods, the total value of the ordered goods, the date of completion, place and terms of delivery / collection and payment terms.
7. Sales representative - an employee of the Seller authorized to visit the Buyer and present a commercial offer as well as collect orders and payments.

§3 Offers and orders

1. Information posted on the Seller's website, catalogues, brochures, leaflets, advertisements, and other publications - do not constitute an offer within the meaning of the Civil Code, even if they include a price. Publications regarding the products offered by the Seller are for information purposes only, while the patterns and samples issued by the Seller are for demonstration and exhibition purposes only. Detailed technical data provided in publications may change at any time, including due to constant changes taking place in the technical industry.
2. The Buyer's order should contain the following data:
 - Buyer's name - along with an indication of the exact address,
 - TAX ID
 - Indication of the offer number, if applicable,
 - Identification of the indicated goods with the trade name or alphanumeric symbol from the offer,
 - Quantity of ordered goods,
 - Date, place and terms of delivery / receipt of goods.
3. The condition for the effective conclusion of the sales contract is the placing of an order by the Buyer and a written confirmation of the order by the Seller (in the form of an e-mail, by letter to the company's registered office address, via e-mail). Written order confirmation means that the Seller has received the order and accepted it for execution. Placing an order by the Buyer does not bind the Seller, and the lack of his response does not mean that the order has been tacitly accepted.
4. If the order concerns a previously presented offer, it is necessary to include the number of this offer in the order. If the offer number is not quoted, the Seller shall not be liable for any price inconsistencies on the VAT invoice, non-availability of the goods, as well as non-compliance with the specific parameters of the goods specified in the original order.
5. Cancellation of the order by the Buyer is allowed until the order has been shipped.
6. Any technical advice on the part of the supplier is for information purposes only and does not result in the Seller's liability in this respect.
7. If the Seller's inability to perform the service was due to force majeure, the Buyer shall not be entitled to any claim for compensation for the damage resulting from non-performance or untimely performance of the contract.

§4 Delivery terms and conditions

1. The Seller is obliged to deliver the goods meeting the conditions specified in the order confirmation, i.e., delivery date and place, quantity, type of goods, price.
2. If the "prepayment" form is agreed in the payment terms, the delivery date may be extended by the period of delay in making the payment. The date of payment is the date of crediting the Supplier's bank account.
3. The Seller shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims due to delivery errors or delays caused by the actions of the shipping company.

4. All benefits and burdens related to the goods and the risk of their accidental loss or damage shall be transferred to the Buyer upon release of the goods from the warehouse.
5. The Buyer is obliged to check the compliance of the delivered goods with the order immediately after receiving the goods. He is obliged to check in particular: the condition of the shipment, as well as the quality, quantity and range of the delivered goods, and immediately (i.e., no later than 5 working days) to report to the carrier and the Seller any complaints in this regard by drawing up a non-compliance protocol. The Seller reserves the right to inspect the reported damage at the place of delivery.
6. Damages and non-conformities in delivery should be reported immediately to the following address: reklamacje@mondex.pl by providing the item number or EAN code, a description of the defect, the preferred method of solution, the invoice number and photos.
7. The Seller reserves the right of ownership of the goods sold, which has the effect that the Seller is the owner of the goods until full payment of the amount due for the goods received and other charges resulting from the sales contract, regardless of the place of storage or installation in other items.
8. At the moment of initiating bankruptcy or composition proceedings in relation to the Buyer, he is obliged to mark the goods in a manner indicating the existence of the reservation of the ownership right for the benefit of the Seller. In the case of seizure of goods owned by the Seller, pending enforcement proceedings against the property of the Buyer, he is obliged to immediately inform the Seller about this fact and cooperate in the implementation of his rights against the entity making the seizure of the goods within all available means. At the request of the Seller, the Buyer shall promptly provide all information as to where the goods subject to retention of title are stored.

§5 Payments and prices

1. The date and form of payment are agreed individually for each Buyer.
2. In the event of different arrangements between the parties, the price of the goods is the price resulting from the order confirmation.
3. The Buyer is obliged to pay the amounts due for the sale of goods by the date specified in the invoice.
4. The date of payment is the day the payment is credited to the Seller's bank account specified in the invoice, or the day of payment in cash.
5. If the Buyer fails to settle the payment within the prescribed period, the Seller is entitled to charge statutory interest for each day of delay, as well as demand prepayment for goods from subsequent orders already accepted for execution.
6. Failure to pay the amount due by the deadline specified in the invoice shall authorize the Seller to stop deliveries of goods and suspend the execution of already accepted orders. The Seller may make the performance of a new order placed by a Buyer who is in arrears with payments or pays invoices untimely on the advance payment for a new Buyer's order.
7. Unless the parties agree otherwise, the payment for the ordered goods is made without any deductions or compensation of mutual claims.
8. Filing a complaint does not release the Buyer from the obligation to pay for the goods on time.

§6 Warranty

1. The Seller grants a warranty for its products. The warranty period is 3 months from the date of sale, provided that the product is used and stored properly and in accordance with its intended use and technical properties.
2. Loss of rights under the warranty for defects is caused by the following actions: improper operation, improper storage, use contrary to the intended use or recommendations.
3. The Seller is not responsible for the natural wear and tear of the goods because of its proper use.
4. Complaints should be reported immediately to reklamacje@mondex.pl with symbol or EAN code, description of the defect, preferred method of solution, invoice number and photos.

§7 Force majeure

If the circumstances are beyond the control of the Seller and the Buyer such as disruptions in the production or transport of goods caused by strikes, factory and equipment failures, accidents, local or national threats, trade disputes, floods, fires, earthquakes, etc., the delivery may be delayed or detained as appropriate, upon written notice, until normal conditions are re-established.

§8 Final Provisions

1. By accepting these GTCS, the Buyer agrees to process his personal data by the Seller and entities acting on his behalf in the country and abroad, in accordance with the implementation of contracts for the sale of goods offered by the Seller.
2. The Buyer may not, without the consent of the Seller, transfer the knowledge and information obtained because of business contacts with the Seller to third parties in matters covered by trade secrets.
3. The law applicable to the GTCS is Polish law.
4. In matters not covered by these GTCS, the provisions of the Civil Code shall apply.
5. The declaration of invalidity of individual provisions does not affect the validity of the remaining provisions of the GTCS.
6. The parties will strive to amicably settle any disputes arising in accordance with the performance of contracts covered by these terms and conditions. If it is impossible to settle the matter amicably, the competent court to settle the dispute will be the court competent for the seat of the Seller.

Feel free to contact us:

Orders	zamowienia@mondex.pl
Deliveries	handlowy@mondex.pl
Complaints	reklamacje@mondex.pl
Payments	b.krajza@mondex.pl