

PaNELTECH General Sales Conditions for Industrial Doors

These Sales Conditions (hereinafter referred to as "OWS" shall be governed by the rules for the sale of goods and services where the seller is Paneltech Sp. z o.o. based in Chorzów, Michałkowicka 24, registered in National Court Register under the KRS number 0000105517, NIP 627-00-12-306, REGON 008118215 hereinafter referred to as the "seller". OWS are an integral part of all agreements concluded by the seller in writing (offer, order or order confirmation) or oral order and applies to both parties unless they clearly agree different provisions in writing. Offer submitted by the seller to the buyer shall be valid for a period of 2 weeks from the date of issue, unless it is otherwise stated in the offer.

1. The conclusion of the Agreement

The conclusion of the agreement is as soon as the one of the Parties indicates that it wishes conclude an agreement (offer, order or order confirmation), indicating the essential terms and general conditions regarding the object, use, price, and the other party accepts these conditions without reservations in the form of confirmation. Both Parties shall apply the written form of arrangements.

2. The implementation of the Agreement

The parties shall be obliged to cooperate in implementing the Agreement. The buyer is obliged to give the Seller any information needed to produce the product in accordance with the order. The buyer shall be responsible for the effects resulting from the wrong or incomplete technical data in the agreement. The Seller is entitled to postpone the implementation of the agreement in the event of the circumstances for which he is not responsible.

The proof of completion of order or part of it is a document of the sale of goods WZ, proof of delivery or CMR document, confirmed by the Buyer. If the delivery will be at the expense of the Seller, the costs for the reception and unloading shall be chargeable to the Buyer. The Buyer is obliged to report defects and damages of the delivered goods in writing on the date of their receipt.

The documents related to the General Terms of Sale are: Condition of Transport, Loading, Unloading and Storage, and Insulation Panels Assembly Instruction, Paneltech Technical Catalogues, Paneltech general warranty conditions.

The goods are loaded in the production plant of the Seller at his cost. If the goods are not collected within 14 days from the scheduled date of order completion, they start being stored as the so called consignment stock. The cost of the consignment stock shall equal 0.5% of the order value for each day of the storage. The delivered goods remain the property of the Seller until all liabilities are settled, subject to the agreement between the parties, and in particular until the amount due for the delivered goods is paid.

3. The terms and deadlines of payment

Normally the payment terms are provided by the seller on printed paper: Offer, order or order confirmation, which would be adopted and approved by the buyer. In the event that there is provided a down payment for the Seller, the amount paid by the Buyer shall be claimed as costs. In case of delays in the payment of down-payment or with the approval of the agreement, the Seller has the right to change the agreed date of delivery of the goods or the services for a new time since the date of confirmation. Exceeding the deadline of the performance of the agreement gives the buyer the right to statutory interest calculated from the last day of the 14-day period.

The seller declares that it is a VAT payer, NIP 627-00-12-306. The buyer authorizes the Seller to issue VAT invoice without its signature. The invoice will be billed by the Seller within 7 days of the date when the good will be released to Buyer.

The price for the delivered goods or the execution of the service will be paid to the seller within the time limit provided in: offer, order or order confirmation to the bank account indicated on invoice. In the event of a delay in the payment for a good or service the Buyer will be charged with the statutory interest.

4. Responsibilities of the Seller

The Seller shall grant the Buyer the warranty for the goods on the conditions specified in the agreement and on Paneltech general terms of guarantee.

5. Termination of the Agreement

The seller may withdraw from the agreement (without notice) in the case of:

- a) lack of down-payment, if it is required.
- b) failure of delivery data necessary for the performance of the subject of the Agreement by the Buyer,
- c) failure of the goods collection in a period longer than 6 months from the designated date of reception,
- d) nonpayment of receivables for the previously delivered goods in a period longer than 2 months.

6. Final provisions

The Parties agree that all the amendments and supplements to this Agreement shall be made in writing or else shall be null and void. If one or more provisions hereof are or become invalid, this shall not affect the validity of the remaining provisions. No third party may assume the rights and obligations of a party to this Agreement without the other's party written consent. Any and all disputes arising in connection with the performance of this Agreement shall be settled by the competent Court of the Seller's place of incorporation. The issues not covered by this Agreement shall be governed by the Civil Code.

PaNELTECH General Warranty Conditions for Industrial Doors

1. General conditions

Paneltech Sp. z o. o. from Chorzów ensures high quality of the manufactured separating items, including doors and transport systems protections

We guarantee the unchanged ability of the properties of products listed in the declarations of conformity and in detailed technical specifications accompanying the labelling process.

The reference document for the above products is the standard PN-EN 14351-1 - Windows and doors - Product standard, performance characteristics - Part 1: Windows and external pedestrian doorsets.

The products are designed to create the indoor environmental quality, that is heat tightness, gas tightness, for interiors used in specific microclimatic conditions, away from the direct exposure to sunlight, in ambient atmosphere, with acceptable concentrations of gaseous and dusty substances maintained in accordance with the national regulations.

The guarantee for the products is valid from the date of issuing an invoice for the purchased goods, and its term depends on the type / kind of the product and the declared exploitation conditions.

The responsibilities and rights of the Buyer not mentioned in the above conditions are governed by the Civil Code, Chapter 11 – Sales, Section 3 – Guarantee.

2. Exclusions and limitations

1. The manufacturer's liability for the construction product shall cease if the Buyer/User fails to comply with the directives included in the following documents:

- Transport, loading, unloading and storage conditions, and Industrial doors Assembly Instruction.
- Paneltech Technical Catalogues.

The user of a construction product should be in particular warned of the consequences of the following:

- a) damage of the product due to incorrect loading, transport, storage and unloading,
 - b) damage of the product due to incorrect assembly techniques, inconsistent with the general recommendations.
2. The manufacturer is not liable for damage of the product caused by force majeure, e.g. natural disasters, power failures, random events etc.

3. Service conditions

1. All remarks or complaints concerning the quality of the products should be submitted in writing, by filling in a form, with a short description of the reason of filing the complaint, and the indication of the kind and number of the faulty panels, and the number and date of the sales document.
2. The manufacturer agrees to prepare a technical opinion concerning the submitted complaint within 14 working days from receiving the notification, and then submit the opinion to the complaining party.
3. A quantitative complaint will not be accepted if the reception of the product was confirmed on the sales document by the Buyer or the person authorized by him.

4. If the product was delivered by specialist transport by the manufacturer/seller to the Buyer, the complaint can be accepted if the inconsistency of the delivery with the data included in the Sales Conditions (SC) or CMR document.
The Buyer is obliged to inform the Supplier immediately about the inconsistency, and the carrier acting on his behalf is authorized to confirm this fact on the SC or CMR document. The revealed missing number of products shall be levelled out immediately at the Supplier's cost.
5. The Buyer is obliged to adjust to the procedures outlined by the manufacturer, such as: Conditions of Transport, Loading, Unloading and Storage and Insulation Panels Assembly Instruction, Technical Catalogues of Paneltech Sp. z o.o. in Chorzów. No complaints will be accepted, if violation or failure to fulfil the obligations subject to the aforementioned manufacturer's procedures is revealed.

After the initiation of the complaint process, the Manufacturer reserves the right to examine and study the panels reported as the subject of the complaint. Failure to meet the above conditions will result in closing the complaint process and rejecting the complaint. The validated claims subject to the warranty will be satisfied on conditions and within time period agreed upon with the Buyer of the product.

Conditions of Transport, Loading, Unloading and Storage and Industrial Doors Assembly Instructions

1. Transport

The basic means of transport for the industrial doors are technically fit light commercial vehicles, trucks (with a load bed or a semitrailer), which ensure appropriate width and height of the load bed ,

2. Loading and unloading Sandwich panels

Loading and unloading shall be carried out following these rules:

- Manual loading/unloading is recommended. Loading/unloading using cranes is also allowed, on condition that special caution is taken in order to prevent potential damage.
- If the Buyer/Carrier has any reservations concerning the carried load, they should include information about it in such documents, as: the waybill, proof of delivery, (SC) or CMR document.
- Breach of the good practice of efficient and safe loading/unloading of panels will result in the expiration of statutory warranty claims concerning the qualitative defects of the products.
- All issues not regulated by this instruction shall be subject to Paneltech General Sales Conditions in force on the day of the transaction.

3. Storage

- Doors shall be stored in stacks on an even surface or on evenly distributed beams, bases or pallets.
- Multi-layer storage is forbidden, unless separator/spacer layers are introduced.

4. Preparatory and assembly works

The doors shall be mounted to the holes in the building in accurately marked and prepared locations. Before the assembly, the following matters have to be checked:

- the accuracy with which the surface was prepared to be filled in,
- the compliance of the product's properties with the design,
- the acceptable maximum tolerance of dimensions and shapes,
- the suggested way of binding elements,
- the appropriateness of protective coatings.

The doors are manufactured in the production plant in concrete sizes. The products shall be mounted to the foundation soil using appropriate connectors, screws or glues. Careful assembly diminishes the risk of worsening the heat resistance/heat transfer coefficient. It is recommended to choose the appropriate assembly method, which takes into account the properties of the products, including e.g. the level of insulation and tightness in certain temperature and humidity conditions. When assembling different types of doors, you have to amend the heat transfer coefficient, which was indicated in the computing method in the standard PN EN 10077 concerning the construction components.

The corporate 'Operation and maintenance manual for sliding doors' provides detailed information concerning the construction, rules of operation, assembly and exploitation.