

**TERMS:**

1. Website – the website located under link [www.dacpol.eu](http://www.dacpol.eu) – contains information about products with possibility of placing the product inquiries and orders.
2. Catalogue – printed publication containing information of products .
3. Mail Order Catalogue – printed publication containing information of products along with price information.
4. Stock – place where Customer's order is being completed.
5. Working Days – all days of the week from Monday to Friday, excluding public holidays.
6. Delivery Time – time used by DACPOL to complete the order and transfer for shipment from the Stock by mail or courier to the address indicated by the Customer.
7. Basket – the element on the Website that Customer uses for specifies the details of the order.
8. Order Form – the element of the Website that allows placing the orders.
9. Product Site – page that provides the information about the product.

**§ 1. Conditions of ordering process**

1. The Customer can place the orders via:
  - a. e-mail;
  - b. Website;
  - c. fax;
  - d. telephone;
  - e. mail (by post);
  - f. instant messenger available on the Website (Consultant).
2. The Customer by placing the order makes the sales contract of products ordered from DACPOL Sp. z o.o. located in 05-500 Piaseczno , 34 Pulawska Str., VAT no: PL 521-008-36-44, Companies Registration Office no: 012546238, National Court Register no: 0000105242.
3. The first order shall be placed by:
  - a. Fax, mail or e-mail, and in that case the Customer is obliged to include to the order the following information:
    - i. Customer's name and address,
    - ii. Telephone number,
    - iii. VAT number,
    - iv. Name and surname of purchasing person as well as his/her telephone number (in order to clarify all possible doubts about the ordered products),
    - v. e-mail address,
    - vi. Fax number,
    - vii. Producer's part number (type),
    - viii. Unit price,
    - ix. Quantity of ordered products,
    - x. company details for invoicing – if different then Customer's details,
    - xi. Address of delivery – if different then Customer's address,
    - xii. Shipment method,
    - xiii. Customer's statement that he/she has read and accepted The Sales Conditions of company DACPOL Sp. z o.o. – that are available on the Website <http://www.dacpol.eu>
  - b. Website;

4. In order to improve orders maintenance, in particular the first order, DACPOL encourages the Customers to fill in the Order Form that can be found in Catalogue and on the Website <http://www.dacpol.eu> [download the Order Form], or to perform free of charge registration on the Website.
5. In case of purchasing through the Website, the Customer shall register, log into his/her account and place the order based on the Order Form.
6. In case of purchasing through the Website, the Customer shall register, log into his/her account and place the order indicating the product that he/she is interested in, by option "Buy" or "Add to the Basket" and subsequently indicates place of delivery as well as receipt and payment method for ordered products.
7. In the purchase order Customer shall indicate:
  - a. ordered product, Producer's part number (type);
  - b. Quantity of ordered products (compliant with § 2 p. 4)
  - c. Invoicing address and delivery address – they may be two separate addresses;
  - d. Shipment method;
  - e. Payment method;
  - f. In the summary the Customer can provide additional information to the Order (in the field COMMENTS).
8. DACPOL reserves the right to refuse the order if the Customer has overdue payments or his/her legal and financial situation can cause problems with payments in future.
9. Stock levels showed on the Website [www.dacpol.eu](http://www.dacpol.eu) are approximate and may differ from the actual state.
10. If Customer has placed the order and resend the same order in another form, he/she is required to clearly stated on the resent order the following note: "Confirmation of order placed on ...". Otherwise the order will be treated as another new one.
11. DACPOL accepts also individual orders for non-standard products. In such case the Customer shall directly contact Sales Department.
12. DACPOL is not liable for any effects of incorrect or illegible order made by the Customer, especially for any incorrectness causing a delay in the order processing and failure in delivery of ordered products.
13. In case of lack of the products on the Stock or inability to fulfill the Customer's order, DACPOL has right to withdraw from the contract within 30 days from the date of its conclusion. If the expected term of the contract is longer than 30 days, DACPOL has the right to cancel the contract by the deadline for the completion of a contract. If payment for the products was transferred in advance - DACPOL refunds the payment to Customer within 14 calendar days from date of order cancellation.
14. Conditions of periodical and long-term orders require direct contact with Sales Department.
15. Cancellation of the order placed by other means than Online Store will result in charges imposed by DACPOL in the amount of 40% net value of total order.

**§ 2. Prices**

1. DACPOL places the information about its offer on the Website, in the Catalogue and Mail Order Catalogue as well as in other marketing materials and hand-outs
2. Prices shown on the Website and Mail Order Catalogue are approximate and they do not constitute an offer within the meaning of the Polish Civil Code.
3. Prices on the Website and Mail Order Catalogue are shown beside offered product:
  - a. do not include VAT and are given in PLN or EUR or USD, unless it is clearly indicated that the price is shown in different currency.
  - b. do not include shipping costs;
  - c. do not include customs costs.
4. Binding and final price is determined on the basis of the offer submitted by authorized employee of DACPOL or written confirmation sent by authorized employee of DACPOL.
5. DACPOL reserves the right to change prices in case of circumstances that are not affected (i.e., changes of prices in world markets, exchange rates, tax laws and others) after informing the Customer.

**§ 3. Payment methods**

The main form of payment is cash on delivery or prepayment confirmed by bank transfer. Other forms of payment depends on the size and periodicity of ongoing contracts and are determined by the Parties through the Sales Department.

**§ 4. Delivery conditions**

1. Shipping / collection of the order is at DACPOL head office or is sent through dedicated courier / shipping company or through the Polish Post.
2. In case of temporary lack of the ordered product in Stock, or if the products are imported on Customer's request, DACPOL informs the Buyer indicating the approximate date of the delivery.
3. Shipment costs are covered by the Customer and depend on a package's weight and its dimensions.
4. In case of selecting the option of order collection from DACPOL's Stock in Piaseczno, the Customer is obliged to collect the ordered products within 7 days from date of notification sent by DACPOL that the order is ready for collection. Reject of the collection does not release the Customer from the payment obligation for the ordered products. When collection date is exceeded the products can be sent to the customer on his/her expense.
5. If the order's amount does not exceed the net value of 50 PLN DACPOL may add the handling charges in the net amount of 10 PLN.
6. DACPOL is not responsible for the prolonged delivery time, due to circumstances that are not dependent on it.
7. The Customer is obliged to check the content of the shipment in the presence of a representative of the courier / shipping company or Polish Post.
8. In case of shipping damage during transport the Customer should:
  - a. Report that fact to the representative of courier / shipping company or Polish Post during the receipt of the products;
  - b. Write a protocol with the participation of a representative of the courier / shipping company or Polish Post;
  - c. Notify DACPOL's Sales Department by phone or e-mail about the situation stating all the details indicated in § 1. point 3.
- a. i-ix and details of delivery.
9. In case the Customer does not fulfil the obligations described in § 4 points. 7 and 8, DACPOL may reject possible claim regarding transport and delivery of ordered products.

**§ 5. Complaint procedure**

1. DACPOL is liable to the Customer in the field of regulation defined in Sales Conditions and shall reply to the Customer's complaint within 60 working days from receipt of the complaint, and notify him/her about further actions.
2. In case of shortages in delivered products the Customer shall report this fact to DACPOL immediately after delivery, but not later than within three days from delivery date, in other cases the claim should be made within 60 days from the date of delivery

of the ordered products.

3. A necessary condition for DACPOL to consider the complaint is to provide complaint product with proof of purchase and description of the complaint as well as the details described in § 1. point 3. a i- ix and shipment information.
4. In case the complaint is approved by DACPOL (in range described in Sales Conditions) DACPOL shall deliver the products to the Customer in accordance to the order or shall refund paid amount.

**§ 6. Warranty conditions**

1. Products offered by DACPOL may be under warranty of manufacturer or distributor of the product. DACPOL does not give any warranty on sold products unless DACPOL adds to products delivered to Customer the warranty document issued by itself confirming DACPOL's liability under the guarantee.
2. In case the products are not covered with manufacturer's or distributor's warranty, the Customer can make a complaint about the defects of delivered product directly at guarantor basing on the rules of warranty and generally applicable regulations.

**§ 7. Force majeure**

In case of external occurrences, described as "force majeure", that could not have been foreseen at the time of the agreement, and that make impossible or difficult the realization of this agreement by DACPOL, DACPOL is released of its obligations under these Sales Conditions during such circumstances.

**§ 8. Limitation of liability**

1. DACPOL is not liable for damages caused due to failure to keep the term of delivery, delivery of products with parameters different from those included in the catalogue or in the Website offer, non-delivery of products or change in prices
2. DACPOL is not liable for breaks in the production process, loss of profit or indirect losses, arising due to non-delivery of the appropriate goods in a given term.
3. DACPOL is not liable for defects in the products.
4. DACPOL is not liable for any damage to person or property caused by the delivered products, that occurred after the products were released from the Stock for further transport to the customer.
5. DACPOL is not liable for any mistakes in the print of the Catalogue and any mistakes in technical documentation available on the Website. The use of the materials contained in the Catalogue, in particular photographs, descriptions, graphics and way of presentation require DACPOL's approval.

**§ 9. Law**

1. Reservation of ownership - DACPOL holds ownership of sold products until receipt of full payment for the products. Before full payment for the products, the Customer is not entitled, without the written permission of DACPOL, to have right to dispose of the products in a way that could result in a risk or burden the ownership of the products that DACPOL is entitled to.
2. All producer names and trade-marks belong to their respective owners and are presented for informational purposes only.
3. Technical specifications of the products that are published in Catalogue are brief ones and as such they cannot be the basis for complaint. If there are any questions, please contact our Sales Department.

**§ 10. Sales conditions for individual Customers**

In case of sales to individual Customer who is a natural person not engaged in the business activity, these terms and conditions shall apply only in cases not covered by the mandatory provisions of the law.

**§ 11. Disputes**

All disputes between the parties relating to the sales and execution of this agreement at first will be resolved amicably. In the final case shall be settled according to the Polish law in the General Court territorially appropriate for DACPOL's office.

**§ 12. Personal data**

1. By signing-up on DACPOL's Website or passing to DACPOL in a different way Customer's personal data in connection to placing the order, the Customer agrees to process his/her personal data by DACPOL to execution of sales agreements done through Website. No consent to the processing of personal data prevents the completion of Customer's order by DACPOL. Customer is responsible for providing false personal data.
2. Personal data are protected according to the Act of 29 August, 1997 on Personal Data Protection (Journal of Laws Number 101 item 926 of 6 July 2002 with later changes) to prevent access by third parties
3. Customers' of the Website have the right to inspect their personal data, correct and request removal.

**§ 13. Final provisions**

1. The presence of the products on the DACPOL's Website, in DACPOL's Catalogue or in Mail Order Catalogue is not equal to availability of the products and the possibility of the contract execution.
2. The products placed on the DACPOL's Website, Catalogue or Mail Order Catalogue do not constitute an offer within the meaning of the Civil Code.
3. DACPOL is not liable for blocking the emails sent to email addresses indicated by Customer by mail servers administrators and for the removal and blocking of emails by software installed on the computer used by the Customer.
4. DACPOL reserves the right to change the Sales Conditions. Any changes to these Sales Conditions shall apply from the date of publication on the [www.dacpol.eu](http://www.dacpol.eu). Orders placed before the date of these regulations will be executed on the basis of the existing rules.
5. These Sales Conditions are valid from 06.08.2012. On the Website [www.dacpol.eu](http://www.dacpol.eu) there are always available applicable and up-to-date Sales Conditions.

**DOWNLOAD THE ORDER FORM**

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