



General Sales Terms and Conditions of Metpol Sp. z o.o.

Ordering and delivery

1. Orders shall be made in writing or by e-mail.
2. The order shall specify precisely: assortment, quantity of goods, measurement unit, delivery due date, delivery place and conditions (collection by use of own means of transport or delivery by Metpol's means of transport), name (including legal form) and address of the Contracting Party and the Payer. The Order shall also include a company stamp and a personal stamp and a signature of the person authorised to act on behalf of the Contracting Party.
3. In the event the delivery address is different than the Contracting Party's registered office, the data, including the telephone number, of a person authorised to collect the goods shall be added and the authorisation to collect the goods on behalf of the Contracting Party issued to that person shall be presented.
4. The order shall be submitted at the latest within 3 business days before the planned delivery date.
5. The confirmation of the order and delivery due date shall be submitted immediately, however no later than on the following business day. If the delivery date requested by the Contracting Party is unfeasible, the closest feasible date shall be agreed.
6. Upon the receipt of the order confirmation, the Contracting Party may make changes (provided that they are feasible and do not have a material impact on the order) solely in writing and at the latest by 12:00 p.m. of the following business day. Changes submitted thereafter can result in the extension of the delivery date.
7. The order shall be met at prices applied by Metpol as at the order confirmation date.
8. If the Contracting Party is late with any payments or has exceeded its credit limit, the order shall be suspended and the Contracting Party shall be notified by Metpol's employee.
9. To improve the availability of products manufactured by Metpol, the Contracting Party shall have the right to order products from the following cities: Ełk, Gdańsk, Kraków-Balice, Łódź, Poznań, Radzionków, Warszawa, and Wrocław. In the case of the production plant in Suchy Las, only FTL orders (24 tonnes) can be made.
10. The moment the goods are handed over by Metpol, all benefits and burdens related to the goods, as well as the risk of accidental loss or damage pass to the Contracting Party. If the goods are transported at the Contracting Party's cost and risk, the goods shall be deemed to have been handed over the moment they are released for transport.
11. The Contracting Party shall inspect the content of the order carefully during the hand-over of the goods and confirm the receipt of the goods on the WZ document issued by Metpol. The Contracting Party shall identify shortages or damages in the goods, if any, during the collection. The Contracting Party shall notify Metpol of all shortages or damages in the goods immediately on the delivery date, however no later than within the following 3 business days.
12. In the case of shortages or damages in the goods arising during the carriage at Metpol's cost and risk, the Contracting Party shall draw up a certificate of damage or make the annotation on the WZ document during the collection of the goods. Otherwise, the Contracting Party shall lose the right to make any claims for compensation against the carrier or Metpol.
13. Pursuant to Art. 10 above, Metpol shall not be liable for damages or shortages arising during the carriage of the goods at the Contracting Party's cost and risk. All claims thereunder shall be explicitly excluded.

Quality of products

1. Metpol warrants that the products are manufactured of raw materials whose quality complies with the requirements of European standards for the construction industry, including in particular:
 - a. galvanised steel sheets in accordance with EN 10143, EN 10346;
 - b. aluminium sheets in accordance with EN 485-1; -2; -4;
 - c. high-impact PVC;
 - d. glass fibre mesh.
2. The quality of sheets shall be confirmed by the quality certificate received by Metpol from the producer.
3. Metpol manufactures its products in accordance with European standards, the European Technical Assessment, the National Technical Assessment:
 - a. EN 13964 for elements of grillage (hangers, connectors) of suspended ceilings made of plasterboards and mineral fibre boards of Thermatex;
 - b. EN 14195 for elements of frame metal structure to be used with plasterboards;
 - c. EN 14353 for concealed corner covers;
 - d. EN 13658-1 for concealed corner covers and boards;
 - e. EN 13658-2 for finishing board laths;
 - f. ITB-KOT-2019/0857 for ventilation grates of roof hood;
 - g. ETA-16/0012 for products used to construct partition walls (not being load-bearing walls);
 - i. ITB-KOT-2021/1990 ed. 1 for elements of Metpol's roof fixtures of snow protection;
 - h. ITB-KOT-2021/1736 ed. 1 for Metpol's concealed corner covers and boards.
4. Metpol shall grant a 6-month guarantee (starting from the hand-over of the goods) for its products. The regulations of the Civil Code on statutory warranty for defects shall be excluded.
5. The guarantee shall not apply to damages resulting from the wrong storage of goods by the Contracting Party and mechanical damages arising during the storage of goods by the Contracting Party. The Contracting Party shall store the goods in dry and ventilated rooms. The goods shall be protected against the direct impact of weather conditions. The composition, chemical and physical properties of plasters and mortars used in specific conditions, as well as the storage rules shall be beyond Metpol's control. Therefore Metpol's guarantee shall not apply to the corrosion resistance of its goods.
6. Information concerning the use of Metpol's products is available in the catalogue and on www.metpol.pl.
7. The products offered by Metpol are marked in accordance with the Regulation of the Minister of Infrastructure and Construction Industry of 17 November 2016 (Journal of Laws No. 2016.1966, as amended), the Regulation of the European Parliament and of the Council (EU) No. 305/2011, as amended.
8. Metpol issues the national Declaration of Performance, where it certifies, in accordance with the Regulation of the Minister of Infrastructure and Construction Industry of 17 November 2016 (Journal of Laws No. 2016.1966, as amended), that the product manufacture by Metpol complies with the technical specification.
9. Metpol issues the Declaration of performance, where it certifies, in accordance with the Regulation of the European Parliament and of the Council (EU) No. 305/2011, as amended, that the product manufactured by Metpol complies with the technical specification.
10. National Declarations of Performance and Declarations of Performance for the product are stored by Metpol. The number and date of the Declaration are included in the invoice (as a commercial document) and on the product outside packaging.

Complaint procedures

1. Complaints may be filed with respect to the following irregularities: the quality of goods not meeting the requirements of European standards and technical approvals; differences between the quantity of goods specified in the invoice and the WZ document and the actually delivered quantity; differences in the type of goods between the invoice and the WZ document and the actually delivered goods; and the condition of packaging.
2. The Contracting Party shall confirm and verify the delivery immediately upon the receipt of the goods. All damages and shortages shall be recorded in the certificate or the WZ document. Metpol shall not be liable for damages or shortages arising during the unloading or carriage of the goods at the Contracting Party's cost and risk, as well as from the defective storage of the goods by the Customer.
3. All complaints concerning the quantity or damages of goods in transit, if the goods are delivered by Metpol, shall be reported immediately, i.e. on the delivery date, however no later than within the following 3 business days. The complaints shall be addressed to Metpol's office in Suchy Las or to a branch, according to the place of delivery, in writing, together with the documentation and label of the batch subject to the complaint. The complaints shall be reviewed within no more than 21 business days of the delivery of the complaint to Metpol. In the event the complaint is found legitimate, the missing quantity shall be delivered or the damaged goods shall be replaced during the closest delivery.
4. All complaints concerning the quality of goods shall be reported immediately, i.e. on the delivery date, however no later than within the following 3 business days, directly to Metpol's office. The Contracting Party shall protect the goods subject to the complaint and the whole sales documentation and the product label and leave the batch subject to the complaint with Metpol for 21 days from the complaint date. The Contracting Party shall also enable Metpol's representative to conduct an inspection and take samples. Metpol shall review the complaints concerning the quality of goods within no more than 21 business days of the delivery of the complaint to Metpol.
5. Metpol shall be liable neither for damages caused by the Contracting Party or third parties nor for a third party's errors in design or faulty workmanship.

Other regulations

1. These General Sales Terms and Conditions only apply to agreements entered into with entrepreneurs as part of their business activity, subject to further regulations hereof.
2. The General Sales Terms and Conditions are communicated to the Contracting Party in the form of an attachment to the offer and are available on the website www.metpol.pl
3. Agreements with consumers within the meaning of the Civil Code shall be governed by the Civil Code of 23 April 1964 (Journal of Laws No. 1964.16.93, as amended) and the Consumer Rights Act of 30.05.2014 (Journal of Laws No. 2014.827).
4. In the case of agreements entered into with entrepreneurs that have the status of a consumer (this means a natural person that enters into a sales agreement directly connected with that person's business activity if, given the content of the sales agreement, it is clear that, for the entrepreneur, this is not an agreement of a professional character stemming, in particular, from the core activity performed by that person and disclosed on the basis of regulations on the Central Registration and Information on Business Activity, the statutory warranty for defects set out in particular in the Civil Code and the Consumer Rights Act shall be excluded.
5. All personal data processed by Metpol shall be protected in accordance with rules and regulations set out in the Personal Data Protection Policy, which was prepared on the basis of the Personal Data Protection Act of 10 May 2018 (Journal of Laws No. 2018.1000).

6. In the event of any discrepancy between the agreement and these General Sales Terms and Conditions, the agreement shall prevail.
7. The parties agree to resolve all disputes related to the sale of goods by Metpol in an amicable way. In the event the parties do not reach an amicable agreement, the dispute shall be resolved exclusively by competent common courts in Poznań.
8. If any of the provisions hereof becomes invalid or ineffective, this shall be without prejudice to the validity and effectiveness of any other terms and conditions.
9. All matters not provided for herein shall be governed by Polish law, excluding the Convention on the International Sale of Goods.

Dated: 2.01.2023