

## Cooperation Conditions WELAN

The conditions below determine all processes of cooperation between the Buyer and the Producer WELAN Andrzej Kicinski. Placing an order by the Buyer or signing an agreement means acceptance of the conditions below. In cases not regulated in conditions below or in the agreement, relevant Polish law regulations shall be applied.

### 1. Description of the Product:

- 1.1. WELAN heating devices are manufactured according to EN 442 and CE marking, and they fulfill all EU requirements for construction products introduced on EU markets.
- 1.2. Proper Declaration of Performance confirms the fulfillment of European Parliament Directive.
- 1.3. Products are marked with a proper label identifying the product.
- 1.4. Products are installed and used according to information in Technical datasheet of a given model.

### 2. Orders:

- 2.1. An order should be sent by e-mail to the Producer on the address [welan@welan.pl](mailto:welan@welan.pl)
- 2.2. The order should contain product index as well as the quantity of ordered WELAN heating device or accessories.
- 2.3. The order for a custom made heating device should contain proper sketches and all necessary information that enables the Producer to prepare such a special model and determine product performance.
- 2.4. The Buyer should supply his contact data in writing, so that the Producer is able to determine the details of the order.
- 2.5. The order is accepted as valid when production deadline is determined by the Producer in writing, by e-mail.
- 2.6. Once the order is accepted it cannot be canceled or modified without the Producer's agreement in writing.
- 2.7. Every change introduced in the order may postpone the realization deadline and shipment date.
- 2.8. Not following the above conditions may result in postponing the realization deadline of the order or may result in realization inconsistent with the order, and the Producer does not take responsibility for such situation.

### 3. Prices:

- 3.1. Price list is sent by e-mail on client's demand.
- 3.2. Prices stated in the price list are net prices.
- 3.3. Prices do not include shipping costs.
- 3.4. Prices are given in €; for price conversion it is necessary to use mBank S.A. currency rate from the invoice date. If prices change then the Buyer is notified about that fact not later than a month before planned change.

- 3.5. The Buyer is obliged to pay for the received goods according to the date indicated on the invoice; the lack of payment will result in statutory interest being charged for every day of overdue, as well as charge of recovery costs.
- 3.6. Prices of custom made products are calculated after making the proposition model and determination of performance values.

#### **4. Shipment:**

- 4.1. Realization of orders for products that are on stock is up to 10 working days.
- 4.2. Products which are not on stock are realized within 40 working days.
- 4.3. The Producer does not take responsibility for delays in shipment which are caused by the forwarder or force majeure, which means that the Buyer cannot use such facts in order to receive a refund.
- 4.4. Realization deadlines have to be counted together with additional period of time necessary to ship the products outside Poland, if necessary.
- 4.5. The Producer does not take responsibility for damages done in transport.
- 4.6. The Producer does not accept the return of purchased goods.

#### **5. Claims:**

- 5.1. Claims are examined only if they are submitted in writing by e-mail to: [welan@welan.pl](mailto:welan@welan.pl).  
The claim should contain order no., invoice no., shipment date and a picture of the damage.
- 5.2. Details and warranty terms are given in the Warranty Conditions

#### **6. Final comments:**

- 6.1. Because of introduction of technological improvements by the Producer, he reserves himself the possibility to introduce changes in the assortment, technical data and designs.
- 6.2. In case of arguments between the Producer and the Buyer the parties shall endeavor to resolve this by mutual agreement in the first place.
- 6.3. All disputes shall be resolved by a court with jurisdiction over the Seller's registered address.
- 6.4. In case of differences arising because of this document's translation, the Polish version is of crucial importance.
- 6.5. The ownership of the supplied product is transferred to the Buyer only after he makes full payment for supplied products and services. The Buyer can make use of the product for the third parties only after full payment to the Producer.
- 6.6. Every change in these cooperation Conditions or their different form can be introduced only in a separate agreement between the Producer and the Buyer.
- 6.7. These Cooperation Conditions are valid since 01.01.2019.