



Identyfikacja wizualna • Konstrukcje stalowe
Nowoczesne systemy ogrodzeniowe

GENERAL TERMS AND CONDITIONS OF SALES VISUAL Sp. z o.o. 2023

These General Terms and Conditions of Sales (hereinafter referred to as "GTS") define the rights and obligations of the parties to contracts of sale and delivery of goods and services, of which VISUAL Sp. z o.o. is a seller.

I. DEFINITIONS

Seller - VISUAL Sp. z o.o. ul. Samsonowicza 15, 27-400 Ostrowiec Św. NIP: 661 237 94 42, KRS number: 0000829978 Registration Court in Ostrowiec Św., amount of initial capital: 8850,00 PLN

Buyer - a legal person, an organisational unit without legal personality, a natural person running a business or a natural person Goods - movables, goods and services, goods to be sold on the basis of a sales contract, order or any other contractual relationship leading to the transfer of ownership.

Order - an offer to purchase products made by the Buyer in writing, delivered in person, by post, courier or by e-mail, containing at least: the name of the Buyer (Orderer) the type and quantity of the product, the Buyer's (Orderer's) data necessary to identify and prepare the order, issue a VAT invoice and company data, contact details, method, date and place of collection of the ordered products.

Receipt Protocol - a document confirming the delivery of Goods by the Seller
Complaint Notification - notification of inconsistency of the Goods with the Order, sent via the service form available at the Seller's website www.visualdesign.com.pl/serwis.

General Terms and Conditions of Sale (GTS) - a document specifying the detailed terms and conditions of the sales agreement

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II. GENERAL CONDITIONS

1. The Seller undertakes to produce the Goods within the agreed time limit. The deadline is counted from the date when all of the following conditions are fulfilled:
 - a. obtain complete technical documentation on the Goods
 - b. after acceptance of the technical documentation by the purchaser
 - c. the agreed prepayments have been registered
 - d. after on-site measurements (if required) of the components ordered
2. The purchaser is obliged to provide technical information and submit a complete executive design necessary for the manufacture of the ordered goods, complete data on the parameters for the characteristics of the construction resulting from the design, including specification and verification of raw and component materials. The preparation of the specifications of the item according to the legal requirements is carried out by the party specified at the stage of submitting an offer or order
3. In the event of changes by the Purchaser at the production stage that affect the production process, the consumption of materials as well as the technologies used in production, the Seller reserves the right to adjust the execution dates as well as price calculations. Re-entry into production shall require written acceptance of the changes and new conditions by the Purchaser.
4. In the event that changes or additions need to be made to the project in order to achieve the parameters and scope of performance required by the Buyer, the Seller, upon written confirmation by the Buyer, may coordinate the introduction of such changes by persons authorised to do so. The costs of making such changes shall be presented to the Buyer in writing and shall be borne entirely by the Buyer.
The person signing the order on behalf of the Purchaser must have the power of attorney to undertake this type of action.

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III. DELIVERY AND ASSEMBLY

1. If the place of delivery is different from the place previously specified, the purchaser will inform the seller in writing or by e-mail up to 10 days before delivery. The change of the place of delivery must be confirmed in writing by the seller.
2. In the event that the cost of delivery to the newly specified place is higher than originally specified or the determination of the new place of delivery occurs after the date specified, the Seller shall have the right to increase the price for the transport of the Goods.
3. Where the subject of the sale includes the assembly of the Goods, the Seller reserves the right to postpone the commencement date of the assembly due to:
 - a. the occurrence of unfortunate weather conditions
 - b. lack of access roads to and on the build area
 - c. lack of a paved surface,
 - d. dangerous underground installations, overhead lines and construction obstacles,
 - e. limitation of overall dimensions and weight of the elements to be delivered to the building area,
 - f. conditions related to the constructions in the close surroundings of the works,
 - g. inability to install equipment on the building area and to store it,
 - h. assembly conditions which are not in accordance with safety rules and which make it impossible or very difficult to carry out such work.Any postponement of the installation for the aforementioned reasons and the costs incurred as a result will be charged to the purchaser.
4. The costs of unloading the Goods shall be borne by the Buyer unless otherwise agreed by the Parties. The Buyer shall ensure that the Goods can be unloaded at the place of delivery and shall indicate and provide a place to store the Goods.
5. The electrical installation of the elements to be installed and the proper protection of the electrical installation are the responsibility of the customer.

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6. The storage and securing of the material as well as the entire building area is the responsibility of the client in accordance with building regulations, including the securing of the social area. Opakowania i odpady pomontażowe utylizowane są przez Zamawiającego lub przez wykonawcę na koszt zleceniodawcy.
7. The Buyer (Purchaser) shall provide the necessary access to electricity.
8. In the event of the Buyer's failure to properly prepare the building area (in accordance with GTS point 8) where the assembly of the Goods is to take place, the Buyer shall be obliged to sign the Goods Receipt Protocol, ensuring its safety storing until the beginning of the assembly. Damages and defects occurring in the Goods during the period of storage by the Buyer shall not be the basis for complaints and other reasons, including financial ones, to be charged to the Seller.

IV. INVOICE, PAYMENT

1. On the basis of the purchase of Goods, the Purchaser shall pay to the Seller the net amount agreed in the order increased by the tax (VAT) according to the current tax rate. A detailed specification of prices for individual elements and service components is included in the accepted commercial offer. The terms, method of payment, conversion rate and currency shall be specified in the commercial offer.
2. The Seller reserves the rights of ownership of the Goods until the Buyer has paid the agreed amount in full. Until the amount of the agreed price is paid, the Goods remain the property of the Seller.
3. Until the Buyer has made full payment, the Seller shall have all rights to dispose of the Goods. The Buyer is not entitled to place any encumbrances on the Goods.
4. Payment of the invoice will be made to the bank account and on the date specified in the VAT invoice issued by the Seller.
5. For the non-compliance with the delivery date specified in the Order (if the Buyer has complied with all its obligations), the Seller shall pay the Buyer a penalty in the amount stated on the Order or specified in the contract.
6. The Seller reserves the right to hold the performance of the Order in the event of overdue payment by the Buyer to the Seller.

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V. GUARANTEE

1. The Buyer has the obligation to immediately inspect the Goods, no later than 2 days after receipt, in particular as regards their technical condition and compliance with the Order.
2. Steel constructions supplied by the Seller are galvanised in accordance with EN ISO 1461-2000 (unless otherwise stated in the contract). If the zinc coating has a minimum thickness as per the standard, the occurrence of dark grey areas, slight unevenness of the surface or so-called white rust shall not constitute grounds for complaint.
3. If, within the above-mentioned time limit, the Buyer discovers defects, lacks or finds that the delivered Goods do not comply with the Order, the Buyer will send a Complaint Notification to the Seller via the service form available on the website. Due to the characteristics of the Goods, the Seller undertakes to process the request within 14 days from the date of receipt of the Complaint Request. The Seller reserves the right to inspect the Goods in which defects have been found.
In this case, the time limit for consideration of the complaint runs from the date of inspection of the Goods.
4. If the validity of the Complaint Request is confirmed, the liability under the guarantee is limited to the repair or replacement of the defective parts of the Goods, which will take place within 21 working days from the date of recognition of the complaint.
5. Claiming or complaining about one item from the entire delivery does not justify claiming the entire Goods covered by one delivery and does not withhold payment for the entire Goods delivered.
6. Damage generated during transport shall be charged to the Seller in the event that transport is one of the components of the order and is on the Seller's side.
7. For visual identity elements, a defect is considered to be an imperfection visible from a distance of 4 metres.

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8. The Seller provides the Buyer with a guarantee for the purchased goods:
- 12 months for vinyl banners,
 - 24 months for the lacquer coating,
 - 24 months for galvanised components,
 - 24 months for LED lighting, excluding light sources, and electrical installation carried out by the Seller,
 - 24 months for price displays,
 - 12 months for the installation in contact with water, or as specified on the Order.

The warranty protection shall commence upon completion of installation of the ordered elements at the location indicated by the Purchaser and signing the acceptance protocol by the Purchaser. The warranty does not cover mechanical damage.

9. Failure to sign the acceptance protocol shall result in the inability to report any defects and thus in the inability to enforce the deadline for their removal.
10. The Seller does not give warranty for lighting other than LED and electrical installation done on site by others. The guarantee shall also not apply if the installation carried out by other parties is faulty (e.g. inadequate workmanship with regard to the use of shock and fire protection apparatus and other safety devices as well as the installation itself). The guarantee shall also not apply in the event of inadequate performance of the energy supplier at the installation site by the Seller or when the energy supplier is at fault.
11. The Seller does not guarantee that in the case of guarantee replacement or post-guarantee replacement, paid for, of a light source, the light colour of the newly installed light sources will be identical to that of the light sources functioning at the place of service. In the case of guarantee replacement or post-guarantee replacement - paid, of elements of visual identification (powder painted, composite materials, foil or other), differences in colour shades in relation to the colour of the elements already installed may occur.
12. Pursuant to Article 558(1) of the Civil Code, the parties exclude liability under the warranty for physical defects of the goods.

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13. The warranty does not cover defects caused by:
 - a. Force majeure, by which the Parties understand: state of war, state of natural disaster,
 - b. damage caused by the fault of the user, in particular due to use in a manner inconsistent with the intended use or operating principles.
14. The warranty shall automatically expire on all warranted items that the Purchaser has repaired or replaced without prior arrangement with the Seller. Such arrangements must be in writing and accepted by both parties.
15. Any interference with the purchased goods without the knowledge and consent of the Seller shall result in the complete loss of the Seller's warranty.
16. The Purchaser shall notify the Seller of any discovered defect or fault in the subject of the agreement immediately upon its discovery by calling the Seller to remove the defect in the subject of the agreement, specifying in the call:
 - a. Goods to which the defect / fault applies
 - b. The place of removal of the defect of the subject of the agreement,
 - c. general description of the defect.
17. The Contractor shall inform the Customer at least 24 hours in advance about the date of commencement of removal of the defect of the subject of the agreement.
18. In the case of an unjustified call for the warranty service, i.e. one in which the service technician did not ascertain the defect / failure on site resulting from the fault of the Seller, the Purchaser shall be charged with the costs of travel and possible repair. In case of an unjustified call for the service, the Buyer undertakes to cover the costs of the service on the route Ostrowiec Św. -> place of repair -> Ostrowiec Św. at the amount of 5,00 PLN/km + VAT rate and of the service work at the amount of 100,00 PLN/RBH + VAT rate for each commenced hour. The minimum fee for service access is 500,00 PLN + VAT rate.

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VI. FINAL CLAUSES

1. If the Purchaser is subject to enforcement proceedings, is declared bankrupt or is subject to any other interference by third parties which infringes on his property rights, the Purchaser shall inform the Seller in writing without delay, so that the Seller can take appropriate steps to safeguard his interests.
2. The buyer shall pay the seller the contractual penalties:
 - a. For late payment of invoices - statutory interest.
 - b. On account of unjustified withdrawal from the contract by the Buyer, the Buyer shall pay 100% of the costs which the Seller has incurred in connection with the execution of the Order, but no more than the equivalent of the price (net) specified in the Order or contract.
3. In the case that the agreed time limit for assembly or delivery of the Goods is extended beyond 30 days, for reasons on the Buyer's side, the Seller reserves the right to charge storage costs and the option to issue a final invoice in the amount agreed in the Order. Storage costs, if any, will be charged from the agreed assembly or delivery date specified in the Order or contract.
4. The Seller reserves the right to claim damages on general terms for other titles than those mentioned in the GTS.
5. By placing an Order, the Purchaser confirms that he/she has familiarised himself/herself with and accepts the GCS.
6. Upon installation and full payment of the amount agreed in the Order, the Buyer becomes the only owner of the Goods received.
7. In matters not regulated by the GTS, the relevant provisions of the Polish Civil Code shall apply.
8. All changes to the Order must be made in writing under penalty of invalidity.

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