

GENERAL TERMS OF SALE

MD POLAND SP. Z O.O.

I. General Provisions

1. The General Terms of Sale define the rules for concluding sales agreements for goods offered by MD Poland sp. z o.o., with its registered office at Krakowska Street 116 in Balice 32-083, hereinafter referred to as the seller and the buyer.

II. Placing and Executing Orders

1. The seller accepts orders exclusively electronically, based on which a sales agreement is concluded between the buyer and the seller. The order must specify the exact name and address of the buyer, the name of the assortment, its quantity, the date and place of delivery, and the form and term of payment agreed with the seller.
2. Orders placed by the buyer must not contain modifications to the terms of the seller's offer without prior written agreement and confirmation by the seller. If such modifications are made without the seller's agreement, they will be considered non-binding for the seller.
3. Changes to the terms of the contract are valid only if confirmed in writing by the seller and apply solely to the given commercial transaction.
4. Placing an order by the customer is equivalent to accepting the seller's general terms of sale.
5. The order will be confirmed by the seller via email as soon as possible. The seller reserves the right to accept the order partially, of which the buyer will be informed by email.
6. The delivery date is indicative and not binding. The seller is not responsible for any delays in the delivery or shipment of the ordered material and for damages incurred by the buyer caused by the aforementioned reasons.
7. The seller reserves the right to renegotiate prices with the customer in case of a minimum 5% change in prices at the manufacturer.
8. The buyer is obliged to collect the ordered goods within a maximum of one month from the confirmed order completion date by the seller. After this period, the buyer will be charged additional storage costs for the ordered goods in the seller's warehouse. The storage cost will be determined individually, depending on the type and quantity of the goods.
9. At the time of shipment, the Seller guarantees that the delivered product will have at least 1/4 of its minimum shelf life remaining.

III. Payments

1. The applicable payment term is stated on the invoice prepared for the customer.
2. The seller reserves the right to withhold shipments to the customer until overdue payments are settled.
3. In case of payment delays by the buyer, the seller has the right to demand interest for the delay, after prior written notification.

IV. Withdrawal from the Contract / Complaints

1. The buyer is obliged to notify in writing about discovered defects within 7 calendar days from the date of receipt of the goods.
2. For regular customers (buyers) who regularly purchase products from the seller, complaints may be considered individually.
3. The completed complaint form available at <https://mdpoland.pl/?lang=pl> should be sent to: mdpoland@mdpoland.pl.
4. In case of quality complaints, the seller's liability is limited to the possible replacement of defective products and necessary minor repairs.
5. Any third-party intervention in the repair of damages will not be accepted by the seller.
6. Considering the wide application of products and diverse working conditions with products distributed by the seller, it is necessary for the customer to conduct practical tests to check if the products meet expectations regarding specific applications, as well as if they are safe and effective. The buyer is responsible for damages to products resulting from usage.
7. The buyer is obliged to check the delivered goods for quantity and quality regarding visible defects upon receipt from the carrier or courier, or in case of personal collection – upon collection from the seller's warehouse.
8. Any quantitative complaints must be reported immediately after receiving the goods, but no later than within 24 hours of receipt, under the penalty of losing the rights arising from quantitative deviations.
9. The content of the quality complaint should include a description of the discovered defect and photographic documentation, including a photo of the label of the complained product. After agreeing with the seller, it may be necessary to send a sample of the goods for analysis.
10. In case of defects in the goods discovered during or after processing the goods, the seller's liability is limited only to those defects of the goods that could not have been detected earlier with due diligence. In such a case, only the quantity of goods in processed form necessary to detect the defect with due diligence may be subject to complaint. The remaining part of the batch of goods may be subject to complaint only in unprocessed form.
11. If only some of the delivered and sold goods are defective and can be separated from the non-defective goods, the buyer's right to cancel the order or withdraw from the contract regarding the execution of the order is limited only to the defective goods.
12. Until the final resolution of the complaint, the buyer is obliged to store the complained goods properly, preventing any possible damage, contamination, or shortages.
13. If the buyer withdraws from the contract regarding the execution of the order due to a physical defect of the goods or demands delivery of defect-free goods instead of defective goods, he cannot return the goods without prior consent from the seller.
14. The seller has the right to withhold the execution of the buyer's claims under the complaint until the buyer settles all outstanding payments.

15. Total or partial cancellation of the order by the customer is possible after prior written agreement, taking into account the costs incurred for labor, coverage of costs related to the execution of the order, and purchased and processed (or partially processed) material.

V. Final Provisions

1. No terms other than those indicated above, nor any agreements or arrangements, oral or written, which in any way attempt to modify these terms, regardless of whether they are included in the buyer's order or in the shipping authorization document, or elsewhere, will be considered by the seller unless implemented in writing and signed by the seller's legal representative. If the terms of this agreement are not accepted by the buyer, the buyer should immediately notify the seller in writing.
2. All disputes will be resolved by the court competent for the seller's registered office.