

**TERMS AND CONDITIONS OF PURCHASE – Omega System L.Polakowski,
M.Serafińska-Polakowska s.c., 41-100 Siemianowice Śl. Ul. Pszczelnicza 14, NIP
954-10-03-026 – the company is also called Omega Systems**

When making a purchase at Omega Systems, the Orderer accepts General Terms and Conditions of Purchase and consents to including their provisions to the content of Purchase and Sale Contract.

GENERAL PROVISIONS

- *These Terms and Conditions of Purchase are applied to purchases carried out at Omega System and constitute general provisions in the sense of art. 384 k.c. (civil code).*
- *Terms and Conditions of Purchase constitute an integral part of each contract concluded by Omega Systems, unless the parties agree differently in writing; otherwise it shall be null and void.*
- *In the situation when a client applies and sends to Omega System his General Terms and conditions of contracts, these Terms and Conditions of Purchase take precedence.*

OFFER

- *Advertisement, price lists and other information communicated by Omega System to the public shall be treated as an invitation to negotiations, unless it clearly results from their content that they constitute an offer.*
- *Only written price offers – sent by email, fax or traditional post – are binding. Information regarding prices given by the phone are of informative character and are not binding.*

CONTRACT – in writing

- *Omega System executes orders on the ground of orders sent by email, fax or traditional post. The order, apart from the name of the Orderer and contact data, should include:*
 - *name, surname and contact number of the person responsible for the order,*
 - *data for the invoice,*
 - *clearly stated subject of the order with specification of the number,*
 - *offer date, if the order is made based on a previous offer made by Omega System,*
 - *determination of the way the subject of the order shall be collected – collected personally or delivered to the Orderer, there: specification of the place of delivery,*
 - *other necessary elements without which the order cannot be made,*
- *Pro-forma invoice, issued within 2 working days after placing the order, is the order confirmation unless it has been agreed otherwise.*

ORDER DUE DATE

- *Omega Systems is a manufacturer, all products from our offer are produced after concluding a contract with a Consumer. As production is made by order, products can be custom-made as far as dimensions, colour and extra furnishings are concerned.*
- *Standard order delivery date is 10 working days, that period of time gets prolonged to 15-20 days for products with hardened-glass panes or powder-coated elements. Also for larger orders, the time is agreed upon individually.*

- *Order delivery date can be prolonged on the ground of one-sided declaration of Omega System in case of:*
 - *force majeure, by which we understand sudden, unexpected events, not depending on the will of the parties, impossible to foresee,*
 - *situations not dependent on Omega Systems, e.g. if a pane falls in the hardening shop,*
 - *in case of the Orderer's failure to make the payment in due time.*

PAYMENT

Omega System declares that it commits to deliver the products without any defects, excluding defects specified in the sales offer.

TRANSPORT AND UNLOADING

- *The Orderer shall bear the costs of transportation. Smaller parcels are sent through a courier company, whereas large products are sent by Omega System own transport. It is also possible to collect products individually at the company registered office in Siemianowice Śl.*
- *Transportation costs are agreed individually on customers' request and shall be specified as a component of the offer.*
- *Transport does not mean unloading. The Orderer is obliged to unload the product on his own, unless the offer of Omega System clearly includes unloading.*
- *if products are delivered through a courier or shipping company, then Omega System is not responsible for any product damage during transportation.*
- *The Orderer is obliged to check the delivered product in presence of the courier, if he finds that the parcel is damaged. The carrier then is obliged to prepare a Shipping Damage Report that must be confirmed by courier signature. Shipping Damage Report is the only document on the ground of which a client can seek damages from a courier or shipping company.*

- If the Orderer finds that the parcel is damaged after its forwarding by the courier, then the carrier is obliged to determine the condition of the parcel on the request of the Orderer immediately after damage has been discovered, but not later than within 7 days from the date of parcel collection.

- Omega System is not responsible for delays in delivery caused by the courier or shipping company.

ASSEMBLY

- On client request Omega System also carries out the assembly of purchased products. The cost is agreed individually on client request and shall be specified in the offer.

- The Orderer is responsible for obtaining any permits necessary for the assembly of the subject of the order.

- The Orderer will be charged costs if any additional works, not included in the offer and arising during the assembly, e.g. the requirement to prepare the surface or disassemble the existing elements that make assembly of the subject of the order impossible.

ACCEPTANCE

- Qualitative and quantitative acceptance of the subject of the order takes place at its physical acceptance. Upon the acceptance, the risk of damage or loss of the subject of the order is transferred to the Orderer.

- During the acceptance, the Orderer is obliged to check the goods as far as their quantity and quality are concerned. In case of evident damage, quantitative lacks or deficiencies in assortment, the Orderer must note down that fact in the acceptance protocol and make a complaint to the address of Omega System.

WITHDRAWAL FROM A CONTRACT

- Within 14 days from collection of the subject of the order, the Purchaser may withdraw from the contract without giving any reason and without incurring any costs, excluding costs specified in art.33, art. 34 par. 2 and art. 35 of the Consumers Rights Act. In that case, the Seller shall pay back the payment obtained from the Seller.

- In order to withdraw from a contract concluded with Omega System, a proper declaration of will must be submitted to the Seller, sent to the address: biuro@omegasystem.pl. A letter must be sent to the address of Omega System.

- In the situation when the subject of the contract is something made on order, not prefabricated, manufactured according to client's specification or intended to meet individualised needs, withdrawal from a contract shall be deemed impossible.

WARRANTY

- OmegaSystem grants 12-month warranty on its products, calculated from the date of the invoice.

- Omega System warranty responsibility covers only defects that originated for reasons inherent to the subject of the contract.

- Warranty does not cover damage that originated due to improper storage, handling, assembly or misusing the object of the contract. Neither does it include damage originated as the result of acts of vandalism and sudden weather conditions, as well as natural wear of the product.

- Warranty rights can be used only when full and prompt payment was made by the Orderer.

COMPLAINTS

- Complaints can be made by telephone, fax No. 32 251 28 03 or email to the address: biuro@omegasystem.pl. They should include invoice number, determination of the subject of the order and description of the fault.

- After positive examination, Omega System will promptly remove the reported faults.

- Omega System can refuse considering the complaint in the situation when the Orderer knew at the moment of concluding the contract about the existence of the defect or when the defect is trivial and does not decrease functional value of the subject of the order.

SETTLEMENT OF DISPUTES

- For situations not regulated by the order and Terms and Conditions of Purchase, respective regulations of the civil code shall be applied.

- In case of disputes regarding interpretation or execution of the order and these Terms and Conditions of Purchase, which cannot be settled by the parties by compromise, competent court for the registered office of Omega System will be the competent court to settle such disputes.

COPYRIGHTS

- *Omega System reserves ownership right to offers, designs, drawings, pictures and other documents. They mustn be shared with third parties without our consent.*

Products of Omega System may be marked with a graphic sign.