

Polownia Sp. z o.o. | ul. Główna 14 | 42-793 Zborowskie [PL]


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ul. Główna 14
42-793 Zborowskie [PL]
NIP/EU-VAT PL5761589807



General Terms and Conditions of Polownia Sp. z o.o.

These General Terms and Conditions apply to the use of Wood trading services and products of Polownia Sp. z o.o. and to the purchase of products on our website or in our store. These General Terms and Conditions also apply exclusively to all current and future deliveries and services provided by Polownia Sp. z o.o. to the customer. The mutual rights and obligations of the contracting parties arise exclusively from the order confirmation accepted by the customer and these General Terms and Conditions. Deviations from these General Terms and Conditions shall not be recognized unless Polownia Sp. z o.o. has expressly agreed to their validity in written form.

1. Type of products: The products sold by Polownia Sp. z o.o. are natural products. Due to the nature of Wood, variations in color, texture and grain may occur. Customers acknowledge that these variations occur in natural products and do not constitute defects.
2. Price: The price for the Wood shall be the price agreed between the parties in writing or stated in the invoice. The price includes all taxes, duties and fees, but does not include transportation costs, unless otherwise agreed in written form.
3. Orders: Orders placed through our website, by e-mail, letter or fax or through our retail store are subject to acceptance by Polownia Sp. z o.o.. Prices, availability and delivery times are subject to change without notice. Polownia Sp. z o.o. reserves the right to cancel or refuse any order at its sole discretion.
4. Payment: Payment for orders placed on our website must be made in full at the time of purchase. We accept payments using the payment methods indicated on our website. All prices quoted on our website are in PLN and/or EUR and include the 23% tax rate applicable in Poland. Payments for orders by e-mail, letter or fax are negotiated individually between the Buyer and Polownia Sp. z o.o., the prices specified in written form on the order confirmation or invoice apply.
5. Shipping and delivery: Polownia Sp. z o.o. always endeavors to deliver orders on time. Shipping costs and delivery times may vary depending on the customer's location and are determined individually. The shipping costs indicated at the time of the order (in our online store) or in the corresponding order confirmation shall apply. The customer is responsible for providing accurate shipping information.
6. Risk and ownership: The risk for the Wood is transferred to the Buyer upon delivery. Ownership of the Wood shall remain with the Seller until full payment has been made.
7. Inspection and acceptance: The Buyer shall inspect the Wood upon delivery and notify the Seller in writing of any defects or discrepancies within 14 days. If the Seller is not notified in written form within this period, the Buyer is considered to have accepted the Wood or products made from it in the condition in which it was delivered.
8. Warranty: The Seller warrants that the Wood is free from defects in quality and condition. The warranty is limited solely to the replacement or refund of defective or non-conforming Wood and is not liable for consequential damages caused by defective or non-conforming Wood.
9. Limitation of liability: Polownia Sp. z o.o. is not liable for indirect, incidental or consequential damages resulting from the use of the products sold. The liability of Polownia Sp. z o.o. is limited to intent and gross negligence. Furthermore, the liability of Polownia Sp. z o.o. is limited to the purchase price of the product. In no event shall Polownia Sp. z o.o. be liable for any indirect, special, incidental, consequential, punitive or exemplary damages arising out of or relating to this agreement, including but not limited to loss of



profits, loss of revenue, loss of business opportunity, business interruption, loss of use of data or equipment, etc.

10. Return and refund: Products sold via our online store can be returned within 14 days without giving reasons and provided they are unused and undamaged. Customers are responsible for return shipping costs. Refunds will be issued within 14 days of receipt of the returned product. The right of return does not apply to customized products or products made on order.
11. Force majeure: In the event that Polownia Sp. z o.o. is unable to fulfill its obligations due to force majeure or mobilization, war, riot, strike, lockout, operational disruptions at Polownia Sp. z o.o. or its suppliers, fire, natural disasters, unfavorable weather conditions, transport obstructions, failures in the supply of raw and auxiliary materials, changes in legal regulations, official measures or orders or the occurrence of other unforeseeable events beyond its control, the delivery time shall be extended accordingly.
12. Applicable law: These Terms and Conditions shall be governed by and construed in accordance with the laws of Poland.

Unless the context otherwise requires, the preceding words and expressions in these Conditions shall have the meanings set out below:

"Buyer" means the person, firm or company purchasing the Wood from the Seller.

"Seller" means Polownia Sp. z o.o., the seller of the Wood.

"Wood" means the logs, sawn timber or other products manufactured from the Wood sold by the Seller to the Buyer (including products manufactured in combination with the Wood, such as veneered or laminated wood panels).

"Contract" means these General Terms and Conditions and any other agreement between the Buyer and the Seller.

"Delivery" means the physical delivery of the Wood to the Buyer's premises or to the place of delivery specified by the Buyer.

"Price" means the price to be paid by the Buyer to the Seller for the Wood.

By accepting the order, the Buyer confirm that the Buyer have read and understood these General Terms and Conditions and that the Buyer agree to them.

General Terms and Conditions from 07.07.2024

These General Terms and Conditions may be amended by Polownia Sp. z o.o. at any time. The current General Terms and Conditions shall apply. Obvious typing or calculation errors are not binding for Polownia Sp. z o.o..