

General Trade Conditions

The below mentioned General Trade Conditions (GTC) apply to all of contracts entered with CONTRA.

All deliveries and services provided by CONTRA are executive (performed) accordingly to GTC.

Departures from these General Trade Conditions may become valid only by written confirmation from CONTRA.

Entering contracts

The execution of orders follows proposed and accepted by CONTRA order from buyer (on items offered in CONTRA's catalogue) or on contracts entered by buyer and CONTRA on items which are not in catalogue.

CONTRA prepares a proposal on buyer's order.

The order can be made only in written form.

CONTRA reserves the right of not accepting the order or offering different conditions in 7 days from the day the order was made.

The cost of changing the order is on the buyer.

Prices, payment and ensuring

Prices are established in CONTRA's offer. The prices exclude sale tax.

The prices exclude the cost of transport and packing. CONTRA reserves the right of changing the prices.

CONTRA reserves the right of demanding from the buyer payment security such as: bill of exchange, letter of credit or bank guarantee.

CONTRA reserves the property right of the items until full payment for the order.

Before full payment dispose, reform, pawn or any other intermeddle of the order for or with third parties is not allowed.

In case of providing long term commission, delivered in parts, CONTRA reserves the right of not shipping the order unless full payment of first part invoice.

CONTRA's property right will be shown on the invoice. The buyer is obliged to inform the next purchaser about reserved property right in case of following purchase, if the articles was shipped before full payment.

The buyer is obliged of due diligence in keeping/using the articles of which property right is still reserved for CONTRA.

In case of delay in payment the buyer will pay interests.

The final demand will be sent twice. Afterwards CONTRA will bring a case to the court against the debtor.

Payment in advance

The buyer is obliged to pay in advance 40% of the sum of specified order.

Time of realization

The order will be performed if the advance is paid by the buyer.

The terms of performance will be given when the order is accepted.

When the order is ready CONTRA will report that to the buyer in written form or by fax or email.

The buyer cannot send back the part delivery.

Contra has the right of changing the terms of performance due reasons for which CONTRA is not responsible such as : delay in delivery of goods ordered by CONTRA, delivery of defective goods, fault of machine or vis maior. Any claim of damages due to changing of terms of performance is excluded.

Invoice

**CONTRA will issue an invoice for performed order.
CONTRA reserves the right to issue the invoice with sconto for buyer to whom such system and deferred payment was proposed in written form.
The prices in the invoice do not include sconto.
The buyer who makes the payment on time will pay the amount with sconto – 3 %.**

**The payment day is considered the day of bank transfer on CONTRA's account.
In case of payment on time CONTRA will issue a corrected invoice.
The buyer will send back the copy of invoice on CONTRAS address.
The possibility of issuing invoice with sconto does not exclude interests.**

Collection, Transport

**The buyer will collect the order form CONTRA' s premises.
By collecting things, all the risk connected with articles is on the buyer.
Any transport in on buyers cost (EX WORKS).
CONTRA has no liability for transport.
CONTRA will prepare the order for transporting by using appropriate package.**

Articles' return

**The articles may be return only after written acceptance of CONTRA.
In any other case the articles will be send back on cost of the buyer.**

Montage, technical requires

**Usage or application of CONTRA's products requires following the instruction and technical specification.
CONTRA declares that has no liability for damage caused by inappropriate montage as well as usage of products against technical specification. (especially by using wrong tools, or montage at places not meant for it or application against it use).
CONTRA has no obligation of giving any instruction or demonstration of using or application of products.
CONTRA has no liability of adjustment its products to others.**

Warranty and complaints

**CONTRA grants 3 month warranty on acrylic products, made of materials delivered by CONTRA's providers and 12 month guarantee on illuminated advertisements.
The warranty includes only damages occurred because of causes laying in the good or appliances produced by CONTRA. The guaranty excludes mechanical damages arisen during appliances usage.**

Damages come into being in harmful environment for plastics and nature effect also done by the third parties are excluded.

CONTRA takes no liability for quality of materials delivered by CONTRAS providers.

The complaint can be entered only in written form, containing the description of noticed defect.

The proof of purchase (such as an invoice) must be enclosed with the complaint. Also, a person entering a complaint is obliged to show on which CONTRAS bank account, how much and when the transfer was done. CONTRA acknowledges the complaint by giving it a filling number, by which the buyer is obliged to refer to.

CONTRA reserves the right to consider the complaint in time of 14 days, counting from entering the complaint.

In case of accepting the complaint CONTRA will fix defected item or exchange the product for the one free of defects.

The right of cutting the price is excluded.

Standard deviations from quality, color, pattern or weight exclude the complaint.

Contra excludes granted warranty and warranty provided in art. 566 -576 of polish civil code and bears no liability for any buyer's costs as fitting, montage, transportation, delivery (from and to buyer) of Contra's product that occur in connection with warranty proceedings or damage of product. Warranty exclusion clause doesn't apply to consumer in art. 221 of polish civil code (Dz. U. z 1964r. nr 16 poz. 93 z późn. zm.).

In every matters shall bind Contra's General Trade Conditions unless parties provided otherwise in written contract. Buyers declares hereby that before placing purchase order to Contra read and accepts the Contra's General Trade Conditions. Contra's General Trade Conditions available at [www](http://www.contra.pl).

Jurisdiction

Any disputes on obeying contracts will be solved due negotiation. Court litigation will be lead accordingly to Polish law, heard and judged by court with its seat in Wroclaw.