

# GENERAL TERMS OF SALE FOR COMPANIES

## GENERAL

1. These General Terms of Sale shall apply in trade relations between the Seller (KOMO Sp. z o.o.) and the Buyer, which is a business entity, in relation to products intended for resale.
2. A User of this website is obligated to use it in accordance with the terms and conditions described herein, binding laws, the rules of social conduct and morality, and to respect personal and intellectual property rights of third parties.
3. The Seller reserves the right to modify or withdraw, temporarily or permanently, this website (or any part thereof) with or without prior notice to its Users and shall not be liable to the Users or any third party for any such modification or withdrawal.
4. Placement of the order shall signify User's acceptance to be bound by the latest version of General Terms of Sale. Any changes of terms take effect when posted on this website and it is User's responsibility to read them every time, before submitting the order.
5. The Seller reserves the right to introduce modifications to products, particularly when they do not affect their functionality. The aforementioned modifications shall not be grounds for complaints in relation to delivered products.
6. Placing an order by the Buyer does not guarantee a delivery. Delivery of goods is subject to receiving a written confirmation from the Seller.
7. The prices of ArtFuego® products shown in the [Price List](#) are expressed in Euro and are quoted net, i.e. they do not include VAT.
8. Unless otherwise agreed, delivery shall be executed based on the current wording of EXW Incoterms.

## ORDER PROCESS

1. Customer Service Office conducts sales on the territory of Poland and outside.
2. When ordering goods one should use the symbols contained in the catalog of products and the price list.
3. The Buyer can place an order via;
  - a. telephone - provided that she/he will give her/his e-mail address required for formal confirmation of the order or clarification of any ambiguities,
  - b. fax,
  - c. e-mail,
  - d. personally in Customer Service Office.
4. All products that we sell are original, brand new and free from defects.
5. Orders placed by e-mail after 16 o'clock on weekdays, on Saturdays and Sundays and public holidays will be handled the next working day.
6. Confirmation of order will be sent to the Buyer by a representative of Seller's Customer Service Office in a form of e-mail message.
7. In case the ordered goods are not in Seller's current stock, delivery time will be determined individually.
8. The Seller reserves the right to cancel the order if despite the calls the Buyer does not complete within 5-7 days all shortcomings which preclude effective performance of the given order.

## **PAYMENT**

1. Each order shall be accompanied by proof of purchase.
2. If the ordered goods are available in Seller's warehouse, the Seller reserves the right to request a 25% deposit for reservation of the goods, especially in the case of distant date of collection.
3. The payment for goods available in Seller's warehouse may have the form of;
  - a. prepayment, i.e. money transfer made to the following bank account in Euro;  
Raiffeisen Bank: EUR 05 1750 0012 0000 0000 1243 0272  
Swift: RCBWPLPW  
Owner of account: KOMO Sp.z o.o., Radna 15 a / 6 Street, 00-341 Warsaw, Poland
  - b. cash paid on the day of collection of goods.
4. If the ordered goods are not in Seller's current stock, a 40% advance payment in a form of money transfer to the above given Seller's bank account is required. The advance payment is non-refundable in case of Buyer's failure to collect the ordered goods.  
The remaining 60% shall be paid in the form of money transfer made prior to the loading of goods or in cash (in the case of collection in person).
5. The date of crediting Seller's account shall be deemed the date of payment in the form of bank transfer. On this date the term of contract execution starts to run.

## **DELIVERY/COLLECTION OF GOODS**

1. Unless otherwise agreed, delivery is executed based on the current wording of Ex-Works clause, which means that arrangement and cost of shipping are the responsibility of the Buyer.
2. The place of collection of goods is the Seller's warehouse in Warsaw.
3. In individual cases and based on prior agreement with the Seller, there is a possibility for the shipping to be organized by the Seller, however;
  - a. shipping is carried out at the cost and risk of the Buyer,
  - b. shipping costs depend on the size and weight of consignment and the current tariff of a chosen carrier.
4. The Seller is obliged to provide Buyer with products of the highest quality and free from defects
5. The Buyer is obliged to check the quantity and quality of consignment before loading. After the products leave Seller's warehouse complaints caused by damage of consignment will not be covered and reimbursed.
6. The Buyer agrees to collect goods prepared in accordance with the order.
7. The delivery period shall be extended in the event of force majeure, i.e. unforeseeable events beyond Seller's control, including, but limited to, natural disasters, riots, warfare, industrial disputes (for example strikes and lock-outs, business disruptions) and delays in the delivery of essential materials, insofar as such impediments affect shipment of the delivery item. This shall also apply if these circumstances occur in relation to sub-suppliers. The extension of the delivery period shall be commensurate with the duration of such measures and impediments. The aforementioned circumstances shall also be deemed to be beyond Seller's control if they occur during an already existing delay. The Buyer shall be immediately informed of such impediments.
8. The above described force majeure can also be a reason for a total lack of performance of the order.

## WARRANTY & COMPLAINTS

1. The purchased goods are covered by the warranty only in case of production errors and hidden defects in materials.
2. The warranty covers a period of one year from the date of purchase.
3. The warranty is valid only when products are used in accordance with guidelines of cleaning and maintenance applicable for particular types of materials and finishes of products, available in download section of [www.artfuego.com](http://www.artfuego.com).
4. The warranty expires, and the Seller shall not be liable for defects resulting from the following causes:
  - a. mechanical damage arising from improper transport and misuse of the product,
  - b. damage and wear of product due to lack of proper maintenance,
  - c. damage caused by an accident or other random event,
  - d. making alterations or repairs on one's own using non-original parts.
5. If the Buyer finds out that the product is defective, he shall inform about it the Seller.
6. The complaint should contain a description of defect in the product and the date of its occurrence or discovering. In order to facilitate claims procedure the Buyer is asked to send an email with photos and detailed description to the address of Seller's Customer Service Office.
7. The claimed product must be accompanied by proof of purchase.
8. The complaint will be dealt with on the basis of photos indicating the damaged/defective part, and a description sent by e-mail to Customer Service Office. A decision on a complaint will be taken within 14 working days of receipt of complete documents and information necessary for its consideration.
9. In untypical cases the above mentioned period may be longer. The Buyer will be notified about it by the Seller in writing (by e-mail).
10. If information provided in claim notification is insufficient, the Seller will ask claimant to complete them in a determined scope, before adjusting complaint.
11. In case of justified claims the Seller will replace claimed product or the parts of it by the ones free from defects. The Seller reserves the right to request the return of the defective product. Shipping costs due for both sending the defect-free product and returning the defective one shall be incurred by the Buyer.
12. Product images posted on [artfuego.com](http://artfuego.com) serve mainly the presentation of specific models. Due to different settings of cameras and monitors of individual Users, colors may differ from reality. Therefore, the difference in color shades cannot be the basis for a complaint of purchased product.
13. The Seller does his best to assure that all sizes and measurements of products presented on [artfuego.com](http://artfuego.com) are as accurate as possible, however one should always bear in mind that they are approximate. That is why tiny differences in measurements cannot be a reason for submitting a claim.