



GENERAL SALE CONDITIONS

1. COPAL Sp. z o.o. as the Supplier – reserves the right to refuse the execution of an order if any infringement of copyrights/licence rights of the Supplier results from the subject of the order.
2. The Supplier is obliged to prepare goods free from defects in the amount and assortment specified in the order placed by the Ordering Party by post, fax, or e-mail.
3. The Supplier is obliged to confirm the acceptance of the order in writing by post, e-mail, or fax, specifying the delivery term, current prices, and financial conditions to be met before the delivery. The delivery and payment conditions specified in the offer by the Supplier are binding for one month.
4. The Supplier is obliged to deliver goods free from defects in accordance with the order, but in the case of orders for profiles in full packages, the number of profiles in a package may vary slightly in practice from those arranged.
5. The Supplier reserves the right to a 2-week delivery term from the moment of placing the order for profiles with standard lengths and accessories in full packages. In the case of more complex goods requiring processing or varying from the standard, the delivery term shall be arranged separately.
6. The Supplier shall start to process its own materials or order non-standard materials for the purposes of the executing the delivery to the Ordering Party after the receipt of an advance payment to the amount specified in the offer.
7. Delivery is completed on the day when the goods are sent or qualified for shipment.
8. The Supplier is not liable for any damage to the goods and delays in transport of the delivery. The carrier is liable for the above. The party in the complaint proceedings towards the carrier is the party ordering the service.
9. If the delivery is executed by a courier ordered by the Supplier, the Supplier is obliged to conduct preliminary quantitative and qualitative collection in the presence of the carrier, and in the event of determining any defects or visible damage (packaging), to prepare a damage (complaint) report in the presence of the carrier.
10. Should the delivery be executed using the transport of the Ordering Party, the Ordering Party is obliged to collect the delivery within 5 days from notification by the Supplier on the readiness of the goods for collection.
11. The Supplier is entitled to terminate the execution of the order in the case of delays in payments or failure to collect the goods in accordance with the previous order.
12. The Supplier shall charge statutory interest on delayed payment.
13. The Supplier can reserve the right of ownership of the goods until the full amount has been paid by the Purchaser.
14. The Purchaser loses any warranty rights related to physical defects in the goods, if the Purchaser fails to inform the Supplier about the defect immediately upon its discovery, but no later than within one month from the delivery and before any operation on the product. If the warranty claim is accepted, the Supplier undertakes to deliver goods free from defects, the value of which does not exceed the value of the goods described in the claim.
15. The Ordering Party is legally and materially liable for any purposeful infringement of copyrights (designer rights) or any rights of the Supplier. In the case of infringement of the aforementioned rights, the Ordering Party is obliged to cover any losses resulting from such an infringement.
16. Should any difficulties occur beyond the control of the Supplier, resulting in an increase in the price, delay, or lack of possibility to finance the delivery, the Supplier can, based on a notification to the Ordering Party in writing on the occurring circumstances, with no requirement of compensation:
 - a) fail to execute the entire or part of the delivery,
 - b) execute the delivery on changed conditions with mutual agreement.
17. In matters not regulated by the provisions of these regulations, the provisions of the Civil Code shall apply.
18. Any disputes which may result from the execution of sales shall be resolved by the Parties in an amicable manner. Should it be impossible to resolve a dispute in an amicable manner, the dispute shall be subject to examination by a common Court having jurisdiction over the registered office of the Supplier.

GENERAL GUARANTEE CONDITIONS

1. COPAL Sp. z o.o. guarantees that the goods specified in the documents of sale are of good quality and free from production defects.
2. The guarantee covers defects of the goods resulting from their defective execution or defects of the material (aluminium profiles, accessories, or semi-finished products processed by COPAL).
3. COPAL gives the guarantee:
 - a) for anodised and powder coated profiles, and EPDM rubber seals for a term of 60 months
 - b) for the locks, rest of the TPE seals, PVC seals and gas springs for a term of 12 months
 - c) for the remaining accessories for a term of 36 months
4. The warranty claim is accepted if:
 - a) the products contain only original elements of COPAL systems, in accordance with their intended use and Copal technology, in complete sets provided by COPAL.
 - b) the assembly of the products and their components was conducted in an environment of corrosion category C1, C2 or C3 according to the PN-EN ISO 12944-2: 2001 quality management systems, in compliance with the best building practices, construction standards and Technical Assessment.
5. The guarantee covers:
 - a) profiles: surface smoothness, colour durability, and durability of construction joints
 - b) accessories: durability of elements significant from the point of view of safety
6. The guarantee does not cover:
 - a) defects and damage revealed during collection towards which the Licensee failed to report any reservations to the Licensor or carrier (damage report).
 - b) cracks, deformations, scratches of goods, and related defects resulting after their collection
 - c) defects and damage related to incorrect transportation, storage, profile processing and assembly performed by the Licensee .
 - d) freezing, dewing, and results of these phenomena related to defective ventilation.
 - e) damage resulting from a defective construction of the building and movements of the building exceeding norms.
 - f) damage resulting from inappropriate operation and insufficient maintenance.
 - g) defects remaining invisible after the assemblage, and which do not affect the usefulness of the goods.
7. COPAL is not liable for any loss, damage, or destruction of the goods resulting from reasons other than their inherent defects.
8. The Purchaser loses the warranty rights at any time if the assembly, use, maintenance or storage of profiles, accessories or finished products was inconsistent with the Copal instructions.
9. COPAL is not responsible for the compatibility of the products with the local laws.
10. If the Copal system was installed in a particularly chemically-difficult environment (in or near breeding farms, slaughterhouses, industrial areas or coastal areas with high humidity and air characterised by highly or very highly aggressive corrosion rates), the Purchaser is obliged to inform their client that the aluminium elements and components (accessories) of the COPAL system are not covered by the warranty.
11. Unless a separate agreement has been made:
 - a) all activities related to the handling of warranty claims and the subsequent responsibility of COPAL are limited both to the first Purchaser and the Republic of Poland,
 - b) the Purchaser is denied the freedom to transfer the rights resulting from the agreement to a third party or outside the Republic of Poland.

General rules for the storage and maintenance of aluminium profiles, accessories and finished products

1. While storing and handling the profiles, the following rules should be observed:
 - a) profiles lacking a surface finish (e.g. paint) should be handled with care, while wearing gloves, taking their low resistance to scratches into consideration.
 - b) profiles and accessories should be stored in a cool and dry place;
 - c) profiles wrapped in film, especially those not coated (bare), should be unpacked to prevent water or oxidation damage to their surfaces (which may occur due to water vapour condensation inside the packaging).
 - d) Thin-walled profiles that are prone to crushing should not be stored in excessively high stacks.
 - e) The surfaces of anodised or lacquered aluminium profiles should be kept clean. Water supplemented with a mild and neutral detergent can be used for this purpose. Highly alkaline substances should not be used.
2. Profiles, accessories and prefabricated products must be transported and stored in a dry place, sheltered from atmospheric conditions and construction dust, up to the moment of their assembly.