

### I. Co-operation with Darco:

If you are interested in purchasing a Darco product or starting a co-operation with Darco please visit our website at "Distributors" bookmark (https://darco.pl/en/distributors), call:  $+48\ 14\ 680\ 99\ 16\ / +48\ 667\ 744\ 400\ or\ e-mail: export@darco.pl$ 

## II. Information for the ordering party:

- 1. Order placing with usage of symbols and descriptions used in Darco catalogue or price list is recommended in order to avoid risk of making a mistake.
- 2. Most of products are available in many versions, however, if the product should be made with any difference to the one described in catalogue, it must be marked in the order. With non-standard orders at least a sketch with all important measurements should be attached, as well as the desired characteristics of the product. It is recommended to contact the Darco technical assistance to clear all details as well as to receive a price quote before order placing.
- 3. It is necessary to give a phone number or e-mail address at which Darco sales support can reach the person that have made the order to confirm the order or clear any
- 4. All orders are confirmed with an e-mail sent to the e-mail address of the ordering party (registered in Darco ERP system). These conformations should be carefully read and, if any questions occur, Darco shall be contacted to avoid mistakes

#### III. Delivery:

- 1. Transport is made by Darco own transport or with the usage of a forwarding company (f.e. RABEN, DPD or Schenker) with the lowest possible transport fee. Transport can be made also following the Customers guidelines or arranged by Customer himself.
- 2. Transport costs are invoiced and added to the cost of ordered products.

#### **IV. Payment:**

- 1. New customers need to pay for the ordered products in advance, before shipment.
- 2. Regular customers may be offered delayed payment conditions that agreed with the Darco account manager responsible for contact with the Customer
- 3. Darco is allowed to insure its liabilities with an insurance company (e.g. Euler Hermes), Customer is asked to present the relevant company data to the insurance company in order to achieve and maintain the merchant limit. In case Darco receives a negative response for the application, delayed payment may not be granted
- 4. To each shipment a delivery note is attached, VAT invoice is then send later by Post or via e-mail (if agreed with the Darco account manager).
- 5. EU taxpayers are asked to submit the proper VAT number so a preferential VAT rate can be used, such statement shall be given once a year. Due to tax law requirements in Poland, we ask to sign and stamp the invoice copy and send back scanned.

#### V. Warranty:

- 1. Darco gives warranty for the proper working of the products according to the technical conditions described in their instruction manuals.
- 2. Warranty assures free of charge repair of the defects caused by imperfect parts and production defects.

# Warranty conditions:

- 1. Warranty period is 24 months starting from date of purchase.
- Warranty guarantees free of charge repairing of defects caused by imperfect parts of production failures.
- Warranty expires when damages are caused by the following:
  - damages caused by improper connection of power or steering cables,
  - 2. damages caused by usage of power supply unit other than the one recommended by the producer,
  - 3. damages caused by improper transport or unloading,
  - 4. damages caused by fires, floods, thunderstorms or other acts of God,
  - 5. damages caused by improper mounting,
  - 5. unauthorized dismantling, remodeling, fixing or part replacing,
  - 7. normal exploitation parts or material stale.
- 4. Customer has a right to replace the purchased good with a new one if it was already damaged two times and got broken for the third time.
- 5. Vital condition for the Customer to fulfill the warranty is to bring the damaged product to the Seller along with:
  - 1. correctly filled warranty card,
  - 2. receipt of purchase.
  - Both Seller and Customer must assure that warranty card is filled out correctly and has at least: name and surname of the Customer or his company, address, purchase date, stamp and signature of the Seller.
- 6. In cases not mentioned by these regulations, standard regulations apply.