

SALES AND WARRANTY CONDITIONS

I General Terms and Conditions.

1. These Terms of Sale apply to the business cooperation between CleanAccess and a Buyer. They define rights and obligations for the entire duration of the business relationship. Further in this document CleanAccess and Buyer will be referred to as Parties. In situations when these cooperation terms applied by the Buyer differ partially or completely from these Terms of Sale, are inconsistent with them or supplementary, then they will not be binding for CleanAccess. Any changes to these Terms of Sale shall be made in writing, otherwise they will not be valid. By submitting CleanAccess a purchase offer or accepting a sale offer made by CleanAccess, these Terms of Sale will be accepted, if the correspondence contains a reference to the CleanAccess Terms of Sale.
2. These Terms of Sale apply to the following forms of Buyers:
 - legal persons,
 - organizational units with no legal personality but which are granted legal capacity under the law,
 - natural persons acting in relation to their business or professional activity.
3. These Terms of Sale are available at the following internet address: <https://clean-access.com/en/conditions-of-sales/>

II Conclusion of the Contract, Force Majeure.

1. In contracts, orders or order acceptances Buyer who is a natural person running a business or professional activity should indicate whether the contract does not have for them business or professional relation.
2. Orders may be placed via e-mail to the following address: orders@clean-access.com.
3. Product specification and delivery dates will be specified each time in CleanAccess documents (contracts, offers, offer approvals) and will be adapted to the current availability of products.
4. Prices published on the website of CleanAccess and in other announcements are not, in case of doubt, deemed an offer according to the Polish Civil Code. Placing an order for a specific product by the Buyer for a specified price becomes binding upon confirmation of acceptance of the order by CleanAccess on the Terms of Sale indicated by CleanAccess.

5. In the event that the execution of the order is not possible, CleanAccess is entitled to refuse to execute the order before confirming the Buyer's acceptance of the order.
6. Neither party shall be liable for improper performance or non-performance of its contractual obligations caused by force majeure. By force majeure, the Parties understand an external event, impossible to predict, with consequences impossible to prevent; in particular: natural disasters, war, fire, actions of public authorities, acts of terror, production disruptions, strike, riots, mobilization, terrorist attack, restrictions on import or export, restrictions on intra-Community acquisition of goods or services, seizure of means of transport by public authorities, restrictions in the functioning of the Party caused by infectious diseases or their consequences, etc. If either Party cannot meet its contractual obligations due to force majeure, it will immediately notify the other Party (if possible) of the circumstances, and then the Parties will make arrangements to change the date or manner of performance of a given obligation.
7. In the event of force majeure events affecting the possibility of proper performance of the Agreement by any of the Parties, the Parties undertake to modify the content of the Agreement in such a way as to enable the Party citing force majeure to perform its contractual obligations. Modifications to the content of the Agreement may be made in particular by:
 - change of the date of performance of the Agreement or its part,
 - temporary suspension of the performance of the Agreement or its part,
 - change in the manner of performance of the Agreement,
 - a change in the scope of non-cash benefits and a corresponding change in remuneration or the method of remuneration settlement.
8. The Parties mutually undertake to take into account the justified requests of the Party relying on force majeure to choose the method of modifying the content of the Agreement.
9. CleanAccess also has the right to invoke the above-mentioned force majeure factors in a situation where they affect the fulfilment of obligations by its supplier.
10. Irrespective of the above rights, in the event of any obstacles to the performance of a non-pecuniary contractual obligation at CleanAccess or the CleanAccess supplier caused by force majeure as defined above, CleanAccess shall be entitled to withdraw from the Agreement in whole or to the extent of the unperformed part by submitting an appropriate written declaration to the other Party in within 60 days from the date of the cause. In the event of exercising the right to withdraw, CleanAccess will not be obliged to compensate the losses incurred by the Buyer resulting from the withdrawal from the contract and non-performance of the part of the contract covered by the withdrawal.

11. According to the Polish Act of May 30 2014 *on consumer rights* the Buyer who is consumer has the right to withdraw from the concluded sales contract without giving any reason within 14 days from the date of taking possession of the product by the Buyer or designated third party except from a carrier (in the case of a contract that covers multiple products that are delivered separately, in batches or in parts - from the date of taking possession of the last product, batch or part). In order to exercise the right of withdrawal the Buyer is obliged to inform CleanAccess, making a statement on this matter. In order to meet the withdrawal deadline, it will be sufficient for the Buyer who is a consumer to send the declaration regarding the exercise of their right to withdraw from the contract before this deadline.
12. In the event of withdrawal from the contract, CleanAccess returns to the Buyer all payments received from him, including the costs of delivering the product (except for additional costs resulting from the method of delivery chosen by the Buyer other than the cheapest standard delivery method offered by CleanAccess), immediately, and in any case not later than 14 days from the date on which CleanAccess was notified of the exercise of the right to withdraw from the contract. CleanAccess has the right to withhold the reimbursement until the product is received. The item returned in connection with the withdrawal from the contract should be returned immediately, and in any case not later than 14 days from the date on which the Buyer informed CleanAccess about the withdrawal from the contract. The deadline will be considered met if the Buyer returns the item before the expiry of the 14-day period.
13. Returned products should be in a condition that does not indicate wear and tear and is complete (with full equipment and accessories that constitute their integral part), as well as properly secured during transport.
14. The buyer is responsible for the diminished value of the product resulting from using it in a different way than was necessary to establish its nature, characteristics and functioning. In the event of a decrease in the value of the returned product or its delivery in an incomplete state, CleanAccess has the right to claim damages from the Buyer, to the extent permitted by applicable law.
15. The right of withdrawal from the contract is not granted to the consumer in the cases specified in Art. 38 point 1-13 of the Polish Act of May 30 2014 *on consumer rights*.
16. The provisions contained in the above points 11-15 as regards consumers also applies to contracts concluded by a natural person concluding a contract directly related to their business activity, when the content of this contract indicates that it is not of a professional nature for that person. The professional nature may result in particular from the subject of the business activity performer by the natural person in accordance with the entries of the Polish Central Register and Information on Economic Activity.

III Payments.

1. Unless the Parties have agreed otherwise, the obligatory form of payment is a prepayment to the account. The Buyer makes a prepayment to the bank account on the basis of a proforma issued after placing the order and its acceptance by CleanAccess. The order is processed after the receipt of funds is credited to the CleanAccess bank account, and the completion date results from the declaration of order acceptance. Final price payment deadline will be specified in the contract, CleanAccess offer or CleanAccess declaration of acceptance of the offer.
2. CleanAccess may grant the Buyer a Trade Credit. In such case orders will be processed on an ongoing basis up to the amount of the Trade Credit limit, provided that the agreed payment deadlines are met. In the event of a breach of the agreed terms of cooperation, CleanAccess has the right to block the possibility of placing orders in the form of a Trade Credit. If the granted credit limit is used up by the buyer, the product can be sold without up front payment after paying the pending invoices.

IV Quality

1. CleanAccess guarantees quality of the delivered goods in terms of their description, aim of use, and conformity to the declared in their characteristic features.
2. Delivered goods shall be free from any material defects that could originate from manufacturing process and shall comply with the project.
3. If any of the products delivered to the Buyer does not meet the above requirements, the Buyer is obliged to immediately notify CleanAccess about this fact.
4. CleanAccess reserves the right to assess the quality of products in the event of any doubts raised by the Buyer.
5. The terms of the quality guarantee apply to products repaired under the guarantee, unless the Buyer has been informed otherwise.
6. In accordance with the requirements of food safety systems, all tools within a food producing facility should be kept in good condition, not jeopardizing the safety of production. Buyers are required to establish and implement cleaning and disinfection methods. Defining these factors not only affects the safety of the food produced, but also guarantees the durability of the assortment appropriate to the intended use conditions. It is the responsibility of the Buyer as process owner that the wear of the equipment is verified and that it is replaced when necessary.

V Receipt of goods

1. The delivery of products shall be fulfilled in accordance with the agreed between the and CleanAccess trade terms and shall be based on the "Incoterms" trade rules. The terms of delivery shall be agreed for each order or shall be based on a "card of trade arrangements".
2. The Buyer is obliged to collect purchased goods on the agreed date. If this deadline is exceeded, CleanAccess reserves the right to charge for the storage of goods, including its insurance. These products will be stored at the Buyer's risk.
3. With the consent of the Buyer CleanAccess reserves the right to deliver ordered goods in parts.
4. At the Buyer's special request, specified in the order, CleanAccess enables delivery on phytosanitary pallets.
5. The packaging method is determined by CleanAccess. Any deviation in the packaging at the request of the Buyer will be charged.

VI Implied Warranty for Defects and Quality Warranty.

1. CleanAccess is obliged to deliver the product purchased by the Buyer without defects. The regulation of CleanAccess liability for product defects is contained in the provisions of Art. 556 et seq. of the Polish Civil Code.
2. Once the goods are purchase and are owned by the Buyer who finds that the product is not free from defects, such Buyer may:
 - refer to the warranty services and carry out a complaint procedure under the Warranty (applies to products covered by the Warranty),
 - submit a claim to CleanAccess under the warranty for legal defects (legal basis - the Polish Civil Code).
3. CleanAccess provides a 12-month warranty for the products sold. The warranty starts on the day the goods are released to the Buyer.
4. In connection with the granted warranty, the Parties exclude the Buyer's rights to pursue claims under the warranty for physical defects in full. The limitations of the warranty resulting from the preceding sentence do not apply to the Buyer who is a consumer.
5. The Buyer loses the warranty rights if the Buyer or the final recipient of the product does not comply with the conditions of storage, assembly, maintenance, operation or other rules of proper use, specified in particular in CleanAccess product instructions.

6. For selected products, CleanAccess reserves the right to apply additional limitations and exclusions of the warranty according to the specific warranty conditions provided to the Buyer with the product.

VII Complaints

1. Damage to the packaging or the product itself caused by transport should be reported to CleanAccess immediately upon receipt/on the same day. In the event of damage to the packaging, the recipient should prepare a complaint report on the day of delivery in the presence of the transport company that delivered the product.
2. The purchased product should be checked on the day of its receipt for compliance with the order. In the event of non-compliance of the product with the order, the recipient is obliged to notify CleanAccess of this non-compliance within one business day at the latest.
3. The buyer must notify CleanAccess in writing as soon as possible within 7 days of delivery that the product is unusable as stated/with accordance in its description.
4. Complaints should be submitted by fully and correctly filled the CleanAccess complaint form which should be sent in electronic form to the e-mail address: sales@clean-access.com.
5. Reported complaints will be considered no later than within 14 working days. In special cases (requiring time-consuming problem analysis), CleanAccess reserves the right to consider the submitted complaint over a longer period of time, but after prior notification to the Buyer. The days for considering the complaint are counted from the date of receipt of a correctly completed complaint form and the product, unless CleanAccess releases the Buyer from the obligation to deliver it.
6. If the Buyer is obliged to send the purchased product in order to consider the complaint, the product should be sent to CleanAccess's premises within seven working days at the latest, unless a different date has been agreed with CleanAccess.
7. If the claim is accepted under the warranty, the Buyer shall be reimbursed the costs of returning the purchased product (except for additional costs resulting from the method of delivery chosen by the Buyer, other than the cheapest standard delivery method offered by CleanAccess).
8. Products or parts, which are sent to CleanAccess for replacement become the subject of the exclusive ownership of CleanAccess upon delivery of new products to the Buyer.
9. As part of the warranty obligations, CleanAccess reserves the right to choose the option of resolving the complaint, i.e., to replace the product or its part with a non-defective one, to repair it, or to reduce the price.

10. For system solutions, CleanAccess is only liable for the affected part of the product up to the amount of the actual loss. The compensation limitations from the previous sentence do not apply to claims made by the buyer as a consumer or for whom the provisions of art. 385(1) - 385(3) of the Polish Civil Code apply.
11. CleanAccess is not responsible for damages resulting from the utilisation of the purchased product or improper use not in accordance with the manufacturer's recommendations.
12. CleanAccess does not guarantee that the delivered products are suitable for the purposes for which the Buyer wishes to use them. The information provided by CleanAccess does not constitute technical advice, it is provided in accordance with its knowledge, and the obligation to verify it in terms of the intended use rests with the Buyer.
13. CleanAccess reserves the right to limit the possibility of returns when the ordered product is not a standard product offered in the company's catalogue and was sold based on an individual order.

VIII Place of Fulfilment. Applicable Law.

1. The place of performance is agreed to be the place of the registered seat (headquarters) of CleanAccess, even when the transfer of the products is carried out at another place.
2. Place of jurisdiction for all disputes between the Parties arising out or in connection with a contract or agreement is the appropriate Polish court with jurisdiction for the registered seat (headquarters) of CleanAccess.
3. These General Terms and Conditions and all contracts and agreements between the Parties shall be governed by and interpreted in accordance with the material law of Poland. The application of the 1980 Vienna Convention on the International Sale of Goods is herewith excluded.

IX Salvatorius Clause.

1. In the event that one of the provisions should, for whatever reason, be void or invalid, this shall not affect the validity of the other provisions.
2. The both Parties undertake to replace the invalid regulation with a valid one which comes closest to the economic intent of the invalid regulation.

X Amendments.

1. CleanAccess reserves the right to amend these General Terms and Conditions at any time without additional restrictions. This right may be restricted only by explicit written agreement.
2. The amendment is made by publishing the new text of these General Terms and Conditions on CleanAccess website.
3. The new (amended) Terms and Conditions are bounding for each and every transaction executed after publishing the new redaction of these general Terms and Conditions on CleanAccess's website.

