
GENERAL TERMS AND CONDITIONS FOR INSTALLATION SERVICES

(effective as of 01.03.2025)

§1. Scope of Application

1. These General Terms and Conditions for Installation Services ("GTIS") apply to all agreements concluded by AH Hardt sp.j. ("Contractor") concerning:
 - installation of external lightning protection systems (LPS)
 - installation of earthing systems
 - measurement works
 - as-built documentation
 - technical design works within the above scope
 2. These GTIS apply exclusively to entities acting within the scope of their professional or business activity.
 3. These GTIS constitute an integral part of every offer, order and agreement unless the Parties expressly agree otherwise in writing under pain of nullity.
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§2. Nature of the Installation and Scope of Liability

1. A lightning protection system reduces the risk and consequences of lightning strikes but does not eliminate such risk entirely.
 2. The Contractor shall not be liable for damages resulting from:
 - direct lightning strikes
 - phenomena accompanying atmospheric discharges
 - overvoltages
 - extraordinary natural forces
 3. The Contractor shall be liable solely for the proper performance of the works within the contractual scope.
 4. The Contractor shall not bear joint and several liability with other contractors nor liability for elements not included in its contractual scope of work.
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§3. Documentation and Design

1. If the design documentation is provided by the Client, the Contractor shall not be liable for errors, omissions or inconsistencies therein.
 2. The Contractor shall not be liable for consequences resulting from technical solutions imposed or indicated by the Client.
 3. The Contractor shall not act as a general contractor of construction works unless explicitly agreed in writing.
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§4. Client's Obligations

1. The Client shall:
 - Ensure uninterrupted access to the work site
 - Provide safe working conditions
 - Ensure inter-trade coordination
 - Ensure that the building structure allows proper installation of the system
 - Inspect the installation without undue delay after completion
 2. The Contractor shall not be liable for:
 - roof tightness
 - structural defects
 - waterproofing defects
 - actions of other contractors
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§5. Acceptance and Notification of Defects

1. Acceptance of works shall be confirmed by a written acceptance protocol.
 2. The Client is obliged to examine the installation immediately upon completion.
 3. Apparent defects must be reported within 7 days from acceptance.
 4. Hidden defects must be reported within 14 days from discovery.
 5. Failure to notify within the above deadlines shall result in the loss of claims to the extent permitted by applicable law.
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§6. Warranty

1. The Contractor grants a warranty for a period of 24 months from the date of signing the acceptance protocol, unless otherwise agreed in writing.
 2. The warranty covers only defects resulting directly from improper performance of works by the Contractor.
 3. The warranty does not cover:
 - mechanical damage
 - interference by third parties
 - modifications of the installation
 - extraordinary external factors
 - failure to perform required inspections
 4. A condition for maintaining the warranty is the performance of periodic inspections in accordance with:
 - applicable laws and regulations
 - technical standards
 - these GTIS
 - the applicable General Warranty Conditions of AH Hardt sp.j.
 5. Any third-party interference with the installation results in the immediate loss of warranty rights
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§7. Exclusion of Statutory Warranty

To the fullest extent permitted by applicable law, statutory warranty rights for defects are excluded in relations between professional entities.

§8. Limitation of Liability

1. The total aggregate liability of the Contractor, regardless of the legal basis, shall be limited to 100% of the net remuneration for the specific scope of works to which the claim relates.
 2. The Contractor's liability is limited exclusively to direct actual damage.
 3. In particular, the Contractor shall not be liable for:
 - loss of profit
 - production downtime
 - loss of data
 - indirect or consequential damages
 - contractual penalties imposed on the Client by third parties
 4. The Contractor's liability shall not exceed the limits of its valid professional liability insurance coverage
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§9. Payments

1. Notification of a defect does not entitle the Client to suspend payment for completed works.
 2. Set-off of contractual penalties shall be excluded unless confirmed by a final court judgment or expressly acknowledged in writing by the Contractor.
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§10. Force Majeure

The Contractor shall not be liable for failure or delay in performance caused by force majeure, including extreme weather conditions.

§11. Governing Law and Jurisdiction

1. These GTIS shall be governed by Polish law.
 2. All disputes shall be submitted to the court having jurisdiction over the Contractor's registered office.
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§12. Language Clause

3. These General Terms and Conditions have been drafted in Polish and translated into English.
4. In the event of any discrepancies or inconsistencies between language versions, the Polish version shall prevail and be legally binding.