
SALES POLICY

(effective as of 01.03.2026)

§ 1. General Provisions

1. This Sales Policy sets out the terms and conditions governing the sale of goods by AH Hardt sp.j., with its registered office at Cholerzyn 215, 32-060 Liszki, Poland, VAT No.: 6790168262, KRS: 0000120755 (hereinafter referred to as the "Seller"), in respect of sales performed outside the territory of the Republic of Poland.
 2. This Policy applies to all sales agreements concluded with business entities, irrespective of the form of conclusion, including in particular:
 - orders placed by email
 - telephone orders
 - orders placed through sales representatives
 - project-based orders
 - long-term commercial cooperation agreements
 3. By placing an order, the Buyer accepts this Sales Policy as well as the applicable General Warranty Terms (OWG B2B).
 4. In the event of any inconsistency between this Sales Policy and the General Warranty Terms (OWG B2B), the provisions of the General Warranty Terms shall prevail with respect to warranty and liability matters.
-

§ 2. Conclusion of the Contract

1. Any order placed by the Buyer constitutes an offer to conclude a sales agreement.
 2. The sales agreement is concluded upon written confirmation (including email confirmation) of the order by the Seller.
 3. The Seller reserves the right to refuse acceptance of an order, in particular in the event of:
 - unavailability of goods
 - pricing errors
 - exceeded credit limits
 - overdue payments from previous transactions.
-

§ 3. Prices and Payments

1. Prices are expressed in EUR or in another currency agreed between the parties.
 2. Prices are net prices and do not include VAT, customs duties, import charges, or any other public levies applicable in the Buyer's country.
 3. Unless otherwise agreed in writing, payment shall be made prior to shipment.
 4. In the event of delayed payment, the Seller shall be entitled to:
 - charge statutory or contractual interest
 - suspend ongoing deliveries
 - withdraw from the contract due to the Buyer's fault.
-

§ 4. Delivery and Transfer of Risk

1. Delivery terms shall be agreed individually and may be determined in accordance with the current Incoterms rules.
 2. Unless otherwise agreed, the risk of loss or damage to the goods shall pass to the Buyer upon handover of the goods to the carrier.
 3. The Buyer is obliged to inspect the goods immediately upon receipt
-

§ 5. Retention of Title

1. The Seller retains title to the delivered goods until full payment of the purchase price and any additional receivables has been received.
 2. Until full payment is made, the Buyer shall store the goods in a manner enabling their identification as the Seller's property.
-

§ 6. Returns

1. Any return of goods not related to a defect requires the Seller's prior written consent
2. Only standard products forming part of the Seller's regular stock offer may be eligible for return.
3. The following goods are excluded from return:
 - customized or profiled products
 - goods manufactured upon order

-
- non-standard products
 - products manufactured according to the Buyer's specifications.
4. The Seller reserves the right to deduct a handling fee of up to 20% of the net value of the returned goods.

§ 7. Claims and Warranty

1. Product claims shall be handled in accordance with the applicable General Warranty Terms (OWG B2B).
2. The Buyer is obliged to notify the Seller of any defects without undue delay, in accordance with the General Warranty Terms.

§ 8. Limitation of Liability

1. The Seller's total liability shall be limited to the net value of the goods to which the claim relates
2. The Seller shall not be liable for:
 - loss of profit
 - indirect or consequential damages
 - downtime
 - dismantling or installation costs
 - crane services
 - penalties imposed on the Buyer by third parties

§ 9. Force Majeure

1. The Seller shall not be liable for any failure or delay in performance resulting from force majeure events beyond its reasonable control.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded in its entirety.
3. Any disputes arising out of or in connection with the sales agreement shall be subject to the exclusive jurisdiction of the competent court at the Seller's registered office in Poland.

§ 10. Governing Law and Jurisdiction

1. All sales agreements shall be governed exclusively by Polish law.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded in its entirety.
3. Any disputes arising out of or in connection with the sales agreement shall be subject to the exclusive jurisdiction of the competent court at the Seller's registered office in Poland.