



## GENERAL TERMS AND CONDITIONS for the performance of services by

**MAREL Serwis Mariusz Samborski, 72-005 Przecław /k Szczecina ul. Rajkowo 16 NIP 852-060-83-50**

### General terms and conditions for the performance of services

1. The following terms used in this general terms and conditions for the performance of services, hereinafter referred to as the "GTC" have the following meanings:
  - 1) "Company" - MAREL Serwis Mariusz Samborski, 72-006 Mierzyn / k Szczecina, ul. Pawła 1, NIP 852-060-83-50;
  - 2) "Client" - an entity which orders performance of services to the company;
  - 3) "Service" - all services provided by the company to the client including repairs, maintenance, manufacturing of device, software development
2. Services are performed at the Client's order, based on the offer drawn up by the company.
3. In the offer are entered Client's data, an initial range of services, pre-defined remuneration for performed services and the costs of services.
4. The offer is sent to the Client via e-mail or in any other way which has been specified by the Company.
5. If during performance of the service there occurs a need for additional, unspecified services which have been not priced in the offer, Company inform Client about it.
6. In such case, the performance of additional services are executed only after approval of the extended range of services.
7. The form of approval (written, oral, e-mail, fax) is determined each time by the Company.
8. If the service is to be performed outside the company place, the costs of travel, accommodation and catering for employees are covered by the Client.
9. After completion of the performed service, Company notifies the Client about it, in the way specified in the offer, indicating the final Company remuneration and the costs of the service.
10. After notification about performed service by the company, the Client is obliged to make acceptance of the service (acceptance) within the period specified by the company.
11. In the event of exceeded the above deadline for acceptance by the Client, Company makes one-sided acceptance of the performed service (one-sided acceptance).
12. Acceptance or one-sided acceptance are basis for company to issue an invoice for the service and the costs of its performance.
13. Not collecting the devices within 6 months from the repair date, indicates Client willingness to disposal of these things.
14. Remuneration for performed services is payable in cash at company cash desk on the day of acceptance or one-sided acceptance or other way of payment indicated by the company.
15. Lack of the payment is the basis for refusing to hand over the device and results charging interest at the statutory rate from the due date.
16. In order to secure the remuneration for the Company and the costs of service which has been performed on the basis of the offer, Client establishes for the Company pledge on devices owned by Client, which have been the object of service and which have been earlier handed over to the Company.
17. The Company can give the object of a pledge to a third party, which is engaged with storing things of that



**MAREL SERWIS MARIUSZ SAMBORSKI**  
Rajkowo 16, 72-005 Przecław; +48 91 48 58 388; 24hrs. line +48 607 331 555

[marel-service.com](http://marel-service.com)





nature or can store the object of pledge on its own within the time from the date of Client notification about the possibility of device acceptance after the service until the time when the remuneration and the costs of the performed service is paid.

18. The pledge indemnifies the costs of service, remuneration for the service, interest due delay in payment and costs of services and other costs related to the object of pledge.

19. Any disputes arising from the performance of the service shall be settled by the general court locally competent for the seat of the company.


20. For these GTC is applicable Polish law.

21. In matters not covered by these GTC shall apply the Civil Code and other generally applicable regulations.

22. In case of doubt in interpretation of these GTC the Polish language version is binding version.

23. Company may specify in the offer different conditions of service from those indicated in these GTC.

24. The provisions of these conditions incompatible with Article. 385 1 and subsequent Civil Code apply only Clients who are entrepreneurs.

  
DYREKTOR  
*Mariusz Samborski*  
*M. Samborski*

Signature Mariusz Samborski



**MAREL SERWIS MARIUSZ SAMBORSKI**  
Rajkowo 16, 72-005 Przeclaw; +48 91 48 58 388; 24hrs. line +48 607 331 555

[marel-service.com](http://marel-service.com)

