



TERMS AND CONDITIONS OF SALES OF MUVUS LTD PRODUCTS

1. Applicability

1. These provisions lie down terms and conditions of sale of products applicable in Muvus Ltd (henceforth referred to as Muvus Ltd.) and the contracting party, unless stipulated otherwise in the contract. In the latter case, different specific rules prevail over these rules and these rules are applicable to the extent in which they are not contrary to detailed provisions of the contract.
2. Products in the meaning of these rules constitute both delivered and installed equipment, parts and sub-assemblies constituting the offer of Muvus Ltd.
3. The sales of products are based on the terms of sales by means of sales and purchase contract.
4. Terms and conditions of sales are given to the attention and approval of the contracting party and are available on a publicly available website of Muvus Ltd. Other terms and services of sale are not binding unless they have been established by Muvus Ltd in writing.

2. Accepting obligations

1. The obligations of Muvus Ltd towards the contracting party arise only on the basis of a written contract or a written statement of Muvus Ltd. or a written order acceptance (also by electronic mail).
2. Commercial offer such as a catalogue, advertisement etc. coming from Muvus Ltd is not an offer in the meaning of the Civil Code and is not binding for Muvus Ltd.

3. Price

1. The price which the contracting party is obliged to pay to Muvus Ltd is payable by means of a bank transfer to the bank account of Muvus Ltd specified on an invoice issued by Muvus Ltd.
2. The contracting party may not retain or deduce the price determined in advance without the prior written consent of Muvus Ltd.
3. Products prices do not include insurance and transport costs unless otherwise expressly established.
4. Any costs incurred in the course of order execution, e.g. repackaging, reloading, insurance costs, bank fees and other fees and taxes applicable in the course of

order execution shall be borne by the contracting party unless the parties agreed otherwise.

5. Muvus Ltd has the right to change prices if the contracting party has made changes of the terms of order after it has been accepted, referred to in section 2.1 (e.g. change of specification, time of delivery, place of delivery etc.).

4. Payment conditions

1 .Unless the parties agree otherwise, payment shall be made in the form of bank transfer to the bank account of Muvus Ltd within 14 days following the date of invoice issuance.

2. Date of payment shall be the date on which amount due is credited on the bank account of Muvus Ltd.

3. In case of delay in payment by the contracting party, Muvus Ltd reserves the right to suspend deliveries until the hindrance, which exerts influence on the execution of agreed service, is removed.

4. In case the contracting party orders products and then fails to accept delivery, withdraws the order or any other discontinuing of the contract for reasons attributable to the contracting party, Muvus Ltd is entitled to charge contractual penalty in the amount of 30% for the standard stock items and 50% for the made to order items of gross value of partially executed order – the penalty shall be payable within 7 days from the written demand. Any prepayments made by the contracting party related to this order shall be counted against the abovementioned contractual penalty.

5. Muvus Ltd reserves the right to pursue compensation if the actual damage exceeds the contractual penalty calculated in line with section 4.4.

5. Retention of title

1. The contracting party becomes the owner of products after the payment of full amount due. Until this moment, Muvus Ltd may exercise its rights resulting from ownership as well as pursue compensation in case of damage, wear or utilization that has not been agreed.

6. Delivery and assembly

1 .The product shall be considered as released to the contracting party after it has been put at the disposal of the contracting party in the agreed place –in accordance with the provisions of the obligations referred to in section 2.1. The basis for acceptance is a bill of landing signed by the contracting party or a protocol of delivery and acceptance signed by both parties.

2. The contracting party is obliged to accept the products immediately after being notified about the possible time of release, to check if after it has been taken over and to immediately (within 7 days) notify Muvus Ltd, the carrier or the forwarding agent about any defects or inconsistencies

3. The risk of loss or damage of the products passes to the contracting party at the time they are released to the contracting party. If the contracting party fails to accept delivery on time, the risk of loss or damage passes to it at the moment it has the possibility to dispose products.

4. Unless the contracting party determines otherwise in writing, the products shall be delivered at the contracting party's costs by a forwarding company indicated by Muvus Ltd.

5. The contracting party is obliged to ensure unloading of products at the place of delivery. The costs of unloading and potential damage of products in the course of unloading shall be borne by the contracting party.

6. Order completion dates specified in the obligation referred to in section 2.1. are applicable dates. Muvus Ltd shall not be liable for any delays in delivery if the contracting party has not met payment deadlines or, if it is required, the contracting party has not made a final confirmation of agreements and products within 3 business days after receiving them.

7. Guarantee

1 .Muvus Ltd provides the contracting party with a free product guarantee. The guarantee period is 12 months after the delivery of products.

2 .Any delays in the commencement for reasons not attributable to Muvus Ltd does not extend the guarantee period in line with section 7.1.

3. The contracting party is obliged to inform Muvus Ltd about any faults or defects within 7 days after they have been discovered.

4. The obligations of Muvus Ltd by virtue of provided guarantee include only defects resulting from proper utilization of products. Muvus Ltd is not obliged to provide guarantee in case of normal wear and tear of wearing parts and defects made as a result of or in relation with changes introduced to products or their repair which has been carried out without prior written consent of Muvus Ltd. Muvus Ltd is not obliged to repair products nor provide any other services as a result of defect made as a result of the following: incorrect assembly or adjustment, exceeding technical parameters, using inappropriate media, inappropriate use and maintenance.

5. Under art. 558 of the Civil Code related to sales of products to contracting parties, provisions related to warranty for product defects does not apply.

8. Terms of use

1.The Contracting party is obliged to use products in line with their intended use, observe safety principles and undertakes to comply with all provisions and regulations related to the use of products.

9. Force majeure

1. Muvus Ltd shall not be liable for any violation of any provisions of the order as a consequence of force majeure, especially war, fire, flood, accident, strike, communication interference or changes in applicable existing laws.

10. Governing law and jurisdiction

1. Legal relationship with the contracting party is governed by Irish law, and in case of foreign contracting parties, whose registered office is located on the territory of EU, in line with the rules of European contract law.

2. Two languages shall apply to these terms and conditions on the basis of equivalence, namely English and Polish.

3. An Irish court having jurisdiction over Muvus's Ltd seat shall be competent with regard to any disputes which might directly or indirectly arise from these rules.

11. Final provisions

1. Muvus Ltd declares and the contracting party acknowledges and accepts that any technical solutions applied in products, including the stage of offer approval, are intellectual property of Muvus Ltd and are protected under law.

2. The parties undertake to hold confidential any information on the sales and operation of Muvus Ltd and the company of the contracting party

[Do you have any questions? Contact us!](#)