General Sell and Purchase Conditions

Rules and Regulations:

By purchasing our products you agree to the following Sell and Purchase Conditions.

Sell and Purchase Conditions:

- **1.** The Ordering party bears whole risk of the possession of the Purchased item since its delivery.
- 2. The Packages are sent after the transfer on the bank account or by CoD (Cash on Delivery).
- the Purchased item is sent within 3 days after the payment is entered into account
- delivery is conducted every day from Monday till Friday;
- delivery costs and time are included in the content of each Auction;
- the Ordering party is responsible to pay delivery costs.
- **3.** If the Purchased item is not subject to courier delivery the delivery costs and time are set individually.
- **4.** After the termination of the Auction, the Ordering party shall send information to the Seller regarding the payment option (either by bank transfer or by CoD) and confirm the delivery address. It is possible to collect the Purchased item in person after prior contact with the Seller.
- **5.** The Ordering party may return the Purchased item bought by the Internet within 14 days. The Purchased item shall be return in an primary condition along with a full original factory set and bearing no signs of use. To return the Purchased item, the Purchaser shall contact with the Seller by phone.
- **6.** The Customized orders prepared individually according to the Customer's criteria are not refundable.
- **7.** In case of cancellation of the Customized order, prepared individually according to the Customer's criteria, the paid deposit is not refundable.
- **8.** The Seller reserves the right to change of delivery date of the Order for reasons beyond the Seller's control like, for instance, adverse weather conditions, if such influence the Performance of Delivery.
- **9.** In case regarding the Order of the swimming pool, the Purchaser is borne responsibility for the organization of unloading as well as for the unloading costs.
- 10. For each of the Purchased item the Seller issues a receipt or a VAT invoice.

General Complaint Conditions:

- 1. The Complaints shall be submitted by letter, by e-mail or by the Complaint form available on the Seller's website and the Complaints shall be sent back on the Seller's e-mail address: info@pool-design.pl
- **2.** The Specific Terms of Warranty are set forth in the Warranty Card, attached to each of the Seller's products.

3. In case where in the process of complaint, a delivery of the Purchased item is indispensable, the Purchaser is obliged to provide the Purchased item to the Seller and the Purchaser bears all delivery costs of sending the Complained item to the address indicated by the Seller. The Warranty holder is obliged to prepare the Complained item in a way that it shall comply with basic hygienic conditions as well it should be in condition for repair – otherwise, the Warrantee (the Purchaser) bears all the additional costs of bringing the device to the state in which the Complained item fulfils the above requirements.

If the type of defect, type of product or assembly method prevents or hinders to provide the Complained item to the Seller, it is possible to inspect the Complained item on installation place, upon the payment of a refundable deposit (transportation cost) by the Warrantee. In the case of considering the complaint in favour of the Warrantee, the deposit is returned to him. The Warrantee is obliged to give access to the place where the Complained item is installed.

4. In case where the damages of the Complained item results from improper use, the Warrantor (the Seller) is not responsible for the equipment. The cost of repairs, transport and others associated with this service costs shall be borne by the Purchaser.