GENERAL TERMS AND CONDITIONS OF EL TORBA BUSINESS COOPERATION

1. The provisions of the following regulations apply to all customers using the services of the El Torba brand, which is owned by the company Detail Care Damian Hasikowski, Waclawa Wojewodzkiego 4/12 92-446 Lodz, Poland VAT PL7282698942
2. The following conditions of sale and business cooperation when placing an order are treated as well known by the customer, unless special condition have been agreed in writing.

Offer and taking orders

3. All inquiries regarding the terms of cooperation should be sent directly to e-mail biuro@eltorba.com.
4. In order to get acquainted with the company's offer and product quality, El Torba offers possibility of one-time, free sending samples of all available products. Each subsequent samples will be treated as a sale and sent at a regular price. Requests for samples should be directed to biuro@eltorba.com.
5. El Torba sells products at prices based on an individual price calculation. All prices are expressed per unit of measure (pcs, sq m etc.) in EUR.
6. If the buyer will buy in PLN, EL Torba gives this possibility.
7. Orders are accepted only in electronic form at biuro@eltorba.com. Each time the order should contain as much detail as possible, especially: type of assortment, quantity, agreed price, company name, address, telephone numbers and names of person dealing with the given order.
8. The order is confirmed by El Torba by e-mail within 1-2 business days with the fastest possible pickup date of the order.

Payments

9. Customers starting cooperation with El Torba are required to prepay the first 3 orders on the basis of a pro-forma invoice. After receiving the payment, the order is ready for processing.
10. Payment for the ordered goods is made on the basis of a invoice issued by bank transfer to the El Torba bank account, which number is indicated on the invoice.
11. Each invoice is issued with a 7-day payment deadline. Failure to meet the deadline results in the need to settle outstanding obligations and prepay 100% of the next order.
12. Longer payment terms are agreed between the Parties individually.

Completion date and delivery

13. The order is assembled as soon as possible, with the proviso that the goods must be available in the Contractor's warehouse. Otherwise, El Torba will give the approximate, fastest possible date of completing the order.
14. The purchased goods remain the property of El Torba until the payment for the goods has been fully settled.
15. All deliveries are made on ExW (Ex Works Shipping) condtions. El Torba could help in ordering transport.
16. If two or more orders are processed at the same time (from the same customer with the same shipping address), El Torba may decide to pack them in one package.

Complaints

17. The Purchaser is obliged to thoroughly check the entire goods immediately upon receipt.
18. Only products damaged or incompatible with the order are subject to the complaint.
19. The complaint should be submitted in electronic form to the e-mail biuro@eltorba.com no later than 5 days after receiving the order.
20. In case of an unjustified complaint, the customer will be charged for transport costs.
21. In case of the delivered goods do not comply with the confirmed order, El Torba is only obliged to supplement any deficiencies or to repair or replace defective goods.
22. Defects of part of the order do not entitle to claim the entire delivery.
23. Returns of goods processed in any way are not accepted.
24. Excess or deficit of up to 5% of the goods is possible and does not a basis for complaint. This provision does not apply to consumers, i.e. people who do not run a business.
25. El Torba is not responsible for temporary shortages of goods at suppliers.

Dispute settelement

26. In case of any disputes between the Parties and any discrepancies or claims, the parties undertake to cooperate in order to resolve them amicably by mutual agreement.