

GENERAL TERMS OF SERVICE (GTS)

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1. General provisions

These General Terms of Service ("GTS") define the rules for diagnostic, service, repair, maintenance and inspection services performed by ACS Adam Chudy, with its registered office at Strzelce Male 106, 97-515 Maslowice, Poland, NIP: 7722444690, REGON: 544947066, hereinafter referred to as the "Contractor".

The GTS form an integral part of each contract, order, service acceptance report or other document concerning services performed by the Contractor.

Placing an order by the Client means acceptance of these GTS, unless the parties agree otherwise in writing.

If the GTS conflict with individual arrangements between the parties, the individual arrangements prevail.

2. Definitions

Client - the entity ordering the service.

Machine - construction machine, technical equipment or attachment provided for diagnostics, repair or service.

Service - activities performed by the Contractor as part of service operations.

Service Protocol - a document confirming the scope of completed work and acceptance of the machine.

3. Acceptance and performance of orders

Orders may be placed in writing, electronically, by phone or in person.

The Client is obliged to provide information about failure symptoms, repair history and other circumstances that may affect correct diagnostics.

The Contractor performs services with due care, according to current technical knowledge and service practice.

The service completion date is indicative unless the parties expressly agree on a guaranteed date.

The Contractor is not liable for delays caused by unavailable spare parts, suppliers or manufacturers, weather conditions, additional faults requiring a wider scope of work, or other circumstances beyond the Contractor's control.

4. Diagnostics and quotation

Diagnostics is a separate service and may be charged separately.

Quotations presented before disassembly or detailed diagnostics are estimates.

If additional faults are found or work beyond the original scope is required, the Contractor will inform the Client that the repair scope needs to be extended.

Lack of Client consent for extending the scope of work does not release the Client from paying for diagnostics and service activities already performed.

5. Spare parts and materials

The Contractor may use original parts, equivalent parts, reconditioned parts or other components agreed with the Client. If parts are supplied by the Client, the Contractor is not responsible for their quality, suitability, compatibility or durability. The Contractor may refuse to install parts that raise justified concerns regarding quality or safe use.

6. Contractor liability

The Contractor is liable only for the scope of service work actually performed.

The Contractor is not liable for faults outside the order scope, hidden defects impossible to detect during standard diagnostics, natural machine wear, consequences of continued operation despite service recommendations, or failures caused by improper use or operation.

The Contractor's liability is limited to the net remuneration for the service to which the claim relates.

The Contractor is not liable for lost profits, lost revenue, downtime, contractual penalties, delayed contracts, production loss or other indirect damage.

7. Machine acceptance

After completion of work, a Service Protocol is prepared.

Signing the Service Protocol by the Client or their representative confirms performance of the service, acceptance of the machine, review of the completed work and submission of any remarks.

If the Client refuses to sign the protocol, the Contractor may record this fact in the service documentation.

No objections raised upon acceptance means acceptance of the service without remarks, subject to hidden defects.

8. Warranty and complaints

The Contractor grants a 3-month warranty for performed services from the date of machine acceptance, unless the parties agree otherwise.

The warranty covers only the scope of work performed by the Contractor.

The warranty does not apply to parts. Parts are covered by a separate warranty depending on the relevant part manufacturer's terms.

The warranty does not cover natural wear, mechanical damage, damage resulting from improper use, or failures of other components unrelated to the performed service.

The warranty expires if third parties interfere with the repaired system or machine component.

A complaint should be reported immediately after an irregularity is discovered. The Client must allow the Contractor to inspect the machine before repairs are performed by a third party.

9. Client obligations

The Client is obliged to provide safe conditions for service work.

A machine provided for service should be cleaned sufficiently to allow diagnostics and repair.

If additional cleaning is necessary, the Contractor may charge the Client for that activity.

The Client is responsible for the accuracy of information provided regarding the technical condition of the machine.

10. Remuneration and payments

Remuneration is determined according to an individual offer, cost estimate or the Contractor's applicable price list.

Unless the parties agree otherwise, the payment term is 14 days from the invoice date.

In the event of late payment, the Contractor may charge statutory interest for late payment in commercial transactions.

All costs of debt recovery are borne by the Client in accordance with applicable law.

11. Final provisions

Matters not regulated by these GTS are governed by Polish law, in particular the Polish Civil Code.

The parties will attempt to resolve any disputes arising from service performance amicably.

If no agreement is reached, the court competent for the Contractor's registered office will have jurisdiction, unless mandatory provisions of law state otherwise.

These GTS apply from 01.06.2026.