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	D02 - General Terms and Conditions of Service Provision	

1. ANODAL LIMITED LIABILITY COMPANY COMMANDITE PARTNERSHIP with its registered office at Matuszewska Street, 03-876 Warsaw, entered into the register of entrepreneurs kept by the District Court for the Capital City in Warsaw, 13th Commercial District of the National Court Register, under National Court Register No. 0000428793, having Tax ID No. (NIP) 1132316410, Statistical IP No. (REGON) 017345830 (hereinafter referred to as "ANODAL") provides services of anodising and colouring of aluminium, its alloys, mechanical and chemical treatment (passivation), hereinafter jointly referred to as "services".
2. The present General Terms and Conditions of Service Provision by ANODAL (hereinafter referred to as "GTS") apply to all Customers being an entrepreneur or putting out a service in connection with a business activity. Services provided by ANODAL for individuals regardless of their business activity are not subject to the provisions included in part 7.E – 2,5,6-10,14.
3. GTS are available on <https://anodal.pl/> (hereinafter referred to as "the website") under the tab labelled "download".
4. General Warranty Conditions are an integral part of GTS.
5. A detailed offer can be found on the website under the tab labelled "our offer".
6. Customers consent to being contacted remotely (by means of an e-mail).
7. Table of contents:
 - A. Request for offer
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Ad A Request for offer

In order to submit a request for offer in Anodal, one should complete the “order form” available on the website under the tab labelled “download”. The form should be carefully completed, supplied with a full-size technical drawing and sent to the e-mail address wyceny@anodal.pl. The form can be also completed in the customer service centre in ANODAL’s office (hereinafter referred to as “CSC”). It is possible to submit a request for offer by means of an e-mail, provided it includes all necessary data, such as:


- Name of the element, length (in case of profiles)
- Quantity (series replicability)
- Pretreatment (including re-anodisation)
- Coating thickness
- Colour
- Type and hardness of the alloy
- Surface area (conditionally)
- Technical drawing (PDF)
- Norm (in case of non-standard requirements included in the specification).

NOTE – At this stage ANODAL must be informed about a non-standard way of packing or other requirements of a Customer which might influence the price offer. If a Customer does not have information such as the type of aluminium, ANODAL completes the order at the risk and cost of the Customer (see “General Warranty Conditions”).

ANODAL should reply to a request for offer within 2 days, provided that the order includes all the necessary information.

The price offer is valid for 3 months since the moment of being sent to a Customer. Net prices presented in the price offer apply to a declared part of the material.

Orders for a quantity smaller than required in the process shall be valued according to the basic price list (in order to discuss the details please contact CSC).

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Ad B Completion of orders

After accepting ANODAL's offer, Customers report to CSC or send an e-mail to handlowy@anodal.pl with the completed order for anodising and the price offer number. It is necessary to confirm the information provided for pricing. If the data provided by a Customer are incorrect, ANODAL shall not be liable for the quality or timeliness of the service. Based on the determined information, ANODAL creates a catalogue of the product which is forwarded to ANODAL's employees responsible for completing the order. The order should include packing and quality check instructions, a drawing with highlighted visible parts as well as other information which are essential from the Customer's point of view. It is important to deliver two colour samples (range) on the basis of which the quality check department will make a suitable comparison.


At the moment of receiving an order for anodising, CSC sets the delivery date, taking into consideration the date of shipping the product to the warehouse (usually 5-14 days).

In special cases the delivery date can be brought forward or postponed, which is immediately reported to the Customer. In the case of orders for a quantity smaller than required in a single anodising process, the delivery date might be longer. This is especially true of orders for anodising and colouring with such colours as green or red as well as orders for non-standard anodising (thickness below 10 um or more than 20 um). CSC shall inform about the ensuing problem not later than 2 days after receiving the order in order to make a decision along with the Customer.

Placing an order by a Customer means that the Customer knows and accepts the offer, GTS and General Warranty Conditions, which can be found on the website under the tab labelled "download".

After registering the order in CSC, the Customer can deliver the commodity to the warehouse. The delivered details and profiles should be ready for anodising, i.e. free from excessive amounts of refrigerants, lubricants and self-adhesive protective film, the removing of which is not included in the price.

If the things delivered to the warehouse by the Customer include elements which have not been priced, the delivery date shall be prolonged by the process of pricing/creating a product catalogue.

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A warehouse worker checks if the shipped commodities comply with the order, modifies the quantity and informs about external damages. In case of any incompliance CSC contacts the customer. A high risk product requires consent signed by the Customer (Form - F01).

Ad C Quality check

Checking the quality of a raw product is not ANODAL's duty. However, if ANODAL observes any significant damages at the moment of installation, it may cease the completion of the order until the customer makes a decision.

ANODAL performs quality check of anodised products in compliance with the following norms: PN-EN ISO 2143 and PN –EN ISO 2360:2017-10.

ANODAL verifies:

- compliance of the colour with the provided model,
- coating thickness (for flat surfaces),
- leak tightness,
- overall quality of the surface.

If ANODAL observes any incompliance caused by ANODAL, the product is immediately corrected. In turn, if the faults result from material defects, the product is marked with a red label and sent back to the Customer (so-called non-compliant commodity/product). In case of material defects of a non-compliant commodity the service is realised according to the price list.

ANODAL does not bear responsibility within the scope of not more than 3% of the quantity of faulty, damaged or liquefied details of a given kind from the order¹.

Scrap is handed over along with a compliant product. In this case ANODAL does not bear the costs of producing the scrap.

¹ One single order is defined as the completion of one element/profile type of the same dimensions in a given colour and coating thickness.

If more than 3% of the material from a given order² is damaged through the fault of ANODAL, ANODAL covers the costs of purchasing the material decreased by the profits from utilisation.

Ad D Customer accounts

After completing an order CSC informs the Customer about it and determines the payment method. When it comes to new Customers, first three orders are realised in a form of the advanced payment on the basis of a proforma invoice, cash or COD parcel. As for regular Customers, it is a payment with a deferred date which is usually 14 days long. If the product is supposed to be collected by a courier, the delivery cost shall be added to the invoice.

The commodity is handed over along with the “WZ” document (WZ stands for external handing over). If there is any quantitative or qualitative incompliance, the Customer is obliged to report it to CSC and provide detailed information within 7 days. If such information is not provided within 7 days after collecting the product, it is assumed that the product has been handed over in accordance with the WZ document. After being handed over the commodity, the Customer should pay for the completed order within 14 days unless the agreement between the parties provides otherwise.

The WZ document might include the following information:


- correct product – it has passed the quality check.

- raw non-compliant product – some defects were observed before the anodising process, it has been relocated to the handing over warehouse and labelled with a red point.

- anodised non-compliant product – it has defects resulting from causes the ANODAL company is not guilty of; the Customer shall be charged for such a product (see Warranties D-01 document).

- product under revision – we have observed defects caused by ANODAL, the commodity has been relocated to the correction warehouse with a note from a technologist.

²One single order is defined as the completion of one element/profile type of the same dimensions in a given colour and coating thickness.

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- scrap – a product which cannot be corrected, the defect is caused by ANODAL. Such a product is handed over to the Customer without burdening ANODAL with the purchase costs.

- liquefied – a product which cannot be corrected, the defect is caused by ANODAL.

The entire product, regardless of its compliance or non-compliance, shall be packed in a way indicated in the order. If the order does not specify the way the product should be packed, ANODAL has a free choice.

Ad E. Additional provisions

1. ANODAL does not store the realised orders and Customers' raw products unless the conditions of the agreement with a Customer provide otherwise. The commodity should be collected within 2 weeks. If the Customer does not collect the product within 3 months following the moment of delivering the product to ANODAL, ANODAL has the right to reprocess it at the cost of the Customer.
2. ANODAL is not liable for the correctness, completeness and reliability of the information/materials provided by a Customer.
3. Customers are obliged to cooperate with ANODAL in the services provided for him by the company, in particular immediately deliver all necessary information and documents, and, if necessary, make sure to be represented by a competent representative whilst clearing up doubts.
4. Customers are responsible for the reliability, completeness and timeliness of the provided documents, data and information necessary for ANODAL to complete the order properly.
5. Within the services provided by ANODAL, the company is liable exclusively for intentional, capable actions or intentional negligence capable towards the Customer, up to the amount of the received remuneration.
6. ANODAL is not liable for incorrect and/or unpunctual service provision if it results from Customers' fault, for example when Customers have not provided all documents or information, delivered them unpunctually, issued or prepared them incorrectly, etc. Due to the above, any negative

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consequences burden the Customer. The risk of unpunctual delivery or loss of documents, information, etc. due to postal operators' actions is imposed on the Customer.

7. Customers are fully responsible for the quality, content and conformity of the provided information/materials with the actual circumstances.
8. If damage is caused by ANODAL, ANODAL shall redress the damage by making necessary corrections or eliminating deficits. The amount of damages shall not be higher than the cost of providing a given service.
9. ANODAL is liable for obligations resulting from a service being realised on the basis of GTS. In turn, it is not liable for Customers' business decisions or their lack as well as for decisions made after ANODAL's recommendations.
10. ANODAL is not liable for infringing the duties resulting from GTS if the only cause of infringement is an act of God. An act of God is defined as an occurrence or series of occurrences or circumstances which ANODAL has no influence on, which hamper or prevent the fulfilment of obligations resulting from a received order, and which ANODAL could not foresee or avert by acting with due diligence. In particular, the occurrences that can be treated as an act of God are: natural disasters (including fires, floods, earthquakes, hurricanes), implementation of acts of supreme power which must be respected under threat of sanctions (including martial law, state of emergency), military operations, acts of sabotage, general strikes or other social unrests, including public demonstrations, pandemic, epidemical threat or epidemic declared by public authorities.
11. Any notices appearing between ANODAL and a Customer are required to have a document form in order to be considered as valid. All statements must be signed by a Party, scanned and conveyed to the other Party by means of e-mail addresses. A person issuing a statement on behalf of a Customer must be authorised or represent the Customer, which must result from the Customer's register data or from the enclosed deputyship. Any deficits in this matter burden the Customer. It is surmised that people issuing declarations of knowledge or will on behalf of the Customer are authorised to assume obligations and act on behalf of the Customer.

12. ANODAL ceases the provision of a service if the Customer defaults on the payment for the first issued and overdue invoice for more than 30 calendar days.
13. ANODAL is authorised to suspend the handing over of a serviced material until the payment for ANODAL is fully settled. If the indebtedness exists for more than 90 calendar days, the serviced commodity converts into ANODAL's ownership without the necessity of issuing an additional declaration of will. ANODAL is authorised to capitalise on the commodity in order to decrease the indebtedness of the Customer.
14. GTS might be modified, which shall be announced to Customers on the website 14 days ahead. Orders accepted before the day of modifying GTS are realised according to the foregoing provisions.
15. Provisions regarding the protection of personal data are included on the website under the tab labelled "privacy policy".