

General Sales Terms

§ 1. General terms

1. The following terms are obligatory concerning all orders, contracts and offers.
2. If the following contract includes the term a "Lawn" Manufacturer, it concerns the "Lawn" Manufacturer Arkadiusz Gumieniczuk, Turowo Pomorskie 5a/2, 78-400 Szczecinek or entities that act of behalf of him.
3. Requirements different from the following requirements terms are approved by the parties only in case of its written confirmation by the "Lawn" Manufacturer.
4. All the submitted offers may be incurred with no liability depending on availableness.
5. The offers are valid at their confirmation or order confirmation.
6. The placed orders shall be confirmed by the "Lawn" Manufacturer and remain in full force and effect for the parties at placing the confirmation.
7. The sales conditions, order confirmations and other sales terms contrary to the following terms and were not explicitly approved by the parties are not obligatory for the parties.

§ 2. Prices and payment terms

1. All the prices are applicable at sales work (ex-works) without package and transport costs. All prices are in PLN net. All net prices do not include the Value Added Tax (VAT) obligatory upon the sales and it shall be added. Previous prices are no more valid upon new prices are published.
2. In case of the customer's financial impairment, "Lawn" Manufacturer reserves the right to his receivables warranty due to the established orders. In case of the customer's inaction, "Lawn" Manufacturer reserves the right to withdrawal from the contract and to compensation.

3. In case of untimely payment, statutory interests shall be claimed.

§ 3. Sending and packaging

1. Transport of the ordered lawn is at the expense and risk of the buyer. If the shipping date is delayed due to the circumstances independent of the "Lawn" Manufacturer, all the risk connected with the plants receipt delay is up to the buyer on the ready for their acceptance day.
2. Loss insurance that may result from transport shall be incorporated only in case of the buyer's wish and at his/her expense.
3. The "Lawn" Manufacturer is obliged to pack the commodity due to the established requirements.
4. Disposable packaging shall be paid by the buyer in the amount of prime costs incurred by the "Lawn" Manufacturer.
5. Reusable packaging (e.g. pallets) remain the property of the "Lawn" Manufacturer and shall be returned at the buyer's expense. In case of the return absence, the "Lawn" Manufacturer charges the buyer with the packaging cost.
6. The "Lawn" Manufacturer shall not withdraw from the contract if delivery will be on an impassable road. Unloading of the commodity is not included in delivery.

§ 4. Delivery liability

1. In case of force majeure or other events preventing the full operation of the company through no fault of the "Lawn" Manufacturer, the delivery date may be prolonged until no obstacles and the buyer shall not make claims. If for the above reasons the delivery is impossible, the "Lawn" Manufacturer is released from the obligation to deliver – in this case the buyer shall not make any claims, as well.

§ 5. Planting, rooting, care and other treatments connected with a delivered lawn

1. The buyer is obliged to apply the following regulations while placing and growing a lawn in rolls.
2. The soil on which the lawn will be placed shall meet at least the requirements of class III soil.
3. Placing the lawn on the turf is inadmissible.
4. In case the soil do not meet the above requirements, placing the lawn on the previously prepared layer of fertile soil mixed with 10% sand at the thickness of at least 10 cm is admissible.
5. The ground shall be leveled, depressions in which water might be accumulated are inadmissible.
6. The ground shall be rolled after preparations.
7. To avoid lawn damage due to ground pests the prepared ground shall be covered with the antipest nest.
8. The lawn shall be placed by placing sod strips beginning with a straight edge e.g. of the fence.
9. Lawn strips shall be placed close to each other so as they did not overlap on each other at any point.
10. Sod edges shall be cut off with a sharp knife.
11. After placement, sod shall be packed down with a roll.
12. After rolling, the placed sod shall be watered abundantly until water soaks through the lawn (rise the lawn edge slightly to check).
13. In the first week after placing sod, the lawn shall be watered every day and in another ones (until rooting) – every two days.
14. Sod rooting process is completed if it is firmly in the ground when pulled up.
15. Sod shall be watered systematically when rooted.
16. Sod shall be watered often enough to avoid withering. Withering is recognizable on the basis of darker, grey and green or yellow and green spots on a lawn and on the basis of the curling leaves.
17. Watering during lawn exploitation shall last until saturation of a structural lawn layer. Such a state is recognizable on the basis of manual recognition that a structural lawn layer is wet or on the basis of a hydrometer.
18. Sprinkling a surface layer is inadmissible – such an activity results in shortening roots and lessening lawn usability and endurance.
19. During the drought sod shall be watered every day in normal weather conditions every 2 or 3 days.
20. During the exploitation period the lawn shall be systematically fertilized.
21. The proper fertilization manner requires soil testing for nutrient content and pH level in specialist laboratories – demand for soil nutrient shall be determined on the basis of the testing and the proper fertilizer shall be dosed with accordance to the requirements.
22. Within standard soil terms the lawn shall be fertilized three times a season by multicomponent long-term fertilizers intended for lawn fertilization.
23. Fertilization shall be conducted after mowing, on the dry lawn with a fertilizer spreader, evenly and in a proper – determined by a fertilizers manufacturer - dose.
24. A fertilizer spreader shall be filled out of the lawn area to avoid lawn burnup due to the fertilizer.
25. The lawn shall be watered abundantly after fertilizer application.
26. Lawn fertilizers shall not be used during the drought.
27. Caution shall be exercised while fertilization in case of lawn diseases and parallel implementation of other chemicals.
28. The lawn shall be mowed at the height of 4-5 cm at least once a week.

29. The first mowing shall be conducted when the lawn is rooted and measures 10 cm.
30. In case of heat the lawn shall be mowed higher than in point 28.
31. The lawn shall not be mowed during rain and when it is wet.
32. Mowing shall be conducted with a properly sharpened blade. Mowing with blunt edges results in fraying the grass and increased susceptibility to diseases and overdrying.
33. Mowers and other tools used for mowing and maintenance shall be equipped with soft rubbery.
34. After mowing, swaths of grass shall be removed to avoid felt formation.
35. Should any swaths of grass or other things that might block the lawn growth were left on the sod surface, the lawn shall be raked.
36. During spring aeration shall be conducted (after mowing) involving pricking sod with a specialized tool in the amount of approximately 400-500 pricks per m². After aeration there shall be sanding conducted involving filling the aeration holes with washed dry quartz sand with a grain size 0-2mm.
37. Twice a year, once in March-April and one in September-October there shall be scarification conducted (after mowing) which is vertical cutting the sod.
38. If a lawn felt (withered grass) is 5 mm thick, it shall be removed since the felt prevents gas exchange or infiltration of fertilizers in the soil and results in shallow rooting of the grass (rooting in the felt).
39. In case the soil contained pH below 5,5, liming shall be conducted with the use of soft fertilizers containing lime. Slaked lime or quicklime is not permitted – such an activity may result in burningup the grass. With standard soil conditions liming is conducted every few years.
40. In case the soil contained pH over 6,5 acidifying fertilizers shall be applied e.g.

ammonium sulfate in the proper amount to restore the proper pH.

41. In spring rolling shall be conducted to prevent excessive soil loosening. In case of soils other than light caution shall be exercised while rolling not to cause the excessive lumping ground.
42. In case of improper lawn growth, professional advice shall be immediately organized for possible lawn disease and the expert's recommendations followed
43. While conducting maintenance procedures it is obligatory to follow the obligatory regulations for plant protection.

§ 6. Guarantee and warranty

1. The "Lawn" Manufacturer does not guarantee lawn adoption. The growth guarantee may be granted only in case of lawn placing and maintenance by the "Lawn" Manufacturer or designated by him entity under the terms of separate agreement.
2. The buyer is obliged to check the lawn directly after its opening and immediately and to report in writing visible defects and faults no later than 3 days since the delivery day. Otherwise pursuing rights of warranty is excluded.
3. To meet the deadline, a notice of defects and faults confirmed by photographic documentation must be sent.
4. The buyer is obliged to report defects and faults properly and on time.
5. In case of buying the lawn by the Buyers other than consumers (within the meaning of the Civil Code), the parties exclude the warranty for faults.
6. The ascertainment of defects and faults may be no later than placing the lawn. Placing the lawn is tantamount to approval of delivered lawn without defects and faults.

§ 7. Conclusive clause and non-transfer.

1. In case of disputes concerning the lawn quality and maintenance conditions, the "Lawn" Manufacturer reserves the right to appoint an independent expert. The parties shall not refer a case to the common court until the dispute is arbitrated.
2. The buyer has no right to transfer to his/her rights and responsibilities entitled to him/her due to the "Lawn" Manufacturer.

§ 8. The place of performance and the court of jurisdiction.

1. The place of performance due to the sale agreement is Turowo Pomorskie.
2. The court of proper jurisdiction for the "Lawn" Manufacturer is the proper court to resolve the disputes.

§ 9. Confirmation

1. The buyer confirms that the General Sales Terms were both read and understood and that he/she agrees to their validity. Resignation by the "Lawn" of the application of the General Sales Terms certain provisions does not constitute a waiver from complying with other provisions of the General Sales Terms.
2. The validity, performance and interpretation of the General Sales Terms shall be governed by Polish law.