

***POLISH AIR NAVIGATION
SERVICES AGENCY***



**Aeronautical Information Publication
GENERAL TERMS AND CONDITIONS OF
SALE**

Effective from October 2014

These General Terms and Conditions of Sale (hereinafter referred to as 'GTCS') apply to the terms and conditions of Purchase Order to be placed for Aeronautical Information Publication (hereinafter 'the Publications') which are provided by Polish Air Navigation Services Agency (hereinafter 'the Seller') .

Any change of GTC requires a commercial agreement between the Seller and the Buyer to be concluded.

The following expressions used hereinafter mean as follow:

AIRAC cycle – AIP effectiveness dates, revised every 28 calendar days;

Business Days – days Monday to Friday (except statutory holidays)

Order Form – a form prepared and provided by PANSA for the Buyers to place a Purchase Order for the Publications;

Letter of Complaint Form / Return Form - a form prepared and provided by PANSA at www.ais.pansa.pl for the Customers to complain about the Publication and return of the Publication;

Buyer – an individual or a legal entity or any other entity without legal personality purchasing the Publications;

Customer - the Buyer or other entity designated by him to whom the Publications are to be despatched or delivered;

GTCS – General Terms and Conditions of Sale;

Offer – Price List of the available Publications as issued on the Order Form;

Purchase Order –The list of Publications ticked off on the Purchase Order Form by the Buyer who specifies the ordered items by a gender and quantity (in pieces or sets) and accepts their prices.

PANSA Collection Point – the pick-up point (run by PANSA) in Warsaw, Al. Krakowska 4/6, wherefrom the ordered Publications may be collected personally;

Publication – the product of the Aeronautical Information Service;

AIP Publications – AIP Polska, AIP VFR Polska, MIL AIP Polska;

Complaint – a complaint made by the Buyer via Letter of Complaint Form / Return Form in case the received Publication does not conform to the Purchase Order or it is defected.

Seller - Polish Air Navigation Services Agency (PANSA) with its registered office in Warsaw, ul. Wieżowa 8, Tax ID (NIP) 522-283-83-21, Statistical No. REGON 140886771;

Delivery Time – time from the date of placing the Purchase Order & receiving the prepayment until the date of dispatch or delivery to PANSA Collection Point, provided that the Publications revision delivery is subject to AIRAC cycle respectively for the period of time it has been purchased;

Delivery term: ex works PANSA Collection Point

I. Placing Orders

1. The Offer is featured on the Purchase Order Form which is available at: www.ais.pansa.pl .
2. The Buyer places an order for the Publications via the Purchase Order Form. Any additional information about placing orders for the Publications, if required, is available at: www.ais.poland@pansa.pl .
3. The Buyer fills in the Order Form by:

- a. selecting the Publication;
 - b. specifying the number of copies;
 - c. selecting the delivery term and pointing out the name of the Customer, the delivery address, ID of the Buyer to be issued on the invoice;
4. After forwarding the filled-in Order Form, the Purchase Order Confirmation with the Purchase Order Number and expected time of delivery is received by the Buyer on his email address.
 5. Once the filled-in Order Form is sent by the Buyer from the website: www.ais.pansa.pl and it is received by the Seller and the amount due is credited in full on the Seller's bank account (the account number is issued on the Purchase Order Confirmation) , the Purchase Order start-up shall begin.
 6. Should any errors are given in the Purchase Order, the Seller shall call the Buyer for correction or supplement. The Buyer is obliged to revise the Purchase Order within 3 business days, otherwise the order shall be suspended.
 7. In case the ordered Publications are unavailable in full or in part, the Seller shall inform the Buyer about Purchase Order cancellation or postpone the delivery time. Then the Buyer is obliged to confirm a partial delivery or cancel the Purchase order in full by emailing into: ais.poland@pansa.pl .
 8. If the ordered Publication is unavailable and the Purchase Order is unprocessable, the Seller is obliged to refund the prepayment within 21 (twenty-one) calendar days upon receipt of the Purchase Order cancellation in full or in part by the Seller.
 9. All correspondence referring to the Purchase Order shall be forwarded to the Seller by emailing into: ais.poland@pansa.pl .
 10. Every Purchase Order is accompanied by the invoice to be despatched to the Buyer along with the Publications.

II. Publications Price List and Delivery cost

1. The Price List of Publications is featured on the Order Form.
2. All Prices of the Publications are quoted ex-works PANSA Collection Point in Polish zlotys (PLN).
3. Each price of the Publication is valid at the time of placing the Purchase Order by the Buyer.
4. The Seller reserves the right to update the Price List. In case the Price List is changed while the Purchase Order is under processing, the prices as per the Purchase Order remain binding on the date of the order placement.
5. The Buyer is obliged to settle the prepayment in full within 5 days upon placing the Purchase Order. The prepayment is settled if it is credited to the Seller's bank account which is indicated in the Order Form. Lack of payment within 5 days upon placing the Purchase Order shall result in the Purchase Order cancellation by the Seller.
6. The delivery cost shall be added to the Seller's invoice in accordance with the postage rates on the Order Form. The Purchase Order is being processed pursuant to the terms selected by the Buyer and available in the Order Form.

III. Purchase Order Processing

1. The Purchase Order is delivered by the PANSAs subcontractor to the Customer's address as specified by the Buyer.
2. Other term of delivery than available in the Order Form may be accepted provided it is agreed between the Seller and the Buyer by emailing into: ais.poland@pansa.pl.
3. The Purchase Orders for updates of AIP Polska, AIP VFR and AIP MIL Publication are being processed cyclically (as per AIRAC cycle) within the period of time they have been purchased for.

IV. Terms of payment

1. Payment is required to be settled by wire transfer only on the Seller's bank account as indicated in the Order Form.
2. Any bank charges referred to the prepayment for the Purchase Order shall be borne by the Buyer.
3. To identify a payment with the Purchase Order, the Buyer shall indicate the Purchase Order Number in the title of wire transfer, i.e.: 'AIS Publication – Purchase Order No.'

V. Complaints

1. The Buyer is obliged to check the items and quantity upon receipt of the Purchase Order Confirmation.
2. The Buyer reserves a right to complain if the received Publication does not conform to the Purchase Order or it is defected.
3. The complaint should be lodged immediately after the notice of discrepancy or defect by the Buyer and forwarded into ais.poland@pansa.pl via Letter of Complaint Form / Return Form.
4. If the Customer receives a defective Publication or the Publication does not conform to the Purchase Order, the Buyer shall send it back to: Polish Air Navigation Services Agency (PANSAs), Aeronautical Information Department, 02-147 Warszawa, ul. Wieżowa 8. The returned Publication is required to be accompanied by the filled-in Letter of Complaint/ Return. The postal costs of the returned Publication shall be borne by the Buyer. The Seller shall not accept any Collect on Delivery mail returns.
5. All complaints shall be acceptable only if submitted by the Buyer to the Seller's address: www.ais.poland@pansa.pl.
6. The complaints are investigated within 14 days upon collection of the returned Publication by the Seller. If the complaint is accepted, the incomplete or defective Publication shall be completed or replaced with a defect-free one and despatch to the Customer at the Seller's cost.

VI. Purchase Order Withdrawal

1. The Buyer reserves a right to return the Publication without giving a cause of return within 14 calendar days of the date of collection. The returned Publication must be complete and in original packing. The Publication which has been sealed against opening cannot be returned without sealing and original packing. The postal costs of the returned Publication shall be borne by the Buyer. The Seller shall not accept any Collect on Delivery mail returns.
2. The right to withdraw from the Purchase Order does not apply to the Purchase Order for Aeronautical Chart of Poland ICAO 1:500 000 – 1 customized unlaminated sheet (selected extract) that needs customization pursuant to the Buyer specifications.
3. The returned Publication is to be accompanied by the filled-in Return Form.
4. The money refund shall be made within 14 calendar days upon the collection day by the Seller. The postal costs are non refundable.

VII. Personal Data

1. When placing the Purchase Order, the Buyer approves his personal data shall be processed by the Seller for the purpose of selling the Publication and optionally for marketing related to the Seller's business activity.
2. All personal data are protected in accordance with the Act of Law of 29 August 1997 on personal data protection in a manner preventing unauthorised access.

VIII. General Provision

1. Any disputes which may arise out of the GTCS or their interpretation shall be settled in good faith endeavor by the Parties. Should a conciliatory settlement is not reached any Party shall submit to the jurisdiction of the common court appropriate to the place of the defendant.
2. The Civil Code, Act on specific terms and conditions of consumer sale and amendments to the Civil Code, Act on the protection of certain consumer rights and liability for damage caused by a dangerous product shall apply to the matters not governed by GTCS herein.
3. For institutional Buyers there is an option to purchase the Publication under the separate commercial agreement. Such a request shall be made by emailing into: ais.poland@pansa.pl or calling to: +4822 5746213.
4. The Sellers reserves a right to revise GTCS.
5. GTCS are effective from the date of publication on website: www.ais.pansa.pl.