

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

§1 GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") govern the conclusion of contracts for the sale of goods and services, the seller of which is **PROMAJST Piotr Prochasek**, with its registered office at Bukowa Street 9 Podbucze 44-348 Godów, Poland VAT no.: PL6332044924, REGON: 241470791, BDO: 000383146.
2. The GTC is an integral part of all sales contracts concluded by **PROMAJST Piotr Prochasek**.
3. These general terms and conditions are contractual regulations binding on the parties for the sale of goods and services. The parties exclude the use of other contractual models (general purchase conditions, sales conditions, contractual models, regulations, etc.) used or established by the buyer.
4. The provisions contained in these general terms and conditions may only be modified in writing on pain of nullity. The conclusion of a separate contract of sale shall only exclude the application of these GTC to the extent that it is otherwise stipulated therein.
5. Any other agreement between the parties, agreed and confirmed in writing, shall take precedence over the provisions of these General Terms and Conditions.
6. The buyer accepts these terms and conditions by placing an order for the goods.

§2 DEFINITIONS

1. **Seller**- PROMAJST Piotr Prochasek, Bukowa Street no. 9 Podbucze 44-348 Godów, Poland, VAT no: PL6332044924, REGON: 241470791, BDO: 000383146.
2. **Buyer**- an entity purchasing goods from the Seller, being an entrepreneur within the meaning of Art. 431 of the Civil Code or a consumer within the meaning of Art. 221 of the Civil Code.
3. **Goods**- products offered for sale by the Seller.
4. **Services**- services offered by the Seller.
5. **Goods made to order**- goods made to the Buyer's specifications or to meet the Buyer's individual needs.
6. **Contract**- a sales contract concluded between the Seller and the Buyer on the terms and conditions set out in this document.
7. **Business Day**- any day from Monday to Friday, excluding public holidays in Poland.
8. **Payment Date**- the day on which payment for the Goods is due.
9. **Order**- an offer to purchase products and services submitted by the Buyer in writing, sent by e-mail, containing at least: name of the ordered product, quantity, Buyer's data necessary for issuing a VAT invoice, contact data, method, date and place of collection of the ordered products.

10. **Confirmation**- the Seller's written declaration of acceptance of the order, sent to the Buyer upon its receipt, stating: the price of the goods, the total value of the goods ordered, the delivery date, place and conditions of delivery/collection and the terms of payment.

§3 ORDERS

1. Orders should be made in writing by electronic means to the e-mail addresses indicated on the website.
2. The order should include: a detailed description of the Goods, quantity, price, estimated delivery date and the Buyer's details, including VAT number (or equivalent).
3. The Seller reserves the right to confirm the order within 3 working days of receipt. Failure by the Seller to confirm the order shall constitute a rejection of the order. Written confirmation of the order means that the Seller has received the order and accepted it for execution. The Buyer's placing of an order does not bind the Seller, and the absence of a response from the Seller does not imply tacit acceptance of the order.
4. Cancellation of the order by the Buyer shall be permitted only in exceptional cases and after prior written agreement with the Seller on the conditions for cancellation of the order. The Seller reserves the right to charge the Buyer for the actual costs incurred up to the time of cancellation, not to exceed the value of the order.
5. The Buyer has no right to cancel an order for goods made to order, i.e. goods made to the Buyer's specifications or intended to meet the Buyer's individual needs (e.g. flags).
5. The Seller may withhold the execution of the sale in the event of doubt as to the veracity of the information contained in the Buyer's documents.
6. If the seller's inability to perform is due to force majeure, the Buyer shall not be entitled to claim damages for non-performance or delayed performance of the contract. Events considered as force majeure include, but are not limited to, fire, strike, embargo, suspension of currency transfers, energy restrictions.

§4 PRICES AND PAYMENTS

1. The prices of the goods are specified in the Seller's offer and are expressed in Polish zloty (PLN) or euros (EUR), unless otherwise agreed by the parties. The prices quoted by the Seller are always net prices, to which are added the VAT at the rate in force on the day of issuing the invoice. Unless otherwise agreed, EXW delivery terms (INCOTERMS 2010) shall apply.
2. The Buyer shall be obliged to make payment within the period indicated on the pro forma invoice or the invoice, unless the parties agree otherwise in writing.
3. The date of payment shall be the date on which the payment is credited to the Seller's bank account specified on the invoice.
4. In the event of a delay in payment, the Seller shall be entitled to charge the statutory interest for delay in commercial transactions in accordance with the Act of 8 March 2013 on payment terms in commercial transactions.
5. Failure to pay the amount due within the period specified on the invoice entitles the seller to suspend delivery of the goods and the execution of orders already accepted. The Seller may make the execution of a new order placed by a Buyer who is in arrears with payments or who pays invoices late subject to the payment of an advance on the Buyer's new order.
6. The Seller reserves the right to change the prices of the Goods, of which it will inform the Buyer immediately. New prices will be effective from the moment of their introduction and will not apply to orders accepted for execution prior to their change.
7. The Seller reserves the right of ownership of the goods sold, which means that the Seller is the owner of the goods until full payment for the goods received and other obligations arising from the sales contract, regardless of the place of storage.

§5 DELIVERY

1. Delivery dates are specified in the order confirmation.
2. The Seller shall not be liable for delays in delivery due to reasons beyond the Seller's control, including force majeure, acts of government, strikes, riots, etc.
3. The risk of loss or damage to the Goods shall pass to the Buyer on delivery of the Goods to the carrier or other person appointed for delivery.
4. Delivery costs shall be borne by the Buyer, unless otherwise agreed between the parties.

§6 COMPLAINTS

1. The buyer has the right to make complaints about the quality or quantity of the goods within the period specified in the warranty conditions.
2. Complaints must be made in writing, together with proof of purchase and a detailed description of the defect.

§7 WARRANTY

1. The Seller warrants the Goods for the period specified in the Warranty Conditions.
2. The warranty conditions are set out in a separate warranty document.

§8 CONFIDENTIAL INFORMATION

The Buyer may not, without the Seller's consent, disclose to third parties any knowledge or information obtained as a result of business contacts with the Seller in matters covered by trade secrets.

§8 LIABILITY

1. The Seller shall not be liable for any indirect or consequential loss or damage or loss of profit arising from the use of the Goods, unless such loss or damage has been caused intentionally by the Seller.
2. The Seller's liability is limited to the value of the goods purchased.

§10 PROTECTION OF PERSONAL DATA

1. The Seller processes the Buyer's personal data in accordance with the applicable legal provisions, in particular the Act of 10 May 2018 on the Protection of Personal Data and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).
2. Detailed information on the Seller's processing of personal data can be found in the Privacy Policy available on the Seller's website.

§11 FINAL PROVISIONS

1. The parties shall endeavour to settle amicably all disputes arising in connection with the performance of contracts covered by these terms and conditions. If amicable settlement is not possible, the dispute shall be submitted to the competent court at the Seller's registered office, unless the parties agree otherwise.
2. These GTC shall be governed by Polish law.

3. In matters not regulated by these Terms and Conditions, the relevant provisions of the Civil Code and other applicable legal acts shall apply.
4. The Seller reserves the right to introduce changes to these GTC. Amendments shall come into force on the date of their publication on the Seller's website and shall apply to orders placed after that date.