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# GENERAL SALES TERMS & CONDITIONS (GSTC)
# CDA POLSKA
SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SP. K.
WITH REGISTERED OFFICE IN WROCŁAW

## DEFINITIONS

1. **GSTC** – these General Sales Terms & Conditions; they shall be an integral part of all agreements concluded between the Seller and the Buyer.
2. **Order** - a declaration of will of the Buyer determining: type and quantity of products included in the assortment at the moment of order placement, place of product handover and data of the Buyer - constituting submission of an offer for agreement conclusion by the Buyer to the Seller.
3. **Agreement** - a product sale agreement concluded between the Buyer and the Seller or a specific task agreement including the service of the Seller.
4. **Parties** - both parties to the Agreement, the Buyer and the Seller.
5. **Seller** - CDA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa with registered office in Wrocław (53-608) at ul. Robotnicza 60, entered in the Register of Entrepreneurs kept by the District Court for Wrocław Fabryczna, 6$^{th}$ Commercial Division of the National Court Register, under number 0000491876, Tax Identification Number (NIP): 895 180 22 52, Statistical Number (REGON): 932951188.
6. **Buyer** - an entrepreneur, i.e. a natural person running business activity, a legal person and an organisational unit not having legal personality, which is granted with legal capacity by the Act.
7. **Products** - movable objects, goods available in the online shop, which are to be sold under a sale agreement between the Seller and the Buyer.
8. **Account** - a set of resources in the ICT system of the Seller, in which the data of the Customer is being gathered, including the information on the placed Orders, marked with an individual name.

## PRELIMINARY PROVISIONS

### § 1

1. These GSTC determine the types and the scope of the provided services, the principles for provision of these services as well as the terms & conditions of conclusion and termination of the sale agreements.
2. Upon commencement of the activities aimed at usage of the services of CDA Polska, every Buyer shall be obliged to observe the provisions hereof.
3. Acquaintance with the GSTC and acceptance of their provisions at the time of Order placement shall be a condition for placement of the Order.
4. CDA Polska conducts sales of the Products on the area of Poland and in other countries of the European Union.
5. The offered Products shall be new and free from legal defects.
6. Provisions of the following Acts shall be applicable to the issues not governed herein:
   - Electronic Service Provision Act of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended),
   - Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).

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# PURCHASE PROCEDURE

## § 2

1. After completion of Order picking, before acceptance of the Order the Buyer shall receive information on the price of the ordered Products.
2. Order placement by the Buyer shall mean submission of an offer for conclusion of the sale agreement for the goods being the subject of the Order.
3. Every Order shall be confirmed by the Seller within maximum 3 working days from Order placement through sending of an e-mail to the Buyer to the e-mail address indicated in the Order. The confirmation shall mean that the Order has been received and accepted by the Seller and that the agreement between the Buyer and the Seller has been concluded. Lack of Order confirmation within the time limit indicated above shall mean that the agreement in the form resulting from the Order has not been concluded.
4. The confirmation shall contain detailed information on the Order, including information on the Buyer, on the Products and on the Order realisation date.
5. The Seller shall be entitled to check the data provided by the Buyer. In case of any doubts as to reliability of the provided data, the Seller may refrain from Order realisation by the time of their clarification. The Seller shall inform the Buyer on such situation immediately and upon their request shall return the due amount paid already on account of the price.
6. If after placement of the Order by the Buyer it turns out that realisation of a part of the Order is not possible, the Seller shall inform the Buyer on this fact immediately to the e-mail address indicated in the Account, proposing changes or supplementations. In such case, the Buyer may cancel the Order in the part, in which realisation is not possible, or cancel the placed Order in its entirety, informing the Seller thereon via e-mail to the e-mail address: **m.czajka@cdapolska.pl**. By the time of acceptance of the changes, the Order shall not be realised. Lack of information of the Buyer on cancellation of the Order in the entirety or in a part within 3 days from the date of receipt of the information from the Seller shall be treated as resignation of the Buyer from the Order in its entirety.
7. In the case determined in point 8, if the Buyer has already paid for the ordered Products in advance, upon the request of the Customer sent to the e-mail address: **m.czajka@cdapolska.pl** the Seller shall immediately return the paid price to the Buyer when the Buyer cancels the Order in the entirety or in a relevant part in case when the Order is realised partially. The payment shall be returned with the use of the same method of payment as the one used by the Buyer.
8. These GSTC exclude application of art. 661 § 1-3 of the Civil Code, which the Buyer consents to.
9. In case of purchase of the Products imported solely for the Buyer, payment of an advance payment in the amount of 30% of the Order value shall be the condition for Order realisation. The advance payment shall be paid upon Order placement. In case when the sale agreement is not realised due to fault of the Buyer, the advance payment (or its part in case of realisation of a part of the Order) shall be credited towards the costs incurred by the Seller for the purposes of Order realisation. On the other hand, in case when the sale agreement is not realised due to fault of the Seller, the advance payment shall be returned to the Buyer within 14 days from the date, on which the sale agreement should have been realised.

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## § 3

1. The Order realisation date shall be agreed upon with the Buyer individually depending on the type and volume of the Order.
2. The place of handover of the goods shall be the warehouse of the Seller in Wrocław at ul. Robotnicza 60 and branches of the company in Gdynia, ul. Morska 306 A and in Warsaw, ul. Łodygowa 25, or other places indicated by the Seller in the Order realisation confirmation.
3. Transport of the goods to the warehouse of the Buyer shall be performed via a carrier dealing with the transport of the objects of this type, at cost of the Buyer, according to a separate valuation.
4. The Seller shall provide the transport of the ordered goods to the warehouse of the Buyer, at cost of the Seller, solely in the situation when such obligation of the Seller results from the content of the offer of the Seller or from the Order realisation confirmation prepared by the Seller.
5. The goods may be picked up also via own transport of the Buyer or via the transport of the carrier of the Buyer or personally in the warehouse of the Seller.
6. The moment of provision of the goods to the Buyer or to the representative of the Buyer or the moment of entrustment of the goods by the Seller to the carrier for the purposes of delivery of the goods to the Buyer shall be considered as the moment of handover of the goods (or their part). The goods issue note or another document confirming the handover of the goods, prepared by the Seller, shall be the document confirming the handover of the goods.
7. In case of a failure to pick up the goods on the determined date, the Seller or the carrier shall accept the goods into storage at cost and risk of the Buyer.
8. In case when the Seller provides the transport, the carrier shall be entitled to refuse to arrive at the unloading place if there is a risk of occurrence of a damage of the goods or of the means of transport. In such case, the carrier may request from the Buyer a written representation on acceptance of full legal and financial liability for the potential losses of the carrier or for the damage of the transported goods. In case of a refusal of the Buyer to make such representation, it shall be considered that the Product has arrived at the indicated place on time.
9. If the impossibility of the Seller to effect any performance has been caused by force majeure which cannot be prevented by the Seller in spite of exercising of due diligence, regardless of the fact whether the force majeure affects the Seller or the Buyer, the Buyer shall not be entitled to any claims for remedy of the loss resulting from non-performance or untimely performance of the Agreement. The Seller shall be obliged to inform the Buyer immediately on the events which have caused the impossibility to realise the Order. The term ‘force majeure’ for the purposes hereof shall be understood as an external event, beyond control of the Parties, unforeseeable and unpreventable, and in particular such event as a natural disaster, acts of legislative or executive authorities, disturbance of social life, in particular disturbance in the functioning of the plant of the Seller, strikes, road blockades, etc.
10. In case of a withdrawal from the sale agreement for non-standard Products, the Seller shall be entitled to charge a contractual penalty in the amount of 100% of the price of the given goods.

## § 4

1. The price shall not include the packaging protecting the goods against transport damage.
2. The payment for the goods shall be made via bank transfer to the bank account of the Seller and within the time limit indicated in the VAT invoice.

3. In case of a delay in payment, the Seller shall be entitled to the maximum statutory interest for each day of the delay.
4. The date of crediting of the bank account of the Seller shall be considered as the date of payment.
5. Payment of the sale price via a deduction or application of the retention right shall be excluded.
6. In case of a delay of the Buyer in payment of the price for the previous purchase, the Seller reserves the right to suspend the handover of the next batch of the goods to the time of payment of the overdue amounts by the Buyer, informing the Buyer on this fact in advance. The Buyer waives any claims connected with the non-delivery of the next batch of the goods.
7. The goods shall remain the property of the Seller to the date of payment of the full price together with the potential default interest by the Buyer.

## LIABILITY
## § 5

1. The Seller provides services solely to the Buyers being entrepreneurs; the Seller reserves that it shall not be liable for any losses occurring as a result of a failure to observe the delivery date or a failure to deliver the goods. In particular, it shall not be liable for breaks in manufacture, loss of profit or indirect losses, occurring as a result of a failure to deliver proper goods in the given time or of delivery of the goods which have turned out to be defective and thus, the necessity to lodge a complaint about them has occurred. The occurring losses may not be a basis of the claims against the Seller.
2. The liability of the Seller on account of the statutory warranty shall be excluded.

## GUARANTEE
## § 6

1. The Products offered by the Seller shall be covered with a guarantee according to the principles determined in this paragraph.
2. The Seller grants 24-month quality guarantee for the goods calculated from the VAT invoice issue date, however not earlier than from the date of handover of the goods to the Buyer or passing of the risk of accidental loss or damage of the goods to them.
3. The Seller shall bear guarantee liability solely for the quality of the material and workmanship as well as for the quantity of the delivered goods being compliant with the Agreement.
4. The Seller shall not bear liability on account of the quality guarantee if the defectiveness results from improper and undue application of the goods as well as improper use of the goods, their improper storage, warehousing and movement as well as installation, assembly and maintenance, also the one performed by a third party. The defects and damages being a consequence of fortuitous events, mechanical damages, unauthorised repairs, modifications and structural changes, shall not be subject to the quality guarantee as well.
5. Immediately after the handover of the goods, the Buyer should inspect the properties and the quantities of the goods; the goods should be inspected not later than within 3 days from the date of receipt of the goods by the Buyer; in case of personal pick-up of the goods, the Buyer or their representative shall be obliged to inspect the goods upon their pick-up.
6. The goods that have been picked up by the Buyer without any objections shall be considered as goods being compliant with the Order.

7. The complaints relating to the quantity of the goods should be lodged to the Seller in written form within 3 working days from the date of receipt of the goods by the Buyer.
8. The complaints relating to the quality of the goods should be lodged to the Seller in written form within 7days from the date of pick-up of the goods by the Buyer, together with an accurate description of the noticed defect.
9. The complaints relating to the quantity and quality of the goods may be sent via e-mail to the e-mail address: **m.czajka@cdakcesoria.pl**, with the reservation that effective lodging of the complaint in this form shall take place at the moment of receipt of a confirmation of acceptance of the complaint from the Seller.
10. The complaints lodged after the expiry of the time limits determined in this paragraph or in violation of the principles determined in this paragraph shall not be accepted and the claims of the Buyer shall expire.
11. The Buyer shall be obliged to deliver the goods to the premises of the Seller via a courier indicated by the Seller.
12. The Buyer shall be responsible for sending of the goods being properly packed and protected, complete and cleaned, to the Seller.
13. The Seller shall be obliged to examine the complaint and to notify the Buyer of the manner of its examination within 14 days from the date of receipt of the subject of the complaint. If examination of the complaint requires the Seller to use any third-party services, the time of examination of the complaint shall not include the time of performance of the services by the third parties or the time necessary for due performance of other necessary obligations by the Buyer. Ineffective expiry of the time limit indicated in this clause, subject to the preceding sentence, shall be synonymous with acceptance of the complaint for examination by the Seller.
14. Before the Seller examines the complaint, it may send new Products of the same type as the ones being the subject of the complaint to the Buyer. The new Products shall be sent to the Buyer together with the VAT invoice including the price of these Products. In case of acceptance of the complaint of the Buyer, the Seller shall correct the VAT invoice for the new Products which shall then constitute a replacement of the goods being the subject of the complaint with the new ones. In case of lack of acceptance of the complaint by the Seller, the Buyer shall be obliged either to make the payment for the new Products or to return them in an unimpaired condition.
15. In case of acceptance of the complaint claims by the Seller, both upon the takeover of the goods and in the course of the guarantee term, in case of occurrence of a physical defect of the goods liability of the Seller on account of the quality guarantee shall consist solely in the obligation to perform the repair of the goods and in case of lack of the possibility to perform the repair - in replacement of the defective goods with the same quantity of the defect-free goods. Any further-reaching claims shall be excluded.
16. The defects of a part of the delivered goods shall not authorise the Buyer to question the entire deliver.

## PERSONAL DATA PROTECTION

## § 7

In compliance with art. 13 section 1 and section 2 of the General Data Protection Regulation of 27 April 2016 (hereinafter: GDPR), the Controller of your personal data is CDA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa with registered office in Wrocław ( 53-608) at ul. Robotnicza 60, entered in the Register of Entrepreneurs kept by the District Court for Wrocław Fabryczna, 6th Commercial Division of the National Court Register, under number 0000491876, Tax Identification Number (NIP): 895

180 22 52, Statistical Number (REGON): 932951188. The detailed information on the type of the personal data collected by the personal data controller, on the purpose of personal data collection and on the rights of the Buyer connected with Provision of their personal data is included in the Privacy Police found on the website: www.cdapolska.pl.

## CONFIDENTIALITY

## § 8

1. The Buyer and the Seller undertake not to disclose, not to provide and not to use any technical, technological, commercial or organisational information obtained in connection with the mutual commercial cooperation, in particular the one relating to the content of the Agreement. The Buyer also undertakes not to provide the data obtained in connection with the use of the Account to any third parties as well as may not use and process the obtained data for any other purposes than the ones connected with purchasing in the online shop.
2. The confidentiality obligation shall be valid in the term of the Agreement and for the period of two years from its expiry.
3. The Seller shall be entitled to charge the Buyer with a contractual penalty in the amount of EUR 5,000.00 for every violation of this confidentiality obligation.

## OTHER PROVISIONS/FINAL PROVISIONS

## § 9

1. The Seller reserves the right to short-term technical breaks in the access to the website caused by maintenance or update of the data on the server.
2. The photos and other graphic elements inserted on the websites shall be the property of the Seller. Any use of them shall require obtaining of a consent of the Seller.
3. The colours of the products from the photos on the website of the Seller may slightly differ from the actual ones.
4. These provisions of the GSTC shall be applicable to all sale and supply agreements concluded by the Seller.
5. In case of any discrepancies between the content of the Agreement concluded by the Seller with the Buyer and these GSTC, the provisions of the Agreement shall prevail.
6. Within the limits set by the absolutely applicable legal provisions, the invalidity of any part of the GSTC shall have no effect on the validity of their remaining part. In case of occurrence of such situation, the Parties shall replace such provisions with valid provisions having the same economic effect.
7. Provisions of the Civil Code shall be applicable to the issues not governed by the Agreement and by the GSTC.
8. Any potential disputes occurring within performance of the Agreement shall be settled by a common court having jurisdiction over the registered office of the Seller.

## §10

1. The GSTC shall enter into force as of 02 January 2018.
2. The Polish law shall be the governing law for these GSTC.

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3. The GSTC may be changed at any time. Information on the content of the changes of the GSTC shall be posted immediately on the website.
4. The changes shall enter into force as of the date of their publishing on the website and shall not apply retroactively.