

GENERAL TERMS of SALE - Giżycko, dn. 21.10.2021

§ 1 General Provisions

1. Present General Terms of Sale hereinafter referred to as GTS determine the terms of realization of the sale agreements where the seller is Polamp sp.z.o.o. placed in Giżycko, Poland.
2. For the purposes of GTS, the terms used in its body mean:
 - 1)The Seller - POLAMP sp. z o.o. Giżycko, ul. Przemysłowa 1, 11-500 Giżycko, KRS 0000187678, NIP 845-16-59-142;
 - 2)The Buyer - corporate entity, an organizational unit without legal personality, a natural person running a business.
3. GTS are an integral part of any sale agreements signed between the Seller and the Buyer including agreements of a written order.
4. Any distinct written arrangements between the parties have precedence over GTS.
5. GTS are available for The Buyer before signing the agreement on the Sellers website <http://www.polamp.com/> or in his residence in a written form.

§ 2 Agreement conclusion

1. Informations and photos of the product in materials, folders and pricelists are informative and do not constitute a commercial offer within the meaning of Polish Civil Code art. no. 66 and 543 even if priced. Publications of the products that the Seller provides are strictly informative.
2. The agreement is active on condition that the buyer orders the goods and the seller confirms the order via e-mail, fax or in a written form. Written order confirmation means that the seller accepted the order and started the realization process. Placing the order by the buyer does not bond the seller to realize it as well as no response from the seller does not mean tacit agreement.
3. Placing the order is tantamount to acceptance of GTS.
4. Withdrawal from the order after the agreement has been signed is unacceptable. In case when the buyer refuses to collect the goods or when the buyer files a waivers clause, this date is considered as the goods issue. The date of informing the buyer that the goods are ready to be collected is also considered as the goods issue. In both cases it is understood that the agreement and the order have been carried properly by the seller. In case of not collecting the goods within 3 months, the buyer agrees on disposal of the goods at his cost.

§ 3 Complaints and responsibility of the seller

1. Complaints regarding non-compliance of the goods with the contract (concerning the quality or the amount) The Buyer shall place in a document form via e-mail or scan.
2. The Buyer shall make a complaint 3 days from the delivery of the goods or in case when the defect has been discovered, 3 days from that date.
3. Making a complaint does not exempt the Buyer from payment for the goods in the stated deadline. Making a complaint does not cause a dispute over a payment obligation for the goods received in given date.
4. The Seller does not accept the return of the goods delivered contractually.
5. The Seller shall not be liable to the Buyer if the item is sold with natural or legal defect.
6. The Seller shall not be liable to the Buyer for his lost profits.

§4 Additional provisions

In case of delivering the goods via courier company, The Buyer shall immediately check the goods' compliance with the contract. The Buyer is obliged to check the condition of the package, the amount and the quality of the goods. If the goods are damaged or inconsistent with the contract, the Buyer shall immediately inform the courier and the Seller about this fact and write non-compliance protocol. The Seller reserves the right to check the non-compliance of the goods in the place of delivery.

§ 5 Final provisions

1. Present terms and conditions as well as obligations arising are subordinate to polish law and should be interpreted according to it.
2. In case of legal dispute between the Seller and The Buyer, the decisive court of law in this case will be the court of general jurisdiction appropriate due to the Seller's legal address.
3. The Seller is the administrator of the Buyer's personal data obtained via signing the agreement. Information clause (art.13 RODO) is available on the Seller's website in the section Documents.