



GENERAL TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale (hereinafter referred to as "T&C") define the rules for concluding contracts for the sale of goods of AS CROP Sp. z o.o. seated in Poznań 60-779, Skryta 10/3 Street, entered into the National Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000505430, NIP: 9721249007, REGON: 302700117.

§1 GLOSSARY

The terms used in the Terms and Conditions of Sale have the following meaning:

T&C – present Terms and Conditions of Sale, define the rules for concluding contracts for the sale of Goods.
The Seller – AS CROP Sp. z o.o. seated in Poznań 60-779, Skryta 10/3 Street, entered into the National Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000505430, NIP: 9721249007, REGON: 302700117
The Buyer – Entrepreneur that buys Goods from the Seller.
The Entrepreneur – an entity that runs business or professional activity on its own behalf, concluding Agreement and/or placing Order in connection with this activity, as well as a farmer (registered or not), who runs an agricultural holding or other business activity related to farming, plant cultivation or breeding.
The Parties – the Buyer and the Seller.
Payment term – the day on which the payment for the Goods becomes due.
The Goods – movables, services, goods to be sold under a sales contract between the Seller and the Buyer, including in particular fertilizers and other products that are currently offered/produced by the Seller.
The Order – an offer to purchase the Goods submitted by the Buyer in writing, delivered in person, by letter, courier, fax, e-mail, phone or using order form pursuant to a form in Appendix no 1 to T&C, that includes at least name of the ordered product, quantity, the Buyer's data (necessary to issue a VAT invoice) and company data, contact details, email address, method, date and place of shipping of the ordered Goods.
Order Confirmation – a written statement of the Seller on the acceptance of the Order, submitted to the Buyer after its receipt, specifying at least the price of the goods, the total value of the goods ordered, the date of completion, place and terms of shipment / collection and the method of payment.
The Agreement – any contract on the basis of which the Seller delivers goods or provides services to the Buyer in the field of Goods, including order, sale, delivery contracts.

§2 GENERAL PROVISIONS

T&C constitute an integral part of all Agreements / Orders concluded by the Seller and apply to all purchases of the Goods and their delivery to the Buyer by the Seller.
 T&C are available to the Buyer before placing the Order and / or concluding the Agreement in writing at the Seller's premises or on the website.
 The provisions of T&C apply to all Agreements and Orders for the purchase of Goods concluded with the Seller. In the event of any discrepancies arising from the Agreements / Orders and the T&C, the provisions of the Agreements / Orders shall prevail.
 The T&C bind the Buyer upon submission (in writing or by e-mail) of the Order for the purchase of Goods or conclusion of the Agreement.
 The provisions of T&C may only be changed in writing under pain of nullity.

§3 ORDERS

The Buyer's Order should contain the following data and commercial arrangements:
 Name and surname,
 Name of the company with its seat address,
 NIP or equivalent,
 Phone number,
 Email address,
 Address for service,
 Item's name or /ub alphanumeric symbol from the offer
 Quantity of the Goods,
 Method of shipping,
 Method of payment.
 The Order Form to be filled in by the Buyer is available at the Seller's office.
 Any commercial arrangements between the Parties relating to the sale of the Goods shall, under pain of nullity, find a written confirmation in the Order and / or in the Order Confirmation. A paper document, fax or e-mail sent by the Seller to the Buyer shall be considered a written confirmation.
 Written confirmation of the Order means that the Seller has received the Order and accepted it for execution. Placing an Order by the Buyer does not bind the Seller, and the lack of his response does not mean tacit acceptance of the Order.
 Any corrections to the Order must be mutually agreed and expressly confirmed by the Parties in writing, in the manner described in paragraph 3, under pain of nullity.
 The Seller is not responsible for any mistakes made by the Buyer in the Orders or changes to the Orders.
 The Seller may withhold the sale or terminate the contract with immediate effect in case of doubts as to the accuracy of the data contained in the Order or the Buyer's financial

condition.
 Cancellation of the Order by the Buyer is allowed only in exceptional situations, with the consent of the Seller, after prior agreement of the terms of cancellation with the Seller, no later than 3 days (in words: three days) before the planned delivery. The Seller reserves the right to charge the Buyer with the actual costs incurred until the cancellation.
 Information posted on the Seller's website, catalogs, brochures, leaflets, advertisements and other publications - do not constitute an offer within the meaning of the Polish Civil Code, even if they include a price.

§4 FORCE MAJEURE

If as a result of circumstances beyond the control of the Seller - (Force Majeure), an example of which is: fire, war, government decision, strike, insurrection or riot, energy limitations, collapse or fluctuations in the prices of Goods, transport difficulties, epidemic, state of emergency, the Seller's ability to perform the delivery or the Buyer's ability to collect the delivery will be difficult, the Seller has the right to unilaterally cancel the Order and terminate the obligations of the Parties in whole or in part.
 The Parties consider the circumstances equivalent to the actions of Force Majeure events that may occur in the Seller's enterprise, such as serious failures of machinery and equipment, interruptions in the delivery of Goods and similar technical events, independent and unforeseeable by the Seller, excluding technical events related to the process delivery.
 The Buyer shall not be entitled to any claim for compensation for damage resulting from non-performance or untimely performance of the Agreement.
 Each Party is obliged to immediately notify the other Party of the occurrence of Force Majeure.

§5 TIME OF DELIVERY

The ordered Goods will be delivered by the Seller to the address indicated by the Buyer.
 The Seller shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims due to delivery errors or delays, arising during transport or caused by the operation of a logistics operator, carrier or forwarder.
 The delivery dates are the dates specified in the Order Confirmation and mean the date of delivery of the Goods to the delivery address indicated in the Order.
 The time of receipt of the ordered Goods consists of: the time of order fulfillment by the Seller (completion, form of payment, issuing a sales document, packing and shipping) and direct delivery time depending on the method of delivery chosen by the Buyer.
 Shipment of the Goods takes place, as a rule, within 15 days from the moment of confirmation of placing the Order. In the event of a delay in shipment, the Seller will inform the Buyer by e-mail or by phone, indicating a new shipment date. Shipment of Goods made on an individual order takes place within the time limit set by the Parties and depends in particular on the availability of the Goods, the production process, the Seller's waiting time for the Goods, etc.
 Delivery dates resulting from the arrangements between the Parties may change in the event of events for which the Seller is not responsible or which do not result from the Seller's culpable actions. In such circumstances, the Seller shall not be liable for delays in the delivery of the Goods.
 In the event of a threat to meet the delivery date, about which the Seller is aware, the Seller shall immediately notify the Buyer (fax, e-mail, telephone) indicating the expected duration of the delay and the reason for its occurrence, unless the cause of the delay in delivery is Force Majeure in the meaning of § 4 of the T&C.

§6 DELIVERY

The Buyer who is an Entrepreneur is obliged to check the compliance of the delivered Goods with the Order immediately after receiving the Goods. He is obliged to check in particular: the condition of the shipment, as well as the quality, quantity and range of the delivered Goods, and immediately (i.e. no later than 3 business days) to report any reservations in this regard to the carrier and the Seller by drawing up an appropriate protocol of non-compliance. The Seller is not responsible for any damage to the Goods caused during transport.
 The prices of delivery of the Goods depend on the delivery method chosen by the Buyer:
 for deliveries in Poland
 for foreign deliveries
 and on the total weight of the Order. If the entire Order is sent in one shipment (the weight of the Goods is up to 30 kg), the Buyer bears one delivery cost. An order weighing more than 30 kg may be divided into packages or delivered on a pallet, depending on the size, technical capabilities, availability of the pallet and the Buyer's preferences. The Seller reserves the right to choose the method of delivery corresponding to the type of shipment, its weight and its dimensions.
 The table shows the transport costs depending on the weight and size (dimensions) and the place of delivery

Transport type / Transport costs
 Transport of a package up to 30 kg - in Poland 22 zł netto for each package
 Transport of a package up to 30 kg - foreign shipment 800 zł netto for each package
 Transport on a pallet - in Poland 160 zł netto for each pallet
 Transport on a pallet - foreign shipment (price given on request)

Additional information:
 * The pallet applies to large-size parcels weighing more than 30 kg, or those that cannot be separated into individual parcels.
 * After placing the Order, the Seller contacts the Buyer to determine the method and costs of transport.
 * The prices given are indicative and may be individually agreed and specified in the Order Confirmation.

The choice of the delivery option is not binding for the Seller. Each time, the Buyer will contact the Seller to determine the costs of transport, depending on the type of Goods, its

weight and dimensions (package / pallet).
 The delivery of the ordered Goods is considered to be made at the time of receipt of the Goods by the Buyer.
 If the Buyer, after checking the delivered Goods, finds quantitative or qualitative non-compliance with the Order, he makes a written annotation on the delivery document and immediately informs the Seller about the situation in order to determine the further course of the procedure. Complaints about the Goods should be sent by e-mail to the address [info@ascrop.pl].
 If the Buyer is delayed with the receipt of the delivery or in the case of non-acceptance of the Goods by the Buyer, in the absence of earlier withdrawal from the contract, or in the absence of the Buyer on the day of delivery, or in the event of other obstacles on the part of the above-mentioned The Buyer (canceling / changing the Order after the shipment date), the Seller may charge the Buyer with the actual costs incurred, including storage, transport, etc. In the case of the Buyer who is an Entrepreneur, the Buyer will be charged by the Seller with the above-mentioned in cases, costs in the flat-rate amount of 30% of the value of the Order (handling fee) and the costs of re-delivery, if any.
 In the event of a delay in collecting the Goods by the Buyer, the rules set out in § 3 sec. 6 and 7 apply.

§7 TERMS OF PAYMENT

The payment date is specified in the Order and /or Order Confirmation and /or marked in the content of the VAT invoice or bill and is counted in days from the date of issuing the VAT invoice or bill.
 The prices given to the Buyer by the Seller, accepted by the Buyer and entered in the Order Confirmation, are valid for the duration of the given Order.
 The day of payment shall be the date when the full payment for the Goods is credited to the Seller's bank account specified in the invoice or the day when the full price for the Goods is paid upon receipt.
 If the Buyer fails to make the payment within the prescribed period, the Seller is entitled to charge statutory interest for each day of delay in payment in the amount of interest for delay in commercial transactions.
 Failure to settle the amount due within the time limit specified in the invoice shall entitle the Seller to interrupt the delivery of the Goods and suspend the execution of already accepted Orders. The Seller may make the execution of a new Order placed by a Buyer who is in arrears with payments or pays invoices untimely on the advance payment for a new Buyer's Order.
 Unless the Parties agree otherwise, in writing, under pain of nullity, payment for the Ordered Goods shall be made without any deductions or compensation for mutual claims. Filing a complaint does not release the Buyer from the obligation to pay for the Goods within the agreed period. The Seller has the right to cancel the Order with immediate effect in the event of failure by the Buyer to meet the payment date specified in the VAT invoice or bill.

§8 ISSUE AND SERVICE OF INVOICES

Invoices will be delivered together with the Goods and forwarded to the Buyer on the day of delivery or will be sent via e-mail or by post to the address indicated by the Buyer. The Buyer authorizes the Seller to issue VAT invoices without the Buyer's signature.
 By accepting these T&C, the Buyer agrees to the Seller issuing and sending VAT invoices, corrective invoices, receipts and duplicates of these documents in electronic form to the e-mail address provided by the Buyer (i.e. to the e-mail address provided by the Buyer when placing the Order). At the same time, the Buyer declares that he will collect the above-mentioned electronic documents at the e-mail address provided by him.

§9 SAFETY RELATED TO THE DISTRIBUTION OF GOODS

The quality of the Goods is determined by the parameters indicated in the content of product label and safety data sheet, available from the Seller and on the Seller's website at www.ascrop.pl, after completing the appropriate form. The Seller does not provide any other assurance as to the properties of the Goods, including suitability for a specific application.
 The Buyer is obliged to comply with the rules of storage (warehousing) and transport of the Goods in accordance with the provisions contained in the technical leaflet, product label and the Goods Safety Data Sheet, as well as the requirements imposed by law, including the Regulation of the Minister of Agriculture and Rural Development of June 24 2002 on occupational health and safety in the use and storage of plant protection products as well as mineral and organic-mineral fertilizers (Journal of Laws 2002.99.896 of 2002.07.04).
 The Buyer declares that he knows the properties, features and potential functionalities of the Goods as well as the rules of storage (storage) and transport specified in the technical leaflet, product label and the safety data sheet of the Goods, about which he undertakes to inform his customers and end users, in the event of further their resale or other transfer. In the event of non-compliance with the rules of storing and transporting the Goods, the Buyer shall be liable for any damage caused and for the resulting quantitative and qualitative complaints of end users, incurring all related costs on their own.
 The Seller shall not be liable for the consequences of using the Goods, for personal injury, death, material damage resulting from or related to the improper use, processing, storage, transport of the Goods separately or in combination with other substances. The Buyer releases the Seller from all liability if any action or omission of the Buyer, constituting in particular a breach of obligations arising, in particular, from these T&C, legal regulations, would cause any third parties to submit any claims against the Seller. The Buyer undertakes to return all amounts paid by the Seller in connection with the satisfaction of claims of such third parties. Recoverable receivables include, in particular, paid indemnities, redress, litigation costs and costs of legal services.
 All costs related to the loss of the Goods or deterioration of their quality arising for reasons beyond the control of the Seller shall be charge to the Buyer.

§ 10 COMPLAINTS AND LIABILITY

The Seller guarantees the required quality, completeness and full compliance of the service and that the delivered item of the service or its part is new, free from legal and physical defects.

All claims under the warranty for defects in the Goods, based on the Polish Civil Code and other acts, are excluded from the Entrepreneurs.

The Seller is liable to the Buyer who is a Consumer if the new Goods sold have a physical or legal defect (warranty), in accordance with the provisions of the Polish Civil Code. The Seller is liable under the warranty for physical defects that existed at the time the danger passed on to the Buyer or resulted from the cause inherent in the item sold at the same time, and which were found within 2 (two) years from the date of delivery of the Product to the Buyer.

The Seller, within 14 (fourteen) calendar days of receiving the complaint, will respond to the Buyer's complaint and inform him about the further procedure.

In order to consider the complaint by the Seller, the Consumer should provide the Seller with the Goods / Goods complained about, together with the proof of purchase and indicate what the defect is. The consumer may use the complaint form attached to this document as Appendix 2. The Seller, settling complaints in accordance with applicable law and taking into account the Consumer's requests, shall replace the defective Product with a Product free from defects or remove the defect. The Consumer is also entitled to submit a statement on price reduction or withdraw from the contract, in accordance with the provisions of the Polish Civil Code regarding the warranty on sale. If it is not possible to replace the Goods, remove the defect in the Goods or if the Goods have already been replaced, the Seller will refund the amount due to the Consumer in accordance with applicable law.

If the subject of the Sales Agreement is a Product imported specifically at the Consumer's request and/or non-pre-fabricated and/or not included in the Seller's permanent offer, the Seller's liability under the warranty for defects is excluded.

The Seller, settling complaints in accordance with applicable law and taking into account the Buyer's requests, may, as a goodwill gesture, replace the defective Product with a Product free from defects or remove the defect.

Detailed information on the possibility for the Buyer who is a Consumer to use extrajudicial means of dealing with complaints and redress and the rules of access to these procedures are available at the offices and on the websites of povi (municipal) Consumer Advocates, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection.

The Consumer has the following exemplary possibilities of using out-of-court complaint and redress methods: application for dispute resolution to a permanent consumer arbitration court (more information at: <http://www.spsk.wiln.org.pl/>); application for an out-of-court settlement of the dispute to the Provincial Inspector of Trade Inspection (more information on the website of the inspector competent for the place of business activity by the Seller); and the assistance of the povi (municipal) Consumer Advocate or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers).

Based on Art. 14 sec. 1 of the Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Regulation on ODR in consumer disputes), we kindly inform you that at <http://ec.europa.eu/consumers/odr>, the European Commission has made available a platform for the online dispute resolution system between Consumers and entrepreneurs at the EU level (ODR platform).

Complaints concerning quantity shortages of Goods, stated by the Buyer without the participation of the carrier, after accepting the delivery, and complaints regarding shortages after receipt of the Goods by the Buyer's means of transport, will not be considered.

§ 11 GUARANTEE

Goods sold by the Seller may be covered by a guarantee granted by their producer or distributor, other than the Seller. However, the Seller does not provide any guarantee for any Goods sold, except for those for which he is also the producer.

In the case of Goods for which the producer or distributor has granted a warranty, the Buyer may make a complaint under the guarantee.

The guarantee does not exclude, limit or suspend the rights of the Buyer resulting from the provisions on the warranty for defects in the item sold.

§ 12 WITHDRAWAL FROM THE CONTRACT

A consumer who has concluded a distance contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in art. 33, art. 34 sec. 2 and art. 35 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287, i.e. of 2020.02.21, as amended). To meet the deadline, it is enough to send a statement before its expiry. The declaration of the withdrawal from the contract may be submitted, for example:

- in writing to the address of the Seller,
- in electronic form via e-mail.

An exemplary model withdrawal form is included in Annex 2 to the Act of May 30, 2014 on Consumer Rights (Journal of Laws 2020.287, i.e. of 2020.02.21) and in Appendix 3 of these GTS. The Consumer may use the form template, but it is not obligatory.

The period for withdrawal from the contract begins: for a contract, in the performance of which the Seller issues an item, being obliged to transfer its ownership (e.g. a Sales Agreement) - from taking possession of the item by the Consumer or a third party designated by him other than the carrier, and in the case of a contract that includes: many items that are delivered separately, in batches or in parts - from taking possession of the last item, batch or part, or consisting in regular delivery of items for a specified period of time - from taking possession of the first item;

for other contracts - from the date of the contract. In the event of withdrawal from a distance contract, the contract is considered void.

The Seller is obliged to immediately, no later than within 14 calendar days from the date of receipt of the Consumer's statement on withdrawal from the contract, return to the Consumer all payments made by him, including the costs of delivery of the Goods (except for additional costs resulting from the method of delivery chosen by the Buyer other than the cheapest standard delivery method available in the Online Store). The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of return, which does not involve any costs for him. If the Seller has not offered to pick up the Goods from the Consumer himself, he may withhold the reimbursement of payments received from the Consumer until he receives the Goods back or until the Consumer provides proof of its return, whichever occurs first.

The Consumer is obliged to immediately, no later than within 14 calendar days from the date on which he withdrew from the contract, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it, unless the Seller offered to collect the Product himself. To maintain the deadline, it is enough to send the Goods to the return address before its expiry. The Consumer may return the Goods to the following address: AS CROP Sp. z o.o., ul. Skryta 10/3, 60-779 Poznań.

The returned Goods should be properly secured for transport, cannot bear traces of use other than necessary to establish the nature of the features and functioning of the goods, damage and should be returned with complete equipment and accessories as well as documentation issued during its sale.

The Consumer shall bear the direct costs of returning the goods, unless the Seller agreed to bear them or did not inform the Consumer about the necessity to bear these costs. The Buyer who is a Consumer is not entitled to withdraw from a contract concluded outside the business premises or remotely in respect of contracts in which: the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his individual needs, not included in the Seller's permanent offer. The provisions of this paragraph also apply to Entrepreneurs who are natural persons running a sole proprietorship (the so-called "Small Entrepreneur"), who concluded a contract with the Seller in a non-professional nature, i.e. the contract does not apply directly to the industry and specialization in which it operates entrepreneur.

§ 13 REIMBURSEMENT

The Seller, in accordance with these T&C, if the complaint is accepted, shall refund the amount immediately, but not later than within 14 calendar days in the case of:

- exercising the right by the Consumer to withdraw from a distance contract
- raising claims by the Consumer under the warranty and recognizing by the Seller the existence of a significant defect in the Goods purchased from the Seller.

If the Consumer receives the Goods and withdraws from the contract, the Seller may withhold the reimbursement of payments until the Goods are returned or the Consumer provides proof of the Goods being returned, whichever occurs first.

The Seller will refund the payment using the same method of payment as used by the Buyer, unless the Buyer who is a Consumer has expressly agreed to a different method of return, which does not involve any costs for him. Providing by the Buyer incorrect address, personal data or an incorrect bank account number is at the Buyer's risk, which may cause delays in the refund process. In such circumstances, the Seller shall not be responsible for such delays, and the return, according to the information provided to the Seller by the Buyer, shall release the Seller from its obligation.

§ 14 CONFIDENTIALITY

The Parties undertake to keep confidential all confidential information which they learn or which will be disclosed in the course of cooperation. The above obligation shall remain in force both during the term of the contract or the performance of the Order, and after its performance. Confidential information is understood as any information of this nature (or considered to be such), the disclosure of which to third parties may harm the party, irrespective of the professional, commercial or other nature of the information. Confidential information is in particular information concerning the amount of turnover between the Parties. Disclosure of confidential information may take place if the obligation to disclose it results from the provisions of law, in the manner and scope specified by these provisions.

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

§ 15 DATA PROTECTION

The T&C constitutes an integral part of the Order and Sales Agreements. In the event of a contradiction or discrepancy, the content of the Order, Order Confirmation and / or Sales Agreement shall prevail.

Taking care of the highest quality of services provided, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EEC, (Journal of the EU L2016.1191 of 2016.05.04) (hereinafter referred to as "GDPR"), we inform that:

The Administrator of Personal Data is: AS CROP Sp. z o.o. with headquarters in Poznań 60-779, Skryta 10/3 Street, entered into the Register of Entrepreneurs of the National Court Register by the District Court Poznań-Nowe Miasto and Wilno in Poznań, KRS Commercial Division of the National Court Register under KRS number: 0000505430, NIP: 971249007, REGON: 30270017.

For the terms and conditions of personal data processing, please contact us at: info@ascrop.pl.

Personal data will be processed for the purposes of: performance of the Order, Sales Agreements, or taking

actions necessary to conclude a contract, e.g. contact by phone or e-mail in order to send an offer, determine the date of the service, cancel or change the date of service, delivery (Article 6 (1) (b) of the GDPR) marketing of Products and services offered by the Administrator - after providing separate consent, the data may also be processed for the purpose of sending commercial information by electronic means or making telephone calls for marketing purposes - in connection with art. 10 sec. 2 of the Act of July 18, 2002 on the provision of electronic services or art. 172 sec. 1 of the Act of July 16, 2004 - Telecommunications Law (Article 6 (1) (a) of the GDPR) performance of legal obligations incumbent on the Administrator, including:

- issuing and storing invoices and accounting documents,
- considering complaints and returns within the time and form specified in the regulations (Article 6 (1c) of the GDPR);

implementation of the Administrator's legitimate interest in the event of the need to pursue claims as a result of the Buyer's failure to perform the contract and demonstrating information obligations (Article 6 (1) (f) of the GDPR);

Personal data processed in order to perform the Agreement / Orders are processed by the Administrator for the time needed to perform these Agreements / Orders; in the case of compulsory pursuit of claims - for the duration of the proceedings, until their final completion; in the case of data storage in order to demonstrate the information obligations incumbent on the Administrator, until the Administrator's liability for non-fulfilment expires; however, to the extent that the obligation to process personal data is imposed on the Administrator by the provisions of the Accounting Act and tax acts - for the duration of this obligation, personal data processed on the basis of consent for marketing purposes will be processed by the Administrator until, respectively: submitting a request to remove them or revoke the consent granted.

The personal data is not profiled.

The data subject has the right to access his personal data and the right to rectify, delete, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing of which was made on the basis of consent before its withdrawal, if it is found that the processing of personal data violates the provisions of the GDPR, the data subject has the right to lodge a complaint with the supervisory body of the Office for Personal Data Protection.

Personal data is not shared with other entities for marketing purposes.

Providing personal data is voluntary, but failure to provide the personal data indicated in the T&C / Order results in the inability to perform the Order by the Seller.

The Administrator uses technical and organizational measures to ensure the protection of the processed personal data appropriate to the threats and categories of data protected, in particular, protects the data against disclosure to unauthorized persons, removal by an unauthorized person, processing in violation of applicable laws and change, loss, damage or destruction, in accordance with the guidelines of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

§ 16 FINAL PROVISIONS

In matters not regulated by the provisions of the T&C, the relevant provisions of the Polish Civil Code and other acts shall apply.

The declaration of invalidity of individual provisions shall not affect the validity of the remaining provisions of the T&C. The provisions of the Agreement, Purchase Orders, T&C which are invalid or ineffective, will be replaced, under these T&C, with legally valid and fully effective provisions, which cause legal effects ensuring as similar as possible to the original economic benefits for each of the Parties.

The texts of the contract and the T&C in Polish language are the original version. In the case of using the T&C in a foreign language version, any ambiguities will be resolved on the basis of the Polish version.

The Parties will strive to amicably settle any disputes arising in connection with the performance of Agreements / Orders covered by these terms. In the case of the inability to settle the matter amicably, the competent court to settle the dispute will be the court of the seat of the Seller, or in accordance with the mandatory provisions of law.

The law applicable to the T&C, Agreements and Orders is Polish law, according to which they should be interpreted. The Parties, in connection with the implementation of the provisions of these T&C, Agreements and Orders, will contact via persons, at the e-mail addresses and telephone numbers indicated in the content of the Order.

The provisions of the T&C and the Agreement do not infringe the rights arising from the Act on the protection of consumer rights and the provisions of civil law which are absolutely applicable in this respect.

The Seller reserves the right to make changes to the T&C, repeal the T&C and issue new T&C - at any time and at its discretion. The actions referred to in the previous sentence may be taken in particular due to a change in the scope of services provided, the type and specificity of the Goods sold, change in the organization and operating costs, changes taking place on the industry market, changes in applicable regulations, etc.

The Buyer may not transfer all or part of the rights and / or obligations under the Agreement to a third party without the prior consent of the Seller, expressed in writing under pain of nullity.

The T&C enter into force on [01/01/2021].