

## Terms and Conditions of Sale

### I. General Provisions

1. This document sets out the general terms and conditions of sales carried out by AH HARDT SPÓŁKA JAWNA with its registered seat in Cholerzyn 215, 32-060 Liszki, registered by the District Court for Kraków-Śródmieście in Kraków, XI Economic Division of the National Court Register, no. KRS 0000120755, NIP 6790168262, REGON 350114787, hereinafter referred to as the Seller.
2. The Seller may be contacted in the following ways:
  - a. by e-mail: [handlowy@ah.com.pl](mailto:handlowy@ah.com.pl);
  - b. by telephone: +48 (12) 658-66-77/88
  - c. via contact form available on the Website at [www.ah.com.pl](http://www.ah.com.pl).

### II. Definitions

The terms used in the T&Cs shall mean:

1. **Working days** - these are days from Monday to Friday excluding public **holidays**;
2. **Customer** - a Consumer, Entrepreneur and Entrepreneur with consumer rights who places an Order in the Online Shop or uses other Services available in the Online Shop, who places an Order with the Seller;
3. **Civil Code** - the Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended);
4. **Consumer** - a Customer who is a consumer within the meaning of Article 22[1] of the Civil Code;
5. **Entrepreneur** - a Customer who is an entrepreneur within the meaning of Article 43[1] of the Civil Code, with the exception of Entrepreneurs with consumer rights;
6. **Entrepreneur with consumer rights** - a natural person running a sole proprietorship, being an entrepreneur within the meaning of Article 43 [1] of the Civil Code, for whom the electronic service contract or sale contract is directly related to their business activity, but not of a professional nature, arising in particular from the area of their business activity as disclosed in the Central Business Register and Information on Business Activity;
7. **Carrier** - the entity or person who delivers the Goods ordered by the Customer;
8. **Terms and Conditions of Sale** - this document;
9. **Website** - website: [www.ah.com.pl](http://www.ah.com.pl), run by the Seller, where the Goods and their properties are presented, for which the Customer may place an Order outside the Website, via e-mail or telephone. Information concerning Goods featured on the Website does not constitute an offer within the meaning of Article 66 of the Civil Code;
10. **Goods** - a product presented on the Website operated by the Seller;
11. **Sales Contract** - the Contract on the sale of Goods, as defined by the Civil Code, concluded between the Seller and the Customer;
12. **Order** - Customer's declaration of will, aiming directly at concluding a Remote Sales Contract, specifying in particular the type and number of Goods.

### III. Procedure for conclusion of the Sales Contract

1. All Goods offered by the Seller are new and have been legally introduced into the Polish market.
2. The condition for placing an Order is having an active e-mail account.

3. Placing an Order by sending an e-mail takes place during the working days between 8 AM - 4 PM . For this purpose the Customer should:
  - a. specify in the e-mail to the Seller the name of the Goods from among the Goods presented on the Website and their quantity,
  - b. indicate the method of delivery and method of payment from among the methods of delivery and payment indicated in the Terms and Conditions of Sale,
  - c. provide the data required for the execution of the Order, in particular: given name and surname, place of residence and e-mail address.
4. Information on the total value of the Order referred to above, including delivery costs, is given each time by the Seller by way of electronic message, along with information that conclusion of the Sales Contract by the Entrepreneur entails the obligation to pay for the ordered Goods, at which moment the Sales Contract is concluded.
5. In case of a Consumer or Entrepreneur with consumer rights, the Seller shall send the Consumer or Entrepreneur with consumer rights a confirmation of the conditions of the Order each time after submission of an Order via e-mail.
6. The Agreement is concluded when the Consumer or Entrepreneur with consumer rights (in response to confirmation of the conditions of the Order sent by the Seller) sends an e-mail to the Seller's e-mail address in which the Consumer or Entrepreneur with consumer rights: accepts the content of the sent Order and agrees to its execution and accepts the content of the T&Cs and confirms reading the instructions on withdrawal from the Contract.
7. After the conclusion of the Sales Contract, the Seller shall confirm the terms and conditions to the Consumer or Entrepreneur with consumer rights by sending them to the e-mail address of the Consumer or Entrepreneur with consumer rights or in writing sent to the address provided by the Consumer or Entrepreneur with consumer rights.
8. The Seller reserves the right to refuse the execution of an Order, in particular when the Order does not contain all relevant data, when the Entrepreneur is in arrears with any payment to the Seller or for other reasons indicated by the Seller.
9. The Seller will inform the Entrepreneur by e-mail about the rejection of the Order, regardless of the reason.
10. With regard to Entrepreneurs, the Seller may at any time withdraw from the Contract in whole or in part. If an Order is executed in parts, withdrawal shall have effect only in relation to that part of the Order which has not been executed, in particular which has not been released to the Carrier, unless otherwise specified in the Seller's statement of withdrawal from the Contract.
11. The Seller sends a statement of withdrawal from the Contract by e-mail to the e-mail address indicated by the Entrepreneur in the Order.
12. The sales contract shall be concluded in Polish or otherwise in accordance with the Terms and Conditions of Sale.

#### **IV. Delivery**

1. Delivery of the Goods shall be made to the address indicated by the Customer while placing the Order and shall be paid for in accordance with the terms and amount specified in the Order.
2. Delivery of Goods is carried out via Carrier, i.e. by courier company or delivered to a parcel locker, by Seller's own pick-up point or by Seller's own means of transport.
3. If different lead times are stipulated for the Goods covered by the Order, the longest of the stipulated periods shall apply to the entire Order.
4. At the time of handing over the Goods being the subject of an Order placed by the Entrepreneur to the Carrier, the benefits and burdens related to the items as well as the danger of accidental loss or damage of the items are transferred to the Entrepreneur.

5. Deliveries are made on working days. The Seller may individually agree with the Entrepreneur on delivery also on days other than Business Days.
6. For Entrepreneurs, Delivery of the Goods shall take place at the time indicated by the Seller.
7. Upon receipt of delivery of the Goods, the Entrepreneur shall be obliged to check their condition. If any damage or other objections are found upon receipt of the Goods by the Entrepreneur, a report of the objections should be drawn up in the presence of the Carrier, specifying the exact quantity and type of Goods and their damage in accordance with the procedure in force in the Carrier's company.
8. The Seller is not responsible for the actions of the Carrier.
9. The Seller is not liable for damages resulting from incorrect or incomplete data provided by the Entrepreneur when placing an Order, as well as caused by incorrect contact details or address of receipt.
10. It is assumed that the person accepting delivery of the Goods on behalf of the Entrepreneur is a person authorised by the Entrepreneur to take delivery and sign the delivery document on their behalf, as well as perform other actions related thereto.
11. In the event of the Entrepreneur's failure to collect the Ordered Goods on one occasion, if they were delivered via a Carrier, the Seller may, at its discretion, determine another date for the Entrepreneur to collect the Goods or to deliver the Order or terminate the Contract with the Entrepreneur with immediate effect or withdraw from the Contract under these Terms and Conditions. In addition, the Entrepreneur shall be obliged to pay the costs incurred by the Seller for failure to collect the Goods referred to in this subsection and the cost of shipping the Goods.
12. The Entrepreneur undertakes to pay all costs incurred by the Seller due to the Customer's failure to collect the Goods ordered.
13. The Seller, immediately before placing the Order, informs the Consumer or Entrepreneur with consumer rights about the number of Business Days needed for the execution of the Order and its delivery, as well as about the charges for the delivery of the Goods. The Seller also provides this information on the Website, in a dedicated tab.

## **V. Prices and payment methods**

1. The prices of the Goods are quoted in Polish zloty or Euro and include all components, including customs duties and other charges. In the case of Entrepreneurs, the parties may individually agree on the currency in which the price of the Goods shall be determined.
2. The Customer can choose the following payment methods:
  - a. bank transfer to the Seller's bank account (in this case the processing of the Order will be initiated after the Seller has sent the Customer a confirmation of acceptance of the Order, and the Order will be dispatched immediately after the funds have been credited to the Seller's bank account and the Order has been prepared);
  - b. cash on delivery - payment at the Seller's personal collection point (in this case the Order will be executed immediately after the Seller sends confirmation of Order acceptance to the Customer, and the Goods will be released at the Seller's personal collection point);
  - c. cash on delivery, payment to the supplier at the time of delivery (in this case, execution of the Order and its dispatch will be initiated after the Seller has sent the Customer a confirmation of acceptance of the Order and after the Order has been prepared);
  - d. electronic payment (in this case execution of the Order will commence after the Seller has sent the Customer a confirmation of acceptance of the Order and after the Seller has received information from the payment agent's system that the payment has

been made by the Customer, and the shipment will be made immediately after preparation of the Order).

3. The Seller shall, at the latest at the time when the Consumer or Entrepreneur with consumer rights expresses their will to be bound by the Contract, inform the Consumer or Entrepreneur with consumer rights of the deadline by which they are obliged to make the payment for the Order. In the absence of payment by the Consumer or Entrepreneur with consumer rights within the period referred to in the previous sentence, the Seller, after an ineffective call for payment setting an appropriate deadline, may withdraw from the Contract on the basis of Article 491 of the Civil Code.
4. The Seller shall be entitled to withhold execution of Orders or delivery of Goods or may withdraw from the Contract in whole or in part in the case of delay in payment by the Entrepreneur to the Seller. The Entrepreneur is not entitled to any present or future claims for damages or lost profits that may arise as a result of suspension of delivery.

## **VI. Right of withdrawal**

1. The Customer who is a Consumer may withdraw from the Contract without giving any reason by submitting a relevant statement within 14 days. To meet this deadline, the Customer needs to send a statement before its expiry.
2. The Customer may formulate the declaration on their own or use the sample declaration made available by the Seller in the Online Shop.
3. The 14-day period shall run from the date on which the Goods were delivered or, in the case of a Service Contract, from the date of its conclusion.
4. Upon receipt of the declaration of withdrawal from the Contract by the Consumer, the Seller shall send to the Consumer's e-mail address a confirmation of receipt of the declaration of withdrawal from the Contract.
5. The Consumer's right of withdrawal is excluded in the case of:
  - a. provision of services, if the Seller has fully performed the service with the express consent of the Consumer who had been informed before the provision that they would lose the right to withdraw from the Contract after the performance by the Seller;
  - b. an agreement under which the price or remuneration depends on fluctuations in the financial market which are beyond the Seller's control and which may occur before the end of the withdrawal period;
  - c. an agreement in which the subject matter is non-prefabricated goods produced to the Consumer's specification or serving to satisfy their individual needs;
  - d. an agreement in which the subject matter is perishable goods or goods with a short shelf life;
  - e. an agreement in which the subject matter is goods delivered in a sealed package which cannot be returned after opening the package for health protection or hygiene reasons, if the package has been opened after delivery;
  - f. an agreement in which the subject matter is products which, after delivery, due to their nature, become inseparably connected to other things;
  - g. an agreement in which the subject matter is alcoholic beverages whose price was agreed upon at the conclusion of the sales agreement, whose delivery can only take place after 30 days and whose value depends on fluctuations in the market beyond the Seller's control;
  - h. an agreement in which the Consumer has explicitly requested the Seller to come to the Consumer's location for the purpose of carrying out urgent repair or maintenance; if the Seller provides in addition services other than those the Consumer has requested or supplies Goods other than replacement parts necessary for carrying out

- repair or maintenance, the right of withdrawal is granted to the Consumer in relation to the additional services or Goods;
- i. an agreement in which the subject matter is sound or visual recordings or computer programs supplied in sealed packaging if the packaging was opened after delivery; the supply of newspapers, periodicals or magazines with the exception of a subscription contract;
  - j. an agreement concluded by public auction;
  - k. an agreement for the provision of accommodation other than for residential purpose, carriage of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the agreement specifies the date or period for the provision of the service;
  - l. an agreement for the supply of digital content which is not recorded on a tangible medium where performance has begun with the Consumer's prior express consent before the end of the withdrawal period and after the Seller has informed the Consumer of the loss of the right to withdraw.
6. In the case of withdrawal from the Contract concluded remotely, the Contract shall be considered not concluded. Anything supplied by the Parties shall be returned in an unchanged condition, unless the change was necessary to establish the nature, characteristics and function of the Goods. Reimbursement shall be made immediately, within 14 days at the latest. The purchased Goods should be returned to the Seller's address.
  7. The Seller shall immediately, not later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the Agreement, return to the Consumer all payments made by the Consumer, including the costs of delivery of the Goods. The Seller shall refund the payment using the same method of payment as the Consumer used, unless the Consumer agrees to a different method of refund, whereby this method will not involve any cost to the Consumer. The Seller may withhold the refund of payments received from the Customer until receipt of the item back or until the Customer delivers proof of returning it, depending on which event occurs first, unless the Seller has offered to collect the item from the Customer.
  8. If the Consumer has chosen a method of delivery of the Goods other than the cheapest normal delivery method offered by the Seller, the Seller shall not be obliged to reimburse the Consumer the additional costs incurred by them.
  9. The Customer shall only bear the direct cost of returning the Goods, unless the Seller has agreed to bear that cost.
  10. The provisions contained in this section shall also apply to the Entrepreneur with consumer rights.

## **VII. Warranty Claims for Goods**

1. The Seller undertakes to deliver the Goods free from defects.
2. The Seller shall be liable to the Customer under the warranty for defects under the terms of art. 556 - 576 of the Civil Code.
3. Complaints arising from violation of the Customer's rights guaranteed by law or under these Terms and Conditions of Sale should be addressed to AH HARDT SPÓŁKA JAWNA, Cholerzyn 215, 32-060, Liszki, at the e-mail address: handlowy@ah.com.pl, telephone number +48 (12) 658-66-77/88.
4. In order for the complaint to be processed, the Customer should send or deliver the returned Goods with proof of purchase if possible. The Goods shall be delivered or sent to the address indicated in item 3.
5. The Seller undertakes to process each complaint within 14 days.

6. In the event of any deficiencies of the complaint, the Seller shall request the Customer to remedy them within 7 days from the date of receipt of the request by the Customer.

### **VIII. Guarantees**

1. Goods may come with a manufacturer's guarantee.
2. In the case of Goods covered by a guarantee, information on the existence and content of the guarantee and the period for which it was granted is each time presented in the description of the Goods on the Website.

### **IX. Out-of-court complaint and redress procedures**

1. The Customer who is a Consumer shall have, among other things, the following options of using out-of-court complaint and redress procedures:
  - a. the right to apply to the permanent consumer arbitration court acting at the Trade Inspection with a request to settle a dispute arising from the concluded Sales Contract;
  - b. the right to apply to the Voivodeship Trade Inspector to initiate mediation proceedings for amicable settlement of a dispute between the Customer and the Seller;
  - c. the right to obtain free assistance in resolving any dispute between the Customer and the Seller, using also the free assistance of district (city) consumer ombudsman or social organisation whose statutory tasks include protection of consumers (e.g. Consumer Federation, Polish Consumers Association). Advice is being provided by the Consumer Federation via free consumer helpline 800 007 707 and by the Association of Polish Consumers under email address: [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl);
  - d. the right to submit a complaint via the EU Internet Platform ODR, available at: <http://ec.europa.eu/consumers/odr/>.

### **X. Personal data protection**

The Seller collects and processes the personal data provided by Customers in accordance with applicable law and in accordance with the Privacy Policy sent to the Customer in an e-mail message.

### **XI. Final provisions**

1. The Entrepreneur is obliged to promptly notify the Seller of all changes of addresses for delivery, authorisations, powers of attorney, as otherwise any correspondence and executed Orders submitted by persons previously authorised shall be deemed valid and delivery to the last address indicated shall be deemed effective.
2. The provisions contained in these Terms and Conditions concerning the Consumer relating to withdrawal from the agreement and complaints shall apply to natural persons concluding an agreement directly related to their business activity, if it results from the content of this agreement that it is not of a professional nature for this person, resulting in particular from the subject of their business activity as disclosed in the Central Register and Information on Business Activity. Provisions on out-of-court settlement of complaints and redress shall not apply.

3. All cases and disputes arising from Orders or Contracts concluded between the Seller and the Entrepreneur, in particular those related to establishing the existence of the legal relationship linking the Seller and the Entrepreneur, its execution, termination, invalidation and pursuit of claims for damages for non-performance or undue performance of the Order or Contract shall be subject to the exclusive jurisdiction of competent courts of the Republic of Poland and Polish law.
4. Any disputes arising from the Contracts or execution of the Orders concluded between the Seller and the Entrepreneur shall be resolved by the court having jurisdiction over the registered office of the Seller.
5. Settlement of any disputes arising between the Seller and the Customer who is a Consumer or Entrepreneur with consumer rights will be subjected to the competent courts in accordance with the relevant provisions of the Code of Civil Procedure.
6. In matters not covered by these Terms and Conditions, the provisions of the Civil Code, the provisions of the Act on Electronic Service Provisions, the provisions of the Act on Consumer Rights and other relevant provisions of Polish law shall apply.
7. Any changes to these Terms and Conditions will be notified to each Customer through information on the home page of the Website listing the changes and their effective date. Consumers with an Account shall additionally be informed of the changes and a summary thereof with the use of the e-mail address provided by them. The effective date of the changes shall not be less than 14 days from the date of their announcement. If a Consumer with a Customer Account does not accept the new content of the Terms and Conditions, they are obliged to notify the Seller of this fact within 14 days from the date of being notified about the change of the Terms and Conditions. Notification to the Seller of non-acceptance of the new content of the Terms and Conditions shall result in termination of the Contract. Amendments to the Terms and Conditions shall come into force for Entrepreneurs on the date of its publication on the Website. The amendments shall not apply to Orders placed before the date on which the Terms and Conditions came into force.
8. No part of these Terms and Conditions of Sale may be reproduced or published without written consent of the Seller.
9. Unless otherwise provided by mandatory provisions of law, the law of Poland shall govern all disputes arising under these Terms and Conditions of Sale.
10. Any disputes arising from these Terms of Sale shall be resolved before a common court with jurisdiction over the Seller's place of residence.
11. In matters not regulated by these Terms and Conditions of Sale, the provisions of the Civil Code and other relevant provisions of Polish law shall apply.
12. With respect to Entrepreneurs, the content of these Terms of Sale is subject to change. Amendments to the Terms of Sale shall come into force as of the date of their publication on the Website.
13. Conditions of sale are available in Polish