

GENERAL TERMS AND CONDITIONS OF SALE
(APPLICABLE FOR ENTREPRENEURS AND QUASI-CONSUMERS FROM 17-08-2023)

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as the “GT&Cs”) shall apply to all legal relationships under Agreements, Orders, Requests and deliveries made between the Parties, unless otherwise stipulated in the Framework Agreement or terms and conditions of services provided by the Seller.
2. The Parties hereto may regulate their rights and obligations resulting from the sale and delivery of the Goods differently in the Framework Agreement or in the terms and conditions of services, on the condition that, to the extent not regulated therein, the GT&Cs shall apply.
3. The most recent GT&Cs are published on the Website.
4. The Buyer is obliged to read the GT&Cs before submitting an Order. By placing an Order or purchasing goods from the Seller, the Buyer acknowledges that he or she has read, understood, and accepts the GT&Cs.
5. The Seller may require written confirmation of the Buyer having read the GT&Cs, for instance, by acceptance of a Proforma that refers to the GT&Cs and indicates where the Buyer can read them.
6. The acceptance of the GT&Cs is required before the Order can be processed.

II. ORDERS

1. The content of the Website and information about the Goods indicated by the Seller, especially descriptions and prices contained in the Price List, do not constitute a commercial offer but an invitation to enter into an Agreement as defined in Article 71 of the Civil Code.
2. The Order may be placed by:
 - by e-mail to the Seller's address or the Seller's commercial employees,
 - by phone,
 - through Website,
 - in person at the Seller's premises,
 - in person at the Buyer's premises or during industry events.
3. The Buyer is obliged to check all the data contained in the Order (such as Tax Identification Number, company details, delivery address, ordered goods, payment method).

Conclusion of the Agreement

4. The Agreement is concluded at the time when:

Payment method:	The conditions specified below are jointly met:
cash / online payment / cash on delivery / trade credit	The Buyer has provided the Seller with: 1. the acceptance of a Proforma on its expiry date, 2. the acceptance of the logo imprint design (if applicable) and 3. The Buyer has met other requirements indicated on the Proforma.
prepayment on account	Points 1-3 above, and: 4. The Buyer has paid the required prepayment to the Seller.

5. If any of the aforementioned conditions are not met and the Seller has nevertheless delivered the Goods to the Carrier or the Buyer, the time of conclusion of the Agreement shall be the time of delivery of the Goods to the Carrier or the Buyer.

6. If the Order is to be changed after the conclusion of the Agreement, the Buyer must contact the Seller by e-mail. The Seller shall take into account changes whenever possible at a given stage of the Order completion. If the implementation of changes requires additional financial expenditures, the Buyer undertakes to incur them in full.
7. Only persons duly authorised to act on behalf of the Buyer may take actions aimed at concluding the Agreement, in particular, accepting the Proforma. It is assumed that the person placing the Order is the person duly authorised to take such actions. If the Seller deems the value of the Order to be significant or the Order includes customised goods, the Seller may require the submission of relevant authorisations.

Prices

8. The Agreement is concluded at the prices indicated on:
 - a. the Proforma accepted by the Buyer, or
 - b. the Website, or
 - c. on the sales document (if a Framework Agreement applies).

Lead time

9. The Orders are completed in business days. The Order lead time consists of:
 - a. picking of the Goods (including customisation, such as logo imprint),
 - b. preparation of the Goods for shipment.
10. The lead time specified by the Seller does not include delivery by a Carrier (if such a delivery method has been selected) and is counted from the time of the conclusion of the Agreement (point 4 above).
11. The Seller may deliver the Goods under the Order in instalments with different lead times. In such cases, the lead time for the entire Order is defined as the longest expected time.
12. The Orders can be placed while stocks last. In the case of a shortage of ordered Goods, the Seller shall propose a solution to the Buyer, including termination of the Agreement.

Refusal of acceptance of the Order, withdrawal from the Agreement by the Seller

13. The Seller reserves the right to refuse to accept the Order, in particular when:
 - the Order does not contain all relevant information,
 - the Buyer delays with payments to the Seller,
 - the Buyer has failed to meet all the conditions regarding the time of the conclusion of the Agreement (point 4 above),
 - or due to other reasons indicated by the Seller.
14. The Seller shall notify the Buyer of the refusal to accept the Order, for any reason, by phone or e-mail.
15. In the cases stipulated herein or in the Civil Code, the Seller may terminate the Agreement in whole or in part. If the Order is made in instalments, the withdrawal shall apply only to the parts of the Order which have not been filled and, in particular, not delivered to the Carrier, unless otherwise indicated in the Seller's declaration of withdrawal from the Agreement.
16. The Seller shall send the declaration of withdrawal from the Agreement to the Buyer's email address. The declaration must be made within 30 days from the date on which the circumstances for withdrawal occurred.

Contact and delivery details

17. It is agreed upon that the Buyer's e-mail address is the address for official correspondence regarding the completion of the Orders. Any declarations of will made using devices and means of communication attributed to or under the Buyer's control (such as phone numbers, email addresses, instant messages) shall be deemed to originate from the Buyer and take their effect within the framework of the relationship between the Parties.
18. The Seller shall not be held liable for any damage resulting from incorrect or incomplete data provided by the Buyer (in particular, the delivery address or contact details).
19. VAT invoices and corrective VAT invoices shall also be deemed delivered if sent to the Buyer's email address. If the Buyer has received a corrective VAT invoice by electronic means, the Buyer must send an acknowledgement

of receipt to the Seller's email address. If the Buyer has received a corrective VAT invoice in paper form, the Buyer must send its signed copy to the address of the Seller's registered office.

III. USE OF THE WEBSITE

1. The full use of the Website requires:
 - a. access to the Internet,
 - b. a web browser that accepts cookies:
 - Internet Explorer not older than IE 8 version,
 - Mozilla Firefox not older than IE 4.0 version,
 - Google Chrome not older than 27 version,
 - Opera not older than 12.11 version,
 - c. a minimum screen resolution of 1024x768.
2. A user account (registration) is not required to view the Website.
3. The registration is necessary to place an Order and requires:
 - a. a valid email address,
 - b. a Tax Identification Number,
 - c. contact and address details,
 - d. consent to process the personal data.
 - e. acknowledgement of having read the GT&Cs.
4. The Website is intended only for Entrepreneurs.

IV. PAYMENTS

1. Payments shall be made to the Seller's bank account, i.e., in accordance with the currency indicated on a document, as specified on the Proforma or sales document.
2. The date of the payment shall be the date on which the payment is credited to the Seller's bank account.
3. If the payment method is "prepayment on account," and the Buyer has not transferred the agreed-upon amount to the Seller's bank account within 3 business days of the Proforma's acceptance, the Seller may cancel the Order. In such a case, the Agreement shall be deemed not to have been concluded.
4. If the payment method is "trade credit" and the Buyer has not transferred the agreed-upon amount by the payment date indicated on the sales document, the Seller may:
 - withdraw from the Agreement,
 - suspend the completion of the Orders (uncompleted or future),
 - reduce the amount of individual discounts granted to the Buyer.

The Seller may exercise these rights in the case of delay in payment for previous Orders as well as the current Order. No claims for damages or lost profits that may result from suspended deliveries or the reduction of discounts may be made by the Buyer in the present or the future.

5. Each day of the payment delay shall result in the statutory interest charged by the Seller.
6. Unless the Parties have agreed otherwise, the Buyer shall not deduct amounts due to him or her from the Seller from the remuneration due to the Seller under the Agreement (a set-off ban).

V. DELIVERY

1. The delivery of the Goods shall be charged additionally. The costs of release and collection of the Goods shall be borne by the Buyer, unless otherwise specified by the Parties. The Seller may charge an extra fee for the packaging of the Goods in the case of low-value purchases. The Proforma or the Website contains the minimum delivery requirements, delivery and/or packaging fees, and other fees.
2. The Goods shall be delivered through a Carrier.

3. The Buyer may collect the Goods (including in person) only with the Seller's consent in each case. In order to release the Goods, the Seller may require the identification details of the person collecting the Goods.
4. At the time when the Goods are handed over to the Carrier or directly to the Buyer, the benefits and burdens, as well as the risk of accidental loss or damage to the Goods shall be transferred to the Buyer.
5. It is agreed upon that the person collecting the Goods on behalf of the Buyer is deemed to have been authorised by the Buyer to take all actions related to the delivery, including signing the delivery document on behalf of the Buyer.
6. In the event that:
 - the Goods have been delivered by a Carrier that has made at least one attempt at delivery to the Buyer and the Buyer has failed to collect the Goods, or
 - the collection of the Goods has been organised by the Buyer (including in person), and the Goods have not been collected within 7 business days from the date of notifying the Buyer that they are ready for collection,then, the Seller may, at his or her discretion:
 - set another date for delivery or collection of the Goods to the Buyer,
 - withdraw from the Agreement.

The Buyer agrees to pay all costs incurred by the Seller as a result of the Buyer's failure to collect the Goods ordered, including delivery costs.

VI. WARRANTY, LIABILITY, RETURNS

1. Selected Goods offered by the Seller are under the manufacturer's or importer's warranty. The terms and conditions of warranty are specified in a separate warranty document.
2. The Seller is not liable if the Goods are stored, transported, or used contrary to their intended purpose or the manufacturer's requirements.
3. The Civil Code's statutory warranty for defects is not applicable.
4. The Seller's liability to the Buyer for lost profits is excluded.
5. If the Buyer is an Entrepreneur other than a Quasi-Consumer, the Seller's liability for damages is excluded. Other than as expressly provided for in the GT&Cs, the Seller shall bear no liability, including for Orders or deliveries, for damage caused to the Buyer or user by tort or otherwise (except for deliberate damage or damage caused by a hazardous product). The Seller shall not be liable for any damage caused by defects in the Goods, including loss of profits or income, loss of time, or loss of use of machinery or equipment. The Seller shall not be liable for any special or indirect loss or damage, or third-party claims, resulting from the use of the Goods.

Personal collection by the Buyer or delivery by the Seller

6. If the collection of the Goods is organised by the Buyer (including in person) or the Goods have been delivered by the Seller, the Buyer is obliged to check whether the delivery is complete and inspect the technical condition at the time the Goods are accepted.
7. If the Buyer raises any objections, both Parties must prepare a relevant non-conformance report.
8. The Buyer's signature on the goods issue document or the sales document without an attached non-conformance report shall be deemed that the Goods have been checked (point 6 above) and accepted without reservations.

Damage to the Goods during transport

9. If the Goods are delivered by a Carrier, the Buyer is required to check the consignment before acknowledging receipt on the shipping document. If damage or objections are found, the Buyer must prepare a non-conformance report in the presence of the Carrier. The report must specify, inter alia, the details and quantity of damaged or missing Goods in accordance with the Carrier's procedure. The Carrier is liable for any damage that occurred during transport.

Incomplete order, possible complaints

10. If the Buyer has objections as to the completeness of the Goods, the technical condition of the Goods, or the documents related to the Goods upon receipt of the Goods, the Buyer should complete the relevant complaint form available on the Website.

11. A defect shall be understood as a feature of the Goods that prevents them from being used for their intended purpose.
12. The complaint form must be sent in writing or electronically to the Seller's address no later than 7 calendar days upon receipt of the Goods. The complaints lodged after that deadline shall not be considered.
13. After having received the complaint form, the Seller must determine whether the Goods must be returned to the Seller's premises. The Seller reserves the right not to accept consignments that have not been previously agreed to be returned. The Buyer shall bear the costs of returning the Goods under warranty.
14. The Goods being complained about should be packed in such a way that they are not damaged during transport, preferably in their original packaging. It is a requirement for the handling of a complaint that the Goods are:
 - undamaged,
 - complete - i.e., supplied with the documents / certificates / accessories etc. included when sold, particularly along with the Goods / services given or provided for free, the receipt of which, at a preferential price, was a condition for the purchase of the returned Goods.
 - not affected by any signs of use that would indicate that the Goods were used for other purpose than their inspection.
15. The Seller accepts the complaint or refuses to accept it by notifying the Recipient. If the complaint is accepted, the Seller may offer to replace the Goods or reduce the value of the faulty / future Order. The Seller shall make the decision to accept the complaint, and the Buyer shall have no claims regarding a decision on rejection of the complaint.
16. Manufacturers of the finishing materials stipulate that there may be minor differences in colour shade between deliveries. As a result, the Seller considers any possible differences in the colour shades of the Goods not to be defects and shall not accept any complaints on this account.
17. The right to return the Goods shall be vested with the Buyer only if the Seller agrees to this in writing or electronically. The goods with logo imprint made to the Buyer's custom order are non-returnable.

VII. RIGHTS VESTED IN QUASI-CONSUMERS ONLY

1. A Quasi-Consumer that entered into the Agreement remotely or off-site shall have 14 days to withdraw from it without giving a reason and paying any costs, except for those provided for in Articles 33, 34(2), and 35 of the Consumer Law.
2. In order to meet the aforementioned time limit, the Seller must be provided with a declaration on the form available on the Website or using the template attached as Appendix No 2 to the Consumer Law.
3. The Quasi-Consumer is required to return the Goods to the Seller within 14 days of the declaration date. In order to meet the deadline, the Goods must be returned before the time limit lapses. The Quasi-Consumers shall return the Goods at their own cost and risk.
4. In the case of withdrawal from the Agreement, the Agreement shall be deemed not to have been concluded.
5. The Quasi-Consumer shall be liable for any decrease in the value of the returned Goods caused by use other than that required to establish the nature, characteristics, and functionality of the Goods.
6. The detailed rules for exercising the right of withdrawal are stipulated in Articles 27 et seq. of the Consumer Law.
7. In accordance with Article 38 of the Consumer Law, the Quasi-Consumer shall not have the right to withdraw from the Agreement, the subject matter of which is/are:
 - a. a non-prefabricated item manufactured according to the Quasi-Consumer's specifications or aimed at satisfying the Quasi-Consumer's individual needs,
 - b. a perishable item or an item with a short shelf life,
 - c. a product delivered in sealed packaging that, if opened after delivery, cannot be returned due to health or hygienic reasons,
 - d. items which, once delivered, by their nature, are permanently attached to other things.

8. In the case of non-conformity of the Goods with the Agreement, the Quasi-Consumer shall be entitled to rights under the principles provided for in Article 43a et seq. of the Consumer Rights Act of 30th May 2014 for non-conformity of goods with the Agreement.

VIII. INTELLECTUAL PROPERTY

1. The Buyer agrees not to use the Seller's trademarks, commercial marks or symbols without the Seller's prior consent.
2. By agreeing to these GT&Cs, the Buyer allows the Seller to freely use his or her company logotype for marketing purposes (including on the Website or in the customer list).
3. For the performance of certain services, such as logo printing, the Seller shall not be liable for the Buyer's designs and content. By placing an Order, the Buyer declares that:
 - he or she has copyright in all content provided to the Seller and
 - all parts of the design (if they constitute a work as defined by the Act of 4th February 1994 on Copyright and Related Rights) are the Buyer's property, or that he or she holds the relevant consent or licence granted by the authorised person/entity.

The Buyer shall be fully liable for any legal defects resulting from the content delivered for the performance of commissioned works and the designs, including any violations of third-party copyright and other rights.

IX. PERSONAL DATA PROTECTION

1. The Seller is the Data Controller for the Customers' personal data.
2. The Customers' personal data is processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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/EC (General Data Protection Regulation - "GDPR").
3. The Request for Quotation requires a full name and email address. This is the basic personal data that the Seller needs to have to respond to the request. The Customer may also provide the Seller with his or her phone number.
4. By sending a Request for Quotation, the Customer gives his or her consent to the processing of his or her personal data and provides it on a voluntary basis. The Customer's consent is the basis for processing personal data. The Customer is not obliged to provide personal data, but failure to do so will result in an inability to respond to his or her inquiry.
5. If the Customer decides to submit an Order, his or her personal data, such as first name, surname, delivery address, email address, and telephone number will be processed in accordance with Article 6(1)(b) of the GDPR for the purpose of performance of the Agreement.
6. The Customer shall have the right to access his or her personal data and to correct it. The Customer may withdraw his or her consent to the processing of personal data at any time or request that processing be limited. The Seller should be informed about the withdrawal of consent. The withdrawal of consent has no effect on the lawfulness of the processing before such a withdrawal.
7. The Customers' personal data will be processed until the following objectives are met;
 - response to the Request submitted,
 - performance of the Agreement concluded,
 - fulfilment of public law liabilities, including the proper settlement of taxes,
 - security and the assertion of any claims,and will not be transferred to other recipients of personal data.
8. The Customers shall have the right to file a complaint with the President of the Personal Data Protection Office, if the security of their personal data is breached.

X. DEFINITIONS

Unless otherwise determined by the Seller, terms and definitions included herein, as well as on the Proformas, the Websites, or in other such materials shall have the following meanings:

Seller – P.A.T. BUGAŁA sp.k., ul. Legionów 98, 42-200 Częstochowa, Tax Identification Number: 5730207288, KRS No [National Court Register Number]: 0000944337, REGON: [National Business Registry Number]: 150020489, phone number: + 48 34 360 23 82, sklep@bugala.eu .

Buyer's email address - shall be understood as the email address used by the Buyer to place an Order, which was indicated in the Order / Framework Agreement or available on the Buyer's website.

Price List / Offer / Proforma - shall be understood as a document prepared by the Seller containing, inter alia, the prices of the Goods selected by the Buyer, made available to the Buyer as a printout or in electronic form.

Civil Code - shall be understood as the Act of 23rd April 1964 (Journal of Laws No 16 item 93 as amended).

Consumer - shall be understood as a natural person concluding the Agreement with the Seller that is not directly connected with his or her business or professional activity.

Buyer/Customer - shall be understood as the Entrepreneur or Quasi-Consumer, or persons acting on their behalf or for their benefit.

GT&Cs - shall be understood as the General Terms and Conditions of Sale applicable to Entrepreneurs and Quasi-Consumers or Consumers.

Website / Online Store - shall be understood as the website available at www.shop.bugala.eu, through which the Customer may send a Request or Order.

Consumer Law - shall be understood as the Act of 30th May 2014 on Consumer Rights (Journal of Laws of 2014, item 827 as amended).

Entrepreneur - shall be understood as an entrepreneur as defined by Article 43[1] of the Civil Code.

Carrier - shall be understood as the entity or person delivering the Goods ordered by the Buyer.

Quasi-Consumer - shall be understood as a natural person that concludes an Agreement with the Seller directly related to his or her business activity, when the Agreement indicates that it does not have a professional character for him or her (due, in particular, to the type of his or her business activity, made available under the CEIDG [Central Registration and Information on Business] regulations).

Parties - shall be understood as the Buyer or the Seller individually, or the Buyer and the Seller collectively.

Goods - shall be understood as a product included in the Offer or on the Seller's Website.

Agreement - shall be understood as a sales agreement as defined by the Civil Code.

Framework Agreement - shall be understood as an optional agreement governing the specific terms and conditions of cooperation between the Parties.

Order - shall be understood as the Buyer's declaration of intent containing, in particular: correct name and quantity of the Goods, place and method of delivery, payment method, full details of the Buyer, date and other terms and conditions relevant to the Buyer. Each Order shall be deemed to be an offer by the Buyer to the Seller as stipulated in the Civil Code.

Request - shall be understood as the Buyer's declaration of intent to purchase the Goods made via email, phone, or the Website.

XI. FINAL PROVISIONS

1. The Buyer shall immediately notify the Seller of any change of address for service, authorisations or powers of attorney for:
 - the Orders placed by previously authorised/entitled persons to be deemed valid; and
 - the delivery to the last address to be deemed effective.
2. To all matters not settled in these GT&Cs, the Framework Agreement or the Terms and Conditions of Additional Services, the provisions of the Civil Code shall apply.

3. If any of the GT&Cs provisions are deemed invalid, illegal, or unenforceable in any way under legal provisions of law, the validity of the other GT&Cs provisions shall remain unchanged.
4. All matters and disputes arising out of orders or agreements concluded between the Parties shall be subject to the exclusive jurisdiction of Polish courts and Polish law. The court competent to resolve the disputes shall be the court having jurisdiction over the Seller's registered office.
5. In the case of a dispute, the Parties may seek out-of-court dispute resolution, such as mediation or the assistance of a Consumer Ombudsman.
6. Agreements may also be concluded in English (or another language if the Seller agrees) with a Buyer residing or having its registered office outside the territory of Poland. In the case of a dispute, the Polish version of the Agreement shall prevail.
7. The Parties shall exclude the application of the United Nations Convention on Contracts for the International Sale of Goods dated 11th April 1980.
8. The content of these GT&Cs may be amended. Any amendments to these GT&Cs shall enter into force on the day they are published on the Website. The amendments shall not apply to Orders placed before the effective date of the amended GT&Cs.