

## §1 GENERAL

1. The Terms and Conditions of Partner Internet Sales System outlay the rules, guidelines and policies of using the Internet Sales System accessible at <https://izam.partner-parts.pl> and any extensions thereof. They include the terms and conditions of agreements with Partner Spółka z ograniczoną odpowiedzialnością for sales of products offered in the Internet Sales System; customer complaints and claims procedures, product delivery and returns and delivery policies.
2. The Internet Sales System is operated by Partner Sp. z o.o. with its registered office situated in Wrocław, ul. Jerzmanowska 21, 54-530 Wrocław, registered under National Court Register number 0000171970 in the Register of Entrepreneurs of the District Court for Wrocław – Fabryczna, Division 6 of the National Court Register; Taxpayer's Identification Number - NIP: 8940013103; Business Statistical Number - REGON: 93019415100000; share capital PLN 50,000.
3. You can contact the Internet Sales System by:
  - a) e-mail at [partner@partner-parts.pl](mailto:partner@partner-parts.pl)  
phone at +48 71 35 35 754 (between 9:00 a.m. and 02:00 p.m. Monday to Friday except for public holidays).
  - b) letter posted by traditional mail to: Partner Spółka z ograniczoną odpowiedzialnością, ul. Jerzmanowska 21, 54-530 Wrocław
4. You will be able to use the Internet Sales System (ISS) functions – e.g. access the offer after logging onto the site, if you accept these Terms and Conditions, which you will do voluntarily.
5. As a User, you can access these Terms and Conditions free of charge at <https://izam.partner-parts.pl> and:
  - a) familiarize yourself with the text,
  - b) fix the content by printing it yourself or recording it on an external carrier, e.g.: download in PDF,
  - c) familiarize yourself with the current version of the Terms and Conditions and any previous ones.
6. In these Terms and Conditions unless the context otherwise requires:
  - a) **Partner** – means Partner Sp. z o.o. with the registered office in Wrocław, ul. Jerzmanowska 21, 54-530 Wrocław, a company that is entered in the Register of Entrepreneurs kept by the District Court for Wrocław– Fabryczna, Commercial Division 6 of the National Court Register; National Court Register number: KRS 0000171970, VAT Register number - NIP: 8940013103, Statistical Business Number: REGON: 93019415100000; share capital: PLN 50,000;

- b) **Loyalty Program** – means the Loyalty Program arranged by Partner to offer personalized discounts to eligible Buyers in accordance with the Loyalty Program Rules which can be accessed and downloaded from the website after signing in to the ISS,
- c) **Internet Sales System, the ISS or the System**– means the internet sales system operated by Partner and available at <https://izam.partner-parts.pl>. The ISS resources and services can only be accessed after registering a User Account and logging in.
- d) **Discount** – means any discount given to the Buyer on an individual basis to authorize purchasing products at lower prices under the terms and conditions set forth in the Loyalty Program Rules.
- e) **Price** – a net amount expressed in Polish zloty - PLN, US dollars - USD or Euro - EUR receivable by Partner for transferring the ownership of the Product on the Buyer. The Price is net of delivery costs.
- f) **Buyer** – an entity that is the other party of the Sales Agreement with Partner (a client of Partner Sp. z o.o.) and engages into economic activities as a business registered with the CEIDG – the Polish Central Business Records and Information system, or a commercial company, or a foreign supplier, or a foreign contractor. The Supplier excludes any sales to non-entrepreneurs. All sales of the Internet Shop are exclusively to professional entities including those holding the status of Consumer Entrepreneurs.
- g) **Account** – Electronic Service marked with a unique identifier (Login – ID) and a password provided by the Buyer, a set of resources in the ISS that allows the Buyer to exploit the ISS resources, enter into Sales Agreements, save and store the information about the Buyer's delivery addresses for the purpose of shipping Products and delivering other services available from Partner. An account can be accessed upon logging on by entering the User's log-in and password.
- h) **Product** – a movable thing which is available in the Internet System as an object of a sales agreement between the Buyer and Partner on payment of the Price. All Products are brand new although they are not manufactured by the Supplier. All Products are registered and approved for sale within the territory of the Republic of Poland.
- i) **Parties** – Partner and Buyer.
- j) **Entrepreneur** – means an individual (a physical person), a legal person (a corporate body) or an organizational unit that engages into economic or professional activities in its own name and stead as an entity which is shown in a register or a book of records officially kept for this purpose.
- k) **Consumer Entrepreneur** – means a Buyer who is an individual (a physical person) and enters into an agreement directly relating to their commercial business where nothing in the content of the agreement will in respect to the said individual indicate that the agreement is of a professional nature, especially relating to the objects of the commercial business conducted by the said individual within the territory of the Republic of Poland which objects are obtained in compliance with the CEIDG regulations; and/or a foreign entity which is an Entrepreneur under the laws of the country of its origin.

- l) **Electronic Service** – the provision of services by electronic means in the meaning of the Services Provided By Electronic Means Act of 18 July 2002 where a service is to be provided by the Supplier to the Buyer through the Internet Sales System within the limits of the services provided by the entities cooperating with the Supplier. The relevant provisions concerning the rules applying to the use of such services are laid down in the terms and conditions of the services supplied by any such entity.
- m) **Cart** – an electronic service available to each Buyer after logging in on their Account. The service facilitates placing a purchase order for one or more products by the Buyer, displays summary screens with a Price break-down to individual Products or Price totals (and shipping costs if any). The Car stores all the Buyer's offers for signing Sales Agreements, i.e. a single Order may comprise more than one offer for signing a Sales Agreement.
- n) **Order** – a declaration of intention submitted by the Buyer via the means of remote communication – the ISS. It states the Buyer's direct intent of entering into a distance Sales Agreement, describes the Product included in the Buyer's offer for entering into the Sales Agreement and provides the Buyer's information as required to enter into and enforce the Sales Agreement. Each Order for a Product is treated independently as the Buyer's offer to enter a Sales Agreement (technical facilitation). A Sales Agreement is deemed signed as soon as the Order is accepted.
- o) **Order History** – an Electronic Service that is part of the Account functionalities to allow the Buyer to browse through the ISS records for the status, content and details of every Order placed in the ISS.
- p) **Sales Agreement** – a sales agreement in the meaning of the Civil Code with regard to a transaction where in consideration for the payment of the Price and additional expenses if any inclusive of shipping costs, Partner performs an act of selling to the Buyer. The terms and conditions of the transaction of selling are *inter alia* set forth in these Terms and Conditions. A Sales Agreement is made between the Buyer and Partner via distance communication after the acceptance of an Order by Partner subject to the provisions of these Terms and Conditions. Each Product is the object of a separate Sales Agreement. Partner may within the limitations of the ISS functionalities decide to enter into a single Sales Agreement for more than one Product on account of the fact that such products are directly related – e.g. a Set, promotion.
- q) **User** – means anyone who uses the ISS after logging on with the use of the Internet via browsers and/or a mobile device which communicates with the Internet if they purchase, intend to purchase any Products and/or familiarize themselves with the Partner's offer via the System.
- r) **Terms and Conditions** – mean this document which provides for the terms and conditions of using the Internet Sales System available at <https://izam.partner-parts.pl> and its extensions including the rules of forming agreements with Partner Sp. z o.o. for sales of products offered in the ISS; filing complaints; returning and supplying purchased Products. The Terms and Conditions set forth the rights and obligations of the ISS Users inclusive of the Buyer and Partner. The Terms and Conditions of Electronic Services are the terms and conditions laid down in Article 8 of the Electronic Service Act of 18 July 2002.

**§2****GENERAL RULES FOR THE USE OF THE INTERNET SALES SYSTEM**

1. The minimum requirements for the User's hardware and software to ensure the full and faultless use of the ISS:
  - a) a device with access to the Internet,
  - b) the latest version of an Internet browser with JavaScript enabled,
  - c) an active customer's account to log in and place an Order.
2. Partner reserves the right to suspend or limit access to the ISS at any time without notice to Buyers. Please note that Partner does not warrant an uninterrupted, faultless or technical downtime-free use of the ISS. In the event of any failure, non-availability or shut down for maintenance, Partner will use its best endeavors to promptly restore the operation of the ISS. Any downtime or failures should not affect the processing and completion of any of the accepted Orders.
3. The System is exclusively designed to be used directly by those engaging in business in their own name and capacity as commercial businesses and/or professional sole traders (entrepreneurs), who obtain the status of Users on the completion of the registration procedure laid down in §4 below.
4. If a User is not a physical person (an individual) it may use the system only through its authorized persons who are duly appointed to act for such a User subject to the detailed terms and conditions for User registration laid down below.

**§3****ELECTRONIC SERVICES IN THE INTERNET SYSTEM OF SALES**

1. The following electronic services are provided free of charge by Partner via the ISS information and communication technology system:
  - a) **User Account** – subject to the completion of the registration process as described in this section,
  - b) information about goods available to the User for purchase from Partner under individual Sales Agreements,
  - c) history of Orders,
  - d) information on discounts and/or the EGO Dealer's status,
  - e) placement of Orders and formation of Sales Agreements with Partner subject to these Terms and Conditions,
  - f) access to viewing text and graphic content presented by Partner in the ISS.

2. An entity which uses Partner's electronic services is also required:
  - a) to provide true, valid and complete information as required and requested in any form available in the Service and immediately update such information,
  - b) to ensure that the operation of the Supplier and the Service is not disrupted by the entity's using the services and functionalities which are made available to the entity by the Supplier,
  - c) to not supply or transmit within the System any materials or content that may be prohibited by law including but not limited to any materials or content that may violate any third party authors' property rights or personal legal interest,
  - d) to not undertake any activities such as:
    - circulating, distributing or placing any illegal or unlawful materials or content in the System (unlawful content ban),
    - engaging into any computer system-related activities or any activities which may be aimed at taking possession of any information that is not intended for the User including but not limited to other Users' information or interfering with the rules or technical aspects of the System's operation,
    - unauthorized modifying any materials and content supplied by the Supplier including but not limited to prices or product description provided in the System.
3. All complaints relating to the foregoing electronic services can be made by email to [reklamacje@partner-parts.pl](mailto:reklamacje@partner-parts.pl). In the description of a complaint, the User is required:
  - (1) to provide information and circumstances of the problem; the type of irregularity and the date of occurrence;
  - (2) to specify what the User requests and
  - (3) to provide contact details of the person who files the complaint to facilitate and speed the Partner's complaint process.All the requirements listed in the preceding sentence are recommendations and do not impair the effectiveness of any complaints which are short of the recommended description of a complaint. The Service Provider will promptly reply to a complaint within 14 days of filing thereof unless the law or any applicable regulations provide for a different time limit.
4. In view of all the use-of-the-Internet-related threats, including but not limited to the risk of malware infiltrating the User's ICT system, Partner recommends the use of the latest updated version of software and anti-virous programs.

**ACCOUNT**

5. The following are some of the services provided by Partner via the ISS to all registered users who have created their accounts:
  - a) maintaining a web session after logging in to an Account (with the use of a browser),
  - b) providing an option to change the delivery address, the method of payment or the method of delivery.
6. To start using the ISS, a prospective user has to register as a User, complete the registration form on [partner-parts.com/strefa-dealera/rejestracja-b2b](https://partner-parts.com/strefa-dealera/rejestracja-b2b), familiarize themselves with all the consent-related documents and give all the necessary consents. The registration form and consents are submitted voluntarily, but the boxes in consent form must be marked accordingly to give the consent and be able to successfully register a User Account and log in to the ISS. The fact that the form has been completed does not mean that Partner has agreed to register an account. Partner may refuse to register an account for objective reasons and/or for the reason of being provided with false information by the User.
7. To log in to the ISS complete the registration form at [izam.partner-parts.pl/login](https://izam.partner-parts.pl/login), the User must familiarize themselves with all the consent-related documents and give the necessary consents. The registration form and all the consents are given voluntarily, but the successful identification of a User and logging in to the ISS will not be possible without all the necessary consents.
8. To log in to the ISS the User is required to provide the following information: Business Name (description of an entity), Employee (description of an authorized contact person for the entity), a password (issuing a personalized password for the User Account).
9. No ISS User is authorized to disclose any information defined in paragraph 7 to a third party. In the event of such disclosure, the User shall be solely liable for any damage caused thereby. If such disclosure is confirmed, Partner may terminate the electronic service agreement with immediate effect and delete the User Account.
10. Partner shall not be liable for any damage caused by false, incomplete or void information provided by the User in the registration or log-in procedures.
11. An additional functionality is available in the Account service. The User may view its History of Orders.

**USER IDENTIFICATION**

12. The System may be used exclusively by registered Users after logging in. To log in to the System the User is required to enter the information provided during the registration procedure and the correct password.
13. In the event of any change in the information provided by the User during the registration procedure, the User is required to update such information prior to subsequently signing a Sales Agreement with Partner immediately following such a change. Partner shall not be liable for the Performance of a Sales Agreement on the basis of any information that is out of date or not updated by the User.

**CART SERVICE**

14. The use of the Cart begins when the User adds the first Product to the Cart.
15. The Cart is a service provided free of charge, available to anyone logged in and having a User Account. When an Order is placed, the service is completed.
16. The User may on its own adjust the data entered within the Cart by adding or removing items to or from the Cart.

**TERMINATION OF SERVICE AGREEMENT**

17. An agreement for the provision of electronic services is deemed concluded when the registration of an Account under § 3 of these Terms and Conditions is confirmed to the User by an e-mail message to be sent by Partner to the e-mail address that the User entered during the registration process. The Account Service is provided free of charge for an unlimited period of time. The User may cancel the Account (Account cancellation) at any time without giving any reason by sending a request to Partner either by e-mail to: [partner@partner-parts.pl](mailto:partner@partner-parts.pl) or in writing to Partner's address. No Order can be placed in the ISS unless an Account has been created.
18. Subject to one month's notice, Partner may at any time terminate an agreement with the User for the provision of electronic services for valid reasons where such reasons are (within the closed catalogue) understood as:
  - a) any change in the laws applicable to the services provided by Partner via electronic means where such a change may affect the mutual rights and duties set forth in the agreement or any change in construing the aforementioned laws which may result from jurisprudence and/or any decisions, recommendation and/or guidance of any competent authorities or bodies,
  - b) any change in the method of providing services due to technical or technology-related reasons only (including but not limited to any updates of technical requirements specified in these Terms and Conditions),

- c) any change in the scope of services and/or the provision of the services to which these Terms and Conditions apply where such a change results from Partner's introducing new functionalities and/or services or modifying the existing functionalities and/or services subject to these Terms and Conditions.
19. Partner will send or text its statement relating to the preceding clause to the e-mail address or telephone number provided by the User on registration.
  20. Partner may terminate an agreement with the User for the provision of electronic services at seven days' notice and/or refuse the User any further use of the Account Service and/or limit the User's access to the foregoing services or any part thereof for valid reasons, i.e. in the event of gross breach of these Terms and Conditions by the User where the User (within this closed catalogue): uses the Account and/or services and fails to comply with the applicable laws and/or violates third parties' rights and/or conform with these Terms and Conditions and/or common practice and rules of social coexistence including but not limited to supplying unlawful or illegal content.

#### **§4**

##### **CONTENT AND MATERIAL AVAILABLE IN THE INTERNET SALES SYSTEM**

1. Partner represents that it holds the author's rights to all the content and material in the Internet Sales System. The User is not authorized to reproduce or distribute any materials or photographs comprised in the Internet Sales System.
2. Partner is not responsible for any material hosted on any websites referred to by hyperlinks in the Internet Sales System.
3. The original numbers used in the Internet Sales System are used for information and clarification only.
4. Partner Sp. z o.o. is not responsible for any errors or obsolescent material and content in the Internet Sales System, specifically for any minor technical differences which may occur between actually ordered goods and the information about such goods and affect their functionality.
5. Please note that the descriptions of goods on the Internet Sales System websites may contain errors, which does not constitute the reason to any claims against Partner Sp. z o.o. In case of any doubts about goods to be ordered, please contact Partner Sp. z o.o. at [reklamacje@partner-parts.pl](mailto:reklamacje@partner-parts.pl) to verify the information hosted on the site.



6. All information contained on the System sites serves the purpose of general guidelines and clarification. It is based on such sources as Partner considers reliable and verified. In view of any potential errors or omissions caused by such actions as may be beyond the Partner's control, the Partner shall not be liable for validity, accuracy or completeness of any information presented in the Internet Sales System. Partner is not responsible for the suitability or usefulness of such information for any specific activity on the part of the ISS User.
7. All information presented in the ISS in respect of the Products is merely an invitation from the Partner to an ISS User to enter into an agreement in the meaning of Article 71 of the Civil Code. The main characteristics of each Product-related performance including the object of the performance and the method of communication with the User is available in the Product Data Sheet or otherwise defined in the ISS to reflect the specifics of a given Product .
8. The User shall solely accept all risk involved in using or exploiting any information shown in the System. Partner shall not be held liable for damages, direct or indirect, incurred by the System Users or third parties with regard to the use of any data hosted in the System.
9. Partner also reserves the right to withdraw any of the products which are shown in the System or modify their specifications or prices.

#### **INTELLECTUAL PROPERTY RIGHT TO HOSTED MATERIALS**

1. All rights to the Internet Sales System including but not limited to author's property rights, intellectual property rights to its name, Internet domain, forms, legal documents, logos, trademarks, text, graphics, photos and other content posted by the Seller belong to Partner and may only be used in accordance with these Terms and Conditions.
2. It is prohibited to copy, reproduce, modify, produce multiple copies or distribute any part of the Internet Sale System, the Service or any part thereof without obtaining Partner's prior consent in writing except as expressly permitted in the applicable laws and/or these Terms and Conditions. Partner may take steps, including legal action, to protect its interests and the interests of Buyers whose rights have been violated by such activities.
3. All rights to use, copy and/or distribute any information available in the Service are subject to the provisions of the Copyright and Related Rights Act. The use of the information in the Internet Sales System may only be authorized subject to notifying Partner and obtaining Partner's consent in writing.

**§5****THE TERMS AND CONDITIONS OF ORDERING FOR NON-CONSUMER-ENTREPRENEUR BUYERS**

1. The following information is required for every ISS sales transaction: type and quantity of Products in each Order, date and place of release (preferably a detailed Product delivery address), a authorized person (persons) to accept the Products dispatched by the Buyer's authorized persons.
2. The Supplier shall hold the ownership right to the object of the Sales Agreement until the full price and all sums due under the Sales Agreement are paid. The foregoing applies to any object of Sales Agreement regardless of its location that may be kept in storage or incorporated by installation into a thing.
3. A Sales Agreement is deemed concluded on confirmation of an ISS Oder by Partner and/or issuance of an invoice for the ordered Products.
4. Partner will use its best endeavors to ensure the timely delivery of all Orders. The Buyer shall not be entitled to any damages for a late or delayed delivery of Products except for Partner's culpable delay.
5. Partner may at its discretion refuse to accept an Order. The provision in the preceding sentence shall not infringe on the rights of the Entrepreneur with Consumer Status which transpire from *jus cogens* and the provisions of these Terms and Conditions.

**§6****DELIVERIES AND RESPONSIBILITY FOR ORDER PROCESSING**

1. The Buyer shall collect the Products at the time and place specified in the Order unless otherwise agreed by the Parties.
2. The delivery of a Product shall be deemed accepted when a relevant document is signed by an authorized person acting for the Buyer to confirm the quantity and quality of the delivery, which is the exclusive grounds for the Supplier to receive and process any complaints.
3. If a Product is delivered to the Buyer under the foregoing paragraph 2 and the Product fails to meet the Order specification, or the Order was never placed, or the Order was placed by an unauthorized person, the Buyer shall at its own expense return the Product to the Supplier on the next working day. Otherwise the Product shall be deemed accepted without any objection by the Buyer who thereby waives the right to warranty by the statute or the right to return.

4. Where Product delivery costs do not exceed PLN 2,500 as shown on the invoice they shall be paid by the Buyer. A shipment of goods exceeding the above amount shall be paid by the Service Supplier.
5. The Buyer or the authorized person acting for the Buyer under § 5.1 of these Terms and Conditions shall be fully responsible for verifying the conformity of each delivered Product with the enclosed invoice and the Order on delivery and acceptance of the Product.
6. The right to claim compensation for shortage or damage to a consignment and/or any discrepancies between the invoice and the Order is conditional on either drawing up a complaint report under Article 545 of the Civil Code directly on delivery with the participation of the employee of a courier service or refusing to accept the delivery and immediately communicating the refusal via the channels specified in these Terms and Conditions.
7. Partner may reject a complaint to the extent that the claim was filed after the acceptance of the delivery by a courier or after the collection of goods directly from Partner's warehouse.
8. If the Products are not collected within the time limit, Partner will charge a contractual penalty of PLN 50 net (in words: fifty zloty) in warehousing costs for each day of delay in collection. Partner reserves the right to seek additional damages to recover the full amount of the damage incurred.
9. Partner shall not be liable for damages due to errors or delays in delivery which are caused by an act or omission of the carrier/courier.
10. The risk of accidental loss of or damage to the product shall pass to the Buyer effective from the delivery of the Product to the Buyer. If the Product is to be shipped by Partner to the destination specified in the Order, the delivery shall be deemed effected on handing the Product to a carrier that engages in the transport of goods of this description. The risk of accidental loss of or damage to the Product shall pass to the Buyer at that moment.
11. Partner shall only be liable for an intentional damage or a damage incurred due to gross negligence. This liability covers only actual damage.
12. This section does not apply to any agreements with Consumer Entrepreneurs, especially to their rights concerning goods non-conforming with the contract, complaint procedures or the termination of distance contracts.

**§7****GUARANTEE AND PRODUCT DEFECT. RETURN POLICY**

1. Partner warrants that all Products sold to the Buyer under these Terms and Conditions will be free from defects. The terms and conditions of guarantee are set out for each Product in the manufacturer's guarantee certificate if any.
2. The Buyer shall immediately (within 3 calendar days at the maximum) notify Partner of any defects which could not be identified on the acceptance of a delivery despite close scrutiny. Failing to fulfil this obligation will result in the Buyer's losing the right to warranty by statute.
3. The notification of a defect to goods must be in writing to take effect. The Buyer shall make all defective goods available to Partner for inspection "as delivered" every time at Partner's request. Partner's liability for defects to goods ceases if the goods are processed.
4. If in Partner's opinion a technical expert's study is required to identify defects, Partner will state its position on the defectiveness of the Product after the expert's report is obtained.
5. No complaint will be accepted unless it is made in writing. Complaints are processed after defective goods are examined by Partner or an expert's study report is completed. If a complaint is accepted, Partner shall replace all defective goods at its own expense within a period of time agreed between the parties. If such replacement is not possible or if additional expenses may arise on the part of Partner, Partner may refuse to replace such goods and refund an appropriate part of the price to the Buyer.
6. Partner shall be released from liability for non-performance or malperformance under the Agreement due to any defects to the goods relating with the negligent execution of goods by the manufacturer. The parties also agree to exclude Partner's liability under warranty by statute. Partner shall not be liable under warranty by statutes if the goods were repaired by the Buyer without the Supplier's consent in writing.
7. Otherwise any entitlements under the warranty lapse one month after delivery of the goods. The preceding sentence shall not apply to agreement with Consumer Entrepreneurs.
8. Partner or its employees, authorized representatives and/or agents shall not be held liable to the Buyer, its subcontractors, employees, authorized representatives and/or agents for any damage, including loss of profits unless such damage was caused by them intentionally.
9. The Supplier does not warrant that the goods be fit for any specific use or application. All risk of the intended use and application of the contractual goods shall lie solely with the Buyer. All information to this extent is provided by the Supplier as a matter of courtesy not for the reason of any specific use or application.
10. The initiation of a complaint procedure does not release the Buyer from the obligation to pay the price for any goods that have been released.

**RETURNS**

11. Standard value Products may only be returned in justified cases after obtaining Partner's acceptance in writing unless otherwise agreed by the Parties. This does not apply to the Consumer Entrepreneur.
12. Partner may charge a handling fee of 10% of the value of the returned Product but not less than PLN 50 net.
13. Products shall be returned to Partner to the following address: Partner Sp. z o. o., ul. Jerzmanowska 21, 54-530 Wrocław at the expense and risk of the Buyer with the return number written in a visible place on the parcel
14. Any Product returns without the return number and/or sent at Partner's expense will be sent back at the Buyer's expense or refused to be received.
15. The provisions of this paragraph shall not apply to any Orders and Sales Agreements with Entrepreneurs enjoying Consumer Rights.

**§8****METHODS AND TERMS OF PAYMENT FOR PRODUCTS**

1. Partner will ensure that the methods of payment which can be viewed in the ISS are available to the Buyer.
2. All the methods of payment are specified in the System and displayed before any Order and Sales Agreement are placed, formed and signed by the Buyer. The availability of a method of payment may depend on the Buyer's choice of the type of delivery and/or the Product features. The methods of payment available to the Buyer may change if more than one Order is placed at the same time. The products included together in the same order may also be a factor.
3. The following are the different methods and terms of Payment that Partner makes available to the Buyer:
  - a) transfer,
  - b) transfer with a deferred date of payment (credit options: 3 days, 14 days, 30 days, 60 days, 90 days) –  
*in granting one of the options to the Buyer Partner is guided by the format of a specific offer or promotion and the matching terms of payment;*
  - c) cash on collection from Partner's warehouse;
  - d) cash on delivery;

4. Except for the deferred payment under the foregoing paragraph 3 b), Partner may send an e-mail (transactional e-mail) to the Buyer to remind the Buyer about a pending payment and an abandoned cart if a payment has not been received.
5. If the Order is not subject to any conditions, the payments for all delivered Products are to be transferred to Partner's bank account against invoices (or pro-forma) delivered by Partner to the Buyer.
6. The cost of delivery will be added to each invoice as set out in the Order.
7. VAT will be added to Product prices in accordance with the applicable law.
8. Where Partner is responsible for the delivery of the Product to the Buyer via a carrier/courier, the Buyer agrees that the date of delivery is the day of releasing Products to the carrier/courier. The foregoing does not apply to Consumer-Entrepreneurs.
9. The Buyer authorizes Partner to issue VAT invoices including electronic invoices without the signature of a person authorized to receive them on behalf of the Buyer.
10. The term of payment shall be deemed satisfied when the amount receivable shown in the invoice is credited to Partner's bank account not later than at due date.
11. In the event of any late payment, Partner may charge legal interest for late payment. Legal Interest shall accrue effective from the day immediately following the due date.
12. Notwithstanding the provision in the foregoing paragraph 4, Partner may withhold the processing of any Order if the Buyer has failed to pay any earlier invoice unless the payment is made in advance or in cash inclusive of paying off all arrears to date, in which case Partner shall not be liable to the Buyer for non-performance under the Agreement and the Buyer shall waive all claims relating to such non-performance. The provisions of this paragraph shall not apply to the Consumer Entrepreneurs.
13. The Supplier declares that it has the status of the entrepreneur in the meaning of the Counteracting Excessively Protracted Trade Transaction Act of 8 March 2013.
14. All transfer payments resulting from the Sales concluded by the parties of the Agreement should be to such a bank account as specified in each invoice.
15. On logging in to the Account, the Buyer may verify its Payment status, dates or any invoices pending.

**§9****INFORMATION ABOUT THE PRESENTATION OF PRICES AND PRODUCTS TO ISS USERS****PRESENTATION OF PRICES**

1. All the ISS prices are net prices (net of output VAT).
2. Partner informs that in the event of promotion, the lowest Price applied to the Product during the 30 days immediately preceding the application of the price reduction shall be displayed next to the offered price. For clarification, Partner states that this Price may be identical to the base Price. The lowest Price information does not refer to any individual discounts offered to ISS Users in accordance with the provisions of the Loyalty Program.
3. The Users are informed by Partner that some of them may become EGO Brand Dealers subject to certain applicable conditions. Such traders will be allowed individual discounts for EGO Products by Partner. A discount cannot be combined with other promotions.
4. Prices to be offered to the Users under the Loyalty Program membership discount may differ among the Users subject to discounts which may be allowed to each of them individually.

**OFFER SEARCHES AND PLANNING**

1. Partner informs that Partner does not use any offer ranking-related tools or any tools to interfere with the research results obtained through keywords entered by the Buyer. All research results are shown at random unless the Buyer selects a filter at it e.g.: amounts, manufacturers, name.
2. Partner does not present any sponsored Product offers in search results. If such offers appear Partner will mark them in search results accordingly.

**§10****PROVISIONS APPLICABLE TO BUYERS WITH THE STATUS OF CONSUMER ENTREPRENEUR**

1. This § 10 of the Terms and Conditions inclusive of all its stipulations applies to Buyers with the status of Consumer Entrepreneur only. If this section does not provide for such matters as the placement of Orders, the formation of and performance under any Agreement between the Buyer and Partner and/or any rights of the parties which may otherwise arise from such Agreements, the other provisions of these Terms and Conditions shall apply.

**CONTENT OF PRODUCT SPECIFICATION SHEETS**

1. All information presented in the ISS is only an invitation directed to the ISS Users by Partner to enter into an agreement in the meaning of Article 71 of the Civil Code. It is not an offer as provided in the Civil Code. The nature of performance inclusive of the object of performance and the method of communicating with the User are laid down in each Product Specification Sheet or elsewhere in the ISS in such a form as may be reasonable and practical in respect of a given Product.

**PLACING ORDERS**

1. A Sales Agreement between the Buyer and the Seller is deemed concluded when an Order is placed by the Buyer.
2. Partner makes the placing of an Order available to the User through the System in the following way and order:
  - a) the Buyer adds a selected Product (Products) to the Cart and moves to the order form;
  - b) the User confirms that the information required to place the Order is valid;
  - c) any invalid or untrue information that the User provides may prevent the Order and the Sales Agreement from being successfully completed and formed;
  - d) the method of payment for the Price and the type of delivery are selected when the Order form is completed (Order placement),
  - e) Partner verifies each Order and without undue delay sends the message to the Buyer:
    - to confirm the acceptance of an offer for the Product or more than one offer for Products and the conclusion of the Sales Agreement; or alternatively
    - to notify that not every Product offer is acceptable under the Order for such reasons as outstanding payments or exceeded credit limits or Product unavailability.

In which circumstances the Buyer may cancel the Order in respect of every or any offer. This shall not constitute an infringement of the Buyer's right to contract out.
3. A Sales Agreement shall be deemed concluded on confirmation of the Order and allow only for that scope or part of the Order that has been confirmed.
4. The fact of placing an Order shall be construed as the consent to receive invoices, adjustment (correction) invoices and/or any duplicates of such documentation electronically to such an email address as requested. Partner shall send an invoice/s receipt with each Order confirmation.



5. Partner may provide the Buyer with Order status updates also by sending e-mails, texting or making phone calls to such addresses or numbers as provided by the Buyer.
6. Partner shall use all reasonable endeavors to ensure the availability of all the Products and performance under the Sales Agreement. Where performance is not possible due to extraordinary or unforeseeable circumstances or by law, the provisions of the Civil Code may apply including but not limited to Articles 493-495 of the Civil Code, specifically regarding the duty of immediate return of any cash consideration to the Buyer.
7. The total value of an Order is inclusive of the Price, shipping or any charges relating to the Buyer's chosen method of payment if any. Partner may define a minimum Order value at which Products are shipped free of charge. The Buyer is advised of total costs of each Order before placing the Order and entering into the Sales Agreement.

**PRODUCT DELIVERY**

1. Product deliveries are carried out by a contractor – a mail service operator (e.g. a courier or a pick-up station service) to be selected by the Buyer when the Order is placed. All Product deliveries are subject to payment except for Orders which may be placed by the Buyer during a promotion or if the sales of goods ordered exceed PLN 2,500 net at one time.
2. The availability of different types of delivery may depend on the Buyer's preferred method of payment and/or the nature of the Product. The types of delivery available at any time are subject to change if more than one Order is placed at the same time and also in respect of specific Products included in a given Order.
3. Partner shall complete a delivery promptly – the delivery date may be extended in extraordinary situations and Partner shall notify the Buyer thereof (e.g. sales, holiday season, unforeseeable circumstances such as the breakout of pandemics etc.).
4. A longer lead time is allowed for any Products to be customized at the request of the Buyer.
5. On receipt of the parcel with the Product delivered by a courier or a mail service operator, the Buyer should inasmuch as it is practical verify the Product in the presence of the carrier for the completeness and faultlessness. If the Product is damaged by the carrier, a statement of damage must be put in writing and the Seller must be notified accordingly.
6. Couriers, mail service providers and pick-up station operators follow their own service delivery policies and guidelines (including but not limited to complaints concerning deliveries, defect reporting time and procedure and/or other important issues) – all detailed information can be found on delivery providers' websites. Please familiarize yourself with their terms and conditions before choosing one of the types of delivery.

**PRODUCT COMPLAINTS**

1. If the Buyer is a Consumer Entrepreneur, the Buyer may file a complaint about a purchased Product in accordance with the binding regulations. Please note that the liability for damages under the statutory warranty for any physical defects of the Product shall be limited to the amount paid by the Consumer Entrepreneur to the Seller for the purchase of a given Product/service.
2. Partner shall be responsible for the compliance of the performance with the Agreement including but not limited to Partner's obligation to deliver the Product free from any defects and in conformity with the Sales Agreement to the Buyer. Partner shall not be responsible for Products not conforming with the Agreement under Article 43b.2 or 3 of the Consumer Right Act if the Buyer is notified of the fact that a specific feature of the Product diverges from the requirement of conforming with the Agreement and the Buyer gives its express acceptance thereto in a separate statement. Such a notification must be given not later than on entering into the Sales Agreement.
3. Partner shall be responsible for any non-conformity of the Product with the Agreement where such non-conformity exists at the time of delivery to the Buyer or if it is identified within 2 years thereafter except for Products with longer expiry dates or useful lives.
4. The Buyer may file a complaint in any format. For the purpose of filing a complaint, we encourage the use of the communication channels specified in these Terms and Conditions.
5. If the Product does not conform with the Agreement, the Buyer has the rights under Chapter 5A of the Consumer Right Act (hereinafter: non-conformity with the Agreement).
6. In the event of non-conformity of the goods with the Agreement, the Buyer may require:
  - a) that the goods be repaired
  - b) and/or replaced.

Partner may provide replacement goods if the Buyer demands replacement or Partner may carry out a repair if the Buyer demands replacement providing that it is not possible to make such goods conform with the Agreement if the Buyer's preferred method of repair were followed or Partner were to incur excessive costs in the event of such repair.

If a repair or a replacement is not a viable option or if it is presumed to entail excessive costs to the account of Partner, Partner may refuse to make the goods conform with the Agreement. Partner will at its own expense repair or replace the goods within reasonable time effective of the Buyer's notifying Partner of the fact that the goods do not conform with the Agreement. The Buyer shall make the goods available to Partner for repair or replacement. Partner shall collect such goods at its own expense.

7. The Buyer has the right to make a statement regarding a price reduction or the cancelling of (withdrawal from) the Sales Agreement if:
  - a) Partner refuses to bring the goods to the standard of conformity with the Agreement;
  - b) Partner fails to bring the goods to the standard of conformity with the Agreement;
  - c) the non-conformity of the goods persists even though Partner has made attempts to bring the goods to the conformity standard laid down in the Agreement;
  - d) the non-conformity of goods with the Agreement is deemed significant to the extent of providing reasons for price reduction or the cancelling of (withdrawal from) the Agreement without any prior request for the repair or replacement of goods;
  - e) Partner's statement and/or any circumstances clearly indicate that Partner will not bring the goods to the conformity standard laid down in the Agreement within reasonable time and/or without any inconvenience to the Buyer.
8. If the Buyer makes a price reduction statement, the Buyer will be refunded all sums deemed receivable in the exercise of this right within 14 days of Partner's receipt of the Buyer's price reduction statement. Funds are returned by the same method of payment as used by the Buyer to pay for the goods unless the Buyer agrees to a different return method.
9. If the Buyer exercises the right to cancel the Agreement under Article 43e. 1 of the Consumer Right Act, the Buyer shall promptly return the goods to Partner. All costs relating to the return of the goods in the circumstances laid down in the preceding sentence shall be paid by Partner. Partner will refund the purchasing price within 14 days of the day of receiving the goods or alternatively a proof of return shipping.
10. In the event of any goods not identified as non-conforming on delivery Partner shall be liable for such non-conformity if it is discovered within 2 years of that time.
11. The Buyer is recommended to include the following in a complaint description:
  - a) information and circumstances of the object of complaint including but not limited to the nature and the date of occurrence of the defect;
  - b) a request to bring the Product to the conformity with the Sales Agreement or a price reduction statement or the cancelling (withdrawal from) the Sales Agreement;
  - c) contact details of the individual filing the complaint (forename and surname, correspondence address, telephone number, e-mail address) – this will facilitate and speed up complaint handling by Partner. The requirements in the preceding sentence are recommendations only. The effectiveness of a complaint shall not be impaired by opting out from the recommended complaint protocol.
12. Partner shall present its stance on the Buyer's complaint promptly not later than within 14 days after receiving a complaint. Otherwise a complaint is deemed accepted by Partner in accordance with general laws.

**RETURNS AND CANCELLING/WITHDRAWAL (COOLING-OFF PERIOD)**

1. If an agreement is formed as a distance agreement or signed out of the business premises, the Buyer with the status of a Consumer Entrepreneur may cancel (withdraw from) the agreement without any reason at no costs except for the costs and expenses prescribed by the law within 14 days of taking possession of a purchased Product.
2. The period of 14 days is inclusive of Saturdays, Sundays and holidays.
3. The time limit is deemed satisfied if the Buyer makes the statement of cancellation (withdrawal) to Partner before the end of the cancellation period. The Buyer may submit an express declaration to the Seller to notify the Seller that the Buyer cancels (withdraws from) the Sales Agreement.
4. A form is enclosed in these Terms and Conditions which can be used as a withdrawal letter template to cancel a Sales Agreement. A letter of cancellation (withdrawal letter) can be filed in any form and sent to the address provided in these Terms and Conditions. The form template is provided for convenience only.
5. The Buyer shall be solely responsible for all the costs of returning the Product to Partner (costs of return shipping from the Buyer to Partner). There will be no refunding of such expenses by Partner. They shall be borne by the Buyer exclusively.
6. Time begins to run for the purpose of cancelling (withdrawing from) the Sales Agreement on the day the Buyer or a third party acting for the Buyer (agent) other than the carrier takes possession of the Products. If a Sales Agreement is formed for more than one Product and such Products are to be delivered individually or in batches or partial deliveries, time begins to run from taking possession of the last product or the final batch or the final part of the delivery.
7. The Buyer is required to return the Product to Partner promptly and not later than 14 days of the day of cancelling (withdrawing from) the Sales Agreement to the address of Partner's registered office as indicated in these Terms and Conditions before end date of the above period. The Buyer should secure the returned Product to prevent its damage in transport. It is recommended to utilize the original packaging in which the Product arrived to the Buyer from Partner.
8. If a distance agreement has been effectively cancelled it is deemed never concluded.
9. Partner shall act promptly to refund all the payments received from the Buyer including delivery costs (except for additional costs charged for certain shipping options that the Buyer may choose other than the least expensive option available in the ISS) within 14 days of receiving the Buyer's cancellation (withdrawal) notice. Partner may stop the transfer of funds until the returned goods are received or a dispatch proof has been sent whichever occurs earlier.
10. If the Buyer exercises the right to cancel (withdraw), Partner will refund payments using the same method as the method used by the Buyer unless the Buyer agrees to a different method of refunding with no costs charged to the Buyer.

11. In the event of exercising the right to cancel (withdraw), the Buyer who is a Consumer-Entrepreneur shall be liable for any decrease in product value which may result from using the Product outside the necessary limits of reasonable use which allow the Buyer to ascertain the nature, features and functioning of the Product; or from failing to take proper care of the Product or pack the Product correctly while sending it to Partner. The Buyer's liability may specifically include a liability for the fact that the Product is not fit for selling on the market as a full-value product; a liability for the costs of placing or fixing new labelling/marketing and/or security features on the product and/or any costs and expenses of refurbishing the Product to be fit for reselling in the ISS including but not limited to the costs of a product expert's inspection and examination and repair or elimination of any defects identified as a result of such examination (to the extent that such defects or damages are the result of the Buyer's using the Product outside the necessary limits of reasonable use which allow the Buyer to ascertain the nature, features and functioning of the Product).
12. The Buyer has no right to cancel (withdraw from) the Agreement if:
  - a) Partner is not informed of the Buyer's intention to cancel (withdraw from) a Sales Agreement within the limited period of 14 days;
  - b) the Sales Agreement is formed for a non-prefabricated thing manufactured in accordance with the Buyer's specification or customized to serve the Buyer's specific needs;
  - c) the Sales Agreement is formed for a Product which was placed in a sealed packaging and the opening of the packaging prevents any return for the reasons of health protection and/or hygiene (e.g. workwear or protective clothing)
  - d) in the other situations laid down in Article 38 of the Consumer Right Act (no return for specification-based reasons).

## **§11**

### **OUT-OF-COURT RESOLUTION OF COMPLAINTS AND CLAIMS. ACCESS TO THESE PROCEDURES BY CONSUMER-ENTREPRENEUR BUYERS**

1. A decision to achieve an out-of-court settlement of dispute is purely discretionary. The information provided further in this section is for information only. It does not impose any obligation on Partner to follow an out-of-court procedure. Partner's statement of consent or refusal to take part in an out-of-court procedure for resolution of consumer disputes shall be given in writing on paper or other durable data carrier if the Buyer files a claim but dispute has not been resolved subsequently.

2. The rules of the out-of-court consumer dispute resolution procedures and the duties of entrepreneurs are laid down in separate laws (including but not limited to the Out-Of-Court Consumer Dispute Resolution Act of 23 September 2016) or different regulations applied by the competent institutions authorized or licensed to resolve consumer disputes. All detailed information about the right and method of access to the out-of-court complaint and claim resolution procedures by Buyers with the status of Consumer Entrepreneurs are available at the offices or websites of county or city consumer ombudsmen (*powiatowy or miejski rzecznik ochrony praw konsumenckich*) or non-government organizations which in accordance with their constitutions operate for the purpose of consumer protection or Voivodship Trade Inspectorates (provincial extensions of the national market surveillance system). The President of the Office of Competition and Consumer Protection maintains the open public register of the authorized entities licensed to hold the out-of-court proceedings for consumer dispute resolution.

The register can be accessed on the website of the (*Urząd Ochrony Konkurencji i Konsumentów - UOKiK*) at [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentow.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow.php)

3. The following are examples of different options available to Buyers with the status of Consumer Entrepreneurs to resolve complaints and claims out-of-court:
  - a) to refer a dispute arising from a Sales Agreement to one of the permanent courts of consumer arbitration which are operated in the meaning of Article 37 of the Trade Inspection Act of 15 December 2000.
  - b) to use a free-of-charge legal advice service to resolve a dispute between the Buyer with the status of Consumer Entrepreneur and Partner – a free-of-charge service is also available from the county (city) consumer ombudsman or any non-government organization providing consumer protection under its constitution (such as Consumer Federation - *Federacja Konsumentów*, Polish Consumer Association - *Stowarzyszenie Konsumentów Polskich*).
  - c) at <http://ec.europa.eu/consumers/odr> the European Commission provides its on-line dispute resolution platform for consumers. Partner is not currently a member of this voluntary alternative dispute resolution procedure.

**§12****PERSONAL DATA PROTECTION**

1. Partner's personal data protection rules, private data processing information and cookies policies are set forth in our "Privacy Policy" available at [partner-parts.com](https://partner-parts.com)

**§13****FINAL PROVISIONS**

1. These Terms and Conditions take effect from 01.04.2023.
2. The Terms and Conditions are available in Polish, English and German and governed by the laws of Poland (unless otherwise prescribed by generally applicable law).
3. The Civil Code or other applicable laws including but not limited to the Electronic Service Act shall apply to any matters which are not regulated in these Terms and Conditions.
4. Any disputes arising from and in connection with the application of these Terms and Conditions shall be referred for resolution to the court of law having jurisdiction over Partner's registered office. The foregoing shall not apply to Consumer Entrepreneurs.
5. Partner reserves the right to alter or amend these Terms and Conditions at any time subject to the following provisions.
6. The Terms and Conditions can be altered, modified or amended for the following reasons:
  - a) in the event of any alterations of or amendments to the Polish legislation which may apply to these Terms and Conditions,
  - b) technical modifications within the ISS and/or its functionalities,
  - c) modifications of the scope of the Loyalty Program,
  - d) editorial and/or linguistic changes,
  - e) organizational changes,
  - f) security, safety and/or privacy protection,

7. The User shall be notified of any alterations, modifications or amendments to these Terms and Conditions by an e-mail message sent to the ISS-linked e-mail address 14 days at the minimum before such changes will take effect unless otherwise prescribed by generally applicable law. Partner may alter, modify or amend these Terms and Conditions without giving notice set in the preceding sentence if such change is required or necessary to ensure compliance with the law or the ISS User's security.
8. The User may request (within 14 days of receiving the notification of the changes in the Terms and Conditions) that the User's account be removed from the ISS.
9. The appendices (Withdrawal Form and Complaint Form) to these Terms and Conditions are incorporated into these Terms and Conditions as their integral parts.