

General Terms of Sale

PL Sp. z o.o.

(effective from 1st July 2024)

1. General provisions

1.1 These General Terms of Sale (hereinafter referred to as the 'GTS') set out the rules of conclusion of contracts concerning the sale of goods and services by PL Sp. z o.o., ul. Szyszkowa 43, 02-285 Warsaw, entered in the National Court Register under KRS number 0000360885 (flexxica) (hereinafter referred to as the 'Seller').

1.2 These GTS shall apply if the other party to the contract (hereinafter: the Buyer) is an entrepreneur within the meaning of the Civil Code.

2. Definicje

2.1. Użyte w OWS określenia oznaczają:

Sprzedający – PL Sp. z o.o. z siedzibą: 02-285 Warszawa, ul. Szyszkowa 43, wpisana do Krajowego Rejestru Sądowego pod numerem KRS: 0000360885 (**flexxica**);

Kupujący – przedsiębiorca w rozumieniu przepisów Kodeksu cywilnego;

Produkt – towary i usługi oferowane przez Sprzedającego, mogących być lub będących przedmiotem umowy sprzedaży pomiędzy Sprzedającym a Kupującym;

Zamówienie - oferta zakupu Produktu złożona przez Kupującego.

2. Definitions

2.1 The terms used in these GTCS shall mean:

Seller - PL Sp. z o.o. with its registered office: 02-285 Warsaw, ul. Szyszkowa 43, entered in the National Court Register under KRS number: 0000360885 (flexxica);

Buyer - an entrepreneur within the meaning of the Civil Code;

Product - goods and services offered by the Seller, which may be or are the subject of the sales contract between the Seller and the Buyer;

Order - an offer to purchase a Product placed by the Buyer.

3 Terms and conditions of the sales contract

3.1 Orders can be placed in writing, by telephone or by e-mail.

3.2 The sales contract is concluded at the moment of written or e-mail order confirmation by the Seller.

3.3 If it is not possible to fulfil the order, the Seller will inform the Purchaser immediately, offering alternative solutions.

3.4. The Seller shall be entitled to verify the accuracy of the data submitted by the Buyer in the Order. The Seller may withhold the execution of the sales agreement until the verification of the Buyer's data is completed.

4. Methods and terms of payment

4.1 Payment for goods or services should be made on the basis of an invoice issued by the Seller within the time limit specified on the invoice.

4.2. The Seller reserves the right to demand prepayment before the execution of the Order. The amount of prepayment and the deadline for its payment will be specified in the Order confirmation or pro forma invoice.

4.3 The payment date shall be the date on which the payment is credited to the Seller's bank account as stated on the invoice or the date of payment in cash.

4.4 In the case of delay in payment, the Seller shall have the right to charge statutory interest for late payment.

5. Cost, methods and date of delivery

5.1 The delivery date is determined individually for each Order and confirmed by the Seller.

5.2. The Seller is entitled to change the dates for completion of the Order in the case of events for which it is not responsible. In such a case, the Seller shall inform the Purchaser of the new term for the execution of the Order.

5.2. The costs of delivery shall be determined individually and confirmed by the Seller.

5.3 The Buyer is obliged, immediately after issuing or receiving the Product, to check the conformity of the issued or delivered Product with the Order. In the event of discovering a defect or damage to the Product, the Buyer is obliged to immediately report the fact to the Seller.

6. Complaints and Warranties

6.1 The Seller guarantees its products for the period specified in the guarantee documentation available at [Warranty](http://serwer294091.lh.pl/en/warranty). <http://serwer294091.lh.pl/en/warranty>

7. Data protection. Privacy policy

7.1 The Administrator of the personal data is PL Sp. z o.o. with its registered office: 02-285 Warsaw, Szyszkowa Street 43 (flexxica).

7.2 The Data Controller processes the data on the basis of the Personal Data Protection Act (consolidated text, Journal of Laws 2016, item 922; Journal of Laws 2018, item 1000) and the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 No. 1 of 2016) (RODO).

7.3 Information on the protection and processing of the Customer's personal data is governed by the [Privacy Policy](http://serwer294091.lh.pl/en/legal-privacy-policy). [<<http://serwer294091.lh.pl/en/legal-privacy-policy](http://serwer294091.lh.pl/en/legal-privacy-policy)

[>>](http://serwer294091.lh.pl/en/legal-privacy-policy).

7.4 The Data Controller informs that it does not collect any information by automatic means, with the exception of the information contained in cookies. Information regarding the use of cookies is governed by the [Terms and Conditions](#). [<<nie znam linka do Cookies>>](#)

8 Final provisions

8.1 Any amendments to GTS shall be in writing under pain of invalidity.

8.2. Ordering the Product shall mean acceptance of the GTS, which constitute an integral part of the sales agreement concluded by the Seller.

8.3. The Seller reserves the right to amend the GTS.

8.4 The GTCS are available to the Buyer in writing at the Seller's office or on the Seller's website www.flexxica.com.

9.5 The information provided on the Seller's website, catalogues, advertisements and other publications - do not constitute an offer within the meaning of the Civil Code.

9.6 In case of disputes, the Parties undertake to attempt to resolve the dispute amicably (out of court).

9.7 In cases not regulated by these GTS, the provisions of the Civil Code shall apply.

9.8. Any disputes arising from the sales contracts to which these GTS are applicable shall be settled by the common court competent for the registered office of the Seller.