

# GENERAL TERMS AND CONDITIONS

## § 1 GENERAL PROVISIONS

These General Terms and Conditions (hereinafter referred to as the GTC) contain the general principles for the provision of services by TGL Poland Sp. z o.o. [limited liability company], based on orders placed by the other party, hereinafter referred to as the Buyer. These conditions include the scope of activities, which is necessary for the proper fulfilment of obligations of both parties. When placing an order, the Buyer confirms that he has read and accepts the following terms and conditions.

## § 2 DEFINITIONS

Throughout the GTC the following terms are used:

1. SELLER - TGL Poland Sp. z o.o. [limited liability company], with its registered seat at Żytnia street 3, 62-064 Plewiska, NIP 7831664350, registered in the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register, number 0000375389, initial capital PLN 30 000, e-mail info@tedgifted.com
2. CLIENT or BUYER - a natural or legal person conducting business activity
3. BUYER - an entrepreneur concluding a sales agreement with the Seller within the scope of its business activity
4. CONSULTANT - a representative of the Seller appointed for a given region or Client/ Buyer
5. SYSTEM - the Seller's order processing system
6. MASS PRODUCTION - production of ordered products, carried out in the Seller's production plant
7. PRELIMINARY VISUALISATION - a preliminary design of the offered product
8. PRODUCTION VISUALISATION - a design of the offered product, being the basis for mass production
9. SAMPLE - 1 piece of a custom-made product, prepared in order to demonstrate its colours and/ or way of manufacturing
10. PRODUCT - goods ordered by the Buyer, manufactured by the Seller on the basis of an accepted production visualisation and/ or sample

## § 3 ENQUIRY AND OFFER

1. The Seller provides two ways for obtaining a commercial offer:
  - a. Online order - The current commercial offer is published in the online shop [www.tedgifted.com](http://www.tedgifted.com), where the Client can create their Profile and can calculate the price of any product.
  - b. Enquiry - The Client may submit an enquiry by telephone or electronically via e-mail or available communicators such as WhatsApp or Skype.
2. In case of receiving an enquiry referred to in point 1b of this article, the Seller prepares a commercial offer on the basis of the information contained in the enquiry. In order to prepare a precise commercial offer, the Seller may ask the Client to complete given information. The Seller sends the commercial offer by e-mail to the address indicated in the enquiry. The commercial offer is valid for 7 days from the date of sending, unless otherwise stated on the offer.
3. These GTC apply exclusively to cooperation with Clients who are entrepreneurs.
4. Pricing of products is based on the current catalogue offer. An up-to-date catalogue is available at all times at the Seller's premises and can be sent to the Client on individual request.

5. The Seller may announce temporary sales promotions for selected products or configurations under separate conditions that will be specified each time for a given promotion.

#### § 4 ORDERING

1. The Seller provides two ways of placing an order:
  - a. Ordering via the online shop - The Buyer places an order in the online shop at [www.tedgifted.com](http://www.tedgifted.com).
  - b. Ordering via Consultant - The Buyer places an order via email sent to the Consultant.
2. Placing an order by the Buyer constitutes a conclusion of a sales agreement between the Seller and the Buyer on the conditions laid down in the rules and regulations of the online shop in case for online orders or in these GTC for orders placed at the Consultant.
3. After receiving an order from the Buyer, the Consultant enters it in the System.
4. The Seller's order processing system requires the Buyer to register and accept these general terms and conditions and processing of personal data. The Buyer confirms these general terms and conditions and accepts processing of personal data by ticking the appropriate boxes in the email received from the System after the registration. The above activities are required only upon registration. The Buyer is not obliged to perform them separately for each order.
5. The Buyer has an access to their account in the System and a possibility to modify the processing of personal data at any time. The Seller reserves the right to refuse to process an order if the Buyer withdraws their acceptance of these general terms and conditions.
6. When placing an order, a registered Buyer is obliged to provide the information necessary for its execution, in particular:
  - a. The name of the product and its configuration;
  - b. The quantity ordered;
  - c. The way of packaging;
  - d. The way of delivery;
  - e. The mode of production;
  - f. The way of approving the graphic design;
  - g. The desired delivery date;
  - h. The delivery address, name and telephone number of the person responsible for receiving the delivery.
7. Failure to provide one or more of the above elements makes placing an order and conclusion of a sales agreement with the Seller impossible.
8. The Buyer is also obliged to provide files and graphic data according to the requirements specified in § 7.
9. The Seller does not accept orders and does not conclude agreements on the Client's/ Buyer's own printouts.
10. If the Buyer asks the Seller to place an order in the system, accepts it for production and at the same time places the same order himself online and also accepts it for production, the Seller will process both orders, treating them as two separate orders. The Buyer shall not be entitled to withdraw from the contract in this situation.

#### § 5 PAYMENT

1. The Buyer is obliged to pay for the order in advance. The Seller may grant the Buyer a trade credit under a separate agreement.
2. After an order is placed, the System automatically sends a pro forma invoice to the Buyer via e-mail along with a link to payment. Electronic payments are made via the PayU platform. The

Buyer may also pay by traditional bank transfer, in this case the Buyer is obliged to send the payment confirmation to the address [pay@tedgifted.com](mailto:pay@tedgifted.com)

3. The buyer is obliged to make payment to the bank account indicated in the pro forma invoice and in the currency indicated in the pro forma invoice. Payment in wrong currency and/ or to a wrong bank account will not be accepted as payment for the order.
4. Each payment should be described with the number of the document to be paid. If there is no description in the title of the transfer or if this information is not supplied within 3 working days, the payments will be credited to receivables starting with the oldest one.
5. Failure to pay for an order within 30 days of its placement will result in automatic cancellation of the order.
6. The Seller reserves the right to pursue due payments by way of debt collection through an external company. Referring the case to a debt collection company will result in charging the Buyer with debt collection costs and statutory interest on all overdue payments.
7. Submitting a complaint regarding an ordered product does not release the Buyer from the obligation of timely payment resulting from the sales invoice issued for the given order.
8. The Seller reserves the right to refuse the performance of a service for the Buyer with outstanding payments and to suspend the execution of any orders which are being processed.
9. In the case of complaints regarding invoices or payments, the Buyer is obliged to submit them within 7 days from the date of receiving the invoice or making the payment, by e-mail to: [invoice@tedgifted.com](mailto:invoice@tedgifted.com).

#### § 6 PRELIMINARY VISUALIZATION, PRODUCTION VISUALIZATION, PHOTOGRAPHIC AND PHYSICAL SAMPLE

1. At the Buyer's request the Seller may prepare a preliminary visualisation and attach it to the offer. The Buyer may make changes to the visualisation, in which case they are obliged to describe them in detail. Within one project the Buyer can make 3 changes free of charge. Each subsequent change shall be charged with EUR 4/ GBP 4 / PLN 20 net and the amount shall be added to the value of the order. The Seller has the right to charge the Buyer for introduced changes even if the order is not placed.
2. After the order is placed and paid, the Seller prepares the final version of the production visualization and sends it to the Buyer via the System. The Buyer is obliged to accept the production visualisation or to reject it and provide the comments required for the correction of the visualisation. The order will not be processed until the production visualisation is accepted by the Buyer via the System. If the production visualisation is rejected, the Buyer is entitled to introduce 3 changes free of charge. For each subsequent change the Buyer will be charged with EUR 4/ GBP 4 / PLN 20 net. The charges are added to the value of the order and the order will not be processed until they are paid.
3. The Seller enables the Buyer to accept the preliminary visualisation as production visualisation if the service is conducted by the Consultant via e-mail and if the Buyer clearly indicates their acceptance of the preliminary visualisation in the correspondence. In this cases, the Buyer shall not receive the production visualisation for acceptance from the System and the order will be released for mass production immediately after the order is accepted and paid for.
4. The Seller reserves that prepared preliminary and production visualisations are not an accurate reflection of the final product.
5. The Seller reserves the right to cancel an order, if its visualisation has not been accepted for more than 30 days, without returning the payment, which will be considered to be a preparation fee.

6. At the Buyer's request the Seller may prepare a sample of a given product before starting mass production. The Buyer is obliged to indicate the need for a sample in the order they place. The Seller prepares a sample after the Buyer accepts the production visualisation and delivers it to the Buyer in the form chosen by the Buyer.
7. The Seller delivers the sample as a photo via e-mail by sending a link to the photo or in a physical form to the delivery address indicated in the order.
8. The Seller shall charge the Buyer for preparing and delivering the sample. This fee is specified in the offer made prior to the order.
9. The Buyer is obliged to accept the sample or to reject it and provide the comments required for the correction of the sample. The order will not be processed until the sample is accepted by the Buyer via the System.
10. If the change in question generates additional costs on the part of the Seller, the Buyer shall cover them. The Seller shall inform the Buyer of the amount of these costs in advance.
11. Introduced changes may also affect the order's completion date, which the Buyer acknowledges and accepts.
12. If the samples do not meet the Buyer's requirements, the parties have the right to withdraw from the agreement. Nevertheless, the Buyer is obliged to cover the costs incurred by the Seller for the execution of the order, including the remuneration for performed work.
13. The Seller states that it is not possible to prepare the sample after the start of mass production.
14. The Seller reserves the right to cancel an order, if its sample has not been accepted for more than 30 days, without returning the payment, which will be considered to be a preparation fee.

#### § 7 GRAPHIC FILES, COLOURS, TECHNICAL SPECIFICATION OF MATERIALS FOR PRINTING

1. To prepare a preliminary and production visualization the Seller shall use the Buyer's design or a design made by the Seller according to the Buyer's order at the stage of preparing the commercial offer.
2. For each offered product the Seller provides a template that informs about the size of the necessary bleeds, the safe area and which allows the Buyer to prepare the design on their own. Templates for a given product configuration are available for download at [www.tedgifted.com](http://www.tedgifted.com) or provided by the Consultant via e-mail upon the Buyer's request.
3. The Seller specifies the following conditions for the execution of the preliminary or production visualisation:
  - a. The Buyer is obliged to send graphic files in the following formats: vector files as .ai (max. version CS6), .eps (max. version CS6) or .pdf, without password encryption. If files in other formats are supplied, the Seller does not guarantee the high print quality and the colour effect intended by the Buyer. The Seller may - after prior consultation - accept a file in the .jpg format, provided that it is delivered in sufficiently good quality and resolution.
  - b. The colours should be defined only according to the PANTONE® Formula Solid Coated (e.g. 185 C), system whereby the Seller defines the printing tolerance as +/- 2 shades.
  - c. The Seller reserves that it operates in the CMYK colour space, so the colours specified by the Buyer are used as a reference to the target colour. In the case of colours that are particularly difficult to achieve, the Seller may refer to the target colours in the PANTONE® Color Bridge Coated system, which are equivalent to colours in the CMYK space.

4. By accepting the production visualisation based on CMYK colours and/ or colour values other than those in the PANTONE® Formula Solid Coated system, the Buyer agrees to possible quality deviations (mainly with regard to colour) and cannot make any claims against the Seller in this respect.
5. In order to ensure the legibility of the graphics included in the designs, the Seller requires:
  - a. for tapes T1, T7, T8, T9, T10, T16 and wristbands minimum text height of 1.5 mm,
  - b. for bandanas, microfiber cloths and mousepads, minimum text height of 2mm,
  - c. for deck chairs, shopping bags, gym bags, scarfs minimum text height of 5mm,
  - d. for lanyards minimum line thickness of 1 point, for all other products: 2 points.
6. The Seller indicates that a smaller font size or graphic elements do not guarantee satisfactory quality of the final product, and their use in the design means that the Buyer is not entitled to any claims against the Seller regarding the quality or legibility of those elements.
7. In the case of the Buyer's own design, the Buyer is obliged to provide the Seller with the graphic design with added required bleeds, in accordance with the Seller's template.
8. In the event that the design received does not comply with the above specification, the Seller may make minor adjustments to improve it so that it meets the requirements of the specification, whereby the Buyer approval is necessary. If no approval is obtained from the Buyer, both parties have the right to withdraw from the agreement. Nevertheless, the Buyer is obliged to cover the costs incurred by the Seller for the execution of the order, including the remuneration for performed work.
9. The Seller shall not be liable for text errors (spelling errors, typing errors, etc.) and other errors in the approved design.

#### § 8 COPYRIGHT

1. The Seller is not responsible for the content of the designs and does not correct the content of materials submitted by the Buyer, subject to § 7. The Buyer accepts full responsibility for the content, logo and any other marks (including trademarks) and graphic elements which will be placed on the Product in accordance with the design.
2. By accepting the order, the Buyer declares that the execution of the agreement does not infringe any possible rights of third parties. In the case of any legal liability arising from the placing of elements encumbered with rights of third parties on the product, the Buyer undertakes to satisfy all relevant claims of third parties made against the Seller.
3. If the content of the design is inconsistent with generally applicable laws, the Seller reserves the right to withdraw from the concluded agreement. In the case of exercising the right to withdraw from the agreement under this article, the Buyer shall be obliged to cover the costs incurred by the Seller for the execution of the order, including the remuneration for performed work.
4. If the Seller has reasonable doubts as to the compliance of the content of the design with the generally applicable law, the Seller may suspend the execution of the order until the circumstances are clarified.

#### § 9 MANUFACTURING QUALITY, TOLERANCES

1. The Seller agrees to manufacture the products or samples with utmost care, observing the tolerances and other the terms set out below.
2. A prepared model does not constitute a reflection of mass production and serves only to demonstrate the approximate manufacturing quality. Due to the nature of mass production, manufactured products may differ from the approved sample. Deviations may concern, among other things, sharpness of print, colours, material structure, sewing, etc. Deviations result from

the characteristics of the production process and cannot be completely eliminated. They do not reduce the usability of the product. In many cases possible deviations are only a subjective feeling.

3. Orders may be supplied with quantity tolerances not exceeding 7% of the ordered quantity.
4. Due to the substrate (material and its elastic properties) logos/ graphics can be printed with a slight deviation from the centre of the tape/ material. When printing, the tolerance is +/-20% shift over distance.
5. In the case of printing dark colours on thin material (e.g. bandanas, gift ribbons) there is a risk of absorption of the colour by the surface layer from the bottom layer (paint breakthrough)
6. Due to the specificity of the sublimation process and its dependence on many factors such as material, paper, temperature and length of the sublimation process, it is not possible to guarantee perfectly sharp edges of graphics at the border of two colours.
7. When printing two designs on the front and back of the material, it must be taken into account that the designs will not overlap, i.e. they can be shifted against each other.
8. When printing the same graphic on both sides of the material, it must be taken into account that the front side of the material is covered with print independently from the back side. Slight deviations in colour and quality between the two sides are therefore acceptable.
9. In the case of "non-positioned" designs (front side of the material in relation to the back side) it should be taken into account that the print on the back must be a repeatable element - a sequence, which can be printed in a different place on each product and cut (not (printed as a whole).
10. In the case of "positioned" designs (front side of the material in relation to the back side) a shift of the graphic element by +/- 15% of the length of the material is acceptable.
11. In the case of dyeing using the sublimation method, due to the different structures of the material (especially white colour of the originally dyed strip/ yarn, as well as its natural unevenness) and the specific nature of the production process (printing and sewing), the possibility of under-colouring and translucent white elements in uneven areas (folds in the material, points where sewing needles are inserted, side edges of the strip, etc.)
12. Due to the specificity of the production process and shrinkage of the material the actual size of the product may vary from the dimensions specified in the order and visualisation by +/- 15%.
13. Due to the specific nature of production and the method of printing, colours (including white) may take on different shades from adjacent colours. The printed material may also appear in various shades of white (including beige, cream etc.) depending on the batch. This is conditioned by the production process of the material and we do not guarantee 100% repeatability. The Client is aware of this fact and accepts it.
14. Due to the technological process resulting based on the production on many machines, acceptable differences in pigment colours, changing temperature and humidity conditions, slight colour differences may occur in the final product. The Seller shall make due effort to reproduce the colours included in the design. However, minor colour differences - i.e. +/- 2 shades - shall not constitute grounds for complaint, and the Buyer shall not raise warranty claims for physical defects of the product with reference to them.
15. Due to the specificity of the sublimation process and its dependence on many factors, such as material, paper, temperature and cycle time, the edges of the graphic elements on the borders between two colours may become less sharp.
16. When the same print is placed on both sides of the product, for technical reasons, in particular due to the fact that graphic elements are printed independently of each other, there may be slightly differences in colour shade, that is +/- 2 shades and in print quality between them.

17. Due to the structure and different properties of the material and the fact that sewing is manual work, slight shifts and imperfections are acceptable. However, these must not affect the overall usability of the product. For reasons mentioned above, slight shifts between stitched layers of material within a batch are also acceptable.
18. In the case of a model where a safety connector is used, the Seller does not recommend sewing it directly on the neck, but e.g. at the snap hook or in the middle of the length of the lanyard (measured after sewing) for better comfort. If the Buyer nevertheless decides to order the safety connector sewn on the neck, the Seller shall not be liable for any claims related to that.
19. All RE-ORDERS are being treated as NEW ORDERS. Placing the re-order, the customer accepts that there may be slight differences (eg. in colours, material, accessories) between the previous and new production. Due to the specific nature of production and the method of printing, we do not guarantee 100% repeatability of the orders.

#### § 10 CHANGES TO THE ORDER, GENERAL PROVISIONS

1. The buyer is obliged to report their wish to make changes to the order by e-mail:
  - a. for online orders: [shop@tedgifted.com](mailto:shop@tedgifted.com)
  - b. for orders placed with a Consultant at the e-mail address of the Consultant servicing the order
2. Changes to orders are subject to a fee of EUR 4/ GBP 4/ PLN 20 net per change.
3. The Seller reserves the right to refuse changes to the order, in particular changes to the product configuration in an order paid for and accepted for mass production.
4. The buyer is obliged to report their wish to cancel the order by e-mail:
  - a. for online orders: [shop@tedgifted.com](mailto:shop@tedgifted.com)
  - b. for orders placed with a Consultant at the e-mail address of the Consultant servicing the order

#### § 11 CHANGES TO ONLINE ORDERS

1. Cancellation of an online order which has not been paid for and for which no production visualisation has been prepared is carried out at the Buyer's request without additional charges.
2. Cancellation of an online order for which production visualisation has been prepared is carried out at the Buyer's request with a cancellation fee of EUR 20/ GBP 18/ PLN 50 net.
3. Cancellation of an online order which has been paid for and which has been released for mass production is carried out at the Buyer's request with a cancellation fee of 100% of the order value.

#### § 12 CHANGES TO ORDERS PLACED WITH A CONSULTANT

1. Cancellation of an online order which has not been confirmed by the Buyer and which has not been paid for is carried out at the Buyer's request without additional charges.
2. Cancellation of an order which has been confirmed by the Buyer and which has not been released for mass production is carried out at the Buyer's request with a cancellation fee of EUR 20/ GBP 18/ PLN 50 net.
3. Cancellation of an order which has been released for mass production is carried out at the Buyer's request with a cancellation fee of 100% of the order value.

#### § 13 ORDER PROCESSING TIME, PRODUCTION MODES

1. Order processing time means the time of production of an order until its dispatch. The Seller shall not be liable for delays connected with the delivery of an order, regardless of the form of delivery chosen.
2. The order processing time stated in the commercial offer is valid from the moment of confirming the order in the system, making the payment and approving the chosen form of acceptance of graphics, i.e. accepting the visualisation, photo or physical sample.
3. For selected products, the Seller offers the possibility of an EXPRESS MODE of production. The required dates related to the execution of a given production mode are included in the following tables.

#### STANDARD MODE

DAY	BUYER'S ACTIONS	REQUIRED TIME OF SENDING TO TGL POLAND	TGL POLAND'S ACTIONS	TIME OF TGL POLAND'S ACTIONS
DAY 0	ORDER GRAPHIC FILES	until 12:00 PM	FILE VERIFICATION AND VISUALISATION	within 1 hour
	PAYMENT			
	ACCEPTANCE OF VISUALISATION			
DAY 1 - if the option of photo sample was chosen			PHOTO SAMPLE	until 14:00
	ACCEPTANCE OF PHOTO SAMPLE	until 16:00		
DAY X			SHIPMENT	

**IF THE OPTION OF PHISICAL SAMPLE WAS CHOSEN, THE PROCESS WILL BE POSTPONED UNTIL THE SAMPLE IS DELIVERED AND ACCEPTED IN THE SYSTEM**

#### EXPRESS MODE

DAY	BUYER'S ACTIONS	REQUIRED TIME OF SENDING TO TGL POLAND	TGL POLAND'S ACTIONS	TIME OF TGL POLAND'S ACTIONS
DAY 0	ORDER GRAPHIC FILES	until 10:00	FILE VERIFICATION	until 10:30
	PAYMENT		VISUALISATION	until 11:30
	ACCEPTANCE OF VISUALISATION	until 12:00 PM		
DAY 1			SHIPMENT	



## § 14 DELIVERY, OWN COLLECTION

1. The seller offers products ex works.
2. The Seller is not liable for postal and courier services. The Seller provides the possibility to use a courier company indicated in the offer. Any complaints regarding damage to delivered shipment must be reported directly to the courier company by the person receiving the shipment on behalf of the Buyer upon receipt of the shipment. It is also necessary to draw up a damage protocol directly with the courier delivering the shipment. The Seller is not liable for any delays in delivery of shipments and the dates indicated in the commercial offer are estimated dates given by courier companies. The Seller is not liable when shipment is lost by the courier.
3. The Seller enables the Buyer to collect the goods themselves or to order their own courier. The Buyer receives a message from the System when the goods are ready for collection.
4. The Seller enables the Buyer to collect the order at the address:

TGL POLAND SP. Z O.O.

3 Żytnia street

62-064 Plewiska

Mob: +48 531 190 935

Collection possible from 2 PM. to 4 PM

5. When the Buyer orders their own courier, they are obliged to send a message 24h prior to the planned shipping date indicating the order number, courier company name and a shipment label to [info@tedgifted.com](mailto:info@tedgifted.com) for online orders or to the address of the Consultant handling the order in other cases.
6. If the Buyer collect the order themselves or with the help of their representative, they are obliged to send information 24h prior to the planned shipping date about the estimated collection date and the details of their authorised representative to [info@tedgifted.com](mailto:info@tedgifted.com) for online orders or to the address of the Consultant handling the order in other cases.
7. Once the order has been handed over to the courier or the Buyer or their representative, the Seller assumes no responsibility for the products.
8. If the Buyer does not collect the delivery within 30 days of notification that the order is ready for collection, the Seller reserves the right to dispose of the ordered products without prior notice to the Buyer, retaining payment for the order.
9. If the Buyer does not receive the shipment from the courier and the shipment is returned to the Seller's warehouse, the Seller may send the shipment again at an additional delivery fee. If the Buyer does not receive the shipment from the courier within 30 days of the initial sending date, after it has been sent again, or fails to provide a different delivery address, or to pay the additional delivery fee, the Seller reserves the right to dispose of the ordered products without prior notice to the Buyer, retaining payment for the order.

## § 15 COMPLAINTS

1. The Buyer is obliged to notify the Seller immediately, not later than within 7 calendar days from the date of receipt or collection of the goods, in writing about non-conformity of the received goods with the order or about their defects. Complaints received after the deadline will not be accepted by the Seller. In order to meet the deadline it is necessary to effectively deliver the complaint to the Seller. Effective delivery is assumed when a properly completed claim form available on the website [www.tedgifted.com](http://www.tedgifted.com) is sent to the address [info@tedgifted.com](mailto:info@tedgifted.com) or to the Consultant responsible for the region.
2. Complaints submitted after 2 p.m. CET will be treated as complaints submitted on the following day.
3. The buyer is obliged to verify a minimum of 30% of the quantity of the received goods. In the case of orders delivered in multiple packages, the Buyer is obliged to verify the quality of the products by checking products from each package.
4. In case of improper use and misuse of the products, complaints will not be accepted.
5. Situations resulting from exceeding quality standards described in § 9 may constitute a basis for complaints.
6. Complaints concerning the colours of the product based on the graphic design without defined colours according to Pantone C scale shall be treated as groundless.
7. If it is necessary to verify the legitimacy of the complaint, the Seller may request the return of all goods or a part of goods at the expense of the Buyer. Transport costs incurred by the Buyer shall be reimbursed only if the complaint is considered justified. The condition of the reimbursement is a submission of the invoice for the incurred transport costs. The Seller will not reimburse transport costs higher than the standard transport rate of courier companies cooperating with the Seller.
8. Total costs incurred by the Seller on account of a submitted and accepted complaint cannot exceed the value of the order. The Seller shall not cover costs other than those directly related to the order. In particular the Seller shall not cover costs resulting from lost profits. The Seller is liable only for their own actions and negligence. The Seller is not be liable for actions and negligence of third parties, in particular transport companies, financial institutions, etc.
9. The Seller undertakes to investigate the complaint within 14 working days from the moment of its submission (excluding public holidays valid for the seat of the Seller).
10. During the complaint processing the Seller may ask the Buyer to return a part of goods or all goods, provide additional explanations or documentation, thus obliging the Buyer to perform certain actions by e-mail. If the Buyer does not deliver the materials requested by the Seller within 7 working days from the moment of receiving the relevant notice per e-mail, the complaint shall be rejected.
11. If the complaint is considered to be justified, the Seller may request the return of all ordered goods at their expense before an invoice correction is issued.
12. Returns resulting from issued invoice corrections shall be made within 14 working days from the date of their issuance.
13. Submitting a complaint regarding an ordered product does not release the Buyer from the obligation of timely payment resulting from the sales invoice issued for the given order.

## § 16 CLIENT-ENTREPRENEUR

1. If the Client is a natural person concluding an agreement directly related to their business activity, when the content of the agreement indicates that it is not connected to the

professional activity of the Client, based on the subject of the Client's business activity indicated in the CEDIG (Central Register and Information on Economic Activity):

- a. § 15 of the GTC does not apply;
- b. § 17 (3) of the GTC does not apply;
- c. When placing an order, the Client shall be informed of the total gross price of the Order;
- d. When placing an order, the Client shall be informed about the costs of returning the goods in the event of withdrawal from the agreement, which shall be borne by the Client, including the costs of returning the goods if they cannot be shipped by post in the standard way due to their nature;
- e. When placing an order, the Client shall be informed that the subject of the service is a non-prefabricated item, produced according to the consumer's specifications and meeting their individual demand, and therefore the Client is not entitled to withdraw from the agreement concluded off-premises or at a distance.

#### § 17 FINAL PROVISIONS

1. In matters not regulated by these GTC, the Polish law and the provisions of the Civil Code and other general provisions apply.
2. Any disputes between the Seller and the Client are subject to the jurisdiction of Polish courts.
3. Any disputes shall be settled by the court competent for the registered seat of the Seller.
4. The Client shall be informed about any changes to the GTC via e-mail.
5. The GTC are valid from 12.02.2024