

GENERAL CONDITIONS OF SALE AND COMPLAINT

1. The General Terms and Conditions of Sale define the rules for concluding contracts for the sale of goods offered to business entities (entrepreneurs) by Part Tir Chlebek Sp.J. with headquarters in Ligota, ul. Miliardowicka 73, entered into the National Court Register maintained by the District Court Katowice-Wschód in Katowice, Department VII Commercial of the National Court Register, KRS number: 0000206901.
2. Customers have the opportunity to shop directly at the Seller's points of sale, via telephone orders, by fax, from the website www.chlebek.pl via the on-line catalog or online store www.sklep.chlebek.pl
3. The basis for determining the value of each transaction between the parties is the current price list of the Seller's goods. Possible changes in prices and other arrangements related to supply logistics require separate arrangements between the Seller and the Customer. The price provided by the Seller includes the price of the goods without any other benefits, unless the parties expressly agree otherwise.
4. The customer has the possibility to pay for the goods purchased by paying in cash at the seller's cash register, payment in cash or by debit card (in the case of online orders), by using a payment card (eg debit, credit), by bank transfer or by deferred payment terms based on the relevant commercial contract.
5. The payment for the received goods should take place without deductions immediately after issuing the invoice or according to the agreed payment terms. The term in each case is determined in days and is calculated from the date of invoice.
6. The buyer becomes the owner of the goods at the time of full payment for the goods, on dates specified by Części Tir Chlebek Sp. J. (reservation of ownership of the item sold - Article 589 of the Civil Code). If the Buyer fails to make payment within the specified time, then Części Tir Chlebek SP.J. has the right to demand the return of unpaid goods from the Buyer. The seller may also demand compensation if the goods have been used up or damaged, in particular when the value of goods received by it from the Buyer's warehouse is lower than the amount of payment which the Buyer should pay for the goods received.
7. The date of performance by the Buyer is the date of receipt of the amount due to the account of Part Tir Chlebek Sp.J.
8. Delay in making payment by the Customer within the time specified on the invoice results in immediate suspension of sales of subsequent products, and suspension of any trade credits granted or other bonuses granted to the Customer. In addition, the Seller is entitled to initiate the debt collection procedure in order to obtain the outstanding payment, the costs of which will be borne by the Customer. Notwithstanding the foregoing, in the event of a delay in payment, the Customer will be charged with statutory interest for delay.
9. Submitting a complaint does not entitle the Buyer to withhold payment for the goods, in whole or in part.

10. The Buyer undertakes to promptly, in writing, notify the Seller of any change to its registered office or place of residence and the address for correspondence. Lack of notification means that deliveries made to the addresses indicated in the order or in the signed partnership agreements or other commercial agreements are considered to be effective.
11. The terms and delivery time are individually agreed with the customer before the order is accepted for implementation, and the content of these arrangements is a necessary element of the Customer's order.
12. The release of the goods to the Customer and transfer of risk to the Customer takes place at the moment of delivery or dispatch of the goods from the Seller's warehouse, to the Customer or the carrier, unless it is clearly indicated in the arrangements with the Customer that the Seller will deliver the goods to the Customer by it is indicated - in this case, the release of the goods and the transfer of risk takes place at the time of delivery to the customer at the place of delivery.
13. The carriage of goods from the Seller's warehouses takes place at the Customer's expense unless the parties agreed otherwise in writing or by fax or e-mail.
14. The Seller is not responsible for extending the delivery time of goods issued from his warehouse resulting from reasons beyond his control.
15. The customer will receive a written confirmation from the Seller of the sales contract concluded with the Buyer - a VAT invoice. The invoice will be attached to the parcel, unless the Parties agree otherwise.
16. The customer authorizes the Seller to issue VAT invoices without the Customer's signature and to send them along with the goods.
17. When accepting the goods delivered by the carrier or with the Seller's own means, the customer is obliged to examine the goods in good time and in the agreed quantity and confirm the receipt of the goods, and if there are quantitative or qualitative defects, indicate them in the report receipt signed by the customer and carrier. In the absence of preparation of the report in the manner indicated in the preceding sentence, the Seller is exempt from liability for any defects / defect of the goods / transport, unless the provisions of the mandatory law provide otherwise. The seller is also relieved of liability for damage caused in the goods - despite the preparation of the acceptance protocol - within the scope provided for by law, in particular in which the carrier is liable for the damage.
18. The Customer may return the purchased goods within 14 days of purchase without giving a reason, unless it is stated expressly in writing, by fax or e-mail with the Seller, however this provision does not exclude the Customer's rights granted by the generally applicable law.
19. If the Customer uses the right indicated in paragraph 18 above, the Customer shall send the Seller at his own expense, which must be complete and pre-packaged, delivered in the original packaging in an unchanged condition. In the event of sending the goods in a different condition and packaging, the Seller may not accept it and return it to the Customer at his expense.
20. If, after receiving the goods, the customer finds factory defects in it, he can take advantage of warranty services in the Complaints Department of Części Tir Chlebek Sp. J.

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21. The customer may file a complaint if it is found in the delivered goods:

- a. factory defects,
- b. mechanical damage caused during transport
- c. incompliance of the goods with the goods included in the order

22. In the event of defects in the factory goods, the customer should contact the Części Tir Chlebek Complaint Department, and then deliver or send (if purchased via an online store or website) to the company's address along with a completed complaint form and proof of purchase on address:

Części Tir Chlebek Sp. J.
ul. Miliardowicka 73
43-518 Ligota

23. In the event of receiving a complaint, the Seller may request the Customer to complete the data necessary to consider the complaint. In this case, until the required data are completed, all actions of the Seller related to the complaint may be suspended, and any deadlines applicable to the Seller shall be suspended and continue after the required data has been completed.
24. The information necessary to consider the complaint is in particular the number of the purchase document; the date of the failure; the date of assembly or purchase of the defective product; description of the fault or its accompanying symptoms. In addition, in the case of spare parts, the details of the vehicle in which the faulty goods have been installed, and in particular the brand, are necessary; model; year, VIN number; the course at the time of assembly and at the time of the failure, as well as an indication of what solution the client expects.
25. As part of claims for complaints, the Customer may request a free repair or exchange of goods for a new one, and in cases provided for by law (in particular if repair or replacement would not be possible), demand a price reduction or withdraw from the contract. The final method of removing the defect (repair, replacement, reduction of price, withdrawal from the contract) shall be decided by the Seller taking into account the circumstances of the case, subject to the provisions of paragraph 26 below.
26. The Seller is not responsible for the time of consideration of the complaint to the extent it depends on the transfer of information from any entity whose information is necessary to consider the complaint, in particular the Manufacturer or other entity from whom the Seller acquires goods (importer, etc.).
27. The deadline for considering the complaint is 2 (two) weeks from the delivery of all necessary materials / documents to the Seller, and if the Seller determines the need to provide him with the advertised goods, also from the delivery of the goods. The periods listed in paragraph 1 do not count towards the aforementioned deadline. 26 above. If the complaint is accepted, the Seller will make every effort to execute the claim in the shortest possible time, however, not longer than 3 weeks from the end of the date indicated in the first sentence.

28. The Seller's liability applies only to defects that have become apparent not later than within one year from the date of delivery of the goods to the Customer, provided that the Seller receives a complaint within the time specified in paragraph. 2 above.
29. Our company does not accept any parcels sent on delivery.
30. Checking the parcel in the presence of the courier is a necessary condition to take into account any claims of the customer for damage to the shipment or shortages. Each customer should notify us within 2 business days of receiving the parcel.
31. The warranty does not cover products that bear traces of mechanical damage. Therefore, always before collecting the parcel from the courier, check whether the package has not been damaged during transport. If the packaging of the package bears signs of damage, a damage report should be prepared in the presence of the courier and contact us as soon as possible to clarify the matter.
32. The warranty covers only material and production defects, does not cover damage due to improper assembly, as a result of an accident, normal wear and premature wear due to the incorrect condition of other suspension elements (bolts, tips, rocker arms, rubber-steel bushings, etc.).
33. Warranty claims apply only to the product itself (exchange for free from defects or return equivalent) - do not concern additional costs such as transport, assembly, disassembly, diagnostic tests, etc.
34. Electronic and electrical parts shall not be returned.
35. The costs of sending returns and complaints shall be borne by the purchaser. If the defect reported by the Customer does not occur or the terms of the warranty have been violated, the company Części Tir Chlebek Sp. J. has the right to demand from the customer to cover costs incurred by the shop related to transport and expert costs. The product in this case is also sent back at the expense of the buyer.
36. Defective goods should be delivered or sent (in the case of purchase via an online store or website) by the customer in the original packaging together with all the elements on his equipment.
37. Any claims of the Customer related to the Seller's performance of the Customer's order are limited to the amount which together may not exceed the price of the delivered goods.
38. In the event of failure to meet the deadlines for filing complaints specified in the Regulations, the Customer loses the rights due to him under warranty, warranty, non-compliance of the goods with the contract or any other legal provisions. The Seller's liability does not cover defects caused by improper storage, transport, poor assembly or resulting from normal wear and tear.
39. The Seller shall not be liable for damage to the person or property caused by the goods delivered, which occurred after the goods were released / sent from the Seller's warehouse.
The provisions of this § do not violate the mandatory provisions of law..
40. All data sent by the Customer to the Seller are protected in accordance with the Personal Data Act and are not processed for any purpose other than the execution of orders. The Buyer provides personal data voluntarily and has the full right to inspect, correct or request the cessation (deletion) of processing his data stored in the Seller's database in accordance with the Act "on electronic services" of July 18, 2002 (Journal of Laws of 2002, No. 144, item 1204). Placing an order with the

Seller means consent to the processing of personal data by the Seller for its implementation. After the order has been completed, the data may be deleted at the express written order of the customer sent to the e-mail address: jchlebek@chlebek.pl or to the company's address: ul. Miliardowicka 73 43-518 Ligota. In the event that the Buyer does not dispose of the deletion of data, they will be stored with all required confidentiality standards until the next order or disposal order is removed from our database.

41. If any provisions of these Regulations are or become ineffective, invalid or there will be a change in the applicable law that affects their content, the Regulations will remain valid in the remaining part. In this case, the Parties undertake to replace the provisions invalid or ineffective with the provisions closest to the invalid or ineffective provision.
42. The Seller informs about any changes to the Regulations and indicates them on his website before the changes in force come into force.
43. Conclusion of an agreement with the Seller means that the Customer has read the Regulations before concluding the contract.
- 44. The Seller is entitled to change the Regulations, but the change is effective in relation to the orders accepted for execution by the Seller after its announcement on the website.**