

GENERAL TERMS AND CONDITIONS OF SALE AT "TIS" TOMASZ ANIOŁ

I. General provisions and definitions

1. The General Terms and Conditions of Sale, hereinafter referred to as the Terms and Conditions or the GTCS, define the general rules on which "TIS" Tomasz Anioł, hereinafter referred to as the Seller, sells goods and/or services specified in the Order placed by the Buyer.
2. The GTCS are available to the Buyer before concluding the agreement in writing at the registered office of "TIS" Tomasz Anioł and on the website www.tis.com.pl.
3. The General Terms and Conditions of Sale constitute an integral part of the order.
4. Placing an order by the Buyer at "TIS" (regardless of its form) is a confirmation that the Buyer has read the provisions of these Terms and Conditions and accepts them without reservations.
5. The Terms and Conditions may be changed, modified or some of them excluded from application by the Parties. Any changes, additional arrangements, suspension require written form under pain of nullity and must be accepted by both Parties.
6. Any deviation from the application of the General Terms and Conditions of Sale by the Buyer may only take place upon written consent of the Seller.
7. In the event of a conflict between the Seller's Terms and Conditions and the Buyer's Terms and Conditions, the priority will be determined individually by mutual relations of the terms of the order by the Parties.
8. The Seller ensures that the goods sold to the Buyer come from current production, are carefully made, checked and that they meet the required conditions of technical documentation, standards and specifications specified in the order, legal requirements regarding safety and environmental protection.
9. The terms used in the Terms and Conditions mean:
 - Seller – "TIS" Tomasz Anioł,
 - Buyer - a legal person, an organizational unit without legal personality and a natural person conducting business activity,
 - Order - an offer to purchase products submitted by the Buyer in writing, delivered in person, by phone, letter, fax or e-mail, containing at least: name of the ordered product, quantity, Buyer's details necessary to issue a VAT invoice and company details, contact details, date and place of receipt of ordered products. Following an oral order, the Buyer will send, as soon as possible, a written order in order to enable the Seller to confirm this order,
 - Confirmation - a written statement of the Seller on the acceptance of the order, submitted to the Buyer after its receipt, specifying at least the price of the goods, the total value of the ordered goods, the date of order implementation, place and conditions of delivery/collection and payment terms.

II. Conditions of concluding the agreement

1. The information on the Seller's website, catalogues, brochures, leaflets, advertisements, etc. - does not constitute an offer within the meaning of the provisions of the Civil Code. Publications regarding products offered by the Seller are for information purposes only.
2. The condition for the effective conclusion of the sales agreement is placing an order by the Buyer and a written confirmation of the order by the Seller (in the form of e-mail, fax, letter).
3. The Seller may withhold the sale in the event of doubts regarding the veracity of the data provided by the Buyer in the order.
4. Cancellation of the order by the Buyer is allowed only in exceptional situations after prior written agreement on the terms of cancelling the order with the Seller. The Seller reserves the right to charge the Buyer with the actual costs that arose until the cancellation of the order, however not greater than the value of the order.
5. If the Seller was unable to perform the service as a result of force majeure, the Buyer will not be entitled to claim compensation for damage resulting from non-performance or untimely performance of the agreement.

6. By accepting the order, the Buyer declares that they have the financial and technical means to implement the order on time.
7. If the purchased goods have a defect, the consumer may submit a complaint in which they will specify their demands for bringing the goods into compliance with the agreement (by repair or replacement) or return all or part of the funds paid (by reducing the price or withdrawing from the agreement). The course of the process must meet certain conditions contained in the Complaint Procedure Card and the Complaint Conditions.

III. Price

1. In the event of different arrangements between the Parties, the price of the goods is the price resulting from the order confirmation.
2. The prices provided by the Seller are net prices, to which VAT will be added at the rates applicable on the date of issuing the invoice.
3. The date of issuing the invoice by the Seller will be the starting date for the payment period, provided that it is immediately sent by post - registered mail, e-mail or fax.

IV. Delivery terms

1. The delivery of goods purchased by the Buyer is carried out on the basis of their order.
2. If the goods are delivered to an address other than that indicated in the order by the Buyer, the Seller will bear the costs resulting from the delivery of the goods to a different address.
3. The delivery date is deemed to have been met if the goods will be at the Buyer's disposal within the agreed period, at the address indicated in the order and after confirming receipt of the goods.
4. Upon the Buyer's request, the Seller attaches the following to the delivery:
 - delivery documents specifying the number and date of the order, the subject of the order and other data enabling full traceability of the goods,
 - documents confirming the quantity and quality of the goods specified in the order.
5. The Seller delivers the products properly packed and secured for transport, indicating whether the packaging is returnable or non-returnable.
6. The Buyer is obliged to check the conformity of the delivered goods with the order immediately after receiving the goods. They are obliged to check in particular: the condition of the shipment, as well as the quality and quantity of the delivered goods.
7. If the Buyer finds quality defects or quantity shortages, they raise objections in this regard immediately, but not later than within 14 days from the date of receipt - delivery.

In the event of overdue payments, failure to pay interest for late payments, having other outstanding liabilities towards the Seller, the execution of subsequent orders may be suspended by the Seller until the relevant payments are made or other liabilities are settled.

V. Protection of Property

1. The Seller ensures and warrants that as a result of the delivery or use of the products delivered by them, no third party protection rights resulting from intellectual property will be infringed, and also undertakes to repair any damage caused to the Buyer as a result of infringement of these rights.
2. Any technological, technical, construction data, plans and designs, if provided by the Buyer to the Seller for the purpose of implementing the order, can be used by the Seller only for this purpose.
3. The Parties undertake to maintain the confidentiality of all information provided as part of the transaction (confidential information). Upon performance of the agreement, the Parties are obliged to return all confidential information. The confidentiality obligation lasts for 5 years after delivery.

VI. Obligations of the Parties

1. When placing an order, the Buyer undertakes to act in a timely, reliable manner and in accordance with the principles of applicable law in order to perform the agreement.
2. During the implementation of the order, the Seller will inform the Buyer about any significant circumstances that may affect its implementation and delivery date.

3. Upon the Buyer's request, the Seller will present corrective actions in relation to the detected causes of discrepancies in the delivered goods.
 4. The Buyer has the right at every stage of the order to obtain information on its progress. Relevant information will be provided on behalf of the Seller by an authorized person.
- VII. Financial terms
1. All invoices issued by the Seller must contain the data necessary in the light of the VAT regulations and the order number.
 2. The Buyer acknowledges and agrees to transfer the receivables due to the Seller in connection with late payment exceeding the deadline by 30 days specified in the Order.
 3. The Parties undertake to keep trade secrets and not to disclose any details of mutual settlements to third parties.
- VIII. Other arrangements
1. Files constituting designs or being the subject of the order may be made available and transferred by the Seller to the Buyer by attaching them to e-mails or uploading them to a server.
 2. By accepting these Terms and Conditions, the Buyer consents to the processing of their personal data by the Seller and entities acting on their behalf in the country and abroad, in connection with the performance of agreements for the sale of goods offered by the Seller. The Buyer has all the rights under the Act of August 29, 1997 on the protection of personal data (consolidated text - Journal of Laws of 2014, item 1182, as amended), in particular, they have the right to access their own data.
 3. If the Buyer withdraws from the accepted order before its implementation begins, they are obliged to pay the Seller a contractual penalty in the amount of 10% of the gross value of the order. In the event of damage exceeding the stipulated contractual penalty, the Seller may claim compensation on general terms.
 4. Any disputes arising out of or in connection with this agreement will be resolved by the Court of Arbitration at the Centre for Mediation and Out-of-court Dispute Resolution in Krakow.
 5. In matters not covered by these Terms and Conditions, the relevant provisions of the Civil Code and other applicable legal acts will apply.

Information Clause

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as GDPR) (Journal of Laws EU L 119, p.1), in connection with our cooperation, respecting your privacy and ensuring that you are informed who and how processes your personal data, please read the following rules.

1. The Controller of your personal data is TIS Tomasz Anioł with their registered office in Pilzno (39-220), at ul. Błonia 5. To contact us, send an e-mail to the following e-mail address: administrator@tis.com.pl or call us at the following telephone number tel. +48 14 6722 353.
2. Personal data is processed for the following purposes:
 - implementation of orders, Art. 6 1(b) of the GDPR (to conclude and perform agreements), until the end of the service provision;
 - fulfilment of statutory obligations resulting in particular from tax and accounting regulations pursuant to Art. 6 1(c) of the GDPR (to comply with a legal obligation), for a period of time resulting from the law;
 - pursuing claims and defending against claims arising from concluded agreements or related to the provision of services, pursuant to Art. 6 1(f) of the GDPR (legitimate interest of the controller, consisting in protecting the rights of the controller) for the periods required by the relevant general provisions, in particular the Civil Code.
3. Recipients of personal data may be entities entrusted with the processing of personal data on the basis of concluded agreements (service providers in the field of, among others, legal, advisory, IT, logistics, transport services, etc.).
4. Personal data is processed for marketing purposes.
5. Personal data is not subject to automated decision making, including profiling.
6. The data will be stored for periods resulting from applicable law.
7. The data may be transferred outside the European Economic Area (EEA). In order to ensure an adequate level of data protection required by law, the transfer of personal data outside the EEA will be based on mechanisms that take into account the appropriate level of protection, in particular through: cooperation with entities processing personal data in countries for which a relevant decision of the European Commission has been issued regarding the statement of ensuring an adequate level of protection of Personal Data or the use of standard contractual clauses issued by the European Commission.
8. Data subjects have the right to access their data at any time and to request its rectification, modification, deletion, limitation of its processing, objection to its processing, the right to transfer data, as well as the right to lodge a complaint with the supervisory authority, i.e. President of the Office for Personal Data Protection.
9. Providing personal data is mandatory in order to fulfil public law obligations. In other cases, providing data is voluntary, but failure to provide it may result in the inability to cooperate.