



General terms and conditions

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Plinth KPA spółka z ograniczoną odpowiedzialnością (limited liability company) registered
in Wrocławiu 4 Baranowicka Street, NIP 8943148884, REGON 385013079, KRS 817206

§ 1. Definitions	3
§ 2. Applicable conditions	4
§ 3. Offer and conclusion of the agreement	4
[Placement of an order and conclusion of the agreement]	4
[Validity of the offer and exhaustion of stock]	5
§ 4. Order fulfilment	6
[Fulfilment time]	6
[Order fulfilment time frame]	6
[Shortening the fulfilment timeframe compared to the standard timeframe]	7
[Conditions preventing order fulfilment]	7
§ 5. Individual Orders	8
[Design]	8
[Print Samples]	9
[Trademarks and copyright]	9
§ 6. Delivery and Receipt of Goods	9
[Delivery and Receipt Terms]	9
[Failure to agree on the method of receiving the Goods]	10
[Non-collection of courier shipment, storage fee]	12
[Buyer's Responsibilities - Package Recipient]	13
[Transfer of Risk, Shipment Insurance, and Transport Complaints]	13
[Transport Complaints - Loss]	14
[Transport Complaints - Damage]	14
[Transport Complaints - Failure to Meet Guaranteed Delivery Deadline]	15
§ 7. Complaints regarding defects in the Goods or defective carrying out of the service	16
[Quantitative Claims]	16
[Claims for Physical Defects - Civil Code]	17
[Claims for Defective Service]	17
[Effective Complaint Submission, Resolution Deadline]	17

§ 8. Prices	18
[Prices and Validity Period of Individual Offers]	18
§ 9. Payments	18
[Payment Methods]	18
[Bank accounts]	20
[Delayed Payments, Interest]	20
[Debt collection of due receivables]	21
§ 10. Returns and Withdrawal from the Agreement	22
[For Mass-Produced Goods]	22
[Individual orders]	23
§ 11. Data Protection	23
§ 12. Applicable Law, Jurisdiction, Severability Clause	24
§ 13. Change Log	25

In this section, you will find definitions of terms that appear in subsequent parts of the agreement.

§ 1. Definitions

For the purposes of these General Terms and Conditions, the following terms shall have the following meanings:

Civil Code - shall mean the Act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93);

Buyer - shall mean a natural person, legal person or organisational unit without legal personality who has placed an order with the Seller for the delivery of Goods or has entered into an agreement with the Seller within the scope regulated by the General Terms and Conditions;

General Terms and Conditions, GTC - shall mean this document constituting the General Terms and Conditions;

Seller - shall mean Plinth KPA limited liability company with its registered office in Wrocław, ul. Baranowicka 4, tax identification number (NIP) 8943148884, National Official Business Register (REGON) 385013079, National Court Register (KRS) 817206;

Parties - shall mean collectively the Seller and the Buyer;

Goods - shall mean all products and other tangible services provided by the Seller to the Buyer;

Service - shall mean any activities performed at the request and according to the needs of the Buyer;

Default courier service provider - shall mean DPD Polska Sp. z o.o., ul. Mineralna 15, 02-274 Warszawa, hereinafter referred to as "DPD";

Consumer - shall mean a natural person who performs a legal act not directly related to his or her business or professional activity within the meaning of the Act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93).

Trade credit - refers to the Seller's agreement to allow the Buyer to pay for Goods or Services after their delivery, within the agreed deadline specified on the invoice or in the contract.

§ 2. Applicable conditions

1. The Seller conducts the sale of Goods and provision of services based on these General Terms and Conditions unless the Buyer and Seller enter into a separate written agreement, in which case the General Terms and Conditions apply to the extent not regulated by the agreement.
2. Oral agreements with the Buyer, if not confirmed in writing by the Seller, are invalid.

If you have not signed a separate agreement with us, the General Terms and Conditions apply. If we have made specific written agreements, they shall prevail.

§ 3. Offer and conclusion of the agreement

[Placement of an order and conclusion of the agreement]

1. Orders for Goods and Services offered by the Seller should be submitted in writing using:
 - Electronic mail;
 - SMS messages;
 - By completing and submitting a form on electronic sales platforms (e.g., Allegro, eBay, Amazon) or on the Seller's website;
 - Through text messaging applications operated by the Seller (e.g., OLX messages, Messenger for Business);
 - By sending an order document via mail or courier.
2. In order to place an order correctly, the Buyer is obligated to provide the following information to the Seller:
 - Name and billing address of the purchaser.
 - Delivery address of the Goods - in case the transportation is carried out on the Buyer's behalf arranged by the Seller.
 - Contact number of the recipient of the shipment - in case the transportation is carried out on the Buyer's behalf arranged by the Seller.

You can place an order only in writing: by mail, email, SMS, on an auction portal, or through the website.

When placing an order, you must provide us with your full name or the name of your company, address, and telephone number. You must also specify the items you are ordering. If you are ordering a product with a custom print, you must confirm the design.

- Information regarding the quantity, type, colour variant, and other relevant characteristics of the ordered Goods.
- In the case of ordering customised Goods, particularly those with individual printing:
 - Written confirmation of the print design or the execution project for the Goods, by a person authorised by the Buyer is required.

3. Buyer's orders submitted to the Seller, including those preceded by the Seller's previous offer, require a separate written, faxed, SMS, or email confirmation from the Seller to be valid and accepted for processing. Only written confirmation of the Seller's acceptance of the order constitutes the conclusion of the agreement.

4. Automatic notifications from the Seller's online store system or automated messages generated by online transaction platforms are not considered as confirmation of order acceptance.

5. The Seller's brochures, catalogues, internet advertisements, and products available in the online store system do not constitute an offer within the meaning given by the provisions of the Civil Code.

We will confirm the acceptance of your order and enter into a contract with you at the time of confirmation.

[Validity of the offer and exhaustion of stock]

6. All offers are valid until stocks are exhausted unless otherwise agreed in separate written arrangements between the Seller and the Buyer.

7. Dimensions, weights, drawings, illustrations, and other data relating to the Goods contained in catalogues, brochures, advertisements, illustrations, and price lists regarding weight, dimensions, capacity, colours, as well as physical and chemical properties or performance, are approximate data. However, the Seller will make every effort to ensure that this information is as close to reality as possible.

We strive to ensure that our advertisements regarding the products and services we offer are accurate and up to date. However, in the event of an error or if the availability of the Goods is depleted, we may not be able to fulfil your order.

§ 4. Order fulfilment

[Fulfilment time]

1. Upon accepting the order for processing, the Seller initiates the order fulfilment process.
2. The completion of order fulfilment is considered when the ordered Goods are made available by the Seller for the Buyer's disposal.
3. In the case of orders with transportation carried out on behalf of the Buyer arranged by the Seller, the completion of order fulfilment is considered when the ordered Goods are handed over to the courier service provider, as confirmed by:
 - A scan of the shipment receipt, or
 - A protocol of Goods receipt.
4. The completion time of order fulfilment is calculated from the moment the agreement is concluded unless separate written arrangements have been made.

[Order fulfilment time frame]

5. Orders placed and accepted for mass-produced Goods available in the Seller's warehouses are fulfilled as follows:
 - On the same business day for orders placed and accepted for processing on business days before 09:00 AM.
 - On the next business day for orders placed and accepted for processing after 09:00 AM on business days or at any time on Saturdays and Sundays.
6. Orders for Goods made according to individual demand are fulfilled within a period of up to 7 business days from the date of order acceptance by the Seller, unless the Seller has communicated a different readiness date for order pickup in writing to the Buyer.

Upon confirmation of your order, we will promptly proceed with its fulfilment. The order fulfilment process is considered complete when the Goods are ready for pickup by you or when they are handed over to the courier for delivery to the location specified by you.

If you order an item that is available in stock until 10:00 a.m., we will send it out the same day via courier. However, if you place your order later, it is possible that the courier has already departed, and shipping will be scheduled for the next business day. If you have any doubts, please consult the store's customer service.

In the case of customized items or items prepared specifically according to your individual order (e.g., custom-made tents or

7. Information provided to the Buyer regarding the estimated order fulfilment time frame does not guarantee the actual fulfilment timeframe.

[Shortening the fulfilment timeframe compared to the standard timeframe]

8. Requests for fulfilling orders made according to individual demand in a shorter timeframe than the standard 7 business days should be promptly communicated during the project discussion process.
9. Requests for shortening the fulfilment timeframe of orders already accepted for processing will be considered based on the available production capacity. The Seller reserves the right to refuse fulfilling an order in an earlier time frame.

[Conditions preventing order fulfilment]

10. In the event of circumstances beyond the Seller's control that hinder, delay, or completely prevent the shipment of Goods in whole or in part, for which the Seller is not liable, the Seller may extend the delivery timeframe for the entire order or its specific parts by the duration of these circumstances and an appropriate startup time.
11. If the circumstances preventing the fulfilment of the order arise or persist due to the fault of the Buyer, especially when the Buyer:
 - A. Fails to provide the required information and materials;
 - B. Does not confirm the design of the Goods made according to individual demand;
 - C. Does not respond to crucial inquiries from the Seller necessary for the proper fulfilment of the order,

the Seller reserves the right to suspend the fulfilment of the order until the obstacles to fulfilment are resolved.

12. If the obstacles arise after the payment for the order has been made and a VAT invoice has been issued, it is the responsibility of the Parties to assess whether the circumstances preventing the fulfilment of the order are permanent or temporary. If the Parties mutually agree on the

printed materials), the standard processing time will not exceed 7 business days from the day we confirm your order for fulfilment.

If, due to unforeseen circumstances (such as fire, flood, power outage, accident involving the courier's delivery truck or the transportation of the goods), we are unable to ship or prepare your order on time, we sincerely apologise. In such cases, there may be a slight delay in the order processing time. We will notify you promptly about any delays.

If we are unable to fulfil your order on time due to your fault, for example, if you fail to provide us with the required information, print files, etc., the order processing will be delayed until you provide us with all the necessary information and materials.

permanence of such circumstances, the Seller will refund the payment and issue a corrective invoice, which the Buyer will accept.

§ 5. Individual Orders

[Design]

1. Goods produced according to the individual needs of the Buyer are made based on the approved project or pattern provided by the Buyer.
2. The project is created by the Seller based on the materials and guidelines provided by the Buyer.
3. The project and 5 (five) revisions according to the Buyer's recommendations are made free of charge.
4. The Seller reserves the right to charge a fee of PLN 25 + VAT for the 6th (and each subsequent) project revision.
5. Printing is done according to the CMYK colour palette.
6. Graphics materials and colour specifications provided by the Buyer, using the CMYK colour palette, will ensure the most accurate colour reproduction according to the specifications.
7. Graphics materials and colour specifications provided by the Buyer expressed in colour spaces other than CMYK will be automatically converted to the CMYK colour palette using the ISO colour profiles available to the Seller.
8. The Seller declares that the colour profiles have been created for the media used in production in accordance with the art and with due diligence.
9. The colours displayed on the project on the screen may differ from the actual colours depending on the type, settings, and colour profile of the monitor.
10. The Buyer is responsible for verifying the correctness of the project before accepting it.

To order a custom-made product, we require an approved design from you. In order for us to prepare it, please send us the graphics and text you want to be printed, and describe the elements and layout in which they should be printed.

The design process is non-binding and free of charge. However, if the design requires more than 5 revisions, we may apply a fee of 25 PLN for the 6th and subsequent revisions.

We print using the CMYK colour palette. If you want us to accurately reproduce your colours, please ensure that the materials you provide us with for printing are in the CMYK colour space.

Please note that the settings of your monitor can affect the way colours are displayed.

Before confirming the design, please carefully review it, especially in terms of the correctness of printed texts. If you confirm a design with an error, the print will also contain that error.

11. The Seller is not responsible for any errors, particularly typographical errors, in the final project accepted by the Buyer.

[Print Samples]

12. The Buyer has the right to order a print sample from the Seller before placing an order. The price of a print sample in A4 format is 1 PLN + VAT.
13. Orders for print samples are processed within 3 working days upon acceptance.
14. In the case of sample shipment, the Buyer is responsible for covering the shipping costs.
15. The Seller guarantees that the print samples will be printed on the same material, using the same machine and ISO colour profiles as the final order.

[Trademarks and copyright]

16. The Seller is not obliged to verify ownership rights, rights of use, reproduction, publication, or other rights granted to them regarding designs, logos, trademarks, and other documents. The responsibility in this regard rests solely with the Buyer, who will indemnify the Seller in full for any damages if the Seller is required to make any payments for the use or infringement of these rights.

§ 6. Delivery and Receipt of Goods

[Delivery and Receipt Terms]

We can print a sample for you. This will allow you to see how the colours will look after printing. If you would like us to send you a printed sample, you will need to cover the cost of the shipping method you choose.

We kindly request that you ensure you have the necessary copyrights for the graphic materials and texts you send to us. We will not verify your rights to the submitted content - we assume that you are acting in good faith and have permission to use the files you have submitted. In case of any issues, you will be responsible for resolving them with the individuals or companies that granted you the appropriate permissions.

Upon completion of your order, the goods will be ready for pickup at the designated branch. You can personally collect the goods on weekdays between 7 AM and 3 PM. Alternatively, you can arrange

1. The Buyer can collect the ordered Goods upon completion of the processing:
 - Personally, at the designated Seller's branch;
 - Arrange for a third party to collect the Goods;
 - Place an order for transportation arranged by the Seller.
2. Unless otherwise agreed, the receipt is possible during the branch's working hours from 7:00 AM to 3:00 PM on business days, excluding Saturdays.
3. The transportation of Goods is carried out by an external courier company solely upon the Buyer's written order.
4. The Buyer has the right to choose a courier service provider through which the Seller will send the order.
5. In the case of the Buyer choosing a courier service provider, the Seller will confirm the transportation cost of the Goods to the Buyer in writing.
6. In the case of the Buyer choosing a courier service provider, the Buyer is obliged to familiarise themselves with the general terms and conditions of the selected carrier's services.
7. If the Buyer confirms the order for transportation of the Goods and does not choose a courier service provider, the Goods will be sent via **DPD Polska Sp. z o.o., ul. Mineralna 15, 02-274 Warszawa**, according to the default delivery price list published by the Seller on their website, online advertisements, or a price confirmed in an individual quotation or offer.

[Failure to agree on the method of receiving the Goods]

8. In the event of a lack of clear agreement on the method of receiving the ordered Goods, the Goods will remain at the disposal of the Buyer at the Seller's premises for a maximum period of 28 calendar days without any additional charges, at the Buyer's risk. The period of free warehousing of the completed Goods is calculated from the day of

for a friend to pick them up on your behalf, or you can use a courier service with which you have a contract. If you have requested delivery by our courier service but did not specify which courier you prefer, we will arrange for the goods to be shipped via DPD courier.

If you do not provide us with information regarding the pickup or shipment of the Goods, we will contact you after the completion of the order fulfilment. In the event of no response from you, the Goods will be stored for a period of 28 calendar days, awaiting your decision. After this period, we reserve the right to dispose of the

notifying the Buyer about the completion of the order using the means of communication used to place the order.

Goods at our discretion.

[Non-collection of courier shipment, storage fee]

9. In the event that the Buyer fails to collect the Goods within the specified time or fails to arrange for the transportation of the Goods as mentioned in the previous clause within 28 calendar days, the Seller has the right to charge a storage fee for each subsequent day of storage at a rate of 7 PLN net per day.
10. If the Goods dispatched through a courier service provider are not collected by the Buyer in accordance with the terms and conditions specified by the courier service provider, provided that the courier service provider makes an attempt at delivery,
 - A. the Seller may require the Buyer to cover the costs of returning the Goods to the Seller's branch;
 - B. If § 6, Point 9 of these Terms and Conditions applies, and the storage period is calculated from the day of delivery of the return shipment to the Seller's branch.
11. The provisions of § 6, Points 9 and 10 do not apply if the Buyer, as a party to the contract, is a Consumer.
12. If the Goods dispatched through a courier service provider are not collected by the Buyer and the courier service provider returns the Goods to the Seller's branch, the Seller will make every effort to contact the Buyer and agree on the terms of collecting the Goods.
13. If the following conditions are met collectively:
 - The Seller was unable to contact the Buyer under the circumstances described in § 6, Point 12.
 - 14 calendar days have passed since the return shipment was delivered to the Seller's branch or the Goods have remained uncollected from the branch for 28 calendar days after the completion of order fulfilment.
 - The ordered Goods are not custom-made.
 - The Buyer is a Consumer.

If you fail to collect the Goods within 28 days, we may charge additional fees for storage. Additional fees may also be applied if the courier attempts delivery and you fail to receive the shipment, resulting in the package being returned to us. If packages sent to you are returned to us, we will make an effort to contact you. If you are a consumer and you have not collected the ordered Goods, which were not made specifically according to your individual order, within 28 days from the completion of the order fulfilment or 14 days after the return of the package by the courier, we consider the contract as not concluded. If you have made a payment, we will refund it to you.

The Parties consider the sales agreement as not concluded. The attempt to contact the Buyer, as mentioned above, is deemed to be fulfilled if the Seller attempts to contact the Buyer using the contact information provided by the Buyer during the order placement or the contact information disclosed in public registers (such as the National Court Register or Central Register and Information on Economic Activity).

[Buyer's Responsibilities - Package Recipient]

14. If the delivery is to be carried out by a courier service on behalf of the Seller, the Buyer shall ensure the accessibility of the delivery location.
15. If the delivery is to be carried out by a courier service on behalf of the Buyer arranged by the Seller, the Buyer is obligated to provide the correct delivery address, a valid and functioning email address for receiving shipment notifications, and an active telephone number for potential contact with the courier service. Failure to provide the aforementioned information may result in difficulties in executing the transport service, for which the Seller shall not be held responsible.
16. Within 7 calendar days from the day of receipt, the Buyer is obliged to check the completeness of the ordered Goods.

[Transfer of Risk, Shipment Insurance, and Transport Complaints]

17. Upon delivery of the Goods to the courier service or the person responsible for transport on behalf of the Buyer, the Buyer assumes the risk of accidental damage or loss of the Goods being shipped to the location specified by the Buyer.
18. If the Buyer is a Consumer, § 6, point 17 does not apply, and Article 548, paragraph 3 of the Civil Code applies.
19. The legal basis for filing complaints regarding transport services, including the procedure for filing and the timeframes for consideration, is regulated by the Ordinance of the Minister of Transport and Construction of 24 February 2006 concerning the determination of the condition of shipments and the complaint procedure, with subsequent amendments.

If you have requested transportation of the Goods to a specific location, please ensure that the courier has access to the delivery address. Also, provide us with the precise address, contact telephone number, and email address. These details will enable the courier company to contact you and facilitate the smooth delivery of the shipment.

If you are not a consumer and have instructed us to send the purchased Goods, the shipment is carried out at your own risk. Transport complaints are governed by separate laws established by the pertinent Ordinance of the Minister of Transport.

[Transport Complaints - Loss]

20. In the event of loss of the Goods by the courier service carrying out the transport on behalf of the Seller, the Buyer has the right to make claims in accordance with the terms and conditions specified by the courier service provider.
21. Upon written request from the Buyer, the Seller will file a complaint with the courier service provider regarding the lost shipment.
22. Upon written request from the Buyer, the Seller may assign insurance and contractual rights and claims related to the loss of the shipped Goods and undertake to provide all necessary documents and information required for filing a complaint with the courier service provider by the Buyer, unless they constitute trade secrets. In the event of the Buyer's written declaration regarding filing a complaint with the courier service provider independently, any possible claims by the Buyer for the loss of the shipment expire at the time of the assignment of insurance and contractual rights and claims.
23. Complaint forms and procedures, along with information regarding the timeframes for handling complaints, are readily available on the websites of the courier service providers. For DPD, please visit: <https://www.dpd.com/pl/pl/moje-dpd/zloz-reklamacje/>
24. The deadline for handling a transport complaint regarding the loss of a shipment is 30 calendar days from the date of receipt of the complaint notification.

[Transport Complaints - Damage]

25. In the event that the transport is carried out by a courier service on behalf of the Seller, the Buyer is obliged to inspect the Goods within 7 calendar days from the day of receipt of the shipment.
26. If any damage to the external packaging of the Goods is noticed during the receipt of the shipment, it is necessary to immediately create a damage report and take photographs of the damage.
27. If any damage to the external packaging of the Goods or damage to the Goods itself is noticed after the receipt of the shipment, it is necessary to create a damage report and take photographs of the

If your shipment is lost during transportation or not all packages have been delivered, please report it to the courier company handling the transport as soon as possible. You can also request us to do it on your behalf.

The courier company will initiate the search for your shipment. The maximum time for finding and delivering a lost shipment is 30 days from the date of filing the transport complaint.

In the case of DPD, you can submit complaints online at:

<https://www.dpd.com/pl/pl/moje-dpd/zloz-reklamacje/>

If you have noticed that the packaging of your shipment or the goods inside are damaged, be sure to prepare a protocol documenting the damage. You have 7 days from the day of delivery to do so. You can do this with the courier who delivers the packages (if they have already left, immediately contact the customer service hotline of the courier company and request that they come back to prepare the protocol). The courier company

damage within a period not exceeding 7 calendar days from the day of receipt of the shipment.

28. In the case of DPD, the damage report can be filled out with the courier delivering the shipment (during the delivery or after calling the courier to complete the report using the carrier's hotline) or electronically using the following link: <https://protokol.dpd.com.pl/>
29. After completing the report, a copy of the prepared damage report along with the photographs should be sent using the form available on the website <https://plinth.pl/formularz-reklamacyjny/> or by mail to the address PLINTH, Włókiennicza 10, 59-800 Lubań with the note "Transport Complaint".
30. Within 3 working days of receiving the completed damage report along with the photographs, the Seller will propose a method of repairing the damage.
31. The Seller reserves the right to waive the requirement for the recipient of the shipment to prepare a damage report without providing a reason and to propose a resolution to the complaint promptly upon receiving information about the transport damage.
32. In the event that the Buyer makes monetary claims related to the damage, they will be forwarded to the courier service in the complaint notification. The processing time for the complaint by the courier service is indicated in the general terms and conditions of service, which are widely available on the websites of individual carriers.
33. The deadline for processing a transport complaint regarding damage to the shipment is 30 days from the date of receipt of the complaint notification.

[Transport Complaints - Failure to Meet Guaranteed Delivery Deadline]

34. In the event that the transport is carried out by a courier service on behalf of the Seller, and the Buyer has selected a transport service with a guaranteed delivery deadline, for which the price is higher than the standard delivery price in the Seller's Default Courier Service Price List, the Buyer has the right to request a refund of the price difference

DPD also allows for preparing the protocol online: <https://protokol.dpd.com.pl/>

Once you have the protocol, report the damage to us using the complaint form. <https://plinth.pl/formularz-reklamacyjny/>

We will do our best to assist you promptly and resolve the issue.

If you would like to claim compensation from the shipment insurance policy, we will forward your claim to the courier company. You will receive a response within 30 days from the date the complaint is received by the courier.

If requested, we can send your shipment with a guaranteed delivery option.

However, if the courier company fails to deliver the shipment on time, you may be eligible for a partial or full refund of the shipping cost, based on the terms

between the purchased guaranteed transport service and the standard service price in case the courier service fails to meet the delivery deadline.

and conditions outlined below.

35. Failure to meet the delivery deadline is considered as the courier service's failure to attempt the delivery of the guaranteed shipment within the specified deadline stated in the guarantee.
36. If the guaranteed shipment is not delivered within 3 business days from the date of dispatch, the Buyer has the right to request a full refund of the transport service price.
37. The terms and conditions for shipments with guaranteed delivery deadlines are widely available on the websites of courier service providers; for DPD, you can find them at the following link: <https://www.dpd.com/pl/pl/moje-dpd/dokumenty-dpd-polska/> in the document titled "Szczegółowe Warunki Świadczenia Usług" (Detailed Terms of Service).

§ 7. Complaints regarding defects in the Goods or defective carrying out of the service

1. The Seller declares that the sold Goods are free from physical and legal defects and are suitable for use in accordance with their intended purpose, provided that the "Conditions for Safe Use" attached to the General Terms and Conditions are met, as well as compliance with the installation instructions accompanying the products.

[Quantitative Claims]

1. In the event of discovering any incompleteness of the ordered Goods, the Buyer is obliged to notify the Seller in writing of any quantitative discrepancy between the received Goods and the order, specifying the missing Goods or parts, within 14 calendar days from the date of receipt.
2. If the Buyer has not raised any objections regarding the quantity and completeness of the delivered Goods within 14 calendar days from the

If you have purchased a product from us and after receiving it, you find that it is incomplete, please report this within 14 days from the date of receipt.

date of delivery, the Goods shall be deemed complete, and quantitative claims will not be considered.

[Claims for Physical Defects - Civil Code]

3. In the event of discovering any physical defects in the Goods purchased by a Consumer within 2 years from the date of receiving the ordered Goods, the relevant provisions of the Civil Code apply.
4. The warranty is excluded for Buyers who are not Consumers to the extent permitted by the applicable law.

[Claims for Physical Defects - Warranty]

5. The terms and procedures for handling warranty claims are specified in the "Warranty Terms" attached to these Terms and Conditions.

[Claims for Defective Service]

6. In the event of a defective service, particularly in cases where the printing does not conform to the approved design provided by the Buyer, the Seller undertakes, at their own expense, to promptly rectify the defect.
7. If mutually agreed upon, the remedy for the defect may be a price reduction for the service provided.

[Effective Complaint Submission, Resolution Deadline]

8. The Buyer has the right to report a complaint promptly upon discovering a defect by using:
 - The complaint form available at:
<http://plinth.pl/formularz-reklamacyjny>
 - Or by sending a written complaint to the following address:
PLINTH, Wiókiennicza 10, 59-800 Lubań, with the note "REKLAMACJA"

If you are a consumer and you have purchased a product from us, and within 2 years a defect appears in the product, and you suspect that it was present in the product from the beginning, please report it to us.

If something happens to the product within the warranty period, please report it to us. The specific warranty terms and conditions are available at the bottom of this page and on the cards included with the products.

If we have printed or provided a product or service that does not match the approved design, we apologise for the error. We will do our best to rectify the situation as quickly as possible and cover any additional costs necessary to resolve the issue.

You can submit complaints in writing using a complaint form or by sending a letter.

9. The Seller will make every effort to provide the Buyer with a decision regarding the complaint without undue delay. The maximum resolution deadline for the complaint is 14 business days.
10. If the information provided in the complaint is insufficient to process the complaint, the Seller may immediately request the Buyer to provide additional details. In such cases, the resolution deadline will be appropriately extended.
11. The Seller may request the Buyer to present the disputed product for inspection at the Seller's branch, at the Buyer's expense.
12. If the complaint is recognized, the Buyer may seek reimbursement of documented shipping costs for sending the product for inspection.
13. The Seller may offer to arrange the pickup of the product for inspection from the Buyer.

§ 8. Prices

[Prices and Validity Period of Individual Offers]

1. The prices of the Goods stated in individual offers bind the Seller only for the specified duration mentioned in the offer.
2. If no specific duration is indicated, the offer is binding for a period of 14 calendar days from its issuance.
3. Prices are provided in gross amounts, including VAT at the applicable rate, unless otherwise specified in the offer.
4. The Seller and the Buyer may additionally agree in writing that the prices provided by the Seller include transportation and packaging costs, as well as insurance, customs duties, or other additional costs independent of the Seller.

§ 9. Payments

[Payment Methods]

1. The primary payment methods available to all Buyers for ordered Goods and Services are:
 - Prepayment to the Seller's bank account.
 - Cash on delivery upon delivery of the shipment.

The prices of Goods stated in individual offers are usually valid for 14 days, unless we have confirmed to you in writing a longer period of validity.

You can pay for the purchased Goods before shipping or to the courier upon delivery of the packages.

If you represent a budgetary unit or a Government owned company, you can pay after the delivery of the Goods based on an invoice

2. Payment based on a deferred invoice after the delivery of the Goods is available for:

- Established customers with the Seller's approval,
- Local government entities, subsidiaries of local government entities, companies governed by the Commercial Companies Code in which a local government entity is a majority shareholder,
- Budgetary units of the central administration, companies governed by the Commercial Companies Code in which the State Treasury is a direct or indirect majority shareholder,
- Higher education institutions, research institutes subordinated to the Polish Academy of Sciences,
- Other Buyers who have obtained written consent from the Seller for payment based on a deferred invoice after the delivery of the Goods.

3. The Seller reserves the right to insure trade credits granted to the Buyer with credit insurance services provided by third parties, particularly by Euler Hermes S.A., Al. Jerozolimskie 98, 00-807 Warsaw, registered under KRS 0000156966.

- a. If the Buyer applies for the granting of trade credit, the Seller reserves the right to share information about the Buyer with third parties for the purposes of risk assessment and credit insurance. The scope and purposes of data processing, along with a list of third parties, are detailed in the applicable GDPR Clause.

4. The Buyer is required to make prepayments for the accepted orders to the Seller's bank account no later than the expected order fulfilment date. The expected order fulfilment date may be indicated:

- A. In the order confirmation message.
- B. On the pro forma invoice in the "Suggested payment method" section.

5. In the case of orders with the "Prepayment" payment method, the Seller reserves the right not to deliver the Goods until the payment amount is credited to the bank account or until confirmation of the payment transfer is received, in accordance with the Banking Law, whichever occurs earlier.

with a deferred payment term.

It is important that you pay for the order accepted for processing by the planned shipping date. This deadline is usually provided via email or on the proforma invoice.

[Bank accounts]

6. The Seller declares that they hold bank accounts with the following numbers:
- PL81 1050 1575 1000 0090 3271 5014 for PLN settlements.
 - PL59 1050 1575 1000 0090 3271 5022 for EUR settlements.
 - PL78 1050 1575 1000 0090 8161 8200 for USD settlements.
 - PL48 1050 1575 1000 0090 8163 2029 for CHF settlements
 - PL11 1050 1575 1000 0090 8213 3118 for CZK settlements

The Seller also confirms that all the above-mentioned accounts have been reported to the National Tax Administration in accordance with applicable regulations.

[Delayed Payments, Interest]

7. (I) If the Parties have agreed that payment for the order will be made in advance (Prepayment), and the Seller has not made the payment for the accepted order by the expected date of order fulfilment, the Seller reserves the right, and the Buyer agrees, to issue an invoice with a payment deadline of 3 days from the day the order was fulfilled.

(II) In the case of Cash on Delivery payment and rejection of the shipment by the Buyer, as well as the failure to meet the conditions specified in § 6 point 13, the Seller reserves the right, and the Buyer agrees, to issue an invoice with a payment deadline of 7 days from the day the return shipment is delivered to the Seller's branch. The Seller will not exercise this right if the rejection was due to incompleteness or damage of the shipment.

8. The date of payment for the Goods shall be deemed to be the day when the funds are credited to the Seller's bank account.
9. If the Buyer exceeds the payment deadlines, the Seller is entitled, without separate agreements or notices, to charge the Buyer **late payment interest at an annual rate of 14%**, but not exceeding the maximum statutory interest for delay as determined under the Act of 23 April 1964, the Civil Code (Journal of Laws of 2017, item 459, as amended).

If you have not paid for the completed order, we will issue an invoice payable within 3 days. If we do not receive the payment on time, you will be required to pay interest at a rate of 9.5% per annum.

In the case of rejecting a cash-on-delivery shipment, we will issue an invoice payable within 7 days. However, we will not do so if the reason for rejection is suspected damage or incompleteness of the shipment.

[Debt collection of due receivables]

If you have outstanding payments, we will initiate debt collection procedures.

10. In the event of exceeding the payment deadline indicated on the invoice, the Seller reserves the right to promptly initiate debt collection proceedings against the Buyer.
11. The Seller will send at least one payment reminder to the Buyer before taking legal action to recover the outstanding debt along with accrued interest.
12. If legal action is taken, the Seller will demand payment from the Buyer for:
 - The price,
 - Default interest at the rate specified in § 9 point 8,
 - Compensation for delayed payment in accordance with the Act on Counteracting Excessive Delay in Commercial Transactions [Journal of Laws 2013, item 403] in the following amounts:
 - 40 euros if the value of the monetary performance does not exceed 5,000 Polish zlotys,
 - 70 euros if the value of the monetary performance exceeds 5,000 Polish zlotys but is less than 50,000 Polish zlotys,
 - 100 euros if the value of the monetary performance is exactly 50,000 Polish zlotys or higher than 50,000 Polish zlotys.
13. The Seller may waive the collection of interest, particularly in situations where an agreement is reached with the debtor.
14. The Seller may entrust the collection of overdue receivables to third parties providing legal and debt recovery services, in particular:
Euler Hermes Collections sp. z o.o., Al. Jerozolimskie 98, 00-807 Warsaw, registered under KRS 0000044623.

§ 10. Returns and Withdrawal from the Agreement

[For Mass-Produced Goods]

This paragraph precisely describes the rules for returns and withdrawal from the contract. If you need assistance with returns or withdrawal from the contract, please contact our office - we will assist you!

1. Consumer declarations of intent to withdraw from the purchase agreement for mass-produced goods are accepted within 14 calendar days from the day of receiving the goods.
2. The consumer may notify their intent to withdraw from the agreement by:
 - using the withdrawal form attached to the Terms and Conditions, sending it to the address: **PLINTH, Włókiennicza 10 59-800 Lubań**, with a note **ODSTĄPIENIE OD UMOWY**;
 - sending an email to the address: **kontakt@plinth.pl**;
 - using the return form available on the Allegro.pl platform;
 - personally visiting the Order Processing Center at the address: **Włókiennicza 10, 59-800 Lubań**, during office hours.
3. The Seller shall promptly, but no later than within 14 calendar days from the day of receiving the Consumer's statement of withdrawal from the agreement, refund all payments made by the Consumer.
4. The refund of payments, as referred to in § 10 item 3, shall be made using the same payment method that the Consumer used, unless they have agreed to a different method of refund.
5. If the Consumer made payment for the goods on delivery, the Seller shall refund the payment to the Consumer's designated bank account.
6. The Consumer is obligated to return the goods to the Seller or a person authorised by the Seller, no later than within 14 calendar days from the day they withdrew from the agreement, unless the Seller has offered to collect the goods themselves. The deadline is considered met if the goods have been sent or delivered personally before its expiration to the following address: **Włókiennicza 10, 59-800 Lubań**.

7. Until the Seller receives the goods, the Seller may withhold the refund of payments, as mentioned in § 10 item 3, unless they have offered to collect the goods from the Consumer.
8. The Consumer bears the direct costs of returning the goods.
9. The Consumer is responsible for any diminished value of the goods resulting from handling it in a manner exceeding what is necessary to establish its nature, characteristics, and functioning.
10. If a decrease in the value of the goods is detected, the Seller shall deduct a proportionate amount from the payment referred to in § 10 point 3, to account for the diminished value, with the Consumer's agreement.
- 11. With the Seller's written consent, a non-consumer Buyer may return the goods according to the provisions stated in § 10 points 1-10, with the exception that the Seller will refund the non-consumer Buyer the price of the purchased goods minus the delivery cost.**

[Individual orders]

12. Goods produced based on the individual order of the Buyer are not subject to return. Cancellation or withdrawal from individual orders is only possible with the explicit and written consent of the Seller, subject to § 10 clause 13.
13. In the event that the production of a confirmed individual order has commenced and the Seller has incurred costs for materials or goods used for production, the Buyer may withdraw from the contract according to the provisions stated in § 10, with the condition that the Buyer will bear the cost of the goods and materials used for fulfilling the order.

If you order a product with custom printing or a tent made specifically for your order, you cannot return it.

§ 11. Data Protection

1. The Seller processes the Buyer's personal data in accordance with the applicable GDPR clause, which is publicly available in the footer of the Seller's email communications, on the Seller's website, and secured on a

durable medium using the “Durable Medium” service provided by the National Clearing House (Krajowa Izba Rozliczeniowa).

§ 12. Applicable Law, Jurisdiction, Severability Clause

1. For these General Terms and Conditions and all legal relationships between the Seller and the Buyer, the provisions of Polish law shall apply.
2. Disputes arising between the Seller and the Buyer shall be resolved as follows:
 - In matters permitted by Elektroniczne Postępowanie Upominawcze - the court having jurisdiction over such proceedings.
 - In the case where the Buyer is a Consumer - the court having jurisdiction over the Consumer's place of residence.
 - In the case where the Buyer is not a Consumer - the court having jurisdiction over the Seller's registered office or the court having jurisdiction over the Buyer's registered office, as determined by the initiating party.
3. The place of performance of the Seller's obligations, if legally permissible, for any claims arising from the contract, shall be exclusively the order processing centre in Włókiennicza 10, 59-800 Lubań
4. If any provision contained in this agreement or in any other agreement becomes invalid or ineffective, the remaining provisions shall remain valid. In such a case, the Seller and the Buyer shall replace the invalid provision with a provision that achieves the economic purpose of the invalid provision.
5. Whenever written form is stipulated in the general terms, failure to comply with such form shall result in the invalidity of agreements made in any other form.

§ 13. Change Log

The current version of the General Terms and Conditions has been modified as follows compared to the version in force since 01/03/2022:

- Editorial corrections have been made:
- The timeframes for inspecting shipments for transport claims and verifying completeness have been unified. The deadline in §6 point 16 has been amended, and both timeframes are now set at 7 calendar days from the date of delivery of the shipment.
- The list of bank accounts in §9 has been updated to include new account numbers, and certain accounts have been removed.
- In §10 point 8, it has been specified that the interest rate is capped by the current statutory maximum delay interest rate.
- A new point 3 has been added to §9, addressing the transfer of data to third parties in relation to the risk assessment for granting deferred payment terms.
- Annex 2 has been updated to align with the current version of recommendations.
- Annex 3 has been updated to align with the current version of the warranty.
- Annex 4 (GDPR Clause) has been removed, as it will now be a separate document.

Attachment No. 1 - Template of declaration of withdrawal from a distance contract

Miejscowość, data

.....

.....

.....

Imię i nazwisko konsumenta(-ów)

Adres konsumenta(-ów)

Nazwa i adres
przedsiębiorcy

Oświadczenie o odstąpieniu od umowy zawartej na odległość lub poza lokalem przedsiębiorstwa

Ja/My (*).....niniejszym informuję/informujemy(*) o moim/naszym(*)
odstąpieniu od umowy sprzedaży następujących Towarów(*)

.....

umowy dostawy następujących Towarów(*)

.....

umowy o dzieło polegającej na wykonaniu następujących Towarów/o świadczenie
następującej

usługi(*).....

Data zawarcia umowy¹/odbioru²(*).....

.....

Podpis konsumenta(-ów)

(*) Niepotrzebne skreślić

¹ podać, jeżeli umowa dotyczyła świadczenia usług

² podać, jeżeli umowa dotyczyła zakupu Towaru

Attachment No. 2 - Terms of safe use

Version: v5/2023

- A1. Two people are needed for secure tent assembly or disassembly.
- A2. During installation and refolding of the tent care needs to be taken not to put fingers between crossing bar elements as it may result in injury.
- A3. The tent must be set up on even ground. Putting the tent legs on poles or plinths in order to make the tent higher will result in damage.
- A4. To avoid damage to the tent by strong gusts of wind it is recommended to secure the tent to the ground by anchoring pins, cords or weights.
- A5. The tent cannot be used during strong wind, blizzards, hail, storms, etc.
- A6. The express tent cannot serve as a permanent awning, garage or storage place. Healy load caused by snowfall or water gathering on the roof may cause the collapse of the product. While in use it is recommended to check for precipitation gathering on the roof - any snow or lingering water should be periodically removed.
- A7. All express tents must not be left without supervision.
- A8. Open fire or strong electric heaters may not be used under the tent.
- A9. Before folding the tent cover it is necessary to clean and dry it. Storage of wet cover may lead to discolouration, weakening or - in extreme cases - disintegration of the fabric.
- A10. To prolong durability of the tent it is recommended to store the frame and cover separately in a dry place.
- A11. Cleaning the tent could be accomplished with soft cloth or sponge dipped in warm water.
- A12. During changeable atmospheric conditions which could result in strong gusts of wind it is necessary to disassemble the tent.

[PRINTED TENTS]

- B1. Cleaning the printed areas of the tent covers could be performed with gentle cloth and warm water.
- B2. Any use of detergents, surface acting agents, sodium or chloride based cleaning agents, organic or inorganic solvents will inevitably result in destruction of the print and possibly of the fabric.
- B3. It is highly advisable to avoid exposing the print to rubbing. Intensive friction of the printed surface may in time damage the print.
- B4. It is recommended to protect any printed areas from prolonged exposure to coherent directed light sources (i.e. stage spotlights)

Manufacturer/Importer/Seller does not take responsibility for any damages or injuries caused by improper use of the product.

Attachment No. 3 - Warranty terms

Warranty validity: 12 months from the date of purchase for imported frames and canvases, 24 months for Polish canvases; valid only within the territory of Poland. The seller, PLINTH KPA sp. z o.o., Baranowicka 4, 54-620 Wrocław or its legal successors (hereinafter referred to as "PLINTH"), guarantees that the sold product is free from defects, suitable for commercial circulation, and safe to use if the Guidelines of Safe Use and Assembly Instructions are followed. PLINTH will rectify any physical defect of the product in accordance with the provisions of these warranty conditions, provided that the VAT invoice or receipt for the goods is presented and provided that the conditions described in point 3 below are not met.

To exercise the rights under the warranty, the purchaser should submit a complaint using the complaint form available at: <http://plinth.pl/formularz-reklamacyjny>, providing a description of the defect along with photographic documentation and a description of the circumstances of the defect's discovery. If it is not possible to make a definitive assessment based on the information provided, the seller may request that the goods claimed under warranty be submitted for inspection. Failure to meet these requirements will result in the warranty claim being disregarded.

This warranty only applies to defects arising from causes inherent in the sold goods and does not cover any damage to the goods occurring after their sale for other reasons. In particular, it does not apply if the defects are a result of: a) the purchaser's fault, especially if the goods were used contrary to the instructions and conditions of safe use; b) ordinary wear and tear of the goods or improper storage/transportation by the purchaser; c) mechanical, chemical, or thermal damage; d) modifications, repairs, alterations, or changes in the properties of the goods by the purchaser.

If the defect in the goods consists of missing elements that should have been included, PLINTH will provide the missing element(s) at its own expense within 30 days from the date of receipt of the accepted warranty claim.

If the defect in the goods consists of the lack of properties guaranteed by PLINTH or if the goods or their components are damaged, PLINTH will rectify the indicated faults at its own expense and within its own scope within 30 days from the date of receipt of the accepted warranty claim. PLINTH has the right to extend this period to a maximum of 60 days from the date of receipt of the accepted warranty claim. PLINTH will inform the purchaser in writing about the extension of the deadline for rectifying the defects. After the defects have been rectified, PLINTH will provide the goods to the purchaser at its own expense. Repaired or replaced defective components of the goods become the property of PLINTH. If it is not possible to rectify the defects, PLINTH will replace the defective goods with a defect-free specimen within the specified timeframes.

If the purchaser is a consumer within the meaning of Article 22(1) of the Civil Code, exercising the rights under this warranty does not exclude, limit, or suspend the rights arising from the statutory warranty for defects of the goods. For other purchasers, statutory warranty rights for defects of the goods are excluded.

PLINTH reserves the right to modify the provisions of this warranty; however, any changes to the warranty will not apply retroactively. Version v3/2022 - effective from 01/01/2022.