

GENERAL TERMS AND CONDITIONS OF SALE AND COMPLAINTS

JUSTMAR SP. Z O.O. SP. K.

§ 1. DEFINITIONS

- 1. Seller** – Justmar Sp. z o.o. Sp. k. with its registered office in Błonie, ul. Modlińska 10, 05-870 Błonie, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Warsaw under number 0000637130, NIP: 8381846292, REGON: 146991608.
- 2. Customer** – a natural person, legal person, or organizational unit without legal personality, which is granted legal capacity under the law, who uses the Seller's offer or has concluded an Agreement with the Seller.
- 3. Product** – a movable item purchased by the Customer from the Seller under a concluded Agreement.
- 4. Manufacturer** – a natural person, legal person, or organizational unit without legal personality, which is granted legal capacity under the law, who is the producer or distributor of the Product, from whom the Seller acquires the Product that is the subject of the Agreement with the Customer.
- 5. Civil Code** – the Act of 23 April 1964 – Civil Code.
- 6. Parties** – a collective term referring to the Seller and the Customer.
- 7. Agreement** – a contract for the sale of a Product concluded based on the Terms of Sale between the Customer and the Seller. The Agreement may be concluded in writing, orally, or in documentary form, including electronically, in particular via email correspondence.
- 8. Terms of Sale** – the General Terms and Conditions of Sale and Complaints of the Seller.

§ 2. SCOPE OF APPLICATION

1. These Terms of Sale apply to sales contracts concluded between the Seller and Customers and regulate the rights and obligations of the Parties entering into the Agreement.
2. The Terms of Sale form an integral part of the Agreement and apply jointly with the Agreement. In case of discrepancies between the provisions of the Terms of Sale and the Agreement, the provisions of the Agreement shall prevail.

§ 3. FORMS OF SALE AND PRICES

1. Customers may make purchases directly from the Seller as well as via orders placed by phone or email, provided that the selected products are available in stock. The Agreement is concluded upon the placement of the order, payment terms, and delivery conditions specified in the Agreement.
2. All information contained in price lists and materials provided by the Seller to Customers, as well as any proposals made orally, are for informational purposes only. No price list or proposal (including proposals referred to as "offers") constitutes a binding offer for the sale by the Seller within the meaning of the provisions of the Civil Code but merely a proposal for the Customer to make a purchase. All statements and representations made by the Seller in connection with the Agreement are made in good faith, to the best of its knowledge, and based on statements and representations provided by the manufacturers and distributors of the products included in the offer, in particular the available product data sheet (if issued together with the Product).
3. All prices provided by the Seller are net prices, not including value-added tax (VAT), costs of packaging other than originally packed products, or costs of transport or loading/unloading of goods to/at the Customer. VAT will be added at the applicable rate to the purchase price.
4. Unless the Parties agree otherwise in the Agreement, in the event of an increase in the prices of raw materials, materials, spare parts, or any other costs affecting the prices applied by the Seller, the Seller may unilaterally change the prices specified in the Agreement proportionally to the changes made in the price lists of suppliers from whom the Seller obtains supplies or in relation to the inflation index published by the Central Statistical Office (GUS). In such a case, the Customer shall have the right to withdraw from the Agreement within 3 days from the date of receiving the information about the price increase.
5. The Customer authorizes the Seller to issue invoices without the Customer's signature and to send them via electronic mail.

§ 4. DELIVERY TERMS AND CONDITIONS

1. The Seller stipulates that agreed delivery dates are only approximate and may be subject to change.
2. The transfer of goods to the Customer and the passing of risk to the Customer occurs at the moment of releasing the goods from the Seller's warehouse to the Customer or the carrier, unless it is expressly indicated as part of arrangements with the Customer that, as part of the sale, the Seller will deliver the goods to a location indicated by the Customer using its own means—in such a case, the release of the goods and the passing of risk occurs upon handing over the goods to the Customer at the place of delivery.

3. At the Customer's request, the Seller may deliver goods to any location indicated by the Customer. However, in such a case, the Seller shall charge the Customer with costs related to the delivery to the indicated place.
4. The Seller shall not be liable for any delays in the delivery of goods released from its warehouse resulting from reasons beyond its control.

§ 5. FORMS AND TERMS OF PAYMENT

1. Unless the Parties agree otherwise in the Agreement, delivery or release of the sold item shall take place on the date determined by the Seller.
2. In the case of payments made to a bank account, the date of payment shall be the date on which the amount is credited to the Seller's bank account.
3. The Customer is not entitled to set off any of the Seller's claims against them with any of the Customer's claims against the Seller without the Seller's express written consent.
4. The invoice constitutes the final call for payment. In the event of delay in payment, the Seller shall charge statutory interest for delay in commercial transactions.

§ 6. WARRANTY AND COMPLAINTS

1. The Seller excludes liability under the warranty pursuant to Article 558 § 1 of the Civil Code in relation to Customers who are entrepreneurs or natural persons entering into an agreement directly connected with their business activity, where it follows from the content of this agreement that it does not have a professional character for such persons, in particular resulting from the type of business activity performed by them, disclosed under the provisions on the Central Register and Information on Economic Activity.
2. The Seller does not provide a warranty for sold goods. If a warranty has been provided by the guarantor, the Customer may exercise rights arising from the warranty on the terms and in accordance with the warranty statement. At the Customer's request, the Seller may act as an intermediary in the complaint process between the Customer and the guarantor, in particular by conducting correspondence and telephone contact with the guarantor and forwarding the claimed goods.
3. The Customer is obliged to verify the goods received immediately for any damage incurred during transport, in particular regarding damage to packaging or shortages of Products.
4. All quantitative shortages should be reported by the Customer to the Seller in writing, by email, or by phone, while any damages resulting from transport should be reported to the transport company carrying out the delivery of the goods, subject to delivery by the Seller—in such a case, the report should be made to the Seller.

§ 7. RETENTION OF TITLE

1. The object of the sale remains the property of the Seller until the Customer has paid all amounts due under the sales transaction.
2. Moreover, ownership is reserved in the event of other receivables owed to the Seller by the Customer under current transactions until such receivables are settled by the Customer. The Seller is obliged to waive the retention of title on this account if the Customer has irrevocably fulfilled obligations under the sales agreement and has provided appropriate security for the remaining receivables from current transactions as agreed with the Seller.
3. As long as the retention of title exists, the Customer may not, without the express written consent of the Seller, dispose of the object of the sale, encumber it in any way, or allow third parties to use it on any basis. Without the Seller's written consent, it is not permitted to establish pledges or transfer ownership of the object of the sale for security purposes. In the event of delay in payment of amounts due to the Seller despite the retained title of ownership of the Product and its use by the Customer or a third party, the Customer shall be obliged to pay compensation to the Seller for the use of the Product if the price has not been paid to the Seller within 30 days from the date of release of the Product. Compensation will be calculated based on the wear of the Product according to the loss of its value in relation to the sales price, and in the event of loss of the Product, the compensation shall amount to the sales price of the Product.
4. Unless otherwise provided in the Agreement or decided by the Seller, the Seller does not accept returns of purchased Products—in the case of their return, they shall be accepted for storage by the Seller for a fee of PLN 5.60 net per day per 1 m³ of warehouse space.

§ 8. SCOPE OF LIABILITY

1. The Seller shall be liable for damages only for the normal consequences of an act or omission from which the damage resulted. Compensation covers exclusively losses actually suffered by the injured party.
2. The Seller shall not be liable in cases where the Customer has improperly used or uses the Product; has improperly selected the Product for their needs; has improperly installed or mounted the Product; has improperly stored the Product.

§ 9. GOVERNING LAW AND DISPUTE RESOLUTION

1. In matters not regulated by these Terms of Sale, the provisions of Polish law shall apply.
2. The law applicable to the concluded agreements is Polish law. All disputes arising from the concluded Agreement shall be submitted to the common court having jurisdiction over the Seller's registered office.
3. In the case of an Agreement concluded with a consumer, provisions of generally applicable law more favorable to the consumer than the provisions of the Terms of Sale or the Agreement shall apply in place of the provisions of the Terms of Sale or the Agreement. In the case of provisions contrary to the provisions of generally applicable law for consumers, such provisions shall not apply. The remaining provisions shall remain in force, and the provisions of generally applicable law shall apply in place of the conflicting provisions.
4. In the event that any provision of the Terms of Sale or the concluded Agreement proves to be invalid, ineffective, or unenforceable in whole or in part, this shall not affect the validity, effectiveness, or enforceability of the remaining provisions of the Terms of Sale or the Agreement. The Parties undertake, by concluding a separate agreement, to replace such provision with another provision that as fully as possible reflects the purpose and intent of the original provision and complies with applicable law. If the Parties fail to agree on the content of such agreement within 3 weeks of the commencement of negotiations, the provisions of generally applicable law shall apply.

§ 10. PERSONAL DATA PROTECTION

In accordance with Article 13(1) of the General Data Protection Regulation (GDPR), we inform you that:

1. the administrator of Customers' personal data is Justmar Sp. z o.o. Sp. k. with its registered office in Błonie, ul. Modlińska 10, 05-870 Błonie, NIP: 8381846292, REGON: 146991608;
2. the administrator will process your personal data on the basis of Article 6(1)(b) of the GDPR, i.e. processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
3. personal data may be disclosed to other authorized entities under legal provisions, as well as to entities with whom the administrator has concluded an agreement for entrusting data processing in connection with the provision of services for the administrator (e.g. a law firm, software provider, external auditor, carrier);
4. the administrator does not intend to transfer your personal data to a third country or an international organization.

Additionally, pursuant to Article 13(2) of the GDPR, we inform you that:

5. you have the right to access the content of your data, to rectify it or limit its processing, as well as the right to object to processing, the right to data portability, and the right to lodge a complaint with the supervisory authority;
6. providing personal data is voluntary, but necessary to conclude a contract. Failure to provide personal data will result in the inability to perform the contract.

§ 11. FINAL PROVISIONS

1. The Seller reserves the right to amend these Terms of Sale. The Seller informs about any changes to the Terms of Sale and indicates them on its website www.justmar.eu before the changes come into force.
2. Without the Seller's consent, the Buyer is not entitled to transfer any rights and obligations under the Agreement to any third party.
3. The regulations come into force and apply as of 10.07.2025.