

SALES AND COMPLAINTS REGULATIONS

§ 1 [APPLICATION]

1. These Sales and Complaints Regulations [hereinafter referred to as 'Regulations'] apply to sales contracts concluded by;
 - a. SUDER & SUDER SP. Z O.O (limited liability company) with headquarters in Modlnica, Częstochowska street number 6, postal code 32-085 Modlnica, introduced into the Register of Entrepreneurs of the National Court by the District Court for Kraków – Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number 0000029557, Vat No. PL 676-170-55-62, Regon 351157103, Seed capital PLN 3,756,884,00
 - b. SUDER PLUS SP. Z O.O (limited liability company) with Headquarters in Kraków, Pułkownika Dąbka Street number 13, postal code 30-732 Kraków introduced into the Register of Entrepreneurs of the National Court by the District Court for Kraków – Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number 0000197557, Vat No. PL 923-13-90-224, Regon 970636043, Seed capital PLN 792.132,00

[Hereinafter collectively referred to as the 'Seller'] and buyers who purchase items as a part of their business [Hereinafter referred to as the 'Customer']

Provisions concerning Consumers, that is entities purchasing the Seller's goods for purposes not related to business activity, including entrepreneurs who, in accordance with applicable law, should be treated as Consumers are included in § 7A

2. These regulations are published on Sellers' website www.suder.eu, a common internet platform for Suder & Suder Sp. z o.o and Suder Plus Sp. z o.o and are also available for insight for Customers at any branch of sales. Purchase of goods by the Customer confirmed by the Seller issuing a VAT invoice or a fiscal receipt means the Customer's consent to the validity and content of these Regulations.

§ 2 [FORMS OF SALE]

1. Customers have the choice of making purchases directly in the sales departments of the Seller, or by placing telephone orders, by fax orders, e-mail orders. Customers are also able to place an order through the service provided on Allegro.pl open online platform or using the software provided by the Seller in order to make oneself acquainted to the current information about the goods directly (so called 'on-line catalog').
2. The Seller shall not be liable for incorrect or inapt interpretation of information and technical data published in catalogs, prospectuses, websites and other advertising materials received or obtained by the Customer. In particular, this information does not constitute an offer within the meaning of the Civil Code.

§ 3. [PRICE, TERMS OF PAYMENT AND SALES DOCUMENTATION]

1. The mainstay to determine the value of the sold goods is the current price list of the Seller. 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 litigants expressly agreed otherwise.
2. The customer settles up the price for the purchased goods at the time of purchase, unless the parties decide otherwise. In order to provide the deferred payment term by the Seller regarding the purchase of goods with a total value exceeding PLN 100, the Customer is obliged to submit an application on the form prepared by the Seller and receive the Seller's acceptance. The customer indicates in his application people who, apart from him, are entitled to collect the goods and invoices from the Seller. The application or contract concluded by the Customer with a representative of one of the companies, SUDER & SUDER sp. o.o. or SUDER plus sp. o.o., also has an effect on the other company.

3. The Buyer agrees to pay the entire sale price indicated on the VAT invoice, including VAT, to the bank account indicated on the invoice (NO split payment mechanism – whereas NOT required by law)
4. The Customer undertakes to immediately notify the Seller in writing or by fax or e-mail about the change of the address or registered office, change of name or legal form of business, change of the individuals authorized to collect the goods or invoices, significant change in property affecting the quality of collateral established for the Seller, the composition of the owners / partners / shareholders significantly affecting the client's solvency, the existence of premises for initiating bankruptcy or change of owners/partners/shareholders composition proceedings and their actual initiation. The Customer bears the consequences of not informing the Seller or delay to transfer of the said information.
5. The VAT invoice issued by the Seller is also an official request for payment. In the case of delayed payment, statutory interest will be charged.
6. The Customer's exceeding of the date of payment indicated on the VAT invoice or contract authorizes the Seller to suspend the sale of subsequent goods and make all purchased trade credits immediately required (deferred payment terms, payment prolongation) as well as to withhold the cash discounts and/or any other mutual benefits granted to the Customer by the Seller. Furthermore, the Seller is entitled to initiate a debt collection procedure in order to obtain the delayed liabilities, the costs of which will be order to pay by the Customer. Notwithstanding the foregoing, in the situation of delayed payment, the Customer will be charged with statutory interest for delay.
7. The payment is considered to be done in the moment of receipt of cash on the Seller's bank account or the moment of cash payment to the cash register confirmed by the Seller's cash document issued by the Seller.
8. The deductions of Seller's receivables to the Customer for the payment of the price with the Customer's countervailing claims addressed to the Seller is permitted only with the consent of the Seller, unless it results directly from a final court decision.
9. [From January 1, 2021, in connection with the introduction of changes to the VAT tax Act regarding the settlement of correcting invoices, the Seller applies the principle of settlement of corrective invoices "in minus" in the month of issue. The issued document is treated as a confirmation of meeting the agreed correction conditions.](#)

§ 4 [TERMS OF DELIVERY]

1. Terms and delivery time are individually agreed with the customer before the execution of the order, and the content of these arrangements is an indispensable element of the Customer's order.
2. Placing an order by the Customer is perceived by the parties as the end of the presentation of the goods by the Seller. The parties acknowledge that the Customer has already received sufficient information and explanations that he expected in order to make the correct choice of the goods.
3. The VAT invoice issued by the Seller is the proof of the contract concluded with the Customer with the content identical to the content of the VAT invoice. The seller allows the customer to accept the VAT invoice in writing. Any doubts as to the inconsistency between the arrangements and the content of the VAT invoice should be reported by the customer immediately after reception of the document.
4. Handing over the goods and passing of the risk to the customer take place when the goods are released from the warehouse of the Seller or passed to the carrier, unless it is clearly indicated in the arrangements with the customer that the seller will deliver the goods to the place indicated by the seller under his own means - in this case, the release of goods and the passage of risk takes place at the time of delivery to the customer at the place of delivery.
5. The carriage of goods from the warehouses of the Seller takes place at the expense of the Customer, unless the parties have agreed otherwise.
6. The Seller is not responsible for extending the delivery time of goods issued from his warehouse resulting from reasons beyond his control.

7. The Customer, when picking up the goods delivered by the carrier or own funds of the Seller is obliged to examine in a manner and at the time customary accepted whether the delivered goods are adequate and in the agreed quantity, and if there are any quantitative or qualitative defects it ought to be reported to the driver before his departure. In the case in which the customer has not examined or reported the defects in the aforementioned way, the seller is released from liability for any deficiency / defects of the goods / transport, unless the provisions of the mandatory law provide otherwise. The Seller is also relieved of liability for damage caused to goods in the scope provided by law, in particular in which the carrier is liable for damage.

§ 5 [RESERVATION OF OWNERSHIP]

1. The seller reserves the ownership of the sold and delivered goods, until the payment of all amounts due to him under the concluded contract is done. The transfer of ownership of the goods to the customer is being made under the condition of the payment of the full amount due (Article 589 of the Civil Code).
2. The customer is obliged to bear responsibility for its quantity and quality until full payment for the goods is collected. In the event of any damage, the customer will be liable and will be obliged to cover all the expenses.
3. Payment of all debts shall be understood as transferring to the Seller the cash covering, in particular, the sale price, transport, additional packaging for the time of transport, loading and unloading, interest for delay, in a manner that ensures the Seller the possibility of using these means freely.

§ 6 [RETURN OF GOODS]

1. The Parties allow the possibility of returning or exchanging goods without a reason from the Customer only with the consent of the Seller and only within 7 days from the date of sale, unless the item is damaged, shows signs of use and its packaging is intact.
2. The parties exclude the possibility of returning or exchanging without justification for goods in which electric or electronic circuits are built-in.
3. The parties exclude the possibility of returning goods whose defects the customer knew or goods sold as part of the sale. For the customer's knowledge, the Seller marks them in the content of the VAT invoice in such a way that the defective goods receive an additional graphic designation # while the product covered by the sale is marked with the term "sale".
4. Return of specific goods: Tires is handled according to the following rules:

The Parties allow the possibility of returning or exchanging goods without a reason from the Customer only with the consent of the Seller and only within 14 days from the date of sale, unless the item is damaged, shows signs of use and its packaging is intact.

The condition of returning the aforementioned goods is to return it at Customers' own expense to the address provided in the return form, and in the case of delivery of goods at the expense of the supplier, also reimbursement of costs incurred on the delivery of the goods in the amount of PLN 99 net.

§ 7 [COMPLAINTS]

1. Resolutions of this § exclusively regulate the rights of the customer resulting from any non-compliance of the goods with the contract of sale, including the rights from the guarantee and warranty.
2. The seller does not give his own guarantee for the goods sold, with a stipulation to point 3 of this paragraph. The goods sold may, however, be covered by the manufacturer's guarantee on the terms set out in the guarantee document. The Seller does not mediate between the Buyer and the producer in the consideration of guarantee claims, unless it is provided for in a

detailed agreement between the Seller and the producer. In the event of a conflict between the manufacturer's guarantee assurances and these Regulations, the provisions of the Regulations take precedence.

3. The Seller grants its own 12-month guarantee for the goods of its Recommended Brands, the list of which is available on the website of the Seller WWW.suder.eu. The deadline starts running from the day the product is sold. Warranty claims regarding the defectiveness of the goods the Buyer is obliged to notify the Seller immediately, no later than within 7 days from the date of their detection. Exceeding the deadline for reporting a defect results in the loss of rights under the guarantee. The Seller's warranty does not cover goods about which the defect was known to the customer or the goods sold as part of the sale. For the customer's knowledge, the Seller marks them in the content of the VAT invoice in such a way that the defective goods receive an additional graphic designation # while the product covered by the sale is marked with the term "sale".
4. The Client's rights resulting from the warranty last for a period of twelve months from the date of sale of the goods. Defects should be reported to the Seller's sales department immediately, no later than within 7 days from the date of their detection. Failure to immediately report a defect within the aforementioned period results in the loss of the warranty entitlement.
5. The warranty does not cover goods whose defects the customer knew or goods sold as part of the sale. Defective merchandise means in the content of the VAT invoice graphic designation # whereas the product sold as part of the sale is marked with the word "sale". The warranty does not cover the following products range: Tires. Guarantee conditions are adequate with the 2nd point of the following paragraph.
6. The goods complained about should be delivered by the Buyer to the Seller in a packaging that ensures its safe transport.
7. Complaints ought to be accompanied by the necessary documents enabling complaint handling by the Complaint Department of the Seller. In the case of receiving a complaint, the Seller may request to complete the data necessary to evaluate the complaint. In this case, until the required data is completed, all actions of the Seller related to the complaint may be suspended and any deadlines applicable to the Seller shall be suspended too and continue after the required data has been completed and delivered by the Customer.
8. The following information is considered to be crucial for the consideration of the complaint: customer's request; the number of the purchase document of the defective product; the date of the failure and its description; the date of assembly and disassembly of the goods; vehicle data in which the faulty goods were installed, and in particular the brand, model, year, VIN number, mileage at the time of assembly and mileage at the time when the defect occurred.
9. If the Customer indicates his e-mail address on the claim form, the Seller is allowed and may provide all information regarding the complaint only to this address.
10. As part of complaint issues, 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 be impossible), 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) is decided by the Seller with regard to the whole circumstances of the case.
11. The buyer can not withdraw from the contract if the defect is irrelevant.
12. The Seller will respond to the complaint within 20 working days of its submission. This deadline may be extended if the consideration of the complaint depends on the provision of information from any entity whose information is necessary to consider the complaint, in particular the manufacturer or other entity from which the Seller acquires the goods (importer, etc.). In this case, the Seller undertakes to consider the complaint immediately after receiving the relevant information.
13. In the case of Guarantee complaints for recommended brands The seller undertakes to respond to the complaint within 20 days from the date of submitting the complaint, and if the answer depends on the transfer of information from any entity whose information is necessary to consider the complaint, and in particular the manufacturer or another entity from whom The seller purchases the goods (importer, etc.) - promptly, as soon as it will be possible, but no later than within 90 days from the date of lodging the complaint.

14. In order to report the complaint, the Customer is obliged to send the disputed goods at its own cost and risk if the Seller requests such a need. Returning the goods in order to resolve the complaint, the customer agrees to the interference in the entrusted goods to the extent that will be necessary to diagnose the defect or its causes, including interference that destroys / dismantles the goods. The customer at the same time renounces all claims arising from interference in the claimed goods and in the event of destructive intervention agrees to receive the goods dismantled.
15. In the event of partial acceptance of the complaint and partial acceptance of the return of goods, the Seller is entitled to deduct from the amount refundable to the Customer the amount corresponding to the value of the goods retained by the Customer. If the case of acceptance of the warranty of good with remanufacturing fee and/or deposit fee, the settlement of the complaint takes into account the rules for the settlement of these fees.
16. In the case of a complaint about the goods: TIRES, when the complaint is recognized by the manufacturer of the goods, the customer will receive compensation in the form of a refund of the value of the purchased goods reduced by the depreciation and tear of the tire calculated according to Tread wear.
17. The customer undertakes to cover all the costs of the complaint which turned out to be unjustified.
18. In the event that, as a result of a negative recognition of the complaint, the Seller gives the customer the goods complained about, the Customer is obliged to collect the goods on the date specified by the Seller, not longer than 30 days. Exceeding this deadline will be considered for the Buyer's consent to the storage of the goods against payment at the expense and risk of the Buyer. The Seller shall notify by letter or with the consent of the Buyer by e-mail of the content of the storage agreement thus concluded, including the costs of storing the goods and the date of commencement of calculating the associated fees.
19. The condition for lodging a complaint is the acquisition of ownership of the goods, which will not take place earlier than after payment of the full price for the goods complained about. Submitting a complaint does not entitle the Buyer to withhold payment for the purchased goods.

§ 7A [CONSUMER PROVISIONS]

1. The provisions of this paragraph apply to Customers who purchase goods offered by the Seller for purposes not directly related to the business activity (Consumers), as well as to entrepreneurs who are natural persons who, after 31/12/2020, conclude a contract with the Seller directly related to his business activity, when the content of this contract shows that it does not have a professional character for him, resulting in particular from the subject performed by business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.
2. A. The one-person entrepreneur referred to in point 1 above is obliged to provide the Seller with proof that the contract concluded by him is not of a professional nature. This proof should be known to the Seller at the latest at the time of concluding the contract and provided in such a form that it is possible to give the contract appropriate content.
3. In relation to Consumers and single-person entrepreneurs treated in the same way, referred to in point 1, the remaining provisions of the Regulations are applicable as long as they do not conflict with the mandatory provisions of law. Notably;
 - § 7 sections 13 and 15 are not applicable
4. The goods whose defects the Consumer knew and were informed by the Seller due to the graphic designation # are not returned.
5. The Parties agree that the Seller's consultation of the complaint with the producer of the goods will not create excessive obstacles for the Consumer.
6. Withdrawal from the sale of goods is not allowed if the defects are irrelevant

§ 8 [THE RANGE OF RESPONSIBILITY]

1. Any claims of the Customer to the Seller are limited to the price of the item to which the Customer's request is related to.

2. The Seller's liability notably does not cover the effects of normal wear and tear, as well as the effects caused by improper storage, transport, poor assembly and operation that is inconsistent with generally accepted rules and regulations.
3. The Seller shall not be liable for lost profits or for other indirect damages, such as additional costs of assembly or exchange of goods, or for damage to a person or property caused by the goods delivered by the Seller, which occurred after the goods were released from the Seller's warehouse.
4. The Seller's liability under the guarantee and warranty applies only to defects that have been disclosed no later than one year from the date of sale of the goods unless the prevailing law regulations do not say otherwise or both sides haven't agreed otherwise. In case of Customer's failure to meet the deadlines for filing complaints specified in the Regulations, the Customer loses the rights owned by him under guarantee, warranty, non-compliance of the goods with the contract or any other legal provisions.
5. The provisions of this § regulate exclusively the range of the Seller's liability, excluding the broader scope of its liability, without prejudice to the mandatory provisions of law.

§ 9 [INFORMATION ABOUT GOODS IN THE ON-LINE CATALOGUE]

1. The On-line catalog is a software made available to the Customer for direct and free access to current information about the Seller's goods. The information published in the on-line catalog does not constitute an offer within the meaning of the Civil Code. The seller reserves the right to change the prices and status of goods on an ongoing basis and to carry out and cancel all types of promotional campaigns and sales.
2. The prices given in the on-line catalog are for informational purposes only, they are expressed in Polish zloty (PLN) and are gross prices (including VAT), unless the price description provides otherwise (net price, price in EUR, retail price, etc.).
3. The prices of products indicated in the on-line catalog do not include delivery costs. Delivery costs depend on how the product is delivered to the customer, the value and the size of the order.
4. Using the On-line catalogue enables the implementation of electronic invoice circulation for the Customer – based on a written agreement on the use of electronic VAT invoices.
5. In order to start using the on-line catalog, it is necessary to contact the sales office of the Seller, install the software on the Client's computer and accept the terms of cooperation with the Seller expressed in the regulations.
6. Using the on-line catalog requires an active license key provided by the Seller. The license key is assigned to the computer equipment on which it has been installed.
7. The Customer will be notified about the deactivation of the license key via a message when logging in to the on-line catalog. In order to obtain a new license key, it is necessary to contact the sales office of the Seller or the administrator of the on-line catalog.
8. In order to remove / uninstall the on-line catalog, the customer must remove the software from the resources of his computer.
9. In order to use the on-line catalogue there is a need of the following:
 - a computer with access to the Internet
 - Windows Vista with SP1 (Service pack), Windows 7 with SP1, Windows 8, Windows 8.1 or Windows 10
 - Online Catalog software installed
 - minimum screen resolution of 1280 x 768
10. Only one on-line catalog software can be started on each computer.
11. Each logging into the On-line Catalog takes place using the data provided to the Customer during the registration process (login, password).

12. The Seller is entitled to block the Client's account or the Client's license key if it considers its operation to be in violation of its interests, generally applicable laws or the provisions of these Regulations. The customer will be notified about the blockage by messages visible in the log in panel in the on-line catalog.
13. Any irregularities in the operation of the on-line catalog may be reported to the Seller via a sales office or by contacting the on-line catalog administrator.
14. The customer is not entitled to:
 - distributing, renting, diffusing or leasing an on-line catalog
 - providing access to the on-line catalog, including login data, license key and content contained there into third parties, unless the Customer makes his Account available to employees and other authorized persons who use the account on behalf of the client
 - providing the on-line catalog to third parties for copying
 - translate, decompile or disassemble the on-line catalog
 - decompile or modify in any way databases that are part of the on-line catalog or databases accessible via the on-line catalog; breach of contract in this respect releases the Seller from liability for the correctness of the data contained therein
 - separating any database elements (data contained in them, photos, tables, etc.), constituting an on-line catalog component or available via an on-line catalog
15. In order to use the on-line catalog, the Customer ought to:
 - make purchases at the Seller in the amount of at least 1000 PLN net quately
 - pay receivables for purchased goods and services on time
 - meet all technical requirements necessary for the proper functioning of the on-line catalog
16. The Customer is entitled and obliged to use the on-line catalog in accordance with its intended purpose, i.e. as part of its business operations and to cooperate with the Seller.
17. The customer is obliged to refrain from any activity that could affect the proper functioning of the on-line catalog, including in particular any interference in the contents of the software or its technical elements. It is forbidden to use the on-line catalog for purposes other than its intended one.
18. The Seller, in the widest extent permitted by law, is not liable for disruptions and interruptions in the online catalog functioning caused by force majeure, unlawful activities of third parties or incompatibility of the on-line catalog with the Customer's technical infrastructure.
19. The seller logs most of the user's activities in the on-line catalog (so-called clicks) and uses IP addresses collected during connections from the on-line catalog for technical, statistical and demographic information (eg about the region from which the connection takes place) , the best fit of software and information to the customer's needs and ensuring the highest quality of services.
20. Due to the specificity of the on-line catalog and technical requirements, the Seller uses data on the parameters of the computer on which the on-line catalog software has been installed in order to properly connect the computer with the on-line catalog license.

§ 10 [SALE OF THE GOOD WITH REGENERATION FEE]

1. As part of the sale of goods with the accompanying regeneration fee, it is possible to reduce the purchase price of all or part of the regeneration fee, after delivery of the core, i.e. used goods of the same type, in the same quantity and meeting the technical requirements specified by the manufacturer (available at the Seller's sales department)), no later than on the 90th day from the date of purchase of the goods with a regeneration fee

2. The customer may return the used core only in the sales department of the Seller, in which he made the original purchase of the goods with a regeneration fee.
3. The return of the regeneration fee for the adopted used core is possible after a positive verification of the used core by the Seller (if he is able to verify the goods himself) or by the producer (if verification by the sales department is not possible).
4. If the returned core fails to meet the manufacturer's technical requirements identified during the verification by the Seller, the core is returned to the Customer. In any other case, the Customer agrees that the Core is not refundable in case of negative verification results.
5. Returned used core is accepted for verification in accordance with the manufacturer's technical conditions after the customer has signed a statement on the acceptance of the rules for the operation of the sale of goods with a regeneration fee.
6. In the case of a positive verification of the core, a correcting invoice for the Customer is immediately issued.
7. If it is necessary to verify the core by the producer, the core is accepted by the sales department and sent for verification under the condition that whether the core will not meet the manufacturer's technical requirements for its regeneration, the goods are not returned to the customer and are recycled by the manufacturer.
8. After receiving the final and irrevocable decision of the producer, the sales department of the Seller contacts the Customer and in the event of a decision:
 - Positive; issue a correcting invoice
 - Negative; forward proof of issuing a negative response about the manufacturer's failure to meet the technical requirements of the manufacturer.
9. The customer does not bear any additional costs related to the delivery and verification of the core by the manufacturer.
10. In the case of a return of the purchased part with a regeneration fee, the value of the issued correcting invoice will depend on the transfer of the core:
 - when the core has already been transferred, then the value of the correcting invoice will be equal to the purchase price of the part with the regeneration fee reduced by the value of the regeneration fee - in this case, the core provided earlier by the Customer and the core accepted by the Company is not returned to the Customer
 - if the core has not been transferred then the value of the correcting invoice will be equal to the full purchase price.
11. Regeneration fee is not charged if the purchase of the product is a consequence of the acknowledged complaint, and with the original transaction the customer has provided the core that meets the manufacturer's technical requirements.
12. If, as a result of a recognized complaint, the customer receives a refund of the purchased goods and does not purchase a new one, and provided the core which has met the manufacturer's technical requirements by the original transaction, the amount reimbursed is equal to the purchase price of the regeneration fee minus the regeneration fee (the refund was made at the time of accepting the core meeting the Manufacturer's technical requirements), and the core transferred earlier and accepted by the Company is not returned to the Customer.

§ 11. [SALE OF GOODS WITH A DEPOSIT FEE]

1. The regulations of this § concern the sale of batteries and result from the Act of 24 April 2009 on batteries and accumulators (Journal of Laws of 2009 No. 79 item 666, as amended) - the consolidated text of the Act on Batteries 2016. item 1803.
2. Each sales branch of the Seller selling batteries to the buyer who is not an entrepreneur is obliged to accept the used battery irrespective of whether the battery was purchased in this sales department.
3. The deposit fee is charged only to the buyer who is not an entrepreneur (sales receipt) in the event of failure to return the used battery.
4. The bill of payments is also a document confirming the collection / refund of the deposit fee.

5. Each sales department is obliged, within a deadline of 30 calendar days from the date of collecting the deposit fee from the non-entrepreneur client, to accept the used batteries and return the deposit fee collected. The refund of the deposit fee collected is made by issuing a correction of the bill of exchange. After this deadline, refund of the deposit fee is not possible.
6. The sales department when selling the battery is obliged to accept the battery used preferably in the weight corresponding to the battery sold; it is permissible to return several batteries for one sold but in such a way that the weight of returned goods is not lower than the weight sold.
7. If the return of the collected deposit fee in the branch office is not possible (interruption in operation, liquidation), the return is made to the nearest collection point for used lead acid batteries indicated by the manufacturer or importer in the warranty card of the new battery. In this case, the refund of the deposit fee is made within 45 days from the date of purchase.
8. In the event the complaint of the goods sold together with the deposit fee is acknowledged, in principle the Seller issues another defective product to the Customer and, if the Customer wishes, the price paid, lowered by the value of the deposit fee, may be refunded.
9. Complaints and applications regarding the implementation of the above-mentioned obligations, the Customer has the right to place at the nearest branch of the State Trade Inspection.

§ 12. [SALES OF REFRIGERANT IN RETURNABLE PACKAGING]

1. The Seller conducts the sale of refrigerant 12K0020 and 12K0020I, which is sold in a returnable packaging, called a cylinder, for which the Seller charges a fixed fee confirming the sale by a VAT invoice.
2. Each contractor purchasing the refrigerant referred to above should sign a declaration received from Suder & Suder Sp. z o.o or Suder plus Sp. z o.o together with an invoice for the refrigerant, stating that it ensures compliance with all requirements governing the acquisition and use of purchased substances, which imposes the obligatory law including European law
3. The aforementioned statements shall be archived by the Seller
4. It is possible to reduce the price of the refrigerant by the fixed fee for the returnable packaging (cylinder), under the condition that the Buyer delivers a replacement empty cylinder of the same type, in the same quantity and meeting the technical conditions specified by the manufacturer (available at the Seller's sales department), no later than within 90 days from the date of purchase.
5. The Customer may return the empty bottle only in the sales department of the Seller in which he made the original purchase of the goods.
6. The reduction of the refrigerant price by the value of the fixed fee will be made after the positive verification of the cylinder by the Seller. In the event of positive verification of the bottle, the Seller shall promptly issue a correcting invoice to the Customer.
7. In the case in which the Seller due to the verification states that the returned cylinder does not meet the manufacturers' requirements the cylinder is not returned to the Customer and is utilized by the seller or manufacturer.

§ 13. [DISPUTE RESOLUTION AND COMPETENT LAW]

1. Any disputes that may arise from the cooperation of the Customer and the Seller, the parties will try to resolve amicably and if it proves impossible, they will submit a dispute to the resolution of the common court competent for the seat of the Seller in accordance with applicable Polish law.

§ 14. [PROTECTION OF PERSONAL DATA]

1. The Seller processes personal data in accordance with the generally applicable provisions of Polish and European law, in particular in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 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 the repeal of Directive 95/46 / EC (public Journal of Laws UE L 2016.119.1), hereinafter referred to as "RODO". On the same basis, it ensures the privacy of people using its services. In accordance with the concluded agreement, SUDER & SUDER sp. O.o. and SUDER Plus sp. o.o. are co-administrators of processed personal data. In matters concerning personal data, email address rodo@suder.eu is available

2. The personal data necessary for the commercial cooperation of the Seller and the Customer are processed, including in particular: the name and surname of the Customer, names and surnames, and the series and number of the ID card of the Customer's representatives. The Customer declares that he provides the Seller with personal data with the consent of the persons to whom they relate and that he provides them with the Seller's information regarding their processing and the rights they are entitled to.
3. Personal data is processed for the following purposes:
 1. implementation of the contract for the sale of goods with a deferred payment date, pursuant to art. 6 par. 1 lit. a), c) and f) RODO,
 2. the implementation of rights resulting from the representation, including the power of attorney, pursuant to art. 6 par. 1 lit. a) b) and c) RODO,
 3. consideration of complaints, applications and appeals, pursuant to art. 6 par. 1 lit. a) c) and f) RODO,
 4. establishing and pursuing claims by the Administrator in connection with the conducted activity, including restructuring, debt collection, debt enforcement collection proceedings, taking actions to find buyers for property securing the contract and sale of receivables under this contract or defending against claims against the Administrator, before law enforcement agencies, adjudicating bodies, including common courts, administrative courts, the Supreme Court, in administrative proceedings, including tax proceedings, pursuant to art. 6 par. 1 lit. a) if) RODO,
 5. marketing, including promotion of products offered by the Administrator or entities cooperating with him, pursuant to art. 6 par. 1 lit. a) and f) RODO,
 6. documenting tax settlements, pursuant to art. 6 par. 1 lit. c) RODO.
 7. monitoring in order to ensure safety, based on art. 6 par. 1 lit. f)
4. The seller will be able to share data with:
 1. entities and authorities to which the Seller is obliged or authorized to disclose personal data on the basis of generally applicable laws, in particular tax authorities, courts or judicial authorities, e.g. bailiffs, law enforcement authorities or bodies appointed to protect public safety,
 2. entities cooperating with the Seller to enable it to carry out its activities or supporting these activities, in cooperation with these entities, refers in particular to banks that examine the creditworthiness of the Seller, financial institutions using collateral in the form of a transfer of receivables or their transfer as collateral, legal, tax or economic advisors,
 3. entities that process data on behalf of the Administrator, such as IT service providers, delivery of goods - where such entities process data as subcontractors, under a contract with the Administrator and only in accordance with the Administrator's instructions.
5. Personal data will be kept for the period of:
 1. considering the application for the sale of goods with a deferred payment date and the validity of the contract concluded on its basis, and after its expiry, for the duration of the Seller's ongoing legal obligation resulting from generally applicable provisions of law,
 2. the validity of the power of attorney granted, and after its expiration, in connection with the legal obligation of the Seller resulting from generally applicable provisions of law,

3. indispensable for pursuing claims in connection with the conducted activity or defending against claims directed against the Seller on the basis of generally applicable provisions of law, including periods of prescription of claims specified in generally applicable laws,
4. through which the Seller's tax liability lasts, related to the act in relation to which personal data are processed.
6. The Customer and entities whose data has been provided by him to the Seller has the following rights:
 1. the right to withdraw consent if it processes personal data on the basis of granted consent, at any time and in any way, without affecting the legality of the processing which has been carried out on the basis of consent prior to its withdrawal,
 2. the right to access personal data,
 3. the right to rectify personal data,
 4. the right to delete personal data (right to be forgotten),
 5. the right to limit the processing of personal data,
 6. the right to transfer data to another administrator,
 7. the right to object to data processing, including profiling, and for direct marketing, including profiling,
 8. the right to lodge a complaint to the President of the Office for Personal Data Protection, when the processing of personal data will violate the provisions of the GDPR (General Data Protection Regulations)
7. The transfer of personal data to the Seller is a contractual obligation and is necessary for the above-mentioned purposes of processing in order to be able to:
 1. Bringing off and execution of the contract concluded with the Seller, and the consequence of not providing the data will be the inability to bring off and execute the contract,
 2. consideration of the complaint and the consequence of not providing the data will be the inability to consider the complaint,
 3. receiving offers or marketing of the Seller's goods, including on behalf of and for the benefit of entities cooperating with him, and the consequence of not providing personal data will be the inability to receive offers or use marketing facilities..

§ 15. [FINAL PROVISIONS]

1. 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.
2. The Seller is entitled to unilaterally change the Regulations about what he informs and indicates them on his website www.suder.eu And in the sales departments.
3. Conclusion of a contract with the Seller means that the Customer has read the Regulations before concluding the contract and accepts its regulations.
4. The Seller declares that he does not accept other contractual patterns of his contractors (eg general conditions of contracts), apart from those which he expressly acknowledges.
5. The Regulations were adopted by the resolution of the Board of Directors of February 27, 2015 and apply to sales and orders accepted by the Seller starting from March 1, 2015.