

Terms and Conditions of the Online Shop – www.blirt.eu – b2b

I. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of services electronically and selling via the Online Shop **www.blirt.eu**. The Shop is operated by is Blirt S.A., with its seat in Gdańsk, 3/1.38 Trzy Lipy Street, 01-252 Gdańsk, entered into the Register of Entrepreneurs maintained by the District Court Północ - Gdańsk in Gdańsk, VII Commercial Division of the National Court Register, under the No. 0000365053, Taxpayer Identification Number (NIP): 5833009329, National Official Register of Business Entities (REGON) number: 220527895, with the share capital of PLN 1 719 650,10, paid up capital - PLN 1 719 650,10 hereinafter referred to as the Seller.
2. The Seller may be contacted by:
 - a. email: orders@blirt.eu,
 - b. phone: +48 58 739 61 50.
3. These Terms and Conditions are always available at the website www.blirt.eu, which allows to download, display and record their contents by printing or saving them to a data carrier at any time.
4. The Seller informs that taking advantage of services provided electronically may be associated with a risk to any user of the Internet of introducing a malware on a computer system or obtaining and modifying Customers' data by unauthorized persons. Therefore the Customer should apply appropriate technical measures to minimize the above-mentioned risks, in particular by the use of antivirus and firewall.

II. Definitions

The terms used in these Terms and Conditions shall have the following meaning:

1. **Business Days** – these shall be the days from Monday to Friday, excluding public holidays;
2. **Customer** – entrepreneur within the meaning of the provisions of Article 43[1] of Civil Code;
3. **Civil Code** – the Act of 23 April 1964 (Journal of Laws No. 16, Item 93, as amended);
4. **Account** – a section of the Online Shop ascribed to the Customer that he can use to perform specific actions in the Online Shop;
5. **Terms and Conditions** – this document;
6. **Online Shop** – website through which customer may place Orders;
7. **Carrier** – the legal person delivering the Goods ordered by Customer;
8. **Goods** – the products presented in the Online Shop, with its description available with each of the presented products;
9. **Sales Agreement** – a sales agreement of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer;
10. **Services** – the services rendered electronically by the Seller for the benefit of Customers within the meaning of the provisions of the Act on Rendering Electronic Services dated 18 July 2002 (Journal of Laws No. 144, Item 1204, as amended);
11. **Act on Rendering Electronic Services** – the Act on Rendering Electronic Services dated 18 July 2002 (Journal of Laws No. 144, Item 1204, as amended);
12. **Order** – declaration of the Customer's will leading directly to the conclusion of a Sales Agreement, specifying in particular the kind and amount of Goods.

III. Terms of Use for the Online Shop

1. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements:
 - a. a computer or a mobile device with access to the Internet,
 - b. access to electronic mail,
 - c. a browser Internet Explorer - version 11 or newer, Firefox - version 28.0 or newer, Chrome - version 32 or newer, Opera - version 52.0 or newer, Safari - version 5.0 or newer,
 - d. Cookies and Javascript turned on in the web browser.

2. Using the Online Shop shall mean every activity of the Customer which familiarizes him with the Shop content.
3. The Customer shall be obliged in particular:
 - a. not to provide and not to transfer any content forbidden by provisions of law, e.g. the content which is defamatory, promotes violence or infringes personal rights and other rights of third parties,
 - b. to use the Online Shop in the manner not interfering with its functioning, in particular by using specific software or devices,
 - c. not to perform any actions such as: sending unsolicited commercial information (spam) or placing it within the Online Shop,
 - d. to use the Online Shop so as not to disturb other Customers and the Seller,
 - e. to use all the content within the Online Shop solely for one's own personal purposes,
 - f. to use the Online Shop in accordance with the provisions of law applicable at the area of the Republic of Poland, with the Terms and Conditions, and also with the general rules governing the use of the Internet.

IV. Services

1. The Services are made available by the Seller in the Online Shop free of charge and are rendered by the Seller 24 hours a day, 7 days a week.
2. The Service which involves maintenance of an Account in the Online Shop shall be available upon registration. To register it is required to fill out and accept the registration form available on one of the Online Shop websites. The agreement for the provision of service which involves maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove the account or uses the button "Delete Account" (Polish: "Usuń Konto").
3. The Seller shall have the right to organize occasional competitions and promotions, the terms of which shall always be presented on the Shop websites. The Online Shop promotions may not be combined unless the Terms and Conditions for the given promotion provide otherwise.
4. If the Customer breaches these Terms and Conditions, the Seller - after a prior ineffective cease and desist letter setting an appropriate deadline - may terminate the agreement for the provision of Services upon a 14 days' notice.

V. The Conclusion Procedure for the Sales Agreement

1. Information about the Goods as provided on the Shop websites, in particular their descriptions, technical and functional parameters as well as prices constitute an invitation to conclusion of an Agreement within the meaning of Article 71 of the Civil Code.
2. All the Goods available in the Online Shop are free of physical and legal defects and have been legally introduced to the Polish market.
3. Activities aimed at concluding the Sales Agreement, in particular placing an Order, may be performed only by persons duly authorised to act on behalf of the Customer. The person placing the Order shall be deemed to be the person authorised by the Customer to do so.
4. To place an Order, an active electronic mail account is required.
5. If the Order is placed via the Order form available on the Online Shop website, the Customer places the Order with the Seller electronically, which constitutes an offer to conclude an Agreement for the Sales of the Goods being the subject of the Order. The offer made electronically shall be binding for the Customer if the Seller sends - to the electronic mail address provided by the Customer - a confirmation of acceptance of the Order for processing, in the form of the Seller's declaration of acceptance of the Customer's offer; upon its receipt by the Customer the Sales Agreement shall be concluded.
6. The Order may be placed in the Online Shop via electronic mail on Business Days and in the hours 8:00 – 16:00. In order to do that, the Customer should:
 - a. provide - in the electronic mail addressed to the Seller - the name and amount of the Goods presented on the Shop website,
 - b. select the form of delivery and method of payment from the forms of delivery and methods of payment specified on the Shop website,

- c. provide the information required for processing of the Order, in particular: customer's business name, place of delivery and email address.
7. The information about the total value of the Order is always provided by the Seller via electronic mail together with the information that the Customer's conclusion of the Sales Agreement imposes an obligation to pay for the ordered Goods, and at this moment the Sales Agreement is concluded.
8. The sales Agreement shall be concluded in English and its provisions shall correspond to the Terms and Conditions.
9. The Seller reserves the right to refuse the execution of the Order, in particular if the Order does not contain all relevant data, if the Customer is in delay with any payment or for other reasons indicated by the Seller.
10. The Seller shall inform the Customer of any refusal to execution of the Order, for whatever reason, by telephone or e-mail.
11. The Seller may at any time withdraw from the Sales Agreement in whole or in part. If the Order is executed in parts, the withdrawal shall have effect only in relation to the part of the Order which has not been executed, in particular, which has not been issued to the Carrier, unless the Seller's statement of withdrawal indicates otherwise.
12. The Seller shall send the notice of withdrawal to the e-mail address indicated by the Customer in the Order.

VI. Delivery

1. Delivery of the Goods shall be payable on the terms and in the amount specified in the Order.
2. The Goods shall be delivered to the address indicated by the Customer during the placement of the Order.
3. The Goods shall be supplied by the Carrier.
4. The pick-up organized by the Customer shall be possible only in case of each approval of the Seller.
5. Upon release of the Goods indicated in the Order placed by the Customer to the Carrier or directly to the Customer (in the case of personal pick-up), the benefits and burdens connected with the Goods as well as the risk of accidental loss or damage to the item shall pass to the Customer.
6. Delivery shall be made on Business Days during Carrier's working hours. The Seller may individually agree with the Customer on delivery on days other than Business Days.
7. Delivery of the Goods will be performed on the date specified by the Seller.
8. Upon receiving the Goods, the Customer shall be obliged to check their condition. If any damage is found or if there are any other reservations when the Entrepreneur receives the Goods, a protocol specifying the reservations should be made in the presence of the Carrier, precisely stating the amount and kind of Goods as well as their damage, in accordance with the procedure applied by the given Carrier.
9. The Seller shall not be liable for the Carrier's actions.
10. The Seller shall not be liable for any damage arising out of incorrect information provided by the Customer when placing the Order, resulting from errors in the contact information or the address for delivery.
11. It is assumed that the person who receives the Goods on behalf of the Customer is the person authorized by him to receive the delivery and to sign the delivery note on his behalf, and also to perform other actions connected with it.
12. The Seller shall have the right to terminate the Agreement with the Customer with immediate effect, if the Customer once fails to receive the Ordered Goods, if they are delivered by a Carrier, or if they are not collected within 7 days from receipt of the notice indicating that the Goods are ready to receive at the personal pickup point of the Seller. Moreover, the Customer shall be obliged to pay the costs incurred by the Seller for the failure to collect the Goods, as described in this Subparagraph.
13. The Customer shall pay all costs incurred by the Seller for failure to collect the ordered Goods by the Customer.
14. The Seller shall not be liable for any damage caused to the Customer as a result of waiting for loading by means of transport organized by Customer, being a result of failure to comply with the date of receipt of the Goods specified in the Order or specified by the Seller.

VII. Prices and methods of payment

1. The prices for the Goods are provided in EUR.
2. The Customer may choose the following payment methods:
 - a. bank transfer to the Seller's bank account (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the Customer, and the Goods shall be dispatched immediately after the funds are credited on the Seller's bank account and after the Order is completed);
 - b. electronic payment (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the Customer and after the Seller receives information from the system of the payment processing agent that the Customer has made the payment, and the Goods shall be dispatched immediately after the Order is completed).
3. The Customer shall not withhold or deduct any amounts claimed from the Seller under any other obligation that binds him to the Seller or from the Seller's remuneration due to the Customer, unless the Parties have agreed otherwise under separate arrangements.
4. The Seller shall have the right to withhold the completion of Orders or delivery of Goods or may withdraw from the Agreement in whole or in part in case of delay in payment by the Customer to the Seller. The Customer shall not be entitled to any present or future claims for damages or lost profits that may result from the suspension of deliveries.

VIII. Warranty for defects

1. Warranty for defects in accordance with the provisions laid down in Article 556 – 576 of the Civil Code is excluded.
2. The Seller shall not be liable, in particular, in case of storing, transporting or using the Goods contrary to the information contained in the description and labels of the Goods
3. The Seller's liability for lost profits towards the Customer shall be excluded.
4. Any liability of the Seller arising on the basis of the Sale Agreement or provision of services to the Customer shall be limited to half of the amount of the last Order placed by the Customer.
5. The Customer shall not be entitled to raise any claims against the Seller on the basis of claims of third parties connected to the use of the Goods.

IX. Complaints for electronic services

1. The Customer may complain to the Seller about functioning of the Shop and using the Services. Complaints may be submitted in writing to the following address: Blirt S.A., 3/1.38 Trzy Lipy Street, 80-172 Gdańsk, to the electronic mail address: reklamacje@blirt.eu, phone number: +48 58 739 61 50 or via the contact form.
2. In the complaint, the Customer should indicate his business name, address for correspondence, the kind and description of the present problem.
3. The Seller undertakes to process each complaint within 30 days, and if this is not possible - to inform the Customer within that time when the complaint will be processed. If there are any deficiencies in the complaint, the Seller shall request the Customer to supplement it as necessary, within 7 days from the date when the Customer received the request.

X. Guarantees

1. The Goods may possess the guarantee of the manufacturer.
2. For the Goods covered by a guarantee, the information regarding the existence and contents of the guarantee, and also the time for which it has been concluded is always presented in the description of the Goods on the Shop websites.

XI. Intellectual Property

1. The Customer undertakes not to use the Seller's trademarks or symbols without the prior consent of the Seller.

2. Any drawings, specifications, technical cards, advertising materials or other materials available to the Customer or to the public shall be the sole property of the Seller. The Customer shall not make any modifications to these materials without prior consent of the Seller.
3. The Customer, independently or pursuant to appropriate authorization, grants to the Seller, free of charge, non-exclusive, unlimited in time and territory license to use the Customer's logotype for Seller's own purposes in the following fields of use: recording, multiplying by any means, storing the work in computer memory and on the computer network, displaying or playing in public on the Internet, and in particular on the Seller's website.
4. The Customer agrees to include the above data in the list of the Seller's customers, available on the Seller's website.

XII. Protection of personal information

The Seller collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy, which constitutes Appendix to the Terms and Conditions.

XIII. Final Provisions

1. The Customer is obliged to immediately notify to the Seller of any changes in the addresses for delivery, authorisations and powers of attorney, under sanction of recognizing correspondence as valid and execution of Orders placed by previously authorized persons and recognizing as effective delivery to the last indicated address.
2. The matters not provided in these Terms and Conditions shall be governed by the provisions of the Civil Code and other applicable provisions of Polish law.
3. If any provision of these Terms and Conditions is found by law to be invalid, illegal or unenforceable in any respect, it shall not affect the validity of the remaining provisions of these Terms and Conditions.
4. All disputes arising from Orders or Agreements concluded between the Seller and the Customer, in particular those related to the determination of the existence of a legal relationship between the Seller and the Customer, its execution, termination, annulment and claims for compensation for non-performance or improper performance of the order or agreement, shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Poland and Polish law.
5. The court exclusively competent to resolve any disputes arising from contracts or orders concluded between the Seller and the Customer shall be the court competent for the seat of the Seller.