

Terms and Conditions of the Online Store (B2B)

§ 1

Preliminary Provisions

VanKing online store, available at <http://online.vanking.pl>, is operated by VanKing Celkar Group Sp. z o.o. with its headquarters: 32-005 Niepołomice, ul. Podłęska 25, entered in the National Court Register under number 0000040981, whose records are kept in the District Court for Krakow-Śródmieście in Krakow, 12th Economic Department of the National Court Register, NIP 679 -26-91-789, Share Capital: PLN 1,050,000.00.

§ 2

Definitions

1. **Seller - VanKing Celkar Group Sp. z o.o.** with headquarters in Niepołomice, ul. Podłęska 25, 32-005 Niepołomice registered in the National Court Register under the number 0000040981, whose records are kept in the District Court for Krakow- Śródmieście in Krakow, 12th Economic Department of the National Court Register, NIP 679 -26-91-789, Share capital: PLN 1,050,000.00.
2. **Industry Customer** - a natural person, a legal person, or an organizational unit without legal personality, to which a separate law grants legal capacity, entering into the Goods Sales Contract with the Seller through the Store, which Contract is directly related to its business or professional activity.
3. **Non-industry Customer** - a natural person entering into the Goods Sales Contract with the Seller through the Store directly related to his business, when the content of this Contract indicates that it does not have a professional character for this person, resulting in particular from the subject of his business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity.
4. **Customer** - by Customer is meant both the Industry Customer and the Non-industry Customer.
5. **Store** - an online store operated by the Seller at <http://online.vanking.pl>
6. **Terms and Conditions** - these rules and regulations of the Store.
7. **Order** - the Customer's declaration of intent made via the Order Form and aimed directly at concluding a Contract for Sale of Goods with the Seller.
8. **Account** - Customer's account in the Store, where the data provided by the Customer and information about the Orders placed by him/her in the Store are collected.
9. **Order Form** - an interactive form available in the Store that allows you to place an Order, in particular by adding Goods to the Cart and specifying the terms of the Sales Contract, including the method of delivery and payment.
10. **Cart** - an element of the Store's software, where the Goods selected by the Customer for purchase are visible, and it is possible to determine and modify the Order data, in particular the quantity of Goods.
11. **Goods** - movable items available in the Store, which are the subject of a Sales Contract between the Customer and the Seller.
12. **Sales Contract, Contract** - a contract for the sale of the Goods concluded between the Customer and the Seller through the Store.

§ 3

Seller's Contact Details

1. Seller's address: ul. Podłęska 25, 32-005 Niepołomice
2. Seller's e-mail address: info@vanking.pl

3. Seller's phone number: +48 12 312 90 10
4. The Customer may communicate with the Seller using the addresses and telephone numbers specified in this paragraph.

§ 4

Technical Requirements

In order to use the Store, including browsing the Store's assortment and placing orders for Goods, the following are necessary:

1. an end device with access to the Internet and a web browser
2. an active electronic mail (e-mail) account,
3. cookies enabled,

§ 5

General Information

1. The Seller shall not be liable for disruptions in the operation of the Store caused by force majeure, unauthorized activity of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Browsing the Store's commercial offer requires creating an account.
3. Placing orders by the Customer for Goods in the Shop's commercial offer is possible after creating an Account in accordance with the provisions of § 6 of the Terms and Conditions.
4. The prices given in the Store are given in Polish zloty and are net prices (they do not include VAT).
5. The price quoted next to each item at the time the Customer places an order is binding under the concluded Sales Contract.
6. The price list is visible to registered and logged-in customers.
7. The seller reserves the right to change prices of goods on offer, to introduce new goods to the offer of the Store, to carry out and cancel promotional actions on the pages of the Store or to introduce changes in them. Price changes do not apply to orders placed before the Store made the change in question.
8. The final amount to be paid by the Customer consists of the price for the Goods, VAT at the rate in effect on the date of conclusion of the Contract, and the cost of delivery (including transportation, delivery and postal charges), of which the Customer is informed on the pages of the Store during the placement of the Order, including at the moment of expressing the will to be bound by the Sales Contract.

§ 6

Store Account Creation

1. To create an Account in the Store, contact the sales department of the Store.
2. Creating an Account in the Store is free of charge.
3. Logging into the Account is done by entering a username and password.
4. The Customer has the opportunity to delete the Account at any time, without giving any reason and without incurring any fees for doing so, by sending an appropriate request to the Seller, in particular by e-mail or in writing to the addresses specified in § 3.

§ 7

Delivery and Payment Methods Offered

1. The Customer can use the following methods of delivery or collection of the order:
 - a. courier delivery, cash on delivery,
 - b. personal collection is available at the Seller's address, and at the locations indicated on the Store's website
2. The Customer can use the following payment methods:
 - a. payment on delivery,
 - b. cash on delivery payment,
 - c. payment by bank transfer to the seller's account,
 - d. electronic payments by e-transfer,
 - e. payment by credit card.
3. Settlement of payment card and e-transfer transactions is carried out through Dotpay.pl 
4. Due to the instant processing of payments mentioned in item 2 letters d and e, a commission charged by the Settlement Agent may be added to the purchase price for an Order placed by the Industry Customer. The commission information will be visible before the payment is processed.
5. Detailed information on delivery methods and acceptable payment methods is available on the Store's website for logged-in customers.

§ 8

Performance of the Sales Contract

1. The conclusion of a Sales Contract between the Customer and the Seller is made after the Customer has placed an Order.
2. The payment term is individually agreed with the Customer
3. If the Customer has chosen a method of delivery other than personal collection, the Goods will be shipped by the Seller within the time indicated in its description in the manner selected by the Customer when placing the Order.
4. In case of personal collection of the Goods, the Goods will be ready for collection by the Customer on the date indicated in the Goods description.
5. In case of ordering Goods with different readiness dates, the Customer has the option to pick up the Goods after the entire order is completed.
6. Delivery of the Goods to the Customer is against payment, unless the Sales Contract provides otherwise.
7. Personal collection of the Goods by the Customer is free of charge.

§ 9

Complaint and Warranty

1. The Sales Contract is covered by new Goods.
2. The Seller is obliged to provide the customer with an item free from physical and legal defects.
3. The parties exclude the Seller's liability under warranty to industry Customers.
4. If a warranty has been provided for the Goods, information about it, as well as its content, will be included next to the description of the Goods in the Store. The Seller will also include

- a warranty card with the sold Goods.
5. The Customer shall submit a claim under the warranty to the Seller within the time limit specified in the warranty provisions for the Goods in question, contained in the contents of the warranty card.
 6. The Seller shall process a warranty claim within 30 days from the date of receipt of a complete claim.
 7. In the event that the Customer, when complaining about the goods, requested their replacement with defect-free goods, and the goods ordered by the Customer are no longer in the Seller's warehouse, the Customer will receive a refund of the sales price paid (in the case of a complaint concerning the entire order) or the corresponding part of it (in the situation of a complaint concerning a part of the order), as well as a refund of the cost of delivering the advertised goods to the Seller.
 8. Detailed rules for filing complaints are available on the Store's website for logged-in customers, as well as at the customer's request after contacting the store's staff.
 9. The rules for filing and processing warranty claims, for purchases made by the Non-industry Customer, are defined by the relevant provisions of the Civil Code Act.

§ 9a Withdrawal From the Contract

1. The Industry Customer may withdraw from the Sales Contract within 14 days from the date of receipt of the purchased Goods, without giving reasons and without incurring costs other than the direct costs of returning the Goods to the Seller's premises.
2. The Industry Customer may withdraw from the Sales Contract within more than 14 days from the date of receipt of the Goods, only if the sales contract between him and the Seller stipulates a longer withdrawal period than in paragraph 1 above.
3. In order to withdraw from the Sales Contract, the Industry Customer submits a statement, through the online platform [at: http://online.vanking.pl](http://online.vanking.pl).
4. The Industry Customer shall return the Goods covered by the return to the Seller on the date of submission of the statement of withdrawal from the Contract, but no later than 14 days from the date of submission of the statement of withdrawal from the Contract, or else lose the right to return the Goods.
5. The Goods should be returned in the original packaging along with a set of documents received by the Buyer with the returned Goods.
6. Returned Goods should be in an undamaged condition, i.e:
 - must not bear traces of use;
 - must not be damaged;
 - must not be incomplete or contaminated;
 - the packaging of the goods must not be damaged;The returned Goods should be packed in a way that prevents it from being damaged during transport to the Seller's premises.
7. Any return shipment of goods by the Industry Customer at the Seller's expense or with reimbursement by the Seller, may be made only after prior agreement with the Seller on such shipping option, under pain of refusal by the Seller to accept the returned goods or reimbursement of shipping costs incurred by the Industry Customer.
8. The Goods returned by the Industry Customer to the seller are subject to verification of its completeness and compliance with the statement completed by the Seller. Acceptance of the return of goods takes place after the Seller verifies the goods, and confirmation of the acceptance of the return by the Seller, is sent to the Industry Customer by an appropriate e-mail, with information about the acceptance of the return. Sending the Goods to the Seller, without the Seller's acceptance of the return of these Goods, does not constitute a basis for the Industry Customer to demand that the Seller issue a corrective invoice in his favour.

9. Along with the message about the acceptance of the return of goods, referred to in paragraph 8 above, the Seller sends the Industry Customer a correction invoice. Service of the correction invoice to the Industry Customer shall be made through the online platform referred to in paragraph 3.
10. Return of the Goods made in violation of the above, will result in disregarding the return and returning the Goods to the sender within 3 business days, calculated from the date of its receipt by the seller.
11. The price paid by the Buyer, corresponding to the value of the returned Goods, shall be refunded, by transfer to the Industry Customer's bank account, within 14 days, from the date of the message informing about the acceptance of the return of the goods.
12. The following goods are excluded from the return procedure:
 - a. electrical and electronic parts,
 - b. goods purchased by the Seller upon the Customer's request,
 - c. all operating fluids.

§9b

Non-industry Customer's Additional Rights in Connection with Withdrawal from the Contract

1. Non-industry Customer has the right to withdraw from the Sales Contract within 14 days from the date of receipt of the purchased Goods, without stating reasons and without incurring any costs other than the direct costs of returning the Goods to the Seller's premises, by making a statement to that effect in a durable medium (e.g. in writing).
2. Non-industry Customer may exercise the right to withdraw from the Contract indicated above by sending the Seller a statement of withdrawal from the Contract using the form filled out through the online platform at: <http://online.vanking.pl>.
3. A model statement of withdrawal from the Contract can be downloaded after logging into the Store.
4. In the event of withdrawal from the Contract, it shall be considered not concluded, and the mutual benefits of the parties shall be refunded, but the Seller may withhold reimbursement until the object of the Sales Contract is received. Non-industry Customer is charged only with the direct costs of returning the item, unless the Seller on the basis of individual arrangements agrees to bear these costs.
5. Non-industry Customer shall return the Goods covered by the return to the Seller no later than 14 days from the date of the declaration of withdrawal from the Contract. To meet the deadline it is sufficient to send the Goods back before the deadline.
6. The Goods should be returned in the original packaging along with a set of documents received by the Buyer with the returned Goods.
7. Returned Goods should be in an undamaged condition, i.e:
 - must not bear traces of use;
 - must not be damaged;
 - must not be incomplete or contaminated;
 - the packaging of the goods must not be damaged;The returned Goods should be packed in a way that prevents it from being damaged during transport to the Seller's premises.
8. Non-industry Customer shall be liable only for the diminution in value of the Goods resulting from the use of the Goods other than what was necessary to ascertain the nature, characteristics and functioning of the Goods.
9. The Goods returned by the Non-industry Customer to the Seller is subject to verification of its completeness and compliance with the statement completed by the Seller. Acceptance of the return of goods takes place after the Seller verifies the goods, and confirmation of the acceptance of the return by the Seller, is sent to the Non-industry Customer by an appropriate e-mail, with information about the acceptance of the return. Acceptance on the part of the Seller of the return of the Goods, is the basis for the Non-

- industry Customer to request a corrective invoice in his favour
10. Along with the message about the acceptance of the return of goods, referred to in paragraph 8 above, the Seller sends the Industry Customer a correction invoice. Service of the corrective invoice to the Non-industry Customer shall be made through the online platform at: <http://online.vanking.pl>., through which the Non-professional Customer placed the Order.
 11. The price paid by the Buyer, corresponding to the value of the returned Goods, including the costs of delivery of the item, shall be refunded, within no more than 14 days from the date of receipt by the Seller of the statement of withdrawal from the Contract, using the same method of payment used by the Non-industry Customer, unless he agrees to another method of return that does not involve any costs for him.
 12. If the Non-industry Customer has chosen a method of delivery other than the cheapest ordinary means of delivery offered by the Seller, the Seller shall not be obliged to reimburse the Non-industry Customer for any additional costs incurred by him.

§ 10

Personal Data in the Online Store

In connection with the change in data protection regulations and the start of application of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 (General Data Protection Regulation) "GDPR" as of May 25, 2018, we inform you that:

1. The Controller of personal data of the Store's Customers <http://online.vanking.pl> is VanKing Celkar Group Sp. z o.o. with its registered office: 32-005 Niepołomicach, ul. Podłęska 25, entered in the National Court Register under number 0000040981, whose records are kept in the District Court for Krakow-Śródmieście in Krakow, 12th Economic Department of the National Court Register, NIP 679 -26-91-789, Share Capital: PLN 1,050,000.00 (hereinafter: "Company"). The Company's contact details: e-mail address rodo@vanking.pl or by letter, to the address of the entity.
2. The Controller does not appoint a Data Protection Officer (DPO).
3. The Company processes personal data for the following purposes:
 - a. provision of the service of maintaining a customer account in the Store <http://online.vanking.pl>, - the legal basis is the performance of the contract (Article 6 paragraph 1, letter b of the GDPR),
 - b. making the Store available for the sale of Goods offered by the Company - the legal basis for data processing is the performance of the Contract (Article 6 paragraph 1, letter b of the GDPR),
 - c. marketing - the legal basis for data processing is the Company's legitimate interest - marketing of its own Goods and services (Art. 6 paragraph, letter f of the GDPR),
 - d. processing of complaints, investigation and defence in the event of mutual claims - the legal basis for data processing is the Company's legitimate interest - (Article 6 paragraph 1, letters b and f of the GDPR), sending commercial information by electronic means - only in the case of the Customer's consent. The legal basis for data processing is consent (Article 6 paragraph 1, letter a of the GDPR).
 - e. Improve the functionality of the Store's visibility through Google Analytics tools. The legal basis for the processing is Article 6 paragraph 1, letter f of the GDPR.
4. Provision of personal data in connection with the contract / services provided thereunder

- is voluntary, but necessary for the conclusion and performance of the contract - without the provision of personal data it is not possible to conclude a contract / provide services.
5. Personal data will be processed for the period necessary for the performance of the contract, and thereafter for the purposes and for the time and to the extent required by law
 - or to secure possible claims, or until the consent given is withdrawn
 6. Recipients of personal data are:
 - a. entities that provide and support the Company's ICT systems to operate the portal <http://online.vanking.pl> and entities that provide services related to the Company's day-to-day operations,
 - b. entities providing Goods delivery services, - under relevant contracts for the entrustment of personal data processing,
 - c. Dotpay.pl - an entity providing online payment services on the basis of an appropriate contract for entrustment of data processing.
 7. Data will not be transferred to recipients located in countries outside the European Economic Area (EEA). In exceptional cases, some data (such as anonymised IP address) may be sent outside the EEA, through the Google Analytics tool.
 8. Each person, to the extent provided by law, has the right to:
 - a. access to your data and the right to request rectification, deletion, restriction of processing. If the basis for the processing of your personal data is the Controller's legitimate interest, you may object to processing
 - b. In particular, you have the right to object to processing for direct marketing purposes, including profiling and for analytical purposes.
 - c. to the extent that the processing of your personal data is based on consent, you have the right to withdraw consent. Withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal.
 - d. to the extent that your data is processed for the purpose of entering into and performing a contract/providing services or processed on the basis of consent - you also have the right to portability of personal data. In this situation, you will receive your personal data from us in a structured, commonly used, machine-readable format. You can send this data to another data controller.
 9. Anyone whose personal data is processed by the Controller of personal data also has the right to lodge a complaint with the President of the Personal Data Protection Office. Providing personal information for marketing purposes is voluntary. In case of doubts related to the processing of personal data, any person may ask the Company for information. Notwithstanding the above, everyone has the right to file a complaint with the supervisory authority - the President of the Personal Data Protection Office.
 10. Data provided to the Controller will be processed by automated means, but will not be subject to profiling.

§ 11

Final Provisions

1. The Seller reserves the right to make changes to the Terms and Conditions for important

reasons, that is: changes in laws, changes in payment and delivery methods.

2. In matters not regulated by these Terms and Conditions, the generally applicable provisions of Polish law shall apply, in particular: Civil Code; the Law on Provision of Electronic Services; the Law on Protection of Personal Data; and the Law on Protection of Consumer Rights.