

REGULATIONS OF THE INTERNET SHOP PAR.COM.PL FOR THE ENTREPRENEURS CONDUCTING ACTIVITY OF ADVERTISEMENT AGENCIES

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1. GENERAL PROVISIONS

- 1.1. The Internet shop available at the address www.par.com.pl is conducted by the company Par Bakula Spółka Jawna with its seat in Gdańsk (address of the seat and delivery address: ul. Bysewska 30, 80-298 Gdańsk); entered into the Entrepreneurs' Register of the National Court Register under KRS number: 0000307003; register court in which the company's documentation is stored: District Court Gdańsk - Północ in Gdańsk VII Commercial Division of the National Court Register; NIP: 9570996627; REGON: 220614140; address of email: bok@par.com.pl, contact telephone number: 587128200.
- 1.2. These Regulations and Internet Shop is directed exclusively to entrepreneurs using the Internet Shop (Regulations and Internet Shop is not directed to the consumers).
- 1.3. The administrator of personal data processed in connection with the realization of the provisions of the Regulations is the Service Provider. Personal data is processed for the purposes, in the scope and on the basis of the principles indicated in the privacy policy published on the sites of the Internet Shop. Providing personal data is voluntary. Each person whose personal data is processed by the Service Provider, has the right to have an insight in the text and right for its updating and correcting.
- 1.4. Definitions:
~~1.1.1.~~ ~~WORKING DAY~~ – one day from Monday to Friday excluding statutory free days from work.
- 1.1.2. ~~REGISTRATION FORM~~ – form available in the Internet Shop allowing to create an Account.
- 1.1.3. ~~ORDER FORM~~ – Electronic Service, interactive form available in Internet Shop allowing to place an Order, in particular by means of adding Products to the electronic cart and defining the conditions of Sales Agreement, including method of payment.
- 1.1.4. ~~CLIENT~~ – (1) a natural person possessing full ability for legal activities, for whom using the Internet Site, including concluding Sales Agreement, is directly connected with the business or professional activity conducted by them (i.e. not being a consumer in this case); (2) legal person; or (3) organizational unit not possessing legal personality, to whom the act grants legal ability; - who concluded or intends to conclude the Sales Agreement with the Seller.
- 1.1.5. ~~CIVIL CODE~~ – the act on Civil Code of 23 April 1964 (J. of L. 1964 no 16, it. 93 as amended)
- 1.1.6. ~~ACCOUNT~~ – Electronic Service marked with individual name (login) and password provided by the Agent a set of resources in tele IT system of the Service provider, in which the data is gathered provided by the Agent and the information on the Orders placed by him in the Internet Shop.
- 1.1.7. ~~NEWSLETTER~~ – Electronic Service, electronic distribution service provided by the Service Provider by means of electronic mail e-mail, which allows for all Agents using it to obtain from the Service Provider cyclic texts of the next editions of newsletter containing the information on Products, news and promotions in the Internet Shops.
- 1.1.8. ~~PRODUCT~~ – a service available in the Internet Shop not being the Electronic Service or movable item which is the subject of Sales Agreement between the Client and the Seller.
- 1.1.9. ~~REGULATIONS~~ – these regulations of the Internet Shop.
- 1.1.10. ~~INTERNET SHOP~~ – Internet shop of the Service Provider available at the Internet address: www.par.com.pl.
- 1.1.11. ~~SELLER; SERVICE PROVIDER~~ – the company Par Bakula Spółka Jawna with its seat in Gdańsk (seat address and delivery address: ul. Bysewska 30, 80-298 Gdańsk); entered into the Entrepreneurs' Register of the National Court Register under KRS number: 0000307003; register court in which the company's documentation is stored: District

Court Gdańsk - Północ in Gdańsk VII Commercial Division of the National Court Register; NIP: 9570996627; REGON: 220614140; address of electronic mail: bok@par.com.pl, contact telephone number: 587128200.

- 1.1.12. SALES AGREEMENT – agreement of sale or performance of the Product concluded or to be concluded between the Client and the Seller by means of Internet Shop.
- 1.1.13. ELECTRONIC SERVICE– service provided by the electronic means by the Service Provider for the Agent by means of Internet Shop.
- 1.1.14. AGENT – (1) a natural person possessing full capacity for legal actions for whom using the Internet Site, including concluding Sales Agreement, is directly connected with the business or professional activity conducted (i.e. not being a consumer in this case); (2) legal person; or (3) organizational unit not possessing legal personality to whom the act grants legal ability; - using or intending to use the Electronic Service
- 1.1.15. ORDER – a statement of will of the Client lodged by means of the Order Form and intending directly to conclude the Sales Agreement of the Product with the Seller.

2. ELECTRONIC SERVICES IN ELECTRONIC SHOP

2.1. In Internet shop the following electronic services are available: Account, Order Form and Newsletter.

~~1.1.12.~~ Account – using the Account is possible after performing three subsequent steps jointly by the Agent – (1) filling in the Registration Form, (2) clicking „**Set the account**” and (3) confirming the willingness to set the Account by clicking the confirmation link sent to the provided address of electronic mail. In the Registration Form it is necessary to provide the following data of the Agent: name and surname/name of the company, NIP number, address (street, house number/flat number, postal code, town, country), address of electronic mail, contact telephone number and password.

~~1.1.13.~~ Electronic Service Account is provided free of charge for the indefinite time. The Agent, at any time and without giving the reason, has a possibility to remove the Account (resignation from the Account) by means of sending the proper demand to the Service Provider, in particular by means of electronic mail to the address: bok@par.com.pl or also in writing to the address: ul. Bysewska 30, 80-298 Gdańsk.

~~1.1.14.~~ Order Form – using the Order Form starts upon adding the first Product by the Client to the electronic cart in Internet Shop. Placing an Order shall take place after performing by the Client in total two subsequent steps – (1) after filling in the Order Form and (2) clicking on the site of the Internet Shop after filling in the Order Form „**Place an order**” – until that moment there is a possibility of independent modification of the data introduced (for this purpose one should follow the messages displayed and the information available on the site of the Internet Shop). In the Order Form it is necessary to provide by the Client the following data concerning the Client: name and surname/name of the company, NIP number, address (street, house/flat number, postal code, town, country), address of electronic mail, contact telephone number and data concerning the Sales Agreement: Product/s, place and method of delivery of Products, method of payment.

~~1.1.15.~~ The Electronic Service Order Form is provided free of charge and is of single nature and shall be completed upon placing the Order through this or upon earlier cessation of placing the Order by means thereof by the Agent.

~~1.1.16.~~ Newsletter – using the Newsletter takes place after performing jointly two subsequent steps (1) – providing in the insert „Newsletter” visible on the site of the Internet Shop the address of email to which the next editions of Newsletter are to be sent, (2) clicking the fields of action and (3) confirming the willingness to obtain Newsletter by means of clicking the confirmation link sent to the provided address of electronic mail.

~~1.1.17.~~ Electronic Service Newsletter is provided free of charge for the indefinite time. The Agent, at any time and without giving the reason, may sign off Newsletter (resign from Newsletter) by means of sending the proper demand to the Service Provider, in particular by means of electronic mail to the address: bok@par.com.pl or also in writing to the address: ul. Bysewska 30, 80-298 Gdańsk.

2.2. Technical requirements necessary for the cooperation with the tele IT system used by the Service Provider: (1) computer, laptop or other multimedia device with the access to Internet; (2) access to electronic mail; (3) Internet search engine: Mozilla Firefox in version 50.0 and higher or Internet Explorer in version 10.0 and higher, Google Chrome in version 55.0. and higher, Microsoft Edge in version 40.0 and higher; (4) recommended minimum resolution of the screen: 1024x768; (5) switching in the search engine a possibility to save the Cookies files and Javascript.

2.3. Mode of complaint procedure:

~~1.1.18.~~ The complaints connected with providing Electronic Services by the Service Provider and the remaining complaints connected with the operation of the Internet Shop (excluding the procedure of the Product’s complaint, which was indicated in point 6 of the Regulations) can be lodged by the Agent for example:

~~1.1.19.~~ in writing to the address: ul. Bysewska 30, 80-298 Gdańsk;

~~1.1.20.~~ in the electronic form by means of electronic mail to the address: bok@par.com.pl;

~~1.1.21.~~ It is recommended to provide by the Agent the following in the description of the complaint: (1) information and circumstances concerning the subject of complaint, in particular type and date of occurrence of non-conformities; (2) demands of the Agent; and (3) contact data of the person lodging a complaint – it will facilitate and accelerate the consideration of the complaint by the Service Provider. The requirements in the preceding sentence have only a form of recommendation and do not affect the effectiveness of the complaints lodged with an omission of a recommended description of complaint.

~~2.3.2.~~ The complaint shall be considered immediately by the Service Provider, not later than within 14 calendar days of its lodging.

2.4. Excluding liability of the Service Provider:

~~2.4.1.~~ The Service provider shall be only responsible for the operations made in accordance with the actually obtained instructions and does not accept any liability for errors and defects resulting from the lack of action or improper operation of the means of communication used, being beyond the control of the Service Provider, which may affect the punctuality and correctness of the orders sent. The Service Provider does not bear any liability for any losses of text and/or data nor for the delay in transmission caused as a result of using by any supplier the access to Internet (IASP) or caused as a result of improper operation of the search engine, computer virus or other problems connected with the services provided by any supplier of access to Internet. The Service provider does not bear any liability in case of obtaining improper or incorrect texts or data.

~~2.4.2.~~ The information and materials contained in the Internet shop, including text, graphics, links are delivered with the best knowledge of the Service Provider. The Service provider does not guarantee the exactness and completeness of information and materials presented in the Internet Shop and explicit excludes his liability for any mistakes and errors.

~~2.4.3.~~ The Service Provider does not bear any liability for damages (including, but not limited to those resulting from the lost benefits, lost data or breaks in conducting activity), caused as a result of using, lack of possibility to use or the results of using the Internet Shop or other sites, connected with the Internet Shop, references and as a result of using the Information or services, located on any site, irrespective of the fact whether the claims result from the guarantees, contracts, prohibited acts or other legal bases and irrespective of the fact whether the Service provider was notified about the possibility of such damages to occur or not.

~~2.4.4.~~ The Service provider takes all efforts in order to assure proper and uninterrupted functioning of the Internet Shop and a possibility to use the Electronic Services. Due to the complexity and degree of complication of the Internet Shop and its Services as well as due to external factors remaining beyond the control of the Service Provider (e.g. DDOS attacks - distributed denial of service) however it is possible for the errors to occur and technical failures which prevent limit in any manner the functioning of the Internet Shop and a possibility to use its Electronic Services. In such a case the Service Provider will take all possible actions aiming at assuring the limitation of negative effects of such events to the largest possible extent

~~2.4.5.~~ Except for the breaks caused by the errors and technical failures, there may also be other technical breaks, during which the Service Provider undertakes actions aiming at developing the development of the Internet Shop and its Electronic Services and to secure them against errors and technical failures.

3. CONDITIONS FOR CONCLUDING SALES AGREEMENTS

3.1. Concluding the Sales Agreement between the Client and the Seller takes place after prior placed the Order by the Client by means of Order Form in Internet Shop in accordance with point 2.1.2 of the Regulations.

3.2. The Product Price made visible at the site of the Internet Shop is in PLN. The Product Price made available on the site of the Internet Shop is provided in PLN. About total price of the Product being the subject of the Order as well as costs of supply (including the fees for transport, delivery) and other costs and when these fees cannot be established – about the obligation to pay them, the Client is informed on the sites of the Internet Shop during placing the Order including also upon expressing by the Client the will to comply with the Sales Agreement.

3.3. **Procedure of concluding the Sales Agreement in Internet Shop by means of Order Form**

~~3.3.1.~~ Concluding the Sales Agreement between the Client and the Seller takes place after prior placing the Order by the Client in the Internet Shop in accordance with point 2.1.2 of the Regulations.

~~3.3.2.~~ After placing the Order, the Seller within 3 days will confirm by email that he accepted the order. Concluding the agreement takes place only after confirming by the Seller that he accepted the order and started realizing it. Upon obtaining by the Client the above e-mail message, the Sales Agreement between the Client and the Seller is concluded.

3.4. Maintaining, securing and making available for the Client the texts of the Sales Agreement concluded takes place by means of (1) making these Regulations available on the site of the Internet Shop and (2) sending to the Client the e-mail message, referred to in point 3.3.2. of the Regulations. The text of the Sales Agreement is additionally maintained and secured in IT system of the Seller's Internet Shop.

4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Client with the following methods of payment for the Sales Agreement:

~~4.1.1.~~ Payment in cash on personal collection.

~~4.1.2.~~ Payment on delivery on collecting the shipment.

~~4.1.3.~~ Payment by transfer to the Seller's bank account.

~~4.1.4.~~ Payment by means of merchant credit granted under the conditions defined in point 5 of these Regulations.

4.2. **Dates of payment:**

- 1. In case of selecting by the Client the payment by transfer, the Client shall be obliged to make the payment within 7 calendar days of concluding the Sales Agreement unless the Agreement states otherwise.
 - 2. In case of selecting by the Client the payment in case on delivery or payment in cash on personal collection the Client shall be obliged to make the payment on collecting the shipment.
 - 3. In case of payment by means of merchant credit, the Client shall be obliged to repay the merchant credit within the period agreed with the Seller in the course of granting the credit.
- 4.3. The Seller reserves a property of the Product until the moment of payment of the whole price by the Client.

5. MERCHANT CREDIT

- 5.1. The Seller, while granting to the Client the merchant credit, indicates maximum level of the Client's debt.
- 5.2. Merchant credit is granted to the Client before concluding the fourth or the next Sales Agreement on the basis of a written application of the Client for the merchant credit. The level of the merchant credit and the date of payment depend on the potential, needs, commercial abilities, history and level of the transaction and the credibility of the Client made by the insurance institutions cooperating with the Seller. In case when the Client's credibility is assessed by the insurance company indicated by the Seller, the Client has the obligation to make proper data available for the institution.
- 5.3. After granting the merchant credit for the Client, the Seller may change it or withdraw at any time in particular when:
 - 1. the Client does not fulfill the provisions of the agreements concluded with the Seller,
 - 2. the Seller learns about such a status of debts of the Client towards other business partner which would prevent him from fulfilling the provisions by the Client of the agreements concluded with the Seller.
- 5.4. In the event when the Client has arrears in payment towards the Seller, the Seller may refuse to accept the next orders from the Client and if need be also withhold the realization of the Orders being under realization, until obtaining the overdue payment.
- 5.5. The Client, to whom the Seller granted merchant credit, undertakes to notify the Seller immediately in writing of:
 - 1. submitting an application for declaring bankruptcy of the Client as well as reasons constituting the justification of the application,
 - 2. changing the legal form of the Client's enterprise, its name or owners,
 - 3. each change affecting the ability of the Client to pay the liabilities towards the Seller.
- 5.6. In case of failing to fulfill the above information obligations, the Seller has the right to withdraw unilaterally from the agreements concluded and not performed and put the receivables resulting from the agreements on the basis of which the Seller has already gave the Product in the status of immediate.
- 5.7. The Client shall not have the right towards the Seller the right to place the statement on deduction of any receivables (except those which are not subject to deduction by virtue of the absolutely applicable law), including in each case the right is excluded to deduct the receivables connected with concluding and method of performing the agreement.

6. COST, METHOD AND DATES OF DELIVERY AND COLLECTION OF THE PRODUCT

- 6.1. Delivery of the Product to the Client is paid, unless the Sales Agreement states otherwise. The costs of the Product's delivery (including fees for transport, delivery and postal services) are indicated to the Client on the sites of the Internet Shop in the information insert concerning the costs of delivery and during placing the Order, including also upon expressing the will by the Client to comply with the Sales Agreement.
- 6.2. The Seller makes for the Client available the following methods of delivery or collecting the Product:
- 6.3. Personal collection of the Product by the Client is free of charge.
 - 1. Courier shipment, courier shipment paid on delivery.
 - 2. Palet shipment.
 - 3. Personal collection available at the address: ul. Bysewska 30, 80-298 Gdańsk – on Working Days between 09:00 - 17:00.
- 6.4. **Delivery date of the Product to the Client** is each time indicated in a description of a given Product or during placing the Order. The beginning of the course of the period of the Product's delivery to the Clients counts in the following manner:
 - 1. In case of selecting by the Client the payment method by the transfer – from the day of charging the bank account or the checking account of the Seller.
 - 2. In case of selecting by the Client the payment method in cash on delivery or by means of merchant credit – from the day of concluding the Sales Agreement.
- 6.5. **Readiness date of the Product to be collected by the Client** – is indicated each time in a description of a given Product or during placing the Order. About the readiness of the Product to be collected, the Client will be each time informed by the Seller. The course of the period of the Product's readiness to be collected by the Client is counted as follows:
 - 1. In case of selecting by the Client the payment method by the transfer – from the day of charging the bank account or the checking account of the Seller.

7.6. In case of selecting by the Client the payment method in cash on delivery or by means of merchant credit – from the day of concluding the Sales Agreement.

7. COMPLAINT OF THE PRODUCT

7.1. In accordance with art. 558 § 1 of the Civil Code the liability of the Seller for the warranty for the Product towards the Client is excluded in the following cases:

- 7.1.1. insignificant differences in colours and texture of the Products in relations to photos of the Products on the site of the Internet shop;
- 7.1.2. performing by the Seller of the Sales Agreement with 3% margin of error as to the quantity of Product, due to the damages caused in print, any damages of the Products in warehouse or during realization, whereas in the case listed the Client shall be obliged to pay exclusively the price of the part of the Order obtained by him exclusively.
- 7.1.3. The Product on which the entity different than the Seller, after delivery of the Product to the Client, made a printout, engraving, embroidery or another decoration.
- 7.1.4. Differences in color and texture of the engraving made

7.2. In accordance with art. 558 § 1 of the Civil Code the liability of the Seller for warranty for the Product is limited in the manner defined in further part of the point.

7.3. Reporting any quantity and quality complaints with reference to the visible defects may take place at the latest within 3 days of the day of giving the Product to the Client and it is necessary that it refers to the transport documents concerning a given delivery.

7.4. About the defect which cannot be detected despite the careful examination, the Client has an obligation to notify the Seller immediately they have been discovered not later than within 10 days of giving the Product.

7.5. All claims for the warranty expire after 30 days of giving the Product.

7.6. Reporting the quantity and quality non-conformities during the handover of the Product shall require preparing the protocol of discrepancies and making an entry in the transport document, signed by the carrier.

7.7. The following documents should be attached to the reporting the complaint:

- 7.7.1. copy of waybill,
- 7.7.2. document containing an exact description of the Product (consistent with a description given in the Order), order number, exact number of the Products complained,
- 7.7.3. protocol of discrepancies or another document describing in which way the Product deviates from standard,
- 7.7.4. demand of the Client (e.g. reduction of price, replacement of the Product).

7.8. All complaints, both as to the quantity and quality must be expressed in physically measured values.

7.9. In case of reporting the quality non-conformities the Client is obliged to show the non-conformity of the Product delivered with the order or the material standard.

7.10. The date of reporting the complaint is each time the date of obtaining by the Seller in writing, by fax, electronic mail or the form on www site the first report on the existence of the Product's defect.

7.11. The Client undertakes to separate and make available the complained Product to the Seller for check in the condition in which it was on the issue date, upon his every call. In case of detecting a hidden defect during the technological process, the Client shall be obliged to stop further processing the Product immediately. If the Product is, after reporting the non-conformity, processed, the liability of the Seller for the Products expires. Until the complaint is considered by the Seller, the Purchaser has the obligation to withhold further sale of the Product.

7.12. If any party considers that for the assessment of the existence of defects, the technical expertise will be necessary prepared by the independent expert, the obligation to order it is imposed on the Client. The selection of the expert will take place after arrangement by both parties. The Seller will take his position as to the defectiveness of the Product after a proper expert opinion has been made available to him.

7.13. The costs of the above opinion as well as all other costs connected with consideration of the complaint, in particular costs of business trips of the representatives of the Seller and the Client, costs of separation, selection and examination of the complained product will be covered by the parties in accordance with the following principles:

- 7.13.1. in case of recognizing the complaint as reasonable, all costs connected with the complaint will charge the Seller;
- 7.13.2. in case of failing to take into account the complaint due to its groundlessness, all costs connected with the complaint shall charge the Client.

7.14. Taking into account or failing to take into account the complaint shall take place in writing, after examining the complained batch of the Product by the Seller, alternatively after conducting the technical opinion by the independent expert. In case of taking the complaint into account, the Seller undertakes, at his cost, replace a defective Product into the one free of defects on the date agreed by the parties. If the replacement is impossible, the Seller has the right to refuse the replacement of the Product and return to the Client a proper part of the price, if it had been paid by the Client.

7.15. The date for considering the complaint is 14 days and is counted from the date of obtaining all documents confirming the reasonability of the complaint. The date may be extended in the situation when the consideration of the complaint will depend on preparing the opinion of an expert or completing the documentation concerning the complaint.

7.16. Reporting any claims before the bodies of the state from the Client for improper quality or the quantity of the Product, must be preceded with the complaint procedure.

- 7.17. The compensation for the damages caused to the Client in connection with non-performance or improper performance of the Sales Agreement is limited in each case to the level of the half of net price of the Product covered with the agreement, whereas the Seller shall be only responsible for the typical losses of the Client and possible to be foreseen and if they were caused for the reasons exclusively on the side of the Seller.
- 7.18. Institution of the complaint procedure does not release the Client from the obligation to pay on time the price for the Product given to him. Depending on the method of considering the complaint the accounting document will be issued, which will constitute the basis to make the settlement between the parties.

8. CONTRACTUAL RIGHT TO WITHDRAW FROM THE AGREEMENT

- 8.1. The Seller shall be entitled to the right to withdraw from the Sales Agreement within 14 calendar days of its concluding. Withdrawal from the Sales Agreement in this case may take place without providing the cause and does not raise on the side of the Client not being the consumer any claims in relation to the Seller.
- 8.2. The Client shall be entitled to withdraw from the Sales Agreement within 30 days from concluding the Sales Agreement. In such a case the Client shall be obliged to contact the Customer Service Office of the Seller - tel: 58 712 82 00 or to the e-mail address of the Seller and reporting the willingness to return the Product;
- 8.3. In the event when the Client performs contractual right to withdraw from the agreement, the cost of delivery of the Products to the Client or the recipient and the return delivery shall charge the Client.
- 8.4. Contractual right to withdraw from the Sales Agreement is not granted to the Client in relations to the Products constituting the holiday, season, II rate and series-end products, as well as Products on which some printout was performed, embroidery or customization.

9. INTELLECTUAL PROPERTY

- 9.1. The Agent shall be obliged to use the Internet Shop in the manner consistent with the law and good practice bearing in mind the respect of personal goods and copyrights and intellectual property of the Service provider and third persons. The Agent shall be obliged to introduce data consistent with the actual state of affairs. The Agent is obliged with the prohibition to deliver text with illegal nature.
- 9.2. Trademarks of the Service Provider and third entities should be used in accordance with the applicable law provisions.
- 9.3. The Agent while sending to the Service Provider a graphic mark or using the logo types stored on the resources of the Service Provider, guarantees and assures that he is entitled to use all rights, including the trade mark, logotype, slogan, portfolio, graphics, graphic mark, photo and any text and pattern contained in the file.
- 9.4. The Agent shall be obliged to guarantee that the graphic pattern sent, neither in whole or in part:
JĚ Ě. infringes any rights to the intellectual property of third persons;
JĚ Ě. is the subject of such infringement as a result of which the Agent obtained it;
JĚ Ě. is subject to limitations which would prevent the Service Provider legal reproduction and processing sent images and texts in accordance with the Order.

10. CONFIDENTIALITY

- 10.1. The Client shall be obliged to keep in confidentiality, not to disclose, not to pass and not use the data, information and commercial conditions resulting from the Agreement, obtained in connection with or on the occasion of realizing the agreement, constituting the secret of the Seller's enterprise.
- 10.2. The prohibition to disclose the secret of the Seller's enterprise is applicable for the whole period of cooperation of the parties and after its termination for the period of 5 years.
- 10.3. In case of infringing by the Client the order to keep in confidentiality the secret of the Seller's enterprise, the Client shall pay to the Seller the damages of 50 000,00 PLN for each case.
- 10.4. A secret of the Seller's enterprise shall be considered in particular as all information which was not disclosed at the will of the Seller and is not commonly known and as to which the Client was informed about its confidential nature or as to which its type or circumstance the Client may have presumed that it is confidential.

11. ADDITIONAL PROVISIONS

- 11.1. The Seller shall have the right to limit available methods of payment, including also require to make the prepayment in whole or in part and irrespective of the method of payment selected by the Client and the fact of concluding the Sales Agreement.
- 11.2. Upon giving by the Seller the Product to the carrier, the burdens and charges shall pass onto the Client not being a consumer connected with the Product and the danger of an accidental loss or damage of the Product. The Seller in such a case does not bear any liability for loss, defect or damage of the Product caused from the moment of accepting it for transport until giving it to the Client and for the delay in transport of shipment.
- 11.3. In case of sending the Product to the Client by means of the carrier, the Client not being the consumer, shall be obliged to examine the shipment in time and manner accepted with the shipments of that type. If he states that during the

transport, there was defect or damage of the Product, he shall be obliged to make all activities necessary to establish the liability of the carrier.

- 11.4. In case of Agents not being the consumers the Service Provider may terminate the agreement for the provision of the Electronic Service, with an immediate effect and without indicating the reasons by means of sending a proper statement to the Agent.
- 11.5. In case of failing to collect the shipment by the Client, the Seller has the right to charge him with the contractual penalty of 150 PLN.
- 11.6. All disputes caused between the Seller/Service Provider shall be referred to the competent court for the seat of the Seller/Service Provider.

12. FINAL PROVISIONS

12.1. The agreements concluded by the Internet Shop are concluded only in Polish.

12.2. Change of the Regulations:

~~FGGF~~ The Service Provider reserves the right to make changes in the Regulations.

~~FGGF~~ In case of concluding on the basis of the Regulations, the agreements of another nature than the continuous one (e.g. the Sales Agreement), the changes of the Regulations shall not infringe in any way the rights acquired by the Agents/Clients before the changes of the Regulations come into force, in particular the changes in the Regulations shall not have an influence on the already placed or to placed Orders, realized or performed Sales Agreements.

12.3. In the issues not settled in the Regulations, the commonly applicable Polish law provisions shall apply in particular: Civil code; the act on provision of services by electronic means, of 18 July 2002 (J. of L 2002 no 144, it. 1204 as amended) and other proper commonly applicable law provisions.