

HART SP. Z O.O. TERMS OF SALE

These terms of sale (hereinafter referred to as the Terms) are addressed to customers who run their own business and define the rules for making purchases in HART Sp. z o.o. (hereinafter referred to as HART).

1. GENERAL INFORMATION

1.1. HART is a large i.e. another enterprise meaning of Annex I to the Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty

1.2. Only registered customers shall be allowed to make purchases in HART.

1.3. Only entities running a business shall become HART registered customers. To sign up, it is necessary to contact HART employees and provide NIP [VAT No.].

1.4. Only entities which are active VAT taxpayers and are actively involved in their business operations shall become HART registered customers.

1.5. Registered customers shall receive a HART identification number (hereinafter referred to as the Customer Number), login and password for access to the order page (<https://store.hartphp.com.pl>).

2. ORDERS AND DELIVERIES

2.1. To make a purchase in HART, the customer shall use their Customer Number.

2.2. The customer may make a purchase by one of the following means:

- order page: <https://store.hartphp.com.pl>,
- contact by phone via the HART hotline,
- personal contact in HART sales departments,
- WebService.

2.3. HART offers the following forms of delivery:

- personal collection at a branch chosen by the customer,
- delivery to the customer.

2.4. The delivery to the customer shall require individual arrangements with HART.

3. RETURNS

3.1. In justified cases, HART shall allow product returns.

3.2. The customer shall have the right to return the product within 5 working days of the invoice date.

3.3. To have the return accepted, the customer shall complete a return form available on the order page (<https://store.hartphp.com.pl>).

3.4. If the return is made for reasons attributable to the customer, a net fee of 1 Euro shall be charged for each returned item.

3.5. A debit invoice for returns shall be issued by the 15th day of each month.

3.6. In a total monthly cost of returns does not exceed the net amount of 2,90 Euro, the invoice shall not be issued.

3.7. The following items shall not be subject to return:

- electrical and electronic components,
- consumables, e.g. oils, liquids, chemicals,
- goods delivered at the customer's request,
- incomplete or damaged goods due to the customer's fault,
- goods in damaged packaging.

3.8. In the case of the goods with added conversion costs, the Client is entitled to return these goods (cross references are also accepted) to HART free of charge within 6 months from the date of purchase. After having verified the possibility of regeneration, HART shall issue corrective invoice for conversion costs or return used product.

4. COMPLAINTS

4.1. To have the complaint accepted, the customer shall properly complete a complaint form available on the order page (<https://store.hartphp.com.pl>) and provide HART with the goods complained about.

4.2. The goods complained about are not subject to a return fee.

5. PERSONAL DATA

5.1. HART shall process personal data in accordance with applicable laws and regulations solely for the purpose of providing services, entering into and executing the agreement, and performing its legal obligations.

5.2. Detailed information on the processing of personal data by HART is published on <https://www.hartphp.com.pl/rodo/rodo.html>.

6. FINAL PROVISIONS

6.1. The agreements entered into with HART shall be governed by the Polish law, and the Court in Opole shall be the court competent for resolving any disputes.

6.2. The Terms shall come into force on 13.05.2021.

6.3. HART reserves the right to change the Terms. Information on the amendment of the Terms shall be made available at <https://zamowienia.hartphp.com.pl>. In the case of orders placed before the amendment of the Terms, the provisions of the previous Terms shall apply.