

Regulations concerning the sale of goods

by PHSC CHEMICALS Sp. z o.o. (limited liability company)

ANTYGRAFFITI
SYSTEM
PROFESSIONAL

Apply from 01.02.2021

Version 1.0/EN

Introduction

1. Below regulations (Regulations) define the conditions for the sale of goods, using means of distance communication, conducted by the **Seller**: PHSC Chemicals limited liability company with its registered office is in Poznań, at the street: Droga Dębińska 29, 61-492 Poznań, for which the registration court is the District Court Sąd Rejonowy Poznań Nowe Miasto i Wilda in Poznań, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego entered into the Register of Entrepreneurs of the National Court Register (KRS) under the numer: 0000623544.
2. **Seller details:**
 - 1) the address of the Seller's office: ul. Droga Dębińska 29, 61-492 Poznań,
 - 2) phone number, e-mail address of the Seller:
phone: +48 601 77 88 23,
e-mail: biuro@phsc.pl
3. The Seller processes personal data of every user, on the basis of Regulation of the European Parliament and of the Council of the European Union 2016/679 of 27 April 2016 regarding protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / WE (GDPR - General Data Protection Regulation), are personal data. In accordance with applicable provisions on the protection of personal data, in particular the General Regulation, in order to ensure proper protection of personal data, the Seller states that it is the Buyer's personal data Administrator.
4. On the Seller's website - www.phsc.pl – there is current information about the Seller, contact details, information about the goods which are sold, their use, personal data protection policy (GDPR), and other practical information, including sample pictures of using goods sold by the Seller. None of this information, including information about the goods offered by the Seller, does not constitute an offer within the meaning of art. Art. 66 and 661 of the Polish Civil Code (CC).

Legal definitions

5. Other definitions used in the Regulations:
 - 1) **Buyer** - the buyer of the Seller's goods,
 - 2) **Consumer** - a buyer who is a person (not a legal entity) purchasing the goods of the Seller for a purpose not related directly to his business or professional activity,
 - 3) **Entrepreneur** - buyer purchasing goods from the Seller for a purpose directly related to their business (including agricultural business) or professional activity,
 - 4) **Goods** - a movable item offered for sale by the Seller,
 - 5) **Contract** - a legal contract for the sale of Goods within the meaning of art. 535 and the following Polish Civil Code (CC), concluded between the Seller and the Buyer,
 - 6) **Store** - a stationary store run by the Seller,
 - 7) **Order** - the Buyer's declaration of intent clearly specifying the type and quantity of the Goods, sent via the e-mail address - biuro@phsc.pl or by phone- aiming directly at the conclusion of the agreement between Seller and Buyer, **confirmed by the Seller**.

General provisions

6. The Seller offers for sale preparations for removing graffiti, protective coatings, facade cleaning agents, preparations for hydrophobization and other surface protection agents (Goods). Technical data sheets of the products are on the seller's website (www.phsc.pl), and the Buyer, by placing the order, declares that he is familiar with the technical parameters and the purpose of the purchased product specified in the technical sheet.

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Price

7. The prices of the Goods provided by the Seller are net prices (excluding tax), they are expressed in Polish currency (zloty). These prices are valid until they are changed by the Seller or until the stocks of the given Good are run out.

Return, exchange of Goods

8. The Seller does not allow the return of purchased Goods or their exchange for another unit of the Goods (other Goods) in other situations than those resulting from taking into account the complaint of the Consumer and the Customer's request for the return or exchange of the Product with a physical defect, on the principles set out in mandatory Polish provisions rights and in these Regulations.

Conclusion of Contract

9. The agreement is concluded by submitting an order by the buyer to the e-mail address biuro@phsc.pl, and then as a result of an email confirmation or individual confirmation of the order by the Seller. If the Parties continue to negotiate the terms of the purchase, the contract will be concluded as a result of determining all key elements of the contract which are: the price, place of delivery, delivery date and order volume.
10. In the event that the data provided by the Buyer are incomplete, the Seller will contact the Buyer. If contact with the Buyer is not possible, the Seller has the right to cancel the Order.
11. The date of payment will be individually agreed between the parties and indicated on the invoice. The Buyer accepting the invoice accepts the payment date indicated on it.
12. Confirmation of the agreement is an invoice given to the Buyer while the Goods selected by the Buyer are delivered or sent electronically to the Buyer's e-mail address. The Buyer authorizes the Seller to issue and deliver invoices in electronic form.
13. By receiving the Invoice for the purchased Good, the Buyer confirms that before purchasing, he had read the good's information card and the warranty terms.

Delay with receipt of the Good, contractual right of the Seller to resign from the agreement

14. The Seller may withdraw from the contract if the Buyer fails to receipt of the purchased Good, without setting an additional date. In this case, the Buyer is obliged to reimburse all costs taken by the Seller, for example transport costs.

Goods issue – delivery of the Goods to the address indicated

15. The Buyer indicates to the Seller the address for delivery of the purchased Good. The goods are delivered by the carrier chosen by the Seller or the Buyer (courier company, Polish Post).
16. Transporting goods outside the European Union is possible after individual agreement with the seller.
17. Transport costs are taken entirely by the Buyer, except individual arrangements with the Buyer.
The cost of delivering the Goods to the address indicated
18. Transport costs are paid by the Buyer based on individual arrangements with the Seller. The time limit for delivery of the Good by means of the carrier indicated on the confirmation of the Order is an indicative deadline - the Seller is not responsible for its failure by the carrier.

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Obstacles in the delivery of the Good

19. The Buyer shall immediately inform the Seller about obstacles on the part of the Buyer in the delivery of the Good within the planned time, as well as about the non-delivery of the Good within that time.
20. To the extent possible, the Seller warns the Buyer, in a manner agreed with the Buyer, about obstacles to delivery of the Goods on the planned date, specifying a new date.

The obligation to examine the Goods upon delivery to the address indicated

21. The Buyer is obliged to report to the carrier upon delivery of the Goods any damage to the packaging or shipment, incompleteness of the Good or incompatibility of the Good with the order. In the absence of such notification to the carrier, it is presumed that the Goods have been delivered to the Buyer in a condition consistent with the agreement and the Buyer loses the right to submit claims in this regard.

The Buyer's right to withdraw from the agreement due to delay in delivery of the Goods to the indicated address

22. The Buyer may withdraw from the contract if, despite a request to deliver the Goods within an additional period, not shorter than 14 days, the Seller of the goods does not deliver them to the Buyer, and in the call the Buyer has warned about the intention to withdraw from the Contract if this additional deadline is not met. The request may also be sent by e-mail to the following e-mail address: biuro@phsc.pl. The right to withdraw from the agreement for the reasons described above expires within 14 days of the ineffective expiry of the additional period specified by the Buyer for the Seller to deliver the Goods to the indicated address.

Form of Buyer's statement on withdrawal from the agreement

23. Withdrawal of the Buyer from the agreement requires a written statement sent to the correct postal address of the Seller.

The moment of transition to the Buyer of benefits, burdens and risks associated with the purchased Good and the moment of transfer of ownership

24. Upon the release of the Good to the Carrier all the benefits and burdens related to the purchased Good and the risk of accidental loss or damage to the Good are passing to the Buyer.
25. The buyer acquires ownership of the Goods upon payment of the entire price.

Warranty for physical defects of the Good

26. The Buyer is entitled to a warranty for physical defects of the Good which were revealed after the release of the Good to the Buyer and during the validity of the warranty, and are not caused (for example) by: improper use of the Good, as a result of using improper techniques of using the Good, and also were not caused by natural use of the Good as a result of using this Good (after opening it)

The deadline for submitting claims under the warranty for physical defects of the Good

27. The consumer is obliged to notify the Seller of a defect covered by the warranty immediately, no later than within 1 (one) year from its discovery. The Buyer who is an Entrepreneur is obliged to report a defect immediately after it is found, i.e. within 3 business days of the day it was found, may lose

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his warranty rights. The notification should indicate the number of the invoice or receipt confirming the date of purchase of the Good, date of issue of the Good, type of the defect found, if possible attached photos of the defect, as well as describe the circumstances and time of finding the defect, and specify the Buyer's expectations.

The duration of the warranty for physical defects of the Good

28. The warranty for physical defects of the Good due to the Consumer is 2 (two) years from the date of issuing the Good (receipt by the Buyer, delivery by the Seller).
29. The entrepreneur's warranty for physical defects of the Good is 1 (one) year from the date of delivery of the Good (receipt by the Buyer, delivery by the Seller).

Form of submitting a complaint

30. Complaints under the warranty for defects should be submitted by the Buyer to the postal address or proper email address indicated in these regulations
31. When submitting a complaint, please provide the Seller with a photo of the goods complained about along with the proof of purchase.

Date of complaint consideration by the Seller

32. The Seller shall consider the complaint and notify the Buyer of his position within 14 (fourteen) days of receiving the complaint.

Consumer right to withdraw from the agreement due to physical defects

33. The Buyer has the right to withdraw from the agreement if the physical defect found under the warranty is significant from the point of view of the function of the Good. A material defect is a defect that disables the normal use of the item as intended and renders the item unfit for ordinary use. The assessment of whether a defect is significant must take into account the circumstances of the particular case and how the product is used.

Withdrawal from a distance contract

34. In the event of withdrawal by the Consumer from a distance contract, the contract is considered void. What the parties have rendered is returned unchanged.
35. The return should take place immediately, not later than within 14 days. Purchased goods should be returned to the address of the Seller, in the condition and packaging in which it was delivered.
36. Refunds to the bank account provided by the Consumer will take place immediately within 7 days from the date of receipt of the purchased goods, after confirming that the returned goods are in good condition, corresponding to the condition on the day of sale.
37. An entrepreneur cannot withdraw from a distance contract.

Change, repeal of the Regulations

38. The Seller has the right to change or repeal the Regulations (in whole, in part) at any time.
39. The Seller will notify on its website about the intended change (repeal) of the Regulations at least 7 days in advance before such change (repeal) of the Regulations. The amendment (repeal) of the

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Regulations does not affect agreements already made with Consumers to the extent that these changes (repeal of the Regulations) are less favorable to the Consumer - until the expiry of the warranty period for physical defects of the Good sold to Consumers.

General place of jurisdiction

40. These Terms and Conditions are governed by the Laws of Poland and the parties submit to the court having jurisdiction over the seller's registered office.

Regulations apply

41. The Regulations apply from 01.02.2021.