

ON-LINE ORDERING SYSTEM REGULATIONS (RSZI)

(for orders from od 1.10.2020)

ASSMANN

§ 1

GENERAL PROVISIONS

1. These Regulations of the ASSMANN On-line Ordering System (hereinafter referred to as: the "Regulations") define the principles of using the On-line Ordering System maintained by ASSMANN Distribution Sp. z o. o. with its registered office in Wrocław and the General Terms and Conditions of Sales for sales contracts concluded by ASSMANN.
2. The Regulations for the User of the On-line Ordering System are made available at the website: <https://pl.assmann.shop/pl/> in a permanent manner, providing Users with uninterrupted access to the content of the regulations, its multiple reproduction and recording.
3. Use of the System means acceptance of these Regulations, General Terms and Conditions of Sales and the Privacy and Copyright Policy, as well as the Cookies Policy.
4. The purpose of the System is to inform about ASSMANN products and services and to invite proposals for the conclusion of sales contracts, as well as the implementation of such contracts.
5. The On-line Ordering System available through the website enables concluding sales contracts in a manner provided for in the Act of 18 July 2002 on the provision of electronic services, as well as presenting the goods sold by ASSMANN Distribution Sp. z o. o. and getting acquainted with them by the System Users.

§ 2

GENERAL CONDITIONS OF USE OF THE SYSTEM

1. The owner of the On-line Ordering System <https://pl.assmann.shop/pl/> [hereinafter referred to as: the System] and thus the selling party through the System is ASSMANN Distribution Sp. z o.o. with its registered office in Wrocław, at ul. Szczecińska 19, 54-517 Wrocław, registered in the National Court Register maintained by the District Court for Wrocław-Fabryczna under National Court Register [KRS] number 0000284705; Tax Identification No. [NIP]: 8951883569, Polish National Business Registry Number [REGON]: 020543570 [hereinafter referred to as: "ASSMANN" or the "Seller"]
2. The contact with ASSMANN is possible at the address of the registered office indicated in item 1, by phone on +71 326 71 40 from Monday to Friday from 8:00 to 17:00 and by e-mail at the address: office@assmann.pl.
3. The System User is anyone who uses the System using the Internet, either through Internet browsers or through any mobile devices communicating with the Internet, if they purchase, intend to purchase or become acquainted with the Seller's offer through the System [hereinafter referred to as: the "User"].
4. The System's activity is addressed exclusively at entities conducting business or professional activity (entrepreneurs) on their own behalf, which after the registration procedure described in § 3 below will obtain the status of User.
5. The User who is not a natural person may use the System only through persons duly authorized to act on their behalf and for them, taking into account the detailed provisions of § 3 and 4 below, regarding the registration of Users.



§ 3

USER REGISTRATION

1. In order to start using the System it is necessary for the User to register. As part of the registration process, the User gives their e-mail address and password, which they will use each time when logging into their account. In the next step of the registration process the User is obliged to complete the remaining data such as the exact name of the User together with the registered office, address, contact phone, NIP number and contact person's data.
2. At the same time, the User ensures that the data provided by them in the order form are true. Placing an order requires that you read the regulations carefully and indicate in the order form that you have read its content and fully accept its provisions.
3. After the registration procedure described in section 1 above has been successfully passed and the form has been sent, the System will send to the User an e-mail with information that their application is in the process of registration.
4. After verification of the information received, ASSMANN will register the User in the System and the User will be informed of this by e-mail to the address indicated in the form.
5. The User is obliged not to make available to third parties the access ID and password generated for them, used for logging into the System. It is recommended to change the automatically generated access password, using the appropriate option in the User's panel immediately after obtaining it.
6. ASSMANN shall not be liable for any damage caused by the User providing false, incomplete or outdated data during the registration procedure.

§ 4

IDENTIFICATION OF USERS

1. Only registered and logged-in Users can use the System. Each time the User logs into the System, they are required to provide an e-mail address, which they indicated during the registration process and a correct password.
2. In the event of any change in the data provided by the User during registration, the User is obliged to update them before concluding another contract with the Seller. The Seller shall not bear any liability for the performance of the contract on the basis of outdated data, not updated by the User.

§ 5

COMPLAINTS

1. The User is obliged to check whether the goods delivered to them are not defective, immediately upon receipt of the delivery. If the User fails to report the defect immediately and detects it, the goods shall be deemed to have been accepted by them with the defect detected, unless ASSMANN has maliciously concealed the defect.
2. Complaints concerning the delivery of ordered goods shall be handled in accordance with the provisions of the Civil Code.
3. Complaints must be submitted via e-mail or in writing to ASSMANN's address. A correctly formulated complaint



should contain at least the User's data, date of conclusion of the sales contract, subject of the complaint, User's request, all circumstances justifying the complaint.

4. The User will be informed about the resolution of the complaint via e-mail. The Seller shall exercise due diligence to consider the complaint within 30 days of receipt.
5. The submission of the complaint shall not constitute grounds for withholding the payment due to the Seller from the User.
6. The User shall bear the cost of sending the claimed goods to ASSMANN and sending them back to the User.
7. The User absolutely loses their right under the guarantee and statutory warranty in case of improper use of the delivered goods.

§ 6

PERSONAL DATA PROTECTION

1. ASSMANN is a personal data controller within the meaning of the provisions of the Personal Data Protection Act of 10 May 2018. Personal data provided by the User while filling in the form during the registration process are processed by ASSMANN in order to implement the order, for archiving purposes and for marketing purposes related to the functioning of the System, to which the User agrees.
2. Personal data may be transferred to postal operators, courier companies or other data controllers when it is necessary to implement an order or perform a contract concluded with the User, to which the User agrees. Personal data may be transferred to authorised bodies, in particular judicial authorities, on the basis of the applicable law.
3. The Personal Data Controller, in accordance with the principles of the Privacy and Copyright Policy, as well as in accordance with the principles of the Cookies Policy, shall ensure that the User exercises the rights resulting from the Act of 10 May 2018 on the protection of personal data, in particular the right to access to their personal data, the right to correct and control the processing of their personal data, in accordance with the principles resulting from the aforementioned Act.

§ 7

SYSTEM CONTENT

1. The data and information contained in the System websites are for information purposes only and are based on sources that ASSMANN considers reliable and verified. Due to the possibility of errors or omissions caused by activities beyond the control of ASSMANN, ASSMANN shall not be liable for the information presented in the System to be up-to-date, accurate, complete, as well as useful for specific activities of the System Users.
2. ASSMANN reserves the right to change the data and information at a time of its choice, without prior notice to the System Users.
3. The risk related to the use and application of information presented in the System shall be borne by the User. ASSMANN shall not be liable to the System Users or third parties for damage, both direct and indirect, in connection with the use of data and information contained in the System.
4. Due to the limitations of computer technology, the colours presented on the System website may differ from the



actual colours. ASSMANN reserves the right to make changes to the System website at any time and without notice. Changes may be made to all elements of the System. ASSMANN also reserves the right to withdraw products presented in the System or make changes to their characteristics.

§ 8

FINAL PROVISIONS

1. ASSMANN shall not assume liability for the lack of access to the System if it is caused by force majeure factors.
2. ASSMANN reserves the right to cause interruptions in access to the System if they are caused by the need for technical service of the System, maintenance, upgrading, innovation works. The Seller undertakes to exercise due diligence in order to cause technical interruptions in the operation of the System only during the night hours, with the shortest possible duration.
3. To matters not regulated by these Regulations, the provisions of the Civil Code and other relevant laws shall apply, in particular the Act on the provision of electronic services.
4. ASSMANN reserves the right to make changes to the Regulations at any time. When placing an order using the System, the User is always obliged to read the current version of the Regulations. The current version of the Regulations is available at the System website.
5. Any disputes resulting from the application of these Regulations shall be settled by common court with jurisdiction over the Seller's registered office. Unless otherwise specified in the order confirmation, the place of performance of the contract concluded with users is the Seller's registered office.
6. These Regulations come into force on 30.10.2020.

