

General terms of sale of Flügger Poland Sp. z o.o. ENTREPRENEURS

§ 1. General provisions

1. The General Terms and Conditions of Sale (hereinafter "OWS") define the rules for concluding contracts for the sale of goods offered by Flügger Poland Sp. z o.o. with headquarters in Gdańsk, 20A Rakietowa street, entered into the National Court Register kept by the District Court Gdańsk-North in Gdańsk, 7th Commercial Division of the National Court Register under KRS number: 0000122895, NIP: 585-020-55-30, REGON 190564838, share capital: 27 PLN 944,007.00 (hereinafter referred to as "Flügger")
2. OWS apply to all contracts under which Flügger sells goods and / or services to natural persons conducting commercial activity, legal persons and unincorporated organizational units to which the law grants legal capacity (hereinafter: "Buyer") - with the following reservations:
 - a. **OWS ONLY APPLIES IN BUSINESS RELATIONSHIP WITH OTHER ENTREPRENEURS; THEW OWS DOES NOT COVER CONTRACTS OF SALE CONCLUDED BY FLÜGGER WITH CONSUMERS.**
 - b. **OWS for consumers are available in Flügger shops and on the flugger.pl website**
 - c. in the case of contracts concluded with persons with whom Flügger has concluded a separate agreement in writing (hereinafter the "Agreement"), the OWS shall apply only to the extent not regulated by the Contract, and in the event of discrepancies between the provisions of the OWS and the Contract, the Contract shall be decisive;
3. All indications concerning the proper handling of the product and the environment can be found on the labels and in the product card.
4. Current Safety Data Sheets, Product Information and Handling Procedures (application technologies) are available in Flügger stores. Before using Flügger goods, the Buyer should read the information contained in the Safety Data Sheet, Product Information and Operating Procedures.
5. Due to the technology of production and mixing of paints, slight deviations of the goods delivered to the Buyer in terms of quality and / or color in relation to the goods issued by Flügger as an exhibition or offer material, will not be treated as defects in the goods or do not give rise to Buyers' claims for non-compliance of the goods with the contract.
6. Advertising materials, samples, stencils etc. provided by Flügger are illustrative, and the final visual effect, depending on the type of substrate and its properties, the applied technique of product application, the degree of surface gloss, light intensity, etc., may slightly differ from the one indicated in the material.
7. Announcements, advertisements, price lists and other information provided by Flügger, addressed to the general public or to individual persons, shall be considered, in case of doubt, not as an offer, but as an invitation to conclude a contract.
8. If the Buyer uses any contract templates (general terms and conditions of contracts, etc.), the Buyer is obliged to notify Flügger about it at the latest upon placing the order, delivering the full content of such templates to Flügger within this period. In the event that such templates are not delivered to Flügger within this period, it is considered that on the date of concluding the contract with Flügger, the Buyer did not use any contract templates.

§ 2. Price

The current assortment offered by Flügger with the applicable purchase prices is available in Flügger stores.

§ 3. Terms of payment

The current terms of payment of individual Buyers - entrepreneurs are available in Flügger stores.

§ 4. Terms of pickup, delivery

1. The current terms of pickup and delivery of individual Buyers - entrepreneurs are available in Flügger stores.
2. If the Buyer does not provide the list of persons authorized to delivery pickup, it is presumed that the person collecting the goods at the place indicated by the Buyer is authorized by him to collect.

§ 5. Returns

1. Flügger products purchased in stationary stores are not returnable.
2. The exception are products from the group of painting tools:
 - a. product groups 200-205; 210; 211 - paint brushes and rollers,
 - b. product group 215 - painting sticks and paint trays,
 - c. product group 220 - tools for filling and pointing,
 - d. product group 225 - knives, brushes, rollers and wallpaper scissors,
 - e. from product group 229 - tool box,
 - f. from product group 230 - Maxi Flex gloves,
 - g. product groups 260; 265 - tools and sandpaper,
 - h. product group 250 - protective films and mats,

3. The product accepted for return should be originally packed, labeled and showing no signs of use.
4. Return of the above-mentioned products is possible within 14 days of making the purchase but only in the store where the product was purchased. The money will be refunded in the same way that the payment was made.
5. Special conditions of return apply to color samples and Fiona Walldesign catalogs purchased in Flügger paint shops, which may be returned within 3 months from the date of purchase only in the shop where the goods were purchased. The refund will be made upon presentation of the proof of purchase, in the same way that the payment was made.
6. Individual return conditions apply to products of external suppliers distributed in Flügger stores (including Fiona Walldesign, Decor Maison, NMC, Festool, Flex, Mascot, Graco, etc.). Detailed terms of return of these products are determined individually by the manufacturer and are available in Flügger stores.

§ 6. Complaints and limitation of liability

1. Flügger is liable for defects in Flügger's goods only under the warranty for defects, subject to the provisions described in the further part of this section (contractual limitation of the warranty). Any further liability of Flügger towards the Buyer for defects in the goods and for improper performance of the sales contract is excluded.
2. The Buyer loses the rights under the warranty if he did not inspect the items in time and in the manner adopted for such items and did not immediately notify Flügger about the defect, and if the defect came out only later - if he did not notify Flügger immediately after finding it .
3. The Buyer who exercises the rights under the warranty is obliged to deliver the defective item to the place where the item was delivered to the Buyer, when it is necessary to assess the non-compliance of the goods with the contract. In order to speed up the consideration of complaints, the Buyer shall provide a sample of the advertised goods.
4. All complaints should include a description of the non-compliance of the goods with the contract. Complaints should be reported to Flügger in writing to the following address: Flügger Poland Sp. z o.o. ul. Rakietowa 20A, 80-298 Gdańsk, or in electronic form to the e-mail address: expert@flugger.com, with the address of the Flügger store where the advertised product was purchased.
5. When considering complaints, their legitimacy is assessed taking into account the recommended technologies and product information specified in the documents listed in § 1 sec. 3, 4, 7 and 8 of the OWS.
6. Flügger has 30 days from the date of receipt of the complaint request to respond to the complaint. This period may be extended in justified cases.
7. If the complaint is recognized as justified, Flügger may repair the goods, replace the goods with a new one, free from defects. In situations where repair or replacement is impossible or requires excessive costs, Flügger may - instead of repair or replacement - grant a discount on the purchased goods.
8. The Buyer may withdraw from the contract only if the non-compliance of the goods with the contract is not irrelevant. The reduced price should be proportional to the price resulting from the contract in which the value of the defective goods is equal to the value of the defective goods.
9. If the complaint is approved, the Buyer is obliged to complete and sign the documents ending the complaint procedure. The satisfaction of the Buyer's expectations will be made within 14 days of the delivery of correctly completed and signed documents to Flügger Poland Sp. z o.o. ul. Rakietowa 20A, 80-298 Gdańsk.
10. Until the complaint is finally considered, the Buyer is obliged to store the goods under complaint in a proper manner, preventing its possible damage or shortages.
11. Subject to mandatory provisions of law:
 - a. Flügger's liability for lost profits, consequential or indirect damages is excluded.
 - b. Flügger is not liable for damages related to the surfaces on which the goods purchased from Flügger were used, in particular Flügger is not obliged to renovate or repair the surface on which the advertised goods purchased from Flügger were used.
 - c. The total liability of Flügger for damages incurred by the Buyers in connection with the defects of the goods purchased from Flügger is limited to the amount equal to the price of the defective goods purchased from Flügger;
12. In each case, the basis for its consideration by Flügger is, in particular, the proof of purchase, notification in writing or in electronic form, preparation of any photographic documentation and a complaint report by a representative of Flügger, immediately after the complaint is reported by the Buyer. This does not exclude other ways of proving the purchase of goods at Flügger.
13. Flügger shall not be liable for damage caused by improper use, transport or storage of the goods by the Buyer to the extent to which the Buyer was informed about the properties and conditions of use, transport and storage of the goods referred to in § 1 sec. 3, 4, 7 and 8 of the OWS and for errors in execution and design of third parties.
14. The Buyers' rights under the warranty and guarantee are excluded, as well as due to improper performance of the sales contract by Flügger and due to non-compliance of the goods with the contract in each of the following cases:
 - a. The Buyer or a third party (acting on behalf of the Buyer) has used the goods inconsistently with its technical parameters specified in the safety data sheet, product information and label;
 - b. The Buyer or a third party (acting on behalf of the Buyer) made changes to the goods on their own;
 - c. The Buyer or a third party (acting on behalf of the Buyer), after discovering the defect, did not stop the application work performed in accordance with its technical parameters and Procedures, making it impossible to find the defects or made corrections on their own.

15. Unless otherwise stipulated in the mandatory provisions:
 - a. the Buyers' rights under the warranty and guarantee are limited, as well as due to improper performance of the sales contract by Flügger and due to the non-compliance of the goods with the contract in such a way that the exercise of the Buyers' rights of the above-mentioned titles is not possible earlier, than after the Buyer has settled all financial obligations towards Flügger.
 - b. the Buyer resigns from exercising the right of retention, as well as the right to set off his claims.

§ 7. Personal data protection and electronic commercial information. Industrial property.

1. The administrator of personal data is Flügger. The administrator takes special care to protect the interests of data subjects, and in particular ensures that the data collected by him are processed in accordance with the law; collected for specified, lawful purposes and not subjected to further processing incompatible with these purposes; factually correct and adequate in relation to the purposes for which they are processed and stored in a form that allows the identification of persons to whom they relate, no longer than it is necessary to achieve the purpose of processing.
2. Providing personal data is voluntary and requires the express consent of the data subject, although failure to consent to the processing of personal data may result in the inability to provide services by Flügger.
3. When purchasing paint in the Flügger store, the Buyer agrees to the processing of personal data by Flügger. The consent may be revoked at any time.
4. Flügger processes the personal data of the Buyer in order to conclude with the Buyer and perform contracts for the sale of goods purchased in the Flügger paint shop and for marketing purposes.
5. The Buyer has the right to access their personal data and to supplement, update, rectify and correct them at any time, as well as to temporarily or permanently suspend their processing or delete them.
6. The Administrator hereby informs the Buyer that, apart from Flügger, he does not know and does not anticipate any other recipients or categories of data recipients.
7. In accordance with the provisions of the Act of 18 July 2002 on the provision of electronic services (consolidated text - Journal of Laws of 2013, item 1422 as amended), the Buyer agrees to be sent by Flügger electronically to the provided by the Buyer e-mail address for commercial messages and information, in accordance with the provisions of this Act.
8. The sales contract does not transfer to the Buyer any rights to trademarks, designs, patents, personal and proprietary copyrights, etc. goods delivered by Flügger, including documentation, may contain the intellectual property of Flügger. The Buyer will take all measures to protect Flügger's intellectual property. The same applies to promotional material provided by Flügger.

§ 8. Final Provisions

1. OWS and contracts concluded on the basis of the OWS are subject to Polish law.
2. In the first place, Flügger and the Buyer will strive for an amicable settlement of any disputes arising in connection with the performance of contracts covered by the OWS.
3. In the absence of an amicable settlement of the matter, disputes shall be resolved by a common court having jurisdiction over the Flügger seat.
4. Delay in payment by the buyer in connection with the performance of contracts covered by these OWS may result in charging interest on delayed payments by Flügger.
5. If some provisions of the OWS are invalid, the remaining provisions of the OWS shall not lose their validity.
6. The regulations are effective from the date of their publication and may be changed by Flügger for important reasons: (i). issuance by a common court of a ruling or issuance by a state authority of a decision resulting in the necessity to amend the OWS, (ii) changes to the legal regulations in the scope of activities conducted by Flügger, (iii). a significant change in the market situation in the scope of activities carried out by Flügger, (iv). improving the security, functionality or level of protection of personal data by Flügger, (v). extending or improving the functionality of Flügger paint stores or resigning from providing some functionalities within the Flügger paint stores.
7. The change to the OWS is valid on the date given by Flügger, not earlier however, than within 10 days from the date of disclosure of the information about the change in Flügger shops and at the company's headquarters along with the unified text of OWS. Orders for goods placed before the entry into force of the new OWS are subject to the rules set out in the existing OWS; the amendment to the OWS does not affect the rights and obligations of the parties to the contract for the sale of goods established before the entry into force of this amendment.