

TERMS AND CONDITIONS OF THE B2B PLATFORM <https://b2b.gtv.com.pl>

§ 1 Preliminary provisions

1. The B2B platform is an electronic Business-to-Business platform operated at <https://b2b.gtv.com.pl> by GTV Poland spółka akcyjna (formerly: *GTV Poland spółka z ograniczoną odpowiedzialnością spółka komandytowa*) with its registered office in Pruszków (05-800 Pruszków), ul. Przejazdowa 21, entered into the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS No.: 0000938133, NIP (TAX No): 5342505912.
2. These Terms and Conditions define the rules and procedures for the conclusion of contracts of sale of products with entrepreneurs through the B2B platform and the terms of provision of free services by the Seller electronically, consisting of the access to the B2B platform for Clients.

§ 2 Definitions

1. **Seller** - GTV Poland spółka akcyjna (formerly: *GTV Poland spółka z ograniczoną odpowiedzialnością spółka komandytowa*) with its registered office in Pruszków (05-800 Pruszków), ul. Przejazdowa 21, entered into the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS No.: 0000938133, NIP (TAX No): 5342505912.
2. **Buyer (Customer)** - any entity that is an Entrepreneur who has gained access to the Account, enabling the use of the B2B Platform, in particular the conclusion of Contracts for the sale of Products.
3. **Entrepreneur** - a legal person or an organizational unit that is not a legal person, which has been granted legal capacity under a separate act, performing business activity, or a natural person running a business, concluding a Sales Agreement for the purpose related to his business or professional activity, when this Agreement is of a professional nature for him, carrying out economic activity within the meaning of applicable law.
4. **B2B Platform** - an electronic platform operated by the Seller at <https://b2b.gtv.com.pl>, providing remote services for Buyers in the Business-to-Business model, including in particular the possibility to place orders and conclude Sales contracts for products therein.
5. **Sales Contract** - a contract of sale of the Products concluded with the Buyer on the B2B Platform, based on which the Buyer purchases the Products from the Seller against payment of the agreed price. A contract of sale shall be deemed to have been concluded in accordance with § 6 of these Terms and Conditions.
6. **Regulations** - this document.
7. **Order** - a document generated by the Buyer using an interactive form on the B2B Platform. The document constitutes a purchase order for the Product(s) available on this Platform and aims to conclude a Sales Contract with the Seller.

8. **Confirmed Order** - a document generated upon verification of the Order (Buyer) by the Customer Service Office, confirming the conclusion of the Sales contract. The Confirmed Order is visible in the Customer's Account and is sent to the specified e-mail address of the Customer.
9. **Account** - the Buyer's individual account on the B2B Platform, which stores the Buyer's data and information about the Orders placed by the Buyer. An Account allows the Buyer in particular to add Products to the Cart, generate Orders, conclude Contracts for the sale of Products, supervise the execution thereof and to contact the Customer Service Office. Access to an Account is only possible upon registration on the B2B Platform and the opening of an Account by the Customer Service Office. The Seller may enable the Buyer to use its Account by persons indicated by the Buyer (the so-called Users). Upon receipt of such a request, the Customer Service Office assigns login data to each User, enabling them to log in the Buyer's Account, however under their own individual designation.
10. **Registration form** - an interactive form to be filled in by the Buyer in order to create an Account on the B2B Platform by the Seller. The form is available in electronic form. The completed Registration Form is sent to the Customer Service Office for verification and setting up an Account.
11. **Cart** - an element of the B2B Platform software assigned to the respective Buyer's Account, displaying the Products selected by the Buyer, to be ordered at the moment chosen by the Buyer.
12. **Product** - a movable item available on the B2B Platform which may be the subject of a Sales Contract concluded between the Buyer and the Seller. Products include in particular furniture accessories, lighting accessories, tools, and protective clothing and accessories.
13. **User** - a Buyer or a person or persons indicated by the Buyer as authorised to contact the Seller, who are authorised to operate the Account on behalf of the Buyer, i.e. in particular to place Orders and perform other actions aimed at concluding Sales contracts.
14. **Customer Service Office (also referred to as BOK)** - the Seller's employees dealing with Customer service, in particular responsible for the opening of Customer Accounts, as well as for accepting, approving, confirming and executing the Buyers' Orders, creating Confirmed Orders via the B2B Platform. The Customer Service Office is open on the days and times indicated on the B2B Platform.

§ 3 Technical information

1. Requirements for the use of the B2B Platform, including browsing the assortment and placing Orders for the Seller's Products:
 - a) a terminal device with access to the Internet and an up-to-date Chrome or Firefox web browser,
 - b) an active electronic mail (e-mail) account,
 - c) enabled cookies,
 - d) an active mobile phone number to send an sms message containing a password or to contact the User directly.

2. The Seller is not an Internet service provider or a provider of other publicly available telecommunications services within the meaning of the Telecommunications Law and waves any responsibility for events beyond the Seller's control that affect the aforementioned services.

§ 4 Opening an Account on the B2B Platform

1. Creating an Account on the B2B Platform requires registration using the interactive Registration Form available on the website <https://b2b.gtv.com.pl> and submission of the statements/agreements required by the Seller, including reading and accepting these Terms and Conditions of Service.
2. Upon receipt of the Registration Form, the Customer Service Office verifies the Buyer's data and upon a positive verification result, the Buyer is registered and an Account is opened for the Customer on the B2B Platform. The Customer shall be notified at the e-mail address provided in the Form about Account registration and shall receive a password and login enabling to log into the Buyer's Account.
3. In justified cases, the Seller may refuse to register an Account.
4. The Buyer may place orders for Products from the Seller's assortment presented on the B2B Platform after logging in the Account.
5. The opening and maintenance of the B2B Platform Account by the Seller is free of charge.
6. Depending on the Buyer's needs, the Seller, upon the Buyer's request, may grant access to an Account to a User or Users who log into the Account using individual login data assigned by the Customer Service Office.
7. In the event of a change of User, the Buyer is obliged to immediately inform the Customer Service Office by e-mail thereof.
The Customer Service Office shall immediately block access to the Account of this User and - upon request of the Buyer - assign login data for the new User. If the Customer Service Office is not informed of the changes, the Buyer shall be liable for any resulting damage.
8. The Buyer is entitled to use the Account only for the purposes of its own business activity and undertakes not to share the login and password with unauthorised entities. Should the login and password be made available to unauthorised entities and any damages resulting thereof on the part of the Seller, the Buyer shall be obliged to compensate for this damage in full.
9. The Buyer uses the B2B Platform at its own responsibility and shall be liable for the actions performed within the B2B Platform. Furthermore, the Buyer shall be fully liable for the actions of Users and other persons to whom they shared a password and login. Sales contracts concluded in connection with orders placed via the Customer Account are deemed to have been concluded on behalf of the Customer and shall be binding upon the Customer.
10. The buyer may delete the Account at any time, without giving any reason and without any additional fees on this account, by sending an appropriate request to the Customer Service Office, in particular via e-mail or in writing to the address of the Seller indicated in §9, section 2 of the Regulations.

11. The Seller reserves the right to block or delete the Buyer's Account, if it considers its actions to be in breach of applicable regulations, third party rights, rules of social coexistence or provisions of these Terms and Conditions.

The Seller shall also have the right to block the Customer's Account in the event of the deterioration of the Customer's financial situation, the Customer's insolvency, debt collection activities against the Customer or the Customer's delay in payments to the Seller. If the Buyer is inactive on the B2B Platform for a period of at least 3 (three) calendar months, the access of this Customer to the Account may be automatically blocked.

12. Upon a justified request of the Buyer, the Seller may restore access to the Account, and if the Account has been deleted - to restore it according to the procedure indicated in § 4.
13. Seller waives the responsibility for any disruptions and interruptions in the functioning of the B2B Platform caused by circumstances beyond the control of the Seller and caused by necessary technical work on the operation of the website on which it is hosted.
14. The Seller waives the responsibility for any interference resulting from defects in the equipment used by the Buyer, including low quality electronic equipment used by the Buyer, as well as technical conditions on the part of Internet providers, or any technical interference, and any events caused by the circumstances beyond the Seller's control. Any liability of the Seller to the Buyer for interruptions in the functioning or malfunctions of the B2B Platform is excluded.

§ 5 Product and price information

1. The Seller presents information about the Products on the B2B Platform, along with the detailed parameters thereof. This information does not constitute an offer within the meaning of the Civil Code Act of 23 April 1964 (i.e. 10 May 2018, as amended).
2. The prices indicated on the B2B Platform will be confirmed by the Seller on a case-by-case basis, in particular based on the individual commercial conditions between the Seller and the Buyer (the final price is to be confirmed by the Seller as part of the Confirmed Order). Prices are net prices and exclude delivery costs. Value added tax will be added to the price in accordance with applicable law, as per the day of issuing the VAT invoice..
3. The Seller endeavours to keep the information about the Products on the B2B Platform up to date.
4. The Seller reserves the right to change the presented prices of the Products on an ongoing basis, as well as to conduct and cancel all kinds of promotional actions and sales.
5. Promotions organized on the B2B Platform are not cumulative, unless explicitly indicated by the Seller in the terms and conditions of the respective promotion or on the B2B Platform.
6. The final (definitive) amount to be paid by the Buyer shall comprise of the price for the Product and the cost of delivery (including transport charges), as notified to the Buyer in the Confirmed Order and which shall be determined in accordance with the individual commercial conditions between the Seller and the Buyer.

§ 6 Principles for placing an Order and concluding the Sales contract

1. Orders can be placed 24 hours a day, 7 days a week via the B2B Platform.
2. In order to make a purchase, an Order must be placed as follows:
 - a) logging into the Account,
 - b) choosing the Product(s) to be purchased and then clicking on the "Add to cart" button,
 - c) clicking on the "Order" button.
3. The Order is placed when the Buyer presses the "Order" button. Subsequently, the Order is generated and automatically sent to the Customer Service Office for further processing. The relevant information is also sent to the specified e-mail address of the Customer.
4. The Customer Service Office confirms the availability of the Products which are the subject of the Order, indicates the final price and quantity of the Products in question less any discounts granted, and proceeds with a verification of the correctness of the data provided. As a result of the full acceptance of the content of the Customer's Order by the Customer Service Office, a Confirmed Order document is created, which is also automatically visible in the Buyer's Account and sent to the relevant e-mail address of the Customer. When the Confirmed Order is sent to the Customer by e-mail, the Sales Agreement is concluded on the terms specified in the Confirmed Order.
5. Should the processing of an Order placed by the Customer be impossible, the Seller shall immediately contact the Customer and inform about the changed conditions. Once the content of the revised Order is agreed, the Customer Service Office creates a Confirmed Order and a Sales contract is concluded on the terms and conditions indicated in the Confirmed Order.
6. The Seller shall inform the Buyer about the estimated time of performance of the Sales contract at the indicated e-mail address.
7. In the event of any errors in the Order or in the Buyer's data, the Seller shall attempt to contact the Buyer in order to correct or complete them. In case the Buyer cannot be contacted or errors cannot be corrected, the Seller may cancel the Order and inform the Buyer thereof. Notwithstanding the foregoing, the Buyer shall be obliged to immediately report any errors in the Order. The Buyer shall be liable for execution by the Seller of a Confirmed Order created on the basis of erroneous data indicated by the Buyer.
8. The Seller reserves the right to temporarily limit the availability of Products, withdraw certain Products without giving reasons, and to change technical parameters of the Products. The photographs or images of the Products presented on the B2B Platform are used for illustrative purposes only.
9. The Seller waives any responsibility for the lack of Products availability, any interruptions in access to the B2B Platform, for downtimes in the possibility of placing and processing Orders, as well as for any changes in prices. Furthermore, the Seller waives the liability for the Buyer's lost profits.

§ 7 Performance of the Sales contract and the commercial terms and conditions binding between the Buyer and Seller

1. The Seller shall issue a VAT invoice to the Buyer for the Products sold based on the details specified in the Confirmed Order.
2. The Sales contract concluded with a Buyer shall be executed on the basis of detailed business conditions binding in economic relations between the Seller and a respective Buyer, in particular with regard to payments, settlements, delivery, claims and guarantees. Ordering Products via the B2B Platform, in the absence of any special complaint and warranty conditions specified in the preceding sentence, shall be construed as a consent to the acceptance of the terms of the Regulations for complaints and guarantees in force at the Seller.

§ 8 Provision of electronic services

1. The Seller provides the following electronic services by electronic means within the meaning of the Act of 18 July 2002 on the provision of electronic services (i.e. of 9 June 2017, as amended):
 - a) the service of maintaining a Buyer Account on the B2B Platform, which facilitates the placing of Orders, the conclusion of Sales Contracts and the review of the history of Sales Contracts,
 - b) the service of concluding Sales contracts remotely.
2. The Buyer and the Seller conclude an agreement for the provision of electronic Services in order to provide Electronic Services. The contract for the provision of services by electronic means consisting in the access to the B2B Platform for online sales is concluded upon the opening of the Buyer's Account.
3. Electronic services are provided free of charge.
4. Upon deletion of the Customer Account, the agreement for the provision of electronic services is terminated.

§ 9 Contact

1. The Buyer may contact the Seller through the Seller's sales representative or the Customer Service Office - via e-mail. The contact details of the Customer Service Office can be found on the B2B Platform.
2. Any declarations requiring a written form under the Terms and Conditions should be sent to the following address of the Seller:
GTV Poland spółka akcyjna, ul. Przejazdowa 21, 05-800 Pruszków,
with a note "B2B Platform".

§ 10 Final provisions

1. These Terms and Conditions of Service shall enter into force on 25 March 2022 and supersede any other previously existing Terms and Conditions of Service governing the functioning of the B2B Platform.

2. In matters not regulated herein, the provisions of Polish law shall apply, i.e. in particular the Civil Code and the Act on the provision of electronic services.
3. The provisions of the Terms and Conditions in the version in force on the date of conclusion of the Sales contract shall apply to the Sales contract concluded between the Seller and the Buyer.
4. The Seller reserves the right to amend the Terms and Conditions, without giving any reason. Any changes to the Terms and Conditions shall be as of the date indicated by the Seller. The Seller will inform the Buyer of any change at least 7 days in advance via the B2B Platform and email.
5. The use of the B2B Platform by the Buyer constitutes acceptance of the contents of the Terms and Conditions.
6. The Terms and Conditions, in their current version, are provided to the Buyer, free of charge, through the B2B Platform, in a form that can be downloaded, saved, and printed.
7. These Terms and Conditions and the Sales contract, that is concluded based on them, shall be governed by Polish law.
8. Any disputes between the Seller and the Buyer concerning the performance of the Sales contract, including the manner of handling complaints submitted by the Buyer, may be settled out of court in an amicable manner.
9. In the event that an amicable settlement of the dispute in the relations between the Seller and the Buyer proves impossible, the disputes shall be settled by the Polish court having jurisdiction over the registered office of the Seller.