

TERMS AND CONDITIONS OF USE OF SALUMANUS PLUS PLATFORM

§ 1. GENERAL PROVISIONS

1. These “Terms and Conditions of Use of SALUMANUS PLUS PLATFORM” (hereinafter referred to as the **Terms and Conditions, T&Cs**) set out the principles of use of the SALUMANUS information system under the name SALUMANUS Plus PLATFORM, made available at the domain addresses: plus.salumanus.com and salumanus.com (hereinafter referred to as the **PLATFORM**), enabling access to information, including terms and conditions of contracts, and electronic conclusion and execution of contracts, in accordance with the provisions of the Terms and Conditions.
2. The PLATFORM is provided by SALUMANUS sp. z o.o. with its registered office at ul. Walerego Sławka 8a, 30-633 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Economic Division of the National Court Register under number 0000354228, NIP (Tax ID) 679-303-33-67, REGON (National Court Registry) 121206305, e-mail: biuro@salumanus.com, phone no.: 12 294 00 01, hereinafter referred to as **SALUMANUS**.
3. All rights to the PLATFORM and its components, including, in particular, the computer software used to operate the PLATFORM or the services provided as part of the PLATFORM and the information provided, the design of the website and its graphic design, all graphic and text works, as well as the databases, including images and descriptions, as well as the domain name plus.salumanus.com and salumanusplus.com are vested in SALUMANUS and may not be used to any extent without consent of SALUMANUS and in a manner contrary to the Terms and Conditions.
4. The T&Cs are made available at SALUMANUS head office and on the PLATFORM. The T&Cs may be downloaded from the place of publication and, once recorded on a medium, stored and reproduced in the ordinary course of activity. The Terms and Conditions are a model contract to the extent regulated therein, within the meaning of Art. 384 et seq. of the Act of 23 April 1964 on the Civil Code.
5. In the case of Counterparties who have signed a commercial cooperation agreement, framework agreement or other agreement with SALUMANUS, which defines the principles of cooperation between the Counterparty and SALUMANUS, the agreement shall apply to transactions concluded via the PLATFORM, and its provisions shall take precedence over the provisions of the Terms and Conditions.

§ 2. DEFINITIONS

1. “**Counterparty**” - means an entrepreneur within the meaning of the provisions of the Act of 23 April 1964 on Civil Code, a party to a contract concluded with SALUMANUS within the scope of access to the PLATFORM.
2. “**Password**” - a unique set of characters used to authorise access to the PLATFORM, meeting the minimum requirements of the law.
3. “**Login**” - identification of the Counterparty in the PLATFORM,
4. “**ID Number**” - numerical designation of the Counterparty in the SALUMANUS information system,

5. **“Email”** - email address provided by the Counterparty during registration, to which the Login and Password will be sent, used for communication between the Parties and for the transmission of any information or documents to the Counterparty in cases where the Regulations provide for such a transmission route, as well as for the transmission of commercial information within the meaning of the Act on Provision of Electronic Services. The Counterparty declares that all information and statements provided by it through email will always and exclusively be those of the Counterparty (or persons authorised to represent it).
6. **“Registration Form”** - a form provided on the PLATFORM salumanusplus.com, used for provision of data of an entity submitting the registration request on the PLATFORM.
7. **“Terminal Device”** - any device with access to the public Internet network through which the Counterparty is able to use the resources of the PLATFORM.
8. **“Delivery Service”** - service of delivery of Goods ordered via the PLATFORM, carried out by Shipping Companies on behalf of the Counterparty.
9. **“Goods”** - goods offered by SALUMANUS, in particular electronic equipment, computer software and accessories, office accessories, etc., purchased by the Counterparty on the basis of a contract concluded through the PLATFORM.
10. **“Service”** - a service provided to the Counterparty in accordance with the Counterparty's wishes, offered by SALUMANUS in a given scope and at a given price in connection with the conclusion of a contract via the PLATFORM.
11. **“Account”** - a set of resources and privileges within the PLATFORM system assigned to a specific Counterparty, access to which requires a valid Login and Password.
12. **“Guarantee”** - a declaration by SALUMANUS which sets out its obligations as guarantor and the rights of the Counterparty in the event of purchase of Goods which do not meet the characteristics set out in such a declaration.
13. **“SALUMANUS Warehouse”** - the location where SALUMANUS stores Goods in Kraków at ul. Christo Botewa 6A (30-722 Kraków), e-mail address: magazyn@salumanus.com, tel.: +48 12 294 00 01 ext. 80.
14. **“Related Entities”** - companies affiliated with SALUMANUS, of which SALUMANUS is a partner, shareholder or stockholder, or SALUMANUS partners, shareholders or stockholders.
15. **“SALUMANUS Service Department”** - an organisational unit of SALUMANUS, processing warranty requests related to defects in the Goods, e-mail: serwis@salumanus.com; +48 12 294 00 01 ext. 90
16. **“DH SALUMANUS”** - the SALUMANUS organisational unit responsible for the functioning of Counterparty accounts on the PLATFORM in accordance with the T&Cs, dealing with the execution of contracts concluded through the PLATFORM. Contact with DH SALUMANUS is possible by email sales@salumanus.com, by telephone +48 12 294 00 01 or through the Assistant.
17. **“Assistant”** - DH SALUMANUS employee responsible for day-to-day contact with the Counterparty. The Counterparty will be informed of the assigned Assistant by email.
18. **“Shipping Companies”** - entities professionally engaged in the transportation of Goods.

19. **“Service Provider”** - an entity external to SALUMANUS providing services within the meaning of the Civil Code.
20. **“Personal Data Controller”** - means the controller within the meaning of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter “GDPR”)
21. **“Insurer”** (in relation to the Credit Limit) - an entity engaged in insurance activity which is also a party to an insurance contract, on the basis of which it is obliged to pay compensation or other benefits in the event of the occurrence of a specific fortuitous event, in particular non-payment for the Goods ordered by the Counterparty.
22. **“Credit Limit”** - a revolving trade credit making it possible to place orders with payments deferred to a later date, granted at the Counterparty’s request, whose amount and dates of deferred payments have been established by SALUMANUS.
23. **“End Customer”** - the entity designated by the Counterparty to be the recipient of the Goods ordered by the Counterparty.
24. **“User”** - the person for whom the Sub-Account has been opened. Whenever these Terms and Conditions refer to the Counterparty, it shall be understood as the User.
25. **“Main Account Authorised Person”** - the natural person authorised by the Counterparty to use the PLATFORM Main Account on its behalf and to perform all actions through this account, including placing orders, concluding contracts and creating Sub-Accounts. Whenever the Terms and Conditions refer to the Counterparty, it shall be understood to mean the Master Account Authorised Person.

§ 3. TYPES AND SCOPE OF ACTIVITIES CARRIED OUT VIA THE PLATFORM

1. In line with these Terms and Conditions and the appendices to the Terms and Conditions (hereinafter referred to as Appendices), which form an integral part thereof, via the PLATFORM, the Counterparty is able to:
 - Purchase Goods and Services offered by SALUMANUS, in particular those specified in the Terms and Conditions, on the basis of contracts concluded through the PLATFORM.
 - Acquire and exchange information regarding warranty claims for Goods submitted by the Counterparty to the SALUMANUS Service Department.
 - Obtain information on the possibility of ordering Delivery Services from the Shipping Company for Goods purchased by the Counterparty from SALUMANUS to the address indicated by the Counterparty, including the costs for the Delivery Services. The rules and costs of delivery are set out in detail on the PLATFORM and the Counterparty will be able to read them before concluding the contract.
 - Acquire and exchange financial and accounting information concerning payments and settlements between the Counterparty and SALUMANUS, sales documents, and in particular to view invoices issued by SALUMANUS to the Counterparty.
 - Become familiar with information provided by SALUMANUS, e.g. on the offered range of Goods, prices, attachments and other contents made available electronically by SALUMANUS.

- Add its e-mail address to mailing lists of its choice in order to receive commercial information from SALUMANUS and Related Entities electronically.
 - Designate the persons authorised to carry out, in its name and on its behalf and under its responsibility, certain activities related to the commercial cooperation of the Parties by creating Sub-accounts and assigning specific privileges.
2. Activities performed via the PLATFORM are carried out electronically, unless the Terms and Conditions state otherwise.
 3. SALUMANUS carries out its activities through the PLATFORM independently. To the extent indicated on the PLATFORM, the Counterparty may, via SALUMANUS, make use of services provided by Service Providers in which SALUMANUS does not participate, in particular the Delivery Service.
 4. SALUMANUS complies with the law and the principles of professional trade in its activities.

§ 4. CONDITIONS OF USE OF THE PLATFORM

1. The Counterparty, while using the PLATFORM, is obliged to use this system in accordance with the Terms and Conditions. In particular, it is forbidden to engage in any behaviour that violates the law and the rights of SALUMANUS and third parties, as well as for the Counterparty to provide unlawful content.
2. A condition of using the PLATFORM is:
 - the Counterparty's fulfilment of the technical requirements necessary to cooperate with the SALUMANUS ICT system (Appendix 1),
 - the Counterparty's fulfilment of the requirements for registration on the PLATFORM and successful completion of the registration, in accordance with the procedure set out in § 5 of the Terms and Conditions,
 - acceptance of the Terms and Conditions in accordance with § 5 of the Terms and Conditions.
3. The use of the Platform, and in particular obtaining of any information by the Counterparty, performance of any actions, including the conclusion of contracts and the ordering of Goods available through the PLATFORM, is possible after logging in to the PLATFORM, i.e. after the Counterparty has entered the authorisation data, i.e. Login and PASSWORD, assigned by SALUMANUS and entered by the Counterparty via the PLATFORM.
4. If the conditions of use of the PLATFORM are fulfilled, SALUMANUS provides a single access to the PLATFORM activated with a Login and Password - the so-called Main Account. From the level of this Account, the Counterparty can independently create other Accounts (so-called Sub-accounts) for persons selected by the Counterparty, who, via the Sub-accounts, will undertake actions in the name of and on behalf of the Counterparty. By creating a Sub-Account, the Counterparty authorises the persons for whom the account was generated to carry out any activities via this account, including placing orders and concluding contracts.
5. In case of a Counterparty that is not a natural person and for which two or more persons are required to represent it, in order to use the PLATFORM, SALUMANUS may request the designation of the Main Account Authorised Person. In the event of such a request by SALUMANUS, the designation of the Authorised Person for the Main Account shall be made in accordance with the procedure set out in § 5 of the Terms and Conditions. Any change in the details of, or revocation of the authorisation given to the Main Account Authorised Person

should be reported immediately by the Counterparty by e-mail to DH SALUMANUS. In the event that the Counterparty wishes to designate a new Authorised Person for the Main Account, it shall do so in accordance with the procedure set out in § 5 of the Terms and Conditions.

6. In case of Counterparties other than those described in item 5, a Authorised Person for the Main Account may also be designated at the request of SALUMANUS or on the initiative of the Counterparty. In such a situation, the provisions of item 5 shall apply mutatis mutandis.
7. The Login and Password are the exclusive parameters for authorising access to the PLATFORM. Accordingly, the Counterparty should secure this data against unauthorised access. The Counterparty shall not be entitled to sell or transfer to others (except as indicated in item 4 above) access to the Main Account or Sub-Accounts. The Counterparty is responsible for all consequences associated with the use of the Login and Password within the Main Account and the Sub-Accounts created by it. In particular, actions made using the Login and Password and from within the Sub-Account will be deemed to have been made by the Counterparty. In the event that the Password is lost, taken over by unauthorised persons, and in the event that the authorisation given to the Main Account Authorised Person or to the User is withdrawn, the Counterparty is obliged to report this immediately to DH SALUMANUS and to change the Password immediately. SALUMANUS may block the processing of orders until SALUMANUS has been informed by the Counterparty that the Password has been changed. If the Counterparty enters incorrect login details five times, SALUMANUS reserves the right to block access to the Account. In the event that access to the Account is blocked as a result of the repeated input of incorrect login data, the Counterparty wishing to regain access is obliged to immediately notify DH SALUMANUS thereof. Upon receipt of the above information, DH SALUMANUS will verify and then unblock access to the Account.
8. SALUMANUS endeavours to ensure that the PLATFORM is available uninterruptedly, but bearing in mind the need for data updates, maintenance work, ongoing development of the PLATFORM and legal requirements, SALUMANUS stipulates:
 - the possibility of a temporary lack of access to the PLATFORM in the event of the need for repairs, maintenance or expansion of the systems and media used for the PLATFORM carried out by SALUMANUS or third parties, as well as in cases of unavailability of the media necessary for the use of the PLATFORM for reasons not attributable to SALUMANUS,
 - the right to block access to the PLATFORM for Counterparties who are reasonably suspected of using the PLATFORM in violation of the law or the Terms and Conditions.
9. In the cases referred to in § 4.6, SALUMANUS shall take measures to enable Counterparties to find out about the lack of access to PLATFORM, specifying the reason for this, unless this is impossible or seriously impeded due to circumstances causing the lack of access to the PLATFORM. SALUMANUS shall not be liable for damages caused by the lack of access to the PLATFORM, unless this is due to wilful misconduct.
10. SALUMANUS uses appropriate software to protect the content of the communications exchanged as part of the activities carried out on the PLATFORM from access by unauthorised persons (including preventing the acquisition and modification of personal data processed through the PLATFORM). However, the use of the internet, including e-services, may involve risks involving various forms of third-party interference. Risks associated with the use of ICT systems include, in particular: the possibility of receiving spam, (i.e. unsolicited information transmitted electronically); computer viruses (i.e. software that infects files); Internet worms (so-called worms - harmful software with the ability to self-replicate data); spyware (i.e. software that spies on the Counterparty's activities online);

phishing (i.e., the interception of passwords through security breaches); sniffing (i.e., involving the use of a data interception programme; the operation of illicit devices that allow unauthorised access to data, including those performing cryptanalysis to break or bypass security). As a basic condition for mitigating such risks, the Counterparty must use original computer software and use programmes to counteract security breaches in the Counterparty's IT systems. In this regard, SALUMANUS hereby stipulates that the measures used to secure the PLATFORM may not guarantee the complete security of the information transmission, in particular due to the technical limitations of the PLATFORM and the lack of knowledge of the Counterparty's security measures of its terminal equipment. For the above reasons, SALUMANUS does not guarantee that the data sent via the Internet will reach the Counterparty in an error-free, complete and full form. The Parties are obliged to inform each other of any suspected breach of security of electronic data transmission.

11. The PLATFORM uses cookies, which are used to carry out activities performed via the PLATFORM. Cookies are IT data, in particular text files, which are stored on the Counterparty's terminal device and used by the server to recognise the Counterparty's terminal device upon connection and to use the websites. Cookies are divided into temporary cookies - remembered until the browser is closed - and cookies with a specific expiry date. The mere sending of cookies to the browser does not in any way violate the privacy of the Counterparty. The information contained in cookies may only be used by the website from which they were sent.
12. Cookies are used to collect information related to the use of SALUMANUS websites, including the PLATFORM by the Counterparty. On SALUMANUS websites, cookies are used to:
 - adapt the content of the websites to the Counterparty's preferences and needs and to optimise the use of the PLATFORM. Cookies make it possible to recognise the Counterparty's terminal device and authenticate the Counterparty on the PLATFORM,
 - to collect general and anonymous statistical data defining how the SALUMANUS websites, including the PLATFORM, are used, which enables analysis of individual needs of Counterparties and improvement of the structure and content of the services provided,
 - present information provided on the SALUMANUS website taking into account the interests of the Counterparty.
13. The Counterparty may independently and at any time change its settings regarding cookies so as to disable the storage of all or some cookies or to obtain information about their placement on the Counterparty's terminal equipment each time. The Counterparty may also delete cookies at any time. This can be done via the settings in the web browser. Detailed information on how to handle cookies, including disabling their download and storage, is available in the software settings of your Internet browser, as well as in the support information provided by the software provider and/or browser manufacturer. Disabling cookies in the browser may cause some features of SALUMANUS websites, including the PLATFORM, to be difficult or inoperable and may affect how the website is displayed.

§ 5. REGISTRATION ON THE PLATFORM

1. By means of the PLATFORM, SALUMANUS concludes contracts for the sale of Goods and provision of Services exclusively with entrepreneurs conducting business activities converging with the activities conducted by SALUMANUS. Accordingly, the condition for registering a Counterparty on the PLATFORM is to perform business activity confirmed with an entry in the relevant register.
2. In order to register on the PLATFORM, an entity meeting the requirements specified in § 4.2 of the T&Cs is obliged to:
 - complete and submit the Registration Form electronically,
 - if requested by SALUMANUS, to complete, sign, scan and email to DH SALUMANUS the Main Account Authorisation Declaration, attached as Appendix 2 to these Terms and Conditions. The declaration may also be communicated to DH SALUMANUS in writing. The sending or transmission of the Declaration may also take place on the initiative of the Counterparty itself (without a request from SALUMANUS), particularly in the case of a Counterparty who is a natural person and also in the situation where, according to entries in the relevant register, a Counterparty who is not a natural person may be represented by a single person.
3. In the case of:
 - submission of the Registration Form or Authorisation without providing all the information indicated therein,
 - the data provided in the Registration Form or Authorisation being found to be inconsistent with the Counterparty's registration data, registration on the PLATFORM will not take place.

Notwithstanding the foregoing, SALUMANUS, in any case, may refuse to register a Counterparty on the PLATFORM without giving reasons for the refusal.

4. The Counterparty is obliged to inform DH SALUMANUS of any changes to the data provided during registration on the PLATFORM.
5. If the registration process is successfully completed, DH SALUMANUS will send an email to the email address belonging to the user of the respective Counterparty:
 - confirmation of registration,
 - Login and Password.

When logging into the PLATFORM for the first time, each user is required to change their password to accept the Terms and Conditions. The fact that the Terms and Conditions have been accepted is noted and recorded by SALUMANUS. Failure to accept the T&Cs makes it impossible to use the PLATFORM. Sub-account Users are also obliged to accept the Terms and Conditions when logging in for the first time.
6. Users registered on the PLATFORM on the effective date of changes to the Terms and Conditions, in order to continue using the PLATFORM, are obliged to accept the provisions of the Terms and Conditions at the time of their next login from the date of introduction of the changes to the Terms and Conditions.
7. Upon confirmation of registration in accordance with items 5 and 6 above, the accepted Terms and Conditions will apply to all contracts concluded by the Counterparty via the PLATFORM.
8. In order for the Counterparty to log into the PLATFORM it is required to use the Login and Password by entering them in the appropriate fields on the PLATFORM.

9. The Counterparty has the right to lodge a complaint relating to the functioning of the PLATFORM in the form of:
 - electronic communication via the PLATFORM using the form: "Report an error", which can be found at the bottom right of the page,
 - by e-mail sent to DH SALUMANUS.

§ 6. SERVICES PROVIDED FREE OF CHARGE

1. SALUMANUS provides an electronic free of charge service of maintaining a Main Account and Sub-Accounts, as well as the Newsletter service.
2. Subject to the provisions of these Terms and Conditions, free services are provided 24 hours a day, 7 days a week. SALUMANUS reserves the right to select and change the type, forms, time and manner of granting access to the selected listed services, of which it will inform Counterparties in a manner appropriate for amending the Terms and Conditions.
3. The Account service is available after registration, under these Terms and Conditions.
4. The Newsletter service is provided to each registered Counterparty who ticks the relevant box in the registration form during registration.
5. The Newsletter service is based on electronic messages being sent by SALUMANUS to the Counterparty's e-mail address containing information about products or services offered by SALUMANUS. The Newsletter is sent by SALUMANUS to all Counterparties who have subscribed to it.
6. Each Newsletter addressed to Counterparties contains, in particular:
 - information about the sender;
 - completed "subject" field, specifying the content of the message, and
 - information on how and where to unsubscribe from the free Newsletter service.
7. The Counterparty may submit comments to SALUMANUS in connection with the use of the abovementioned free services. Comments should be submitted electronically. SALUMANUS shall, as far as possible, but no later than within 21 (twenty-one) working days, respond to the Counterparty's justified objections using the Counterparty's e-mail address provided with the submitted comments.
8. The Counterparty may unsubscribe from the Newsletter at any time by unsubscribing via the link provided in each email sent as part of the Newsletter service.
9. SALUMANUS shall be entitled to block access to accounts and free services in the event that the Counterparty acts to the detriment of SALUMANUS or other SALUMANUS customers, the Counterparty violates the law or the provisions of the T&Cs, as well as when the blocking of access to accounts and free services is justified by security reasons - in particular: the Counterparty's breaking of the PLATFORM security or other actions compromising the security of the PLATFORM and data transmission (so-called hacking actions). The blocking of access to accounts and free services for the aforementioned reasons shall last for the period necessary to resolve the issue giving rise to the blocking of access to accounts and free services. SALUMANUS shall notify the Counterparty of the blocking of access to accounts and free services by e-mail to the address provided by the Counterparty in the registration form.

§ 7. TERMS AND CONDITIONS OF PERFORMING ACTIONS ON THE PLATFORM, CONCLUSION AND TERMINATION OF CONTRACTS.

1. Activities carried out via the PLATFORM are performed by submitting declarations of intent in electronic form, by communicating using the PLATFORM and by e-mail. The Counterparty may use the PLATFORM 7 days a week 24 hours a day, subject to the provisions of the Terms and Conditions.
2. Information concerning Goods and Services placed on the PLATFORM, including price lists, photos, descriptions, completion dates, do not constitute an offer within the meaning of the Civil Code, but an invitation to conclude a relevant agreement by submission of an offer by the Counterparty to conclude a contract for the sale of Goods or provision of Services. In order to make an offer to conclude a contract, the Counterparty places an order on the PLATFORM using the relevant options and forms. The Counterparty shall be bound by the submitted offer for a period of 2 working days.
3. The conclusion of the contract in any case requires the express acceptance of the offer by SALUMANUS. The Counterparty will be notified of SALUMANUS' acceptance or refusal of the offer via PLATFORM or Email. The refusal of an offer or the expiry of the period of validity indicated in item 2 above shall mean that the contract shall not come into effect. Acceptance of the offer made by the Counterparty leads to the conclusion of the contract of sale of the Goods. SALUMANUS may make the acceptance of the Counterparty's offer conditional on the acceptance of the payment terms indicated to the Counterparty and, in the case of deferred payment transactions, also on the submission of the documents and legal security required by SALUMANUS for the obligations contracted by the Counterparty, pursuant to § 12 of the T&Cs. In the event that it is not possible to accept the Counterparty's offer, in particular due to the lack of the required quantity of Goods, changes in the price of the Goods, changes in the completion date, SALUMANUS shall inform the Counterparty, who may accept the changed order, cancel the order in its entirety or limit the order to the available Goods within 24 working hours. If there is no response from the Counterparty within 24 working hours, it means that the contract does not come into effect.
4. Contracts can be concluded through the following procedures:
 - through the "Buy" option - the Counterparty's offer accepted by SALUMANUS is then automatically submitted for processing
 - through the option "Request an offer" - the Counterparty's enquiry is sent to DH SALUMANUS, which prepares the offer.
5. Orders placed by the Sub-Account User are the responsibility of the Counterparty on whose instructions the User has gained access to the PLATFORM system.
6. The place of conclusion of contracts is SALUMANUS registered office. The place of performance of SALUMANUS service is the registered office. In the event that the Counterparty selects the option to have the Goods delivered to an address indicated by the Counterparty, the Release of the Goods to the Buyer takes place at the time the Goods are entrusted to the Shipping Company. Upon delivery of the Goods, all benefits and burdens associated with the Goods, as well as the risk of accidental loss, destruction and damage to the Goods, including as a result of a force majeure event, shall pass onto the Counterparty.
7. The prices of Goods and Services are determined on the PLATFORM each time a transaction is concluded. The prices are net, i.e. without due VAT, by which they will be increased.

8. Release dates for the Goods are specified on the PLATFORM. The Counterparty/User will be kept informed of any changes to the order completion date.
9. SALUMANUS takes diligent efforts to ensure that the information regarding the Goods and Services provided on the PLATFORM, including price lists, photos, descriptions, is fully consistent with reality, while the size of the assortment presented, as well as system and human errors may cause discrepancies in this respect. In connection thereof and bearing in mind that the Counterparties are professionals operating in the industry of the Goods or Services presented on the PLATFORM and have knowledge of the characteristics of the Goods or Services and their market value, the Parties assume that the aforementioned discrepancies and errors will be readily apparent to the Counterparty. Accordingly, SALUMANUS reserves the right to claim an error in the elements of the content of the concluded contracts if the Counterparty fails to notify SALUMANUS of the occurring irregularities in the characteristics of the Goods or Services, as well as the right to correct the erroneous information on the PLATFORM at any time, with a possible simultaneous correction of the documentation relating to the respective transaction.
10. SALUMANUS has the right to discontinue cooperation with the Counterparty via the PLATFORM with immediate effect in the event of violation of the provisions of the T&Cs by the Counterparty or the Users authorised by the Counterparty.
11. SALUMANUS is entitled to block the Counterparty's access to the PLATFORM as soon as it decides to cease doing business with the Counterparty via the PLATFORM, of which it will notify the Counterparty at its Email address. SALUMANUS shall not be liable for any damages incurred by the Counterparty as a result of blocking the Counterparty's access to the PLATFORM in this manner.
12. SALUMANUS may agree with the Counterparty that the Counterparty shall have the right to test the Goods. The Counterparty should contact DH SALUMANUS in order to determine the possibility and terms of testing the Goods. The conditions for testing the Goods will be defined separately.

§ 8. LIABILITY AND GUARANTEE

1. SALUMANUS shall be liable for damages incurred by the Counterparty as a result of non-performance or improper performance by SALUMANUS of individual sales and service contracts, warranties and other obligations under the Terms and Conditions, unless they exceed the actual losses or the damage was not intentionally caused by SALUMANUS.
2. All bases of liability for defects in the Goods and Services other than the warranty are excluded, and in particular SALUMANUS, pursuant to Article 558 § 1 of the Act of 23 April 1964 Civil Code (Journal of Laws 2014.121), excludes liability under the warranty for defects in the Goods.
3. SALUMANUS provides the Counterparty with a quality guarantee for the Goods on the terms and conditions set out below, unless it has been expressly stipulated during the conclusion of the sales contract via the PLATFORM that the Goods in question are not covered by the guarantee or are covered by the guarantee on terms and conditions other than those Terms and Conditions. The guarantee is provided subject to timely payment for the Goods. In the event that a guarantee is granted by the Manufacturer of the Goods, only the Manufacturer's guarantee shall apply.
4. SALUMANUS warrants that the Goods supplied are:
 - in accordance with the sales contract concluded;
 - complete;
 - free from physical and legal defects and claims by third parties;

5. In the event of a conflict between the provisions of these Terms and Conditions and the contents of the Guarantee issued to the Counterparty or the guarantee conditions agreed upon when concluding a sales contract via the PLATFORM, the terms agreed upon via the PLATFORM will take precedence and then the provisions of the Terms and Conditions. In such a case, the provisions of the Guarantee shall apply only to the extent not regulated herein and not covered by the terms and conditions agreed via the PLATFORM.
6. SALUMANUS undertakes, at its option, to repair the Goods free of charge or to replace them with new ones (removal of the defect) within the guarantee period.
7. Subject to the further provisions of this clause, SALUMANUS provides the Counterparty with a guarantee for the Goods for the period of time indicated each time on the PLATFORM next to the given Goods, which is calculated from the date of delivery of the Goods to the Counterparty.
8. Defects disclosed during the guarantee period will be repaired no later than 21 days from the date of delivery of the Goods with the identified defect to SALUMANUS. SALUMANUS undertakes to endeavour to rectify the defect within 14 days of delivery of the Goods.
9. The Counterparty undertakes to deliver the Goods with the identified defect to SALUMANUS (to the address of the SALUMANUS warehouse). The goods must be delivered in the factory packaging or a substitute packaging providing safe transport and storage conditions equal to those provided by the factory packaging. The risk of damage during transport shall be borne by the Counterparty. The guarantee issued to the Counterparty with the Goods shall accompany the consignment. In the event that the Counterparty fails to submit the documents referred to in the preceding sentence, SALUMANUS reserves the right to refuse to repair or replace the Goods on the grounds that the Counterparty has not complied with the guarantee conditions.
10. Only the SALUMANUS service department is authorised to carry out repairs under the guarantee. Any repairs to the Goods carried out by the Counterparty outside of the SALUMANUS service department shall void the guarantee.
11. Goods with a defect identified by the Counterparty may be subjected to testing by SALUMANUS to determine or locate the defect. If the tests carried out do not confirm the existence of the defect asserted by the Counterparty or indicate the existence of another defect not asserted by the Counterparty covered by the guarantee, SALUMANUS reserves the right to charge the Counterparty with the resulting costs.
12. The Counterparty shall be entitled to replace the Goods with defect-free Goods if, after the third repair, the Goods continue to show the same defect.
13. The guarantee covers only defects inherent in the Goods at the time of their delivery to the Counterparty or arising from a cause inherent in the Goods at the time of their delivery to the Counterparty. In particular, the following defects in the Goods are not covered by the guarantee:
 - caused by external ionising radiation, magnetic fields or as a result of mechanical trauma;
 - caused by use, handling, transport, storage or warehousing or by cleaning or maintenance of the Goods not in accordance with the instructions for use;
 - resulting from the effects of external chemical and thermal factors;
 - resulting from the handling of the Goods contrary to the generally accepted rules for the handling and use of ICT Goods or the manufacturer's instructions;
 - resulting from a short circuit of an electrical installation outside the Goods;

- caused by flooding of the Goods with any liquid or contamination of the Goods;
 - resulting from the use of chemicals to clean the Goods;
 - resulting from the operation of the Goods in extremely adverse conditions, e.g. excessive dustiness.
14. The Counterparty forfeits its rights under this guarantee in the event of:
- any repair or alteration of the Goods being carried out by the Counterparty, by a third party or entrusting the repair to a company other than SALUMANUS;
 - if seals are found to be broken, damaged or torn, or covered in any way that makes it impossible to identify the Goods;
 - if the serial numbers or other identifying markings on the Goods are damaged, tampered with or removed, or covered up in any way that prevents the Goods from being identified.
15. SALUMANUS shall not be liable:
- for data and software installed on the Goods being lost as a result of a defect;
 - for costs incurred by the Counterparty for data restoration (recovery) and reinstallation of the software or its re-acquisition and licences;
 - for damages and lost profits of the Counterparty resulting from the need to repair the Goods;
 - for the Counterparty's damages resulting from a delay in performing the repair of the Goods under the guarantee.
16. The guarantee is provided exclusively to the Counterparty purchasing the Goods and is non-transferable. SALUMANUS is not obliged to remedy a defect in the Goods if the guarantee document issued to the Counterparty is presented by someone other than the Counterparty.

§ 9. AMENDMENT OF THE TERMS AND CONDITIONS.

SALUMANUS reserves the right to amend these Terms and Conditions. SALUMANUS shall notify the Counterparty of amendments to the Terms and Conditions via the PLATFORM and to the Email address indicated on the PLATFORM, stating the content of the amendments. In the event of amendments to the Terms and Conditions, SALUMANUS will create a consolidated text of the Terms and Conditions, which will be published in accordance with

§ 1(4) of the T&Cs. Amendments to the T&Cs shall not affect the rights and obligations of the Parties arising prior to such amendment.

Use of the PLATFORM after a change in the Terms and Conditions requires acceptance of the new wording when logging in for the first time. In the event of non-acceptance of the amended Terms and Conditions, SALUMANUS may discontinue, with immediate effect, its cooperation with the Counterparty via the PLATFORM, of which it will notify the Counterparty at its Email address. SALUMANUS shall not be liable for any damages incurred by the Counterparty as a result of blocking the Counterparty's access to the PLATFORM in this manner.

§ 10. CONFIDENTIALITY OF INFORMATION

1. The Counterparty undertakes to keep confidential, indefinitely, all commercial and technical information which it has acquired or obtained from SALUMANUS in connection with the

implementation of the Parties' commercial cooperation and use of the PLATFORM. In particular, the obligation of secrecy shall apply to the prices of the Goods and Services at which it purchases them, the financial conditions for concluding contracts with the Counterparty, possibly other benefits granted to the Counterparty in connection with the commercial cooperation of the Parties and the conditions for granting them (hereinafter referred to as Counterparty), unless the Parties agreed otherwise in individual agreements.

2. Confidential information is a business secret of SALUMANUS and its disclosure may result in financial damage on the part of SALUMANUS, as well as civil and criminal liability on the part of those who disclose it. The Counterparty shall be liable to SALUMANUS for breach of the obligation set out in item 1 also in the event of disclosure of Confidential Information by the Counterparty's employees or other persons for whom the Counterparty is responsible.

§ 11. COMMERCIAL INFORMATION AND DATA TRANSFER

1. The Counterparty/User agrees that SALUMANUS may send it commercial information by means of electronic communication in accordance with the principles set out in the Act on Provision of Electronic Services.
2. The Counterparty/User agrees to the use of telecommunications terminal equipment and automatic calling systems by SALUMANUS of which the Counterparty/User is a subscriber or end-user, for the purposes of direct marketing of services or goods offered by SALUMANUS.
3. The Counterparty/User agrees that the SALUMANUS Related Entities may send it commercial information by means of electronic communication and that the SALUMANUS Related Entities may use the telecommunication terminal equipment and automatic calling systems of which the Counterparty/User is a subscriber or end-user, for the purposes of direct marketing of services or goods offered by the SALUMANUS Related Entities.
4. The Counterparty/User may withdraw the consent referred to in item 1, 2 and 3 at any time in writing or electronically.
5. The Counterparty/User declares that it agrees to have its data processed, in particular personal data of the Counterparty who is a natural person, as well as personal data of the User and of a Person Authorised to the Main Account provided during registration to the PLATFORM and during cooperation, including data contained in documents provided to SALUMANUS, in accordance with the provisions of these T&Cs and provisions contained in the Notice on personal data processed by SALUMANUS Sp. z o.o., constituting Appendix No. 3 to these T&Cs.
6. In the event of transfer of personal data referred to in item 5, SALUMANUS will be the controller of such personal data, within the meaning of the provisions of the GDPR.

7. SALUMANUS can process:

- personal data of the Counterparty, the Person Authorised to the Main Account and the User:
 - full name,
 - company name,
 - address for correspondence,
 - data used to verify the electronic signature (if applicable),

- electronic addresses (Email),
 - telephone number,
 - NIP (Tax Identification Number),
- data characterising the use of the PLATFORM:
 - identification markings (in particular Login, ID number),
 - designations identifying ICT terminal in accordance with Article 2.52 of the Act of 16 July 2004 on Telecommunications Law (Journal of Laws 2014.243),
 - ICT system, including type of browser, type and model of terminal equipment, data on the software used, if not restricted, by the Counterparty,
 - information about the beginning, end and scope of each use of the PLATFORM,
 - information about use of electronically supplied services.
8. The personal data of the Counterparty/Person Authorised for the Main Account/User will be processed: to perform SALUMANUS's obligations arising from the cooperation of the Parties, in particular, to perform necessary actions related to the conclusion and performance of the Agreements, for the purposes of sending commercial information, marketing activities concerning the Goods and their advertising, as well as market research and the Counterparty/User's behaviour and preferences with the purpose of using the results of such research to improve the quality of services provided by SALUMANUS, for the purpose of executing potential claims of SALUMANUS against the Counterparty, clarifying the circumstances of unauthorised use of the PLATFORM by the Counterparty/User.
9. Personal Data of the Counterparty/Person authorised for the Main Account/User may be shared by SALUMANUS for the purposes indicated in item 8 with entities through which SALUMANUS fulfils the indicated purposes, including shipping companies, advertising agencies and debt collection companies, Service Providers, Related Entities, and entities cooperating with SALUMANUS only for the purpose for which the Personal Data was collected, as well as other entities indicated in Appendix 3 to the T&Cs.
10. The provision of personal data by the Counterparty to SALUMANUS to entities other than the Counterparty who is a natural person or a Person Authorised to the Main Account or the User (in particular, personal data of End Users) is required only if it is necessary to carry out certain activities related to the contracts concluded by the Parties or the delivery of PLATFORM functions. In this case, the controller of the personal data is the Counterparty, who entrusts SALUMANUS with the processing of such data under the terms of the GDPR. In such cases, the data shall be processed for the purpose of performing the contracts concluded with the Counterparty to the extent necessary for the performance of these contracts, and in particular as regards the collection, recording, storage, elaboration, modification, access and deletion. The scope of the data processed includes:
- full name,
 - company name,
 - service performance address,
 - electronic addresses,
 - telephone number,

- NIP (Tax Identification Number),

The processing of personal data entrusted by the Counterparty may involve making them available to third parties for the purpose of performance of the agreement concluded between SALUMANUS and the Counterparty (in particular, if it follows from the agreement that SALUMANUS service is to be performed for the benefit of a person indicated by the Counterparty, and SALUMANUS uses third parties in the performance of this agreement). The Counterparty shall ensure that, in any such case, it has obtained the consent of the person from whom the personal data originated to process the personal data in this way, if necessary, and has informed such persons of their rights under the GDPR prior to the collection of their personal data, and shall bear any legal consequences of a breach of this assurance. After the performance of the contractual obligations between SALUMANUS and the Counterparty using the services provided by third parties to the Counterparty's End Customers, SALUMANUS and the Service Providers are obliged to delete the End Customers' personal data after the delivery of the order. Liability for possible infringements caused by the activities of the Service Providers rests with the Counterparty as data controller.

At the Counterparty's request, a separate agreement for the entrustment of the processing of personal data concerning the personal data referred to in sentence 1 of this item may be concluded.

11. SALUMANUS does not provide for the possibility to use the PLATFORM anonymously or using a pseudonym. SALUMANUS shall apply technical measures to prevent unauthorised persons from acquiring and modifying personal data sent electronically indicated in § 4 item 10 of the Terms and Conditions.
12. The provision of personal data by the Counterparty is voluntary. However, due to the fact that the processing of such data is necessary due to the way the PLATFORM functions and the nature of the activities carried out through it, failure to provide personal data will prevent the creation of an account and the granting of rights to the Counterparty and the cooperation of the Parties on the basis of the Terms and Conditions. The processing of the personal data of the Counterparty's End Customers is carried out in accordance with the Counterparty's will as data controller, and is only necessary if the Counterparty chooses to fulfil the order on their behalf.
13. By accepting these T&Cs in the manner specified in § 5.5, individuals making such acceptance give their consent to the processing of their personal data provided during registration on the PLATFORM and during cooperation with the use of the PLATFORM, as well as confirm the expression of other consents covered by the T&Cs and the Notice on personal data processed by SALUMANUS Sp. z o.o., constituting Appendix No. 3 to these T&Cs, and also confirm the receipt of that Notice.
14. All entities providing SALUMANUS with personal data are entitled, pursuant to the GDPR, to the rights described in the Notice on personal data processed by SALUMANUS Sp. z o.o., constituting Appendix No. 3 to these T&Cs.

§ 12. TERMS AND FORMS OF PAYMENT

1. The available payment methods and deadlines will be indicated each time on the PLATFORM. In particular, SALUMANUS may introduce a deferred payment, a prepayment or an obligation to make an advance payment of a certain amount. SALUMANUS may make the commencement of the order subject to payment. In the event of a delay in payment on the part of the Counterparty, where such payment is required, the order completion date shall be extended by the period of the delay in payment.

2. SALUMANUS may grant a revolving trade credit to the Counterparty at the Counterparty's request in the amount and on the date of the deferred payments set by SALUMANUS. The amount and term of the trade credit (hereinafter referred to as: Credit Limit) shall constitute the maximum value of the Counterparty's indebtedness towards SALUMANUS and the maximum repayment term of such indebtedness (calculated from the date of issuance of the VAT invoice) on account of the Counterparty's purchase of Goods and/or Services with a deferred payment term.
3. In view of the fact that a Credit Limit is granted on the basis of data and documents current as of a specific date and, furthermore, SALUMANUS insures its receivables and is obliged to respect the arrangements with the Insurer regarding the risk associated with Credit Limits, in the event that SALUMANUS determines (including in consultation with the Insurer), that the Counterparty does not meet the conditions for the use of a Credit Limit or for the Credit Limit in its existing amount, SALUMANUS reserves the right to unilaterally make changes to the amount or term of the Credit Limit, to revoke the Credit Limit granted, as well as the right to make the maintenance of the Credit Limit in a certain amount or with a certain repayment term conditional on the Counterparty providing additional security and documents. Information on changes to the Credit Limit will be available on the PLATFORM and forwarded to the Counterparty's Email address. SALUMANUS shall not be liable for the consequences of changes or revocation of the Credit Limit.
4. The Counterparty undertakes to pay the price for the Goods or the remuneration for the Services on time. If the Counterparty defaults on the payment deadline indicated on the invoice, SALUMANUS shall be entitled to claim interest from the Counterparty for the duration of the delay at the statutory rate and charge it to the Counterparty in the interest notes. Interest notes can also be sent to the Counterparty's Email address. If the Counterparty's call for payment of the principal amount owed plus interest for the period of delay proves to be ineffective, i.e. does not result in the Counterparty's payment of the debt, SALUMANUS shall be entitled to take debt collection measures on its own or through debt collection agencies. The costs of the debt collection activities and the costs paid by SALUMANUS to professional debt collectors shall be charged to the Counterparty.
5. Detailed information on the forms of payment and the granting of the Credit Limit can be obtained by contacting DH SALUMANUS.

§ 13. ADDITIONAL PROVISIONS

1. With regard to any rights arising from this contract (including in particular monetary claims against SALUMANUS), the Counterparty may not:
 - transfer them to any third party,
 - set them off against SALUMANUS receivables due from the Counterparty without SALUMANUS' prior consent given in writing under pain of nullity.
2. The Terms and Conditions and contracts concluded via the PLATFORM are governed by Polish law.
3. Any disputes that may arise between the parties in connection with the validity of the T&Cs and performance of actions pursuant thereto, as well as in connection with contracts concluded via the PLATFORM, shall be settled by common courts having jurisdiction over SALUMANUS registered office.
4. In the event that any provision of these Terms and Conditions is, by operation of law or by a final or final judgement of any administrative authority or court, declared invalid or ineffective, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

5. The annexes to these T&Cs shall form an integral part thereof.
6. The document is drawn up in the Polish language and is binding for the Counterparty from the date of its acceptance with the date shown in the verifiable electronic signature shown in the file properties.

Appendix to the T&Cs:

1. Technical conditions required for the correct operation of the PLATFORM.
2. Statement of authorisation to operate the Main Account.
3. Notice on personal data processing by SALUMANUS Sp. z o.o.,

Appendix no. 1

Terms and Conditions of use of the SALUMANUS PLATFORM ICT System

TECHNICAL CONDITIONS REQUIRED FOR THE CORRECT OPERATION OF THE PLATFORM

For correct operation of the purchasing system, the following system requirements are recommended:

1. Operating system:
 - - Microsoft® Windows® 7 (SP1) or higher
 - - Apple® Mac OS® X 10.9.5 or higher
 - - Red Hat® Enterprise Linux® 6.5 WS or higher
 - - CentOS 6.5 Linux or higher
 - - Apple® IOS® 6.0 or higher
 - - Google Android™ 4.0 or higher
2. Web browser supporting Bootstrap 3.0+ and jQuery 2.2.3+.
3. For full use of the PLATFORM functions, an active email account is required.

Appendix No. 2

Terms and Conditions of use of the SALUMANUS PLATFORM ICT System

**DECLARATION
OF AUTHORISATION FOR THE MAIN ACCOUNT**

Full name:

E-mail address: ...@...

Telephone number:

I declare that the abovementioned person, Mr/Ms has been authorised by the company..... address:..... , NIP (Tax Identification Number) ... (Counterparty) - to use, on behalf of the Counterparty, the Main Account on the Salumanus Plus Platform and to perform any activities through this account, including placing orders, concluding agreements and creating Sub-accounts, subject to the provisions of the Terms and Conditions of use of the Platform - as the **Person Authorised to operate the account** designated by the Counterparty.

.....

Date and signature of person(s)
authorised to represent the Counterparty

Appendix no. 3

Terms and Conditions of use of the SALUMANUS PLATFORM ICT System

NOTICE ON PERSONAL DATA PROCESSING BY SALUMANUS SP. Z O.O.

Please be informed that on 25 May 2018 Regulation (UE) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR") came into force, therefore, please note that:

6. The Controller of your personal data is:

Company operating under the name of Salumanus Sp. z o.o. with its registered office in Kraków, ul. Walerego Sławka 8A entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow - Śródmieście in Krakow, XI Economic Division of the National Court Register under KRS number 0000354228, (REGON: 12120630500000, Tax ID (NIP): 679303336 (hereinafter referred to as the Controller).

26. Contact with the Controller is possible at the following e-mail address: **rodo@salumanus.com**

5. The Controller processes your personal data, e.g.: full name, address, telephone number, e-mail address, history of visits to websites managed by the Controller on the basis of your consent - for marketing purposes

consisting of sending to your e-mail address and telephone number: advertisements, information about offers, promotions of the Controller's goods and services and direct telephone contact for the purpose of presenting offers, advertisements and promotions and profiling of your data for the purpose of presenting personalised offers, advertisements and promotions of the Controller's services and products.

The provision of your personal data for this purpose is voluntary.

The legal basis for the processing of your personal data for the aforementioned purpose is Article 6(1)(a) GDPR in the event that you wish to conclude a contract with Salumanus Sp. z o.o. Your personal data necessary for the conclusion and performance of this contract, e.g. full name, address, company name, NIP (Tax ID) will be used by the Controller for the preparation, conclusion and performance of the contract.

The legal basis for processing your personal data for the aforementioned purpose is Article 6(1)(b) GDPR. The provision of your personal data for this purpose is entirely voluntary but no less necessary for the conclusion and execution of the contract.

14. Please be informed that you have the following rights in relation to the processing of your personal data by the Controller:

15. the right of access to and rectification of the content of the data,

16. the right to erasure or restriction of data processing,
 17. the right to object to the processing,
 18. the right to request the cessation of processing,
 19. the right to data portability,
 20. the right to withdraw consent at any time,
 21. the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for Personal Data Protection.
10. You may withdraw your consent to the processing of your personal data for marketing purposes or to the provision of electronic services at any time by notifying the Controller's Representative by email or in writing to the Controller's address.
 11. Personal data for the purpose described in item 3 above will be processed until you withdraw the consent you have given.
 12. Personal data for the purpose described in item 4 above will be processed until the performance and limitation period for claims under the concluded contract or until you cancel the contract.
 13. Your data will be made available to entities to which the Controller subcontracts marketing services in its name and on its behalf, as well as to entities performing other services for the Controller necessary for the correct and secure processing of personal data such as, for example: accounting services, courier services or IT infrastructure maintenance services or cloud services.
 14. Entities to whom the Controller entrusts the processing of your personal data will be obliged to the Controller by the contract for entrusting them with the processing of personal data to strictly comply with the requirements of the GDPR and to protect your personal data.

Additional consents to receive commercial and marketing information or the provision of services by SALUMANUS by electronic means.

I consent to the Controller processing my data in order to send me marketing information to my e-mail address and telephone number and to direct telephone contact for marketing purposes and to the Controller profiling my data in order to present me with personalised offers, advertising and promotions.

I agree that I may be contacted by the Controller for the purpose of direct marketing of goods and services to the telephone numbers and email addresses provided, using telecommunications terminal equipment (e.g. telephone, computer) and automated calling systems.

I consent to the Controller sending me commercial information by means of electronic communication, in particular to the e-mail address and telephone number I have provided.

