

General Terms and Conditions of Cooperation

§1 Background information

1. The General Terms and Conditions of Cooperation define the principles of concluding sales contracts with other entrepreneurs by Marek Miodek, who runs business under the name of Janmar Sport L.L.C with its registered office in Ksawerów, address: ul. Szkolna 14, 95-054 Ksawerów; entered into the Central Register and Information on Business Activity; Tax Identification Number NIP: 7312075796, (hereinafter: Janmar Sport).
2. The General Terms and Conditions of Cooperation (hereinafter "GTCC") form an integral part of all sales contracts concluded by Janmar Sport with other entrepreneurs on the basis of orders, whose model forms Appendix 1 to these GTCC, or on the basis of cooperation/sales agreements or other agreements having similar legal effects.
3. In case of discrepancies between the provisions of orders or concluded cooperation/sales agreements or other agreements having similar legal effects and the provisions of GTCC, the provisions of orders or concluded cooperation/sales agreements or other agreements having similar legal effects will prevail.

§2 Order acceptance

1. Sales orders should be sent to Janmar Sport, to the e-mail address provided on the website.
2. Sales orders are accepted until 12:00 noon on weekdays.
3. Sales orders sent after 12:00 noon will be processed on the next day and will be treated as placed on the next day.
4. Janmar Sport undertakes to confirm the receipt of an order within 7 working days following the receipt.
5. From the moment of accepting an order - which is synonymous with the date of confirming the order by Janmar Sport - Janmar Sport has 21 working days to execute the order, unless the order indicates a different deadline for execution of the order and this date is confirmed by Janmar Sport via e-mail.
6. Janmar Sport reserves the right to refuse to accept an order or extend the deadline for executing an order, without any consequences, in particular when the following circumstances occur:

- a. the order cannot be executed, or its execution would be significantly hindered, due to organizational or technical difficulties on the part of Janmar Sport,
 - b. due to the Buyer's delay in paying any amounts due to Janmar Sport,
 - c. in the event of force majeure,
 - d. for other reasons independent of Janmar Sport.
7. Janmar Sport will inform the Buyer about its refusal to accept an order to be executed within the specified deadline, or about an extension of the deadline for execution, by sending an e-mail to the Buyer's address specified in the order form. Janmar Sport will immediately inform the Buyer about its refusal to accept an order or about an extension of the deadline for order execution.
 8. By placing an order, the Buyer acknowledges and accepts unconditionally the fact that the prices for the ordered products are binding according to Janmar Sport's price list valid on the day of placing the order.
 9. When placing an order, the Buyer is obliged to specify the following elements:
 - a) quantity of the ordered goods;
 - b) name and index of the ordered goods, in accordance with the nomenclature used by Janmar Sport - the Buyer is entirely responsible for any discrepancies in this respect;
 - c) number and date of the order;
 - d) details of the Buyer and details of the order recipient, if the recipient is different than the Buyer;
 - e) method and place of delivery.
 10. When placing an order, the Buyer acknowledges and accepts unconditionally the fact that the quantity of the product sold (each product of the range) may vary by +/- 5% in relation to the order placed.
 11. When placing an order, the Buyer acknowledges and accepts unconditionally the fact that there may be some imperfections in the knitted fabric resulting from the winding method (usually on the length of up to 0.5 m) in the end section of a roll.

§3 Payment forms and deadlines

1. The price on the invoice will be specified in the order confirmation provided to the Buyer and will result from the arrangements made by the parties in the order.

2. Payments for the subject matter of the contract will be settled by the Buyer in full on the basis of a proforma invoice issued by Janmar Sport, by bank transfer, within 7 days following the date of Janmar Sport's order confirmation, to the bank account indicated on the proforma invoice.

Payments for the subject matter of the contract will be settled by the Buyer in full prior to collection of the Goods, unless the Parties agree otherwise.

3. The Buyer is not entitled to set off debts due to Janmar Sport with Janmar Sport's liabilities payable to the payer or the Buyer.

4. The day of crediting Janmar Sport's bank account will be considered the day of payment.

§4 Responsibility of Janmar Sport

Janmar Sport is liable towards the Buyer, in line with the general principles described in the Civil Code, with the limitation that Janmar Sport is liable only up to the amount of damages actually caused (*damnum emergens*).

§5 Complaint handling rules and procedure

1. Submission of a complaint does not entitle the Buyer to withhold payment for the delivered products.
2. The complaint should be accompanied by a document indicating the basis of the claim and all documents and evidence confirming, in the Buyer's opinion, the legitimacy of the complaint.
3. Upon receipt of products, the Buyer is obliged to check/order another entity to check if the product is compliant with the inventory issue document, and if the bulk packaging is not damaged. Signing the inventory issue document is equivalent to confirming the amount of products received and the quality of the bulk packaging.
4. Quantitative discrepancies and quality defects which can be found when collecting the products from Janmar Sport's warehouse are clarified and dealt with directly upon the receipt of the products.
5. Complaints can be submitted in the following forms:
 - in writing - i.e. by sending a complaint by post (the date stamped on the envelope by the originating post office is considered the date of placing the complaint)

- by e-mail, to the address of the salesperson serving the Buyer (with an electronic confirmation of receipt)

6. Complaints are considered within 40 days following the date of receipt together with a set of documents.
7. If a complaint is accepted, Janmar Sport may, in its own unilateral discretion:
 - replace the product to a defect-free product;
 - lower the price of the claimed product.

The Buyer and Janmar Sport may also agree on a different way of settling the complaint.

8. Until the final consideration of a complaint, the Buyer is obliged to store the claimed product in proper conditions which prevent its damage or occurrence of defects.

9. After considering the complaint, Janmar Sport notifies the Buyer in writing or by e-mail - to the address indicated in the complaint notice - about the method of settling the complaint.

10. Janmar Sport is not liable for damages caused during unloading of products.

11. Janmar Sport is not liable for damage caused by improper use or storage of products.

12. Janmar Sport is not liable for a product, if the Buyer proceeds to use the product in the production process, in particular by cutting it, printing on it, etc.

13. Janmar Sport is not liable for a product in case of differences in colour in different batches. Materials from different batches are mixed solely at the Buyer's responsibility and risk.

14. If Janmar Sport acknowledges a complaint in whole or in part, the Buyer, upon request of Janmar Sport, should return the product that was the subject of the complaint. The return will take place at Janmar Sport's expense and risk.

15. The Buyer is obliged to report quality complaints that cannot be found upon receipt within 14 days following the receipt of the Goods. Janmar Sport is not liable for a product, if the Buyer proceeds to use the product in the production process, in particular by cutting it, printing on it, etc.

16. Complaints submitted after the deadlines referred to in sections 4 and 15 result in an expiry/loss of all claims of the Buyer against Janmar Sport for the quality and quantity of the products.

17. Janmar Sport stipulates that imperfections in the knitted fabric resulting from the winding method (usually on the length of up to 0.5 m) in the end section of a roll are not subject to the complaint procedure.

§6 Confidentiality

All information and documents provided or disclosed to the Buyer by Janmar Sport will be used by the Buyer only for the purpose of executing an order with Janmar Sport and may be disclosed to third parties only with the prior written consent of Janmar Sport, and only after the third party is obliged to keep the disclosed information secret.

§7 Transport

1. The transport costs are incurred by the Buyer.
2. The products will be delivered in line with the terms specified in the Contract and/or the sales order, on the date and to the place specified in the sales order.
3. Each delivery must be accompanied by a delivery document in Polish or in English, which contains all the information necessary to unambiguously identify the relevant goods/services.
4. Janmar Sport is not entitled to deliver products before the date agreed in the sales order, or to carry out partial deliveries.
5. Janmar Sport is not liable for delays in the delivery of products that arise due to reasons beyond his control.
6. In the event of inability to deliver products on the indicated collection date for reasons attributable to the Buyer (in particular absence of the recipient at the agreed place or time, being unprepared to collect the delivery, no contact with the Buyer, unjustified refusal to accept the products), Janmar Sport will charge the Buyer with the costs of repeated delivery/transport of the goods.

§8 Ownership

All products or results created or produced by Janmar Sport under an order are the property of Janmar Sport and may not be used by the Buyer on their behalf, or on behalf of any third party, without the written consent of Janmar Sport, regardless of whether these are intellectual property rights, goods or other results of work.

§9 Dispute resolution

1. Any disputes that may arise between Janmar Sport and the Buyer in the execution of orders connecting the parties will be considered by the Court having the local and subject matter jurisdiction over Janmar Sport's registered address.
2. The relations between Janmar Sport and the Buyer will be governed by the Polish law.
3. By accepting these GTCC, the parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, made in Vienna on 11 April 1980 (Journal of Laws of 13 May 1997).

§10 Personal data protection

1. The data provided by the Buyer will be processed on the basis of and in accordance with art. 6 par. 1 items a) b) and c) 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 and repealing Directive 95/46/EC (general data protection regulation) - OJ EU.L.2016.119.1 (i.e. on the basis of a consent, for purposes related to the conclusion and execution of contracts and for the legitimate interests of the Controller - that is Janmar Sport). The scope of the personal data processing may include: first name, surname, address, NIP/PESEL number, contact telephone number, e-mail address and personal data of the Buyer's employees/co-workers: first name, surname, position, contact telephone number, e-mail address.
2. In the case when the contract is concluded by the Buyer (entrepreneur), the data is provided voluntarily, but a refusal to do so may prevent the conclusion or execution of the contract, as well as tax settlements, etc. The e-mail address is provided voluntarily, however, electronic correspondence can take place only in case of providing it.
3. Personal data will be stored until any rights and counter-claims between the Controller and the Buyer expire, i.e. up to 6 years following the last act performed under the concluded contract.
4. The data processed as a result of negotiations, tendering, or other activities related to the Controller's business activities, which did not result in a conclusion of a contract, will be stored for the time necessary to maintain the continuity of such activities aimed at concluding the contract, or until the withdrawal of the consent.

5. As far as the tax and accounting documentation required by law is concerned, in particular the ledgers and records - the data referred to will be stored for 5 years following the end of the calendar year in which the last document was produced.
6. The Buyer carries out the information duties towards the data subjects, resulting from art. 13 and 14 of the General Data Protection Regulation, on its own account resulting from the provisions of the General Data Protection Regulation.
7. The Buyer and Janmar Sport - both parties carry out their own duties resulting from Chapter III of the General Data Protection Regulation.
8. The Buyer and Janmar Sport are obliged to use the appropriate technical and organizational measures ensuring the proper data protection, including the measures indicated in art. 32 of the General Data Protection Regulation, and carry out other duties imposed on the data controller by the General Data Protection Regulation. In particular, each party will make sure that access to the Personal Data is only granted to authorised persons, as defined in art. 29 of the General Data Protection Regulation.
9. The Buyer and Janmar Sport - both parties keep their own record of processing activities, in accordance with Art. 30 of the General Data Protection Regulation, and report violations of the Personal Data protection, in accordance with art. 33 and 34 of the General Data Protection Regulation.