

## I. Definitions

The definitions used in the Terms and Conditions shall have the following meaning:

1. **Buyer** – natural person carrying on business, legal person or entity other than a legal person, having legal capacity granted by specific regulations, that placed an order with the Partner Tele.com Online Wholesale Store;
2. **Civil Code** – Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended);
3. **Terms and Conditions** – these Terms and Conditions of sale using means of distance communication and provision of services by electronic means;
4. **Partner Tele.com Online Wholesale Store**– website available at: [www.hurtownia.partnertele.com](http://www.hurtownia.partnertele.com), which can be used by the Buyer to place orders;
5. **Party** – Seller and Buyer;
6. **Goods** – articles to be sold, available at the Partner Tele.com Online Wholesale Store at the time of order placement and sold under a sale contract;
7. **Sale Contract** – sale contract as defined by the Civil Code, concerning the goods, concluded between the Seller and Buyer using means of distance communication (including phone communication);
8. **Service(s)** – service provided by the Seller by electronic means under the principles stipulated herein through the Partner Tele.com Online Wholesale Store available at [www.hurtownia.partnertele.com](http://www.hurtownia.partnertele.com);
9. **Seller** – Partner Tele.com Sp. z o.o. Sp. k. with registered office in Kraków (31–589) at ul. Sołtysowska 22, entered in the register of business entities of the National Court Register under number 0000185468, NIP (Tax Identification Number): 6792675514, REGON (National Official Business Register Number): 35628631900000;
10. **Order** – declaration of will of the Buyer intended directly to conclude a contract for the distance sale of goods through the Partner Tele.com Online Wholesale Store, specifying the type and quantity of the goods.

## II. General provisions

1. These Terms and Conditions specify the rules for sale using means of distance communication by the Seller and for the Buyers' use of the Partner Tele.com Online Wholesale Store available at: [www.hurtownia.partnertele.com](http://www.hurtownia.partnertele.com) and of the goods offered through the Store.
2. In respect of services provided by electronic means, these Terms and Conditions shall be regarded as the terms and conditions referred to in Article 8 of the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended). The Seller shall provide services through the Partner Tele.com Online Wholesale Store by electronic means, including, in particular, services enabling the Buyers to place orders for the goods available at the Partner Tele.com Online Wholesale Store and to conclude distance contracts for the sale of the goods.
3. The Buyer shall be obliged to observe the provisions herein.
4. The use of the Partner Tele.com Online Wholesale Store is possible if the IT system of the Buyer meets the following minimum technical requirements: a current web browser – Firefox, Internet Explorer or Opera with JavaScript and cookies enabled. (The Online Wholesale Store may not function correctly when using Google Chrome or Maxthon browsers).

5. The Seller shall use cookie files only in order to acquire information related to the use of the Partner Tele.com Online Wholesale Store by the Buyer, in particular in order to: maintain the Buyer's session, adapt the Partner Tele.com Online Wholesale Store to the needs of the Buyers and create traffic statistics for the individual subpages of the Partner Tele.com Online Wholesale Store.

6. The intellectual property rights to the contents made available as part of the services provided through the Partner Tele.com Online Wholesale Store, in particular copyrights, name and logotype of the Partner Tele.com Online Wholesale Store, its graphic components, software and rights related to databases, shall be subject to legal protection and shall be owned by the Seller or by entities that have concluded suitable contracts with the Seller.

7. Information about the goods specified at the Partner Tele.com Online Wholesale Store, in particular descriptions of the goods, technical specifications or their functional properties and prices, shall not constitute an offer but an invitation to conclude a contract as defined by Article 71 of the Civil Code.

### **III. Extent, terms and principles of use of the Partner Tele.com Online Wholesale Store**

1. The Seller shall provide Services to the extent and under the terms specified herein.

2. The Seller reserves the right to make technical modifications of the service provision method, in accordance with the extent and terms arising from the Seller's rights and in accordance with its technical capabilities, without reducing the quality of the Services and without affecting the scope of the Parties' rights and obligations.

3. As evidence and in order to enable order confirmation by phone by the Seller, all phone conversations with the Buyer may be recorded, and the connections and operations performed on the Partner Tele.com Online Wholesale Store may be logged in.

4. The Seller is not a provider of internet access services or other public telecommunication services as defined by the Telecommunications Law Act. Buyers shall, by their own means, gain access to a computer station or terminal equipment enabling the use of the services and order placement.

5. In particular, the Buyer:

- shall maintain the confidentiality of its account data and information concerning the Seller that is not publicly known, i.e., information that is not deliberately made public by the Seller;
- shall use the services offered by the Seller in a manner that does not disrupt the Seller's operations and does not reduce the performance of the Partner Tele.com Online Wholesale Store, in particular by using specific software or equipment;
- shall use all contents included at the Partner Tele.com Online Wholesale Store only for its own personal use, without copying or recording the contents included at the Partner Tele.com Online Wholesale Store and without making external references to the Partner Tele.com Online Wholesale Store. All use other than the permitted use shall require a written consent of the Seller;
- shall not deliver and provide contents prohibited by the applicable law;
- shall use the services offered by the Seller in accordance with the provisions hereof, applicable Polish law and other generally accepted relevant practices.

6. The Buyer's right to use the Partner Tele.com Online Wholesale Store and place orders by phone may be taken away by the Seller, and the Seller may restrict the Buyer's access to all or some of the resources of the Partner Tele.com Online Wholesale Store or to services

offered through the Partner Tele.com Online Wholesale Store, effective immediately, if the Buyer's actions are contrary hereto or to the applicable law.

7. Buyers that have lost the right to use the Partner Tele.com Online Wholesale Store in accordance with section III paragraph 6 hereof shall be unable to successfully place an order without the prior consent of the Seller.

#### **IV. Concluding the contract for the sale of goods through the Partner Tele.com Online Wholesale Store**

1. The Buyer may purchase the goods, i.e., conclude a distance sale contract, through the Partner Tele.com Online Wholesale Store. The contract for the sale of goods shall be concluded when the Buyer receives the e-mail referred to in section IV paragraph 4 hereof.

2. In order to conclude a distance contract for the sale of goods through the Partner Tele.com Online Wholesale Store, the Buyer shall access the [www.hurtownia.partnertele.com](http://www.hurtownia.partnertele.com) website, create an account by registering at the Partner Tele.com Online Wholesale Store and filling out all boxes in the "Registration" tab and then, after receiving the account activation e-mail, select the goods and place the order, indicating the place of delivery and making subsequent technical steps in accordance with the messages or information displayed to the Buyer (order form).

3. Successful order placement and sale contract conclusion shall require the acceptance hereof.

4. After order placement, the Buyer shall receive an e-mail confirming the receipt of the order by the Partner Tele.com Online Wholesale Store, which shall provide information about the availability of the goods and confirm all important elements of the order. After sending the e-mail, the Seller may try to confirm the order by phone. If the Buyer cannot be contacted by phone within 3 business days, the order may be cancelled.

5. The Buyer shall have the right to cancel the order before the receipt of the e-mail referred to in section IV paragraph 4. Within this period, the Buyer shall have the right to cancel the order and/or place a new order. To this end, the Buyer shall contact the Seller. The Seller shall enable the Buyer to view the contents of the order or to receive such information by phone.

6. The prices of the goods are given in the following currencies: PLN, EUR, USD and GBP. Under the contracts for the sale of goods concluded through the Partner Tele.com Online Wholesale Store, the Buyer may pay the price in cash, by bank transfer (payment in advance), by cash on delivery (upon package delivery) or by PayPal.

7. The order will be sent for processing within the following periods:

a) for sale contracts concluded on a business day by 3:00 PM – promptly after the sale contract is concluded;

b) for sale contracts concluded on a business day after 3:00 PM, on Saturdays, on Sundays or on holidays – on the next business day, unless indicated otherwise with respect to the goods.

8. The Seller may deliver the ordered goods by its own transport means, by mail or by courier service. The additional costs (if any), in particular the delivery costs, are indicated in the Delivery Price List ("Cooperation" tab).

9. The ordered goods may be delivered by the Seller to any address indicated by the Buyer.

10. Information about the availability of the goods is always provided next to the description of the given goods at the website of the Partner Tele.com Online Wholesale Store or during the phone call to: +48 12 399 99 00.

11. With each package, the Seller shall enclose the proof of purchase in the form of a receipt or VAT invoice.

12. The date of delivery shall be the date of issue of the goods from the Seller's warehouse.

13. The costs related of the delivery of the ordered goods are indicated in the Delivery Price List ("Cooperation" tab).

14. The Seller shall protect the personal data of the Buyer in accordance with the Act on Personal Data Protection of 29 August 1997 (Journal of Laws No. 133, item 883, as amended).

## **V. Express and implied warranty**

1. Partnertele.com shall provide an express warranty for the goods it sells, which, depending on the markings on the goods, are imported, produced or distributed by Partnertele.com. The express warranty shall be applicable only in Poland. The express warranty shall be provided only to the Buyer that has concluded a sale contract with Partnertele.com, and it shall not be transferred to other entities, including subsequent buyers of the items.

2. In accordance with Article 558 section 1 of the Civil Code, Partnertele.com shall not bear liability under the implied warranty.

3. Upon receipt of the package with the ordered goods, the Buyer shall check its contents in the presence of the courier. Upon discovering any defects or damage, in particular:

- mechanical damage of package contents,
- incompleteness of the package,
- inconsistency of package contents with the order (proof of purchase),
- damaged or broken seals,

the Buyer shall take action to determine the responsibility of the carrier, including the preparation of a damage report upon the inspection of the damaged goods in the presence of the courier. The damage report shall be the only basis for defect claims related to the shipment of the goods.

The Buyer shall promptly (within 3 days from the date of package delivery) notify Partnertele.com at [braki@partnertele.com](mailto:braki@partnertele.com) about the situation.

If any of the above requirements are not met, the related rights of the Buyer shall become null and void.

4. The Buyer shall examine the items in accordance with the standard practice and report, as indicated below in paragraphs 6 and 7, the discovered defects or the absence or damage (breaking) of the original seals within 7 calendar days from the receipt of the items. Otherwise, the related rights of the Buyers shall become null and void.

5. The Buyer shall be entitled to the warranty based on the proof of purchase (receipt or VAT invoice).

6. If the Buyer finds that the delivered goods have defects, the Buyer shall promptly report this fact to Partnertele.com, within 7 calendar days from the discovery of the defect. The notice shall be sent by e-mail to: [reklamacje@partnertele.com](mailto:reklamacje@partnertele.com). Failure to send the notice

within the prescribed period or sending the notice using a method other than stipulated herein shall void the Buyer's rights.

7. Upon discovery of a defect, the Buyer shall fill out the form downloaded from the "Complaints" tab at [www.partnertele.com](http://www.partnertele.com) and deliver it with the unused goods and proof of purchase (receipt or VAT invoice), at its own expense, to the address of Partner Tele.com: Partner Tele.com Sp. z o. o. Sp. k., ul. Siwka 27, Kraków 31-588.

In case of complaints concerning more than one item of goods, the Buyer shall enclose a list of all of the claimed goods, indicating their quantity. All inconsistencies between the returned goods and their list shall be attributable to the Buyer. When the Buyer sends the claimed goods back, it shall correctly pack the goods and protect them against damage. Partner Tele.com shall not bear liability for damage done during transport due to incorrect packaging and protection of the goods by the Buyer.

8. If the complaint is admitted by Partner Tele.com, the claimed goods shall be replaced with defect-free goods. If the goods cannot be replaced, or if Partner Tele.com would suffer excessive costs due to the replacement, Partner Tele.com, at its own discretion, shall repair the item or terminate the contract, reimbursing the cost of the goods to the Buyer.

Partner Tele.com may use new or regenerated products for repair or replacement.

9. The complaint shall be considered by Partner Tele.com within 14 business days from its successful delivery. The date of complaint delivery shall be the date of receipt of the complaint by Partner Tele.com. The phrase "successful complaint delivery" shall mean the delivery of the complaint in accordance with all requirements specified herein. In particular, this refers to the correct filling-out of the complaint form. If the complaint is not successfully delivered, the time of processing of the complaint form may be extended.

10. The Buyer shall be entitled to the express warranty for the period indicated in the table in appendix No. 1, unless Partner Tele.com is notified about the occurrence of a defect before the expiry of the express warranty period.

11. The express warranty shall not cover the following:

- mechanical damage of the product;
- damage occurring during transport;
- damage attributable to the user;
- defects due to incorrect use of the product, contrary to its intended use or to the user manual;
- attempts of repair or modification carried out by the Buyer itself or by an unauthorised repair provider;
- goods with removed or erased seals (e.g., spare parts);
- product wear resulting from normal use.

12. If the Buyer sends the goods that are not covered by the warranty in accordance with the provisions hereof, the goods shall be sent back to the Buyer at the Buyer's expense.

13. If PartnerTele.com replaces or repairs the goods, the warranty for the sold goods shall not be extended or renewed.

14. Partner Tele.com shall not be liable for damage caused by circumstances attributable to the Buyer or for deliberate damage. To this extent, Partner Tele.com shall only be liable for the losses that the aggrieved Party has actually suffered.

## **VI. Complaints related to the functioning of the Partner Tele.com Online Wholesale Store**

1. The Seller shall make efforts to ensure that the functioning of the Partner Tele.com Online Wholesale Store is completely correct to the extent arising from the current know-how, and it shall rectify, within an adequate period, all irregularities correctly reported by the Buyers.
2. The right to file the complaint discussed in this chapter shall be granted to the Buyer only in respect of the functioning of the Partner Tele.com Online Wholesale Store, for which the Seller is solely responsible.
3. The Buyer has the right to notify the Seller about all irregularities, faults or interruptions in the functioning of the Partner Tele.com Online Wholesale Store and about the inadequate (in the Buyer's opinion) quality of the services provided by Partner Tele.com Online Wholesale Store that the Buyer discovers when using the Partner Tele.com Online Wholesale Store.
4. The Buyer has the right to submit a complaint within 1 calendar month from the occurrence of the irregularity in the functioning of the Partner Tele.com Online Wholesale Store. Complaints submitted after the period indicated in the first sentence shall not be considered – the fact that the complaints have not been considered shall be promptly reported by the Seller to the Buyer.
5. The complaint shall be considered by the Seller within 30 days from its successful delivery.
6. The date of complaint delivery shall be the date of complaint receipt by the Seller.
7. In the submitted complaint, the Buyer shall indicate its full name, mailing address and the type and date of the irregularity related to the functioning of the Partner Tele.com Online Wholesale Store.

## **VII. Liability**

1. The Seller shall not be liable for technical problems or technical limitations suffered by the computer equipment, terminal equipment, IT system or telecommunication infrastructure used by the Buyer that prevent the Buyer from correctly using the Partner Tele.com Online Wholesale Store and the services offered through the Partner Tele.com Online Wholesale Store.
2. The Seller shall not be liable for the following:
  - loss of data by the Buyer caused by the failure of equipment, the system or other circumstances not attributable to the Seller;
  - consequences of the use of the Partner Tele.com Online Wholesale Store by the Buyer that is contrary to the applicable law, provisions hereof or accepted practice;
  - data transmission rate and related limitations caused by, for instance, technical, technological or infrastructural circumstances.
3. The Seller shall make all efforts to ensure the correct and uninterrupted functioning of the Partner Tele.com Online Wholesale Store. However, due to the high complexity of the IT system used to operate the Partner Tele.com Online Wholesale Store, there may be failures or technical errors resulting from hardware or software functioning. In such situations, the Seller shall take action to limit the negative consequences of the failures or technical errors.
4. The Seller shall not be liable for errors in order processing or other instructions of the Buyer caused by the failures or errors in the functioning of the IT system.

5. The Seller shall not be liable for the unavailability of the Partner Tele.com Online Wholesale Store due to force majeure.

6. The Seller also reserves the right to suspend or terminate the provision of services through the Partner Tele.com Online Wholesale Store due to the need for maintenance, inspection or extension of technical facilities in the situation where this does not violate the rights of the Buyers.

### **VIII. Final provisions**

1. If individual provisions hereof are found to be invalid or ineffective in accordance with the procedure stipulated by the law, this shall not affect the validity or effectiveness of the remaining provisions hereof. The invalid provision shall be replaced by a rule that most closely matches the intention of the invalid provision and the entire Terms and Conditions and that, at the same time, conforms to the applicable law.

2. The contract for the sale of goods may be concluded only in Polish. Matters not regulated herein shall be governed by the law applicable in Poland.

3. Amendments hereof shall become effective when they are explicitly indicated and published on the website of Partner Tele.com Online Wholesale Store, and they shall not affect the orders made before their introduction.

4. The current Terms and Conditions are published on the website of the Partner Tele.com Online Wholesale Store in a manner that enables them to be stored and repeatedly viewed.

5. The Terms and Conditions shall become effective on 1 March 2017.

Appendix No. 1

### **ITEMS PURCHASED FROM PARTNERTELE.COM ARE COVERED BY THE FOLLOWING WARRANTY**

- memory cards, USB flash drives, disks – 24 months

- mains chargers – 12 months

- car chargers – 12 months

- Blue Star, Forcell batteries – 12 months

- power banks – 12 months

- cases and holsters – 12 months

- Blue Star Premium holders – 12 months

- displays – 6 months
  
- service tools – 6 months
  
- universal holders – 6 months
  
- USB cables – 6 months
  
- headsets, bluetooth – 6 months
  
  
  
  
  
  
  
- flex cables and other service items – 3 months
  
- multimedia speakers – 3 months
  
- original accessories (bulk) – 3 months
  
- original accessories (blister) – manufacturer's warranty
  
  
- other items – 3 months



