

Regulations of using the B2B online sales service of the ENAN SA

I. General provisions

1. The regulation defines rules for submission and handling of the orders via Web site located at ikupiec.pl referred to as the Service.
2. The Service site owner is the company ENAN S.A referred to as Seller
3. Purchasing in the Service may be realized by entities maintaining the Business activity that have made registration on ikupiec.pl .Access to the site will be granted after verification the subject's data. The seller's sales department defines the scope of the verification. A registered user is hereinafter referred to as Buyer.
4. Use of the Service doesn't exclude conclusion of the framework agreement between Seller and Buyer.
5. Use of the Service requires to become acquainted with its manual available in the Seller's Sales Department.
6. Use of the Service stands for acceptance of the these terms and conditions.

II. Offer and submitting the orders

1. All prices presented in the Service are expressed in net amounts, unless otherwise provided.
2. All prices are expressed in the polish currency, unless the agreement with the Buyer provides otherwise.
3. The basic condition of completing the order is proper fulfilment and sending the order form by the Buyer, shared during the goods order procedure.
4. Your order will not be accepted for the execution in the event of providing incomplete data in the order form as well as in the case of creating the concerns of the Sale's Department. The buyer shall be informed immediately of the occurrence of such situation.
5. Orders placed by Customers, who do not comply with the policies of this regulation, will not be processed.
6. Orders can be submitted 24 hours a day, every day of the year. Orders placed at the weekdays after 2 p.m., on Saturdays, Sundays, and holidays will be processed on the next working day.
7. Information about products and prices presented in the Service does not constitute an offer within the meaning of the civil law but only invitation to negotiations.
8. Filling in and sending the order form by the Buyer, indicates placing of purchase order within the meaning of the civil law.
9. After accepting the order, the Seller may contact the Buyer in order to confirm the order.
10. The buyer chooses the way of delivery and payment method within the options made available by the Service in the order form.
11. The placed order will be executed immediately. Order lead time depends on products in stock, as well as way of delivery and payment method.
12. The ordered goods are delivered at the address indicated on the order form.
13. The Seller is not responsible for the lack of the possibility to complete the order for reasons beyond his control. The Seller will inform the Buyer immediately in the event of lack of possibility to complete the order. In this case the buyer will have the option to cancel the entire order or the part of it which prevents from completing the order in its entirety.
14. In the event of temporary unavailability of the ordered goods, the Seller will inform immediately the Buyer therefore. In this case the buyer will have the option to cancel the entire order or the part of it which prevents from completing the order in its entirety.
15. The order will be cancelled if:
 - a. the payment is not paid by bank transfer in the indicated time
 - b. the consignment is not reclaimed
16. Presented prices in the Service may change, but the price is always in force at the time of ordering of the selected order.

17. If the Buyer has the unpaid, overdue invoices, it is not possible for the Buyer to place orders until paying of overdue payments.
18. Registration of a Buyer on the ikupiec.pl service equals consent to receiving of pdf invoices as attachment sent to the given e-mail address given during order realization. Additionally, all invoices are available and can be downloaded on the service.

III. Personal data protection

1. In order to implement direct delivery to the final customer it is necessary to transfer data of the final customer by the Buyer to the Seller
2. Collected personal data will be processed in accordance with the "Act on the protection of personal data" from 29 August 1997 will be used solely for the purpose of realization of complex orders. These data are treated as confidential by the Seller and will not be disclosed to any third party.

IV. Terms of the delivery

1. At the time of placing the order, the Seller will be informed about total cost of the delivery of the ordered products.
2. In certain circumstances, the Buyer may be exempted from bearing the delivery costs. In this case the Buyer will be informed at the time of placing the order.
3. The Buyer may choose additional services associated with the delivery of the goods. These services are always payable in addition, and the fee for them will be automatically calculated by the Service. The Buyer will be informed about the costs of additional services at time of placing the order
4. Individual collection from the warehouse of the company ENAN S.A is not possible.
5. At the time of collection of the shipment, the Buyer is entitled to inspect the content of the parcel in the presence of employee of the courier company. If the parcel is damaged, has broken protective seals or tapes or its content is not corresponding to the order, the Buyer is entitled to refuse the collection of the shipment what he should immediately inform the Seller.
6. The resignation from the part of the order may result in total costs of the delivery.

V. Payment terms

1. At the time of placing the order, the Buyer will be informed about available payment methods.
2. If the agreement was concluded between the Seller and the Buyer, the Buyer may be granted a credit limit. Shopping with the credit limit can be made only up to the available credit limit.

VI. Complaints and returns

1. Goods presented in the Service are brand new and are subject to a manufacturer's warranty. In the case of that principle's violations, goods are properly described.
2. Complaints regarding created mechanical damage during transport and incompatibility of the shipment content with the order will be considered on basis of the written report issued at the time of goods collection in the presence of the courier and confirmed by him.
3. If the purchased item has technical defect, it must be immediately returned with the defect description and the invoice number.
4. Each return of the goods must include properly filled protocol which is available in the Seller's Sales Department.
5. In the case of a positive complaint consideration, the product will be exchanged for fully valued, and if this is not possible, another product will be offered or the corrective invoice will be issued to the value of the complained product

6. Shipping costs of the complained goods to the Seller will be borne by the Buyer, and the cost of shipping the repaired or replaced goods will be borne by the Seller.
7. The Seller does not accept any packages sent COD (cash on delivery).
8. Detailed conditions of goods return and claims are available in a separate regulation available in the Seller's Sales Department .

VII. Final provisions

1. The Seller reserves the right to change the terms of sale set out in this Regulation , including :
 - a. changes of prices for the presented range of goods ,
 - b. withdrawal of various products from the offer ,
 - c. way of presenting the offer and making available the information on the Service website .
2. If, for technical reasons , the Service is not available, the Buyer shall not be entitled to receive any compensation
3. All trademarks and brand name of manufacturers have been used only for information purposes .
4. In case hen some provisions of this regulation are in contrast to the provisions of the agreement concluded between the Seller and the Buyer, the contract clause is binding .
5. In matters not covered by these regulation the relevant provisions of law are applicable .
6. The Regulation will come into force as of 16.03.2015.