

# **Terms and Conditions**

## **1. Scope of Application**

1.1 These Terms and Conditions (hereinafter referred to as "Terms") of KYCT Ltd. (hereinafter referred to as "Seller") apply to all contracts concluded by a consumer or business customer (hereinafter referred to as "Customer") with the Seller via remote communication (e.g., telephone, fax, email, post). The inclusion of any Customer's own conditions is expressly excluded unless otherwise agreed.

1.2 A consumer is any natural person who enters into a legal transaction for purposes that are outside their trade, business, or profession.

1.3 A business is any natural or legal person, or a partnership with legal capacity, acting in the course of their trade, business, or profession.

## **2. Conclusion of Contract**

2.1 The Customer may send an informal inquiry to the Seller by email requesting an offer. The Seller will send a binding offer to the Customer for the sale of goods previously selected by the Customer.

2.2 This offer can be accepted by the Customer by sending an acceptance via email or by making payment of the purchase price within 7 (seven) days from the receipt of the offer. The day of receipt is not counted in the deadline. If payment is made, the date of receipt of payment by the Seller is decisive. If the last day of the period for accepting the offer falls on a Saturday, Sunday, or a public holiday at the Customer's location, the following business day shall apply instead. If the Customer does not accept the offer within the given period, the Seller is no longer bound by the offer.

2.3 The Seller will inform the Customer of this deadline in the offer.

## **3. Right of Withdrawal**

3.1 Consumers have a 14-day right of withdrawal from the date of delivery of the goods (or the last item in the case of multiple items in one order).

3.2 For further details on the right of withdrawal, please refer to the Seller's withdrawal instructions.

3.3 Return costs: The Customer is responsible for the cost of returning the goods unless the goods are faulty or not as described.

## **4. Prices and Payment Terms**

4.1 Unless otherwise specified in the product description, the prices stated are total prices, including the applicable VAT. Additional shipping and delivery costs will be separately indicated in the offer.

4.2 The payment method(s) will be communicated to the Customer in the Seller's offer.

4.3 If advance payment by bank transfer is agreed, payment is due immediately upon conclusion of the contract unless the parties have agreed upon a later payment due date.

## **5. Delivery and Shipping Terms**

5.1 Delivery will be made to the address specified by the Customer unless otherwise agreed.

5.2 If delivery fails due to reasons attributable to the Customer, the Customer shall bear the reasonable costs incurred by the Seller as a result. This does not apply to the cost of delivery if the Customer exercises their right of withdrawal.

5.3 Self-pickup is not possible for logistical reasons.

5.4 The Seller reserves the right to cancel the contract in the event of an incorrect or incomplete delivery by the supplier, provided that the non-delivery is not due to the Seller's fault.

## **6. Retention of Title**

The Seller retains ownership of the delivered goods until full payment of the purchase price has been made.

## **7. Liability for Defects**

7.1 In the case of contracts for the sale of goods:

- The Seller has the option to choose the method of remedy (repair or replacement).
- For new goods, the statute of limitations for claims based on defects is one year from the date of delivery of the goods.
- Claims for defects are excluded for used goods unless otherwise agreed.
- The statute of limitations does not restart if a replacement is provided under warranty.

7.2 These liability limitations do not apply:

- For damage claims based on gross negligence or intentional misconduct.
- For goods used in construction, where defects have caused damage to a building.
- For any obligation of the Seller to provide updates for digital products (if applicable).

7.3 Consumers are advised to report any visible transport damage to the carrier and inform the Seller immediately. Failure to do so does not affect their statutory or contractual rights regarding defective goods.

## **8. Applicable Law, Language of the Contract**

The contract is governed by the laws of Poland, excluding international private law (including the United Nations Convention on Contracts for the International Sale of Goods - CISG).

The language of the contract is Polish.

## **9. Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR)**

9.1 The Polish government provides an online platform for resolving disputes through the Alternative Dispute Resolution (ADR) process, accessible here: <https://www.uokik.gov.pl>. This platform serves as a point of contact for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

9.2 The Seller is not obligated to participate in an ADR procedure before a consumer arbitration board, nor is the Seller willing to participate.