

TERMS OF COOPERATION – CONSUMERS

Supplier: Transfer Multisort Elektronik Sp. z o.o. with the registered office in Łódź, Ustronna 41 street, 93-350 Łódź, registered in the District Court for the city of Łódź – Śródmieście in Łódź, the 20th Division of the National Court Register, under the KRS number: 0000165815, with the share capital of PLN 3,300,000.00, Tax Identification Number (NIP): 729-010-89-94, Statistical No. (REGON): 4731171710. Detailed contact information (e-mail, telephone and fax numbers) are available in the “Contact” tab.

GENERAL PROVISIONS

1.a. All provisions contained in subsequent sections of the terms of cooperation apply to all contracts concluded between consumers and Transfer Multisort Elektronik Ltd. (hereafter referred to as “TME”). They may only be subject to modification on the basis of individual written arrangements, signed by the consumer and TME. The Terms of Cooperation are published on the TME website: www.tme.eu, in the “Terms of Cooperation” tab.

1.b. The term “consumer”, referred to in the TME Terms of Cooperation, is defined in Art. 221 of the Act of 23 April 1964. CIVIL CODE (Journal of Laws 64.16.93, as amended) and means a natural person performing a legal activity with an entrepreneur not directly related to his/her business activity or profession. The party to agreements concluded with TME must be a natural person of full age.

1.c. Wherever in the terms of the agreement reference is made to “Catalogue”, it should be understood as an edition in printed form, CD/DVD, portable hard drive, website, advertising and press releases, leaflets, as well as all other methods of public presentation of commercial information by TME.

1.d. The consumer acknowledges that goods sold by TME, unless the manufacturer of a given products guarantees otherwise as regards their use, are not designed and dedicated for use, where faults may result to health and life threatening situations or catastrophe causing damage to property; and in particular are not designed for nuclear application, use in medical applications or to save and sustain life.

1.e. The consumer undertakes to comply with the customs, import and export regulations of the country to which the goods purchased from TME are to be delivered, as well as to acquire the necessary permits or licences for sale, export, re-export, import of goods from the country of origin, in so far as the legislation in force in these countries requires them to be obtained and to comply with the customs legislation of these countries.

1.f. The legally binding Terms of Cooperation is the Polish language version. Other language versions are only for informative purposes.

PRICES

2.a. Any information relating to goods, including prices contained in the Catalogue, constitutes an invitation to conclude a contract, but does not constitute an offer pursuant to Art. 66 of the Polish Civil Code.

2.b. Prices contained in the printed catalogue and on CD/DVD, portable drives, in advertising, press releases, leaflets and other information materials should be treated as indicative. The binding price during sales is the price published by TME on its website: www.tme.eu at the time of placing the order, unless a different price has been agreed in writing by an authorized employee of TME.

2.c. In the case of prepayments made for the purchase of a given commodity, the valid price is that quoted on the pro forma invoice. The price indicated in the pro forma invoice is exclusively valid until the last payment date for prices specified on this invoice.

2.d. Prices on the TME website: www.tme.eu are given in PLN, USD, EUR, HUF, CZK, RON, BGN, SEK, DKK, or GBP. Please, always check if the price in a given offer includes VAT. Prices never include shipping costs and tariffs. They are Ex-works Łódź prices. Prior to completion of the ordering process, the consumer is informed of the total price of the goods, comprising the purchase price of the goods, taxes and fees, and the costs of transporting the goods to the consumer.

2.e. Pursuant to Article 589 of the Civil Code, ownership rights for the goods is transferred to the consumer upon full payment of the price for the goods.

ORDERING METHOD

General information

3.a. TME accepts orders by phone, post, fax, e-mail, in person at TME's headquarters and via the online sale system on the website: www.tme.eu.

3.b. Goods can only be ordered in quantities according to the amount specified for the product (if not specified, the default quantity is 1), and no less than the smallest quantity in the price table located on the page of each product.

3.c. It is possible to place orders with delivery on a specified future date.

3.d. Placing an order is not an obligation to TME, and the lack of response does not imply a tacit acceptance of the order.

3.e. Placing an order is tantamount to submission by the consumer of a request to enter into a contract of sale for the products covered by the order. The offer is considered as accepted by TME the moment an e-mail confirming shipment is sent to the address provided by the customer during the account registration process at www.tme.eu or while placing the order, or at the time of concluding the individual contract of sale.

Orders placed via the Internet

The minimum technical requirements necessary for compatibility with the ICT system we use:

1. Access to the public area of the website at www.tme.eu (hereafter, also referred to as “website”) is available for all Internet users without having to fulfil any formality. This access is not subject to registration on the website.
2. A portion of the website resources is distinguished. Access to these resources is only possible for registered users of the website with an account and active e-mail addresses.
3. Use of this website is subject to the user's ICT system meeting the following minimum requirements:
 - a) the system shall include a web browser: Firefox min. 27, Chrome min. 30, IE min. 11, Microsoft Edge, Opera min. 17, Safari min. 9, Android min. 5.0, Java min. 8;
 - b) with cookie and JavaScript enabled.
4. The website is optimized to operate the above-mentioned software in 1024x768 resolution.
5. The minimum equipment requirement of the user's ICT system - 1GHz CPU, 512MB RAM.

To place an order using the online sale system, the customer should have an active e-mail account as well as an account in the www.tme.eu service. The registration form for creating an account on the website can be found in the “Your account” tab.

The account on the website: www.tme.eu is a personal client administration panel available to the client upon registration and signing in to the website, denoted by the customer's username and password and containing the customer's data and activities on the website. The client is obliged to keep confidential and not reveal the username and password to his/her account to a third party. Account deletion occurs at the request of the client sent to TME. The account is deleted immediately, no later than 7 days from receipt of the request, and where the client has orders under execution, no later than 7 days from the date of completion of the last of the orders. TME is entitled to waive the client's rights to use of the account on the website and/or to place orders using the online sales system, where the method of use by the client violates provisions of law, principles of social interaction, or rules of use of the account defined in the “Help” tab. Detailed information on the registration process and administration of the account on the website, as well as the procedure for placing orders is available in the “Help” and “How to buy – Order” tabs. Upon placing an order, the client receives an e-mail confirmation to the address provided during registration. On the day of transfer of the ordered goods to the carrier, the client shall also be informed via e-mail.

Orders placed by phone

During the telephone call, we shall ask the customer to provide the following information: name and surname, address, place of residence, phone number, customer number, if already assigned, as well as name of the chosen product, order quantity, delivery address, and preferred transport method. The provision of an e-mail address is not necessary, but recommended, as it allows to monitor the execution of the order, in particular, to send an e-mail confirming the submission of the order and shipment information for the ordered goods.

Orders placed by e-mail

Along with your order, you are required to provide the following information: name, address, phone number, customer number, if already assigned, and the name of the selected item, ordered quantity, delivery address, and selected transport method. After placing the order, a confirmation email shall be sent to the same address used for submitting the order, unless a different e-mail address was specified for this purpose in the order. On the day of transfer of the order to the carrier for shipment, the customer shall be informed via e-mail.

Orders placed by fax

Along with your order, you are required to provide the following information: name, address, phone number, customer number, if already assigned, and the name of the selected item, ordered quantity, delivery address, and selected transport method. The provision of an e-mail address is not necessary, but recommended, as it allows to monitor the execution of the order, in particular, to send an e-mail confirming the submission of the order and shipment information for the ordered goods.

Orders placed in person at the headquarters of TME

Orders may be placed at the headquarters of TME in Łódź.

Orders placed by post

Orders can be sent to the headquarters of TME in Łódź. Detailed information on the ordering process, including contact details for different ways of placing an order can be found in the “How to buy - Order” tab.

DELIVERY OF GOODS

4.a. TME offers delivery of goods to the countries indicated in the “How to buy” tab. Delivery of goods to countries outside the group is only possible subject to individual arrangements with TME. TME does not deliver goods to territories and people who under Polish or international law are subject to embargo or restrictions on trade and sales of goods. If in doubt, please contact the Sales Department at TME. Some products are only available for purchase in selected countries. If a product is unavailable in a given country, it cannot be added to the cart.

The consumer covers shipping costs, unless otherwise agreed in a separate agreement between the consumer and TME.

4.b. The shipping cost depends on the weight of the package, its size and country of destination, as well as the choice of carrier/freight forwarder.

4.c. Shipping costs are included in the order and invoiced with the first shipment containing the goods of a given order. Inclusion, at the request of the consumer, of an additionally ordered product to a second or third shipment containing a given order, means that the shipment containing the additionally ordered products shall be treated as a new order, and thus shipping costs shall be charged. Where the weight of a parcel does not fall within the lump weight for a given country (or such a lump weight is not defined), the shipping cost is individually agreed on with the TME Sales Department.

4.d. Delivery date is indicated in accordance with the ISO 8601 norm in the YYYY-MM-DD (year, month, day) format. The delivery time for a product includes the order processing time and transportation time by the carrier/freight forwarder. The order processing time is an indicative time counted from the moment of receipt of the order for processing until the subject of the order is issued to the carrier/freight forwarder. The order processing time is subject to the availability of a given product, while the transport time depends on the choice of carrier/freight forwarder. Details regarding delivery times are available in the “How to buy - Delivery time” tab.

4.e. A table of costs and delivery times can be found on the website: www.tme.eu in the “How to buy” tab.

4.f. The consumer chooses a carrier when placing the order from the different options offered by TME. Delivery by a carrier different than that offered by TME is only possible for individual agreements between TME and the consumer. Where a consumer chooses the Standard shipment method, TME makes the choice of the carrier from several entities that provide such services.

4.g. Receipt of goods at the TME headquarters located at 41 Ustronna street is impossible.

SALES DOCUMENTS

5.a. TME issues a sales document for every concluded transaction. In relation to consumers, it is always a VAT invoice.

5.b. Invoices may be issued among others in the following currencies: PLN, USD, EUR, HUF, CZK, RON, BGN, GBP, SEK or DKK. For sales via the Internet, the consumer selects the currency during the account registration process. Any subsequent change of the billing currency requires contact with the TME Sales Department. For some countries, the choice of certain currencies may not be available. A full list of billing currencies is available in the “How to buy - Prices” tab.

5.c. Consumers with account on the website www.tme.eu, may obtain invoices in an electronic form. Further details can be found in the “Help - E-invoices” tab.

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METHODS OF PAYMENT

6.a. TME accepts payments made in the following ways:

- payment upon receipt of the parcel (for selected countries),
- bank transfer,
- cash payment at the TME headquarters,
- payment by card
- wire transfer

The list of available payment methods for particular countries can be found at www.tme.eu, in the "How to buy" tab.

6.b. The consumer may negotiate terms of payment. In order to agree on the terms of payment, please contact the TME Sales Department.

6.c. Consumers from certain EU countries can make payments to TME's bank account in those countries. A list of these countries can be found at www.tme.eu, in the "How to buy" tab. The consumer shall incur all bank charges related to the transfer.

6.d. The settlement of payment for the ordered goods via PayU (formerly Platnosci.pl platform) is carried out according to the following rules:

- a) Payment via PayU may only be made by persons authorized to use a given instrument, on the basis of which payment is executed, in particular a payment card may only be used by its authorized holder. Any cases of abuse shall be reported to the competent departments of the Police.
- b) TME provides Customers with an appropriate transaction form. Data from the form is automatically transferred to the PayU Partner via PayU.
- c) After approval of the form of transaction and selection of a payment method via PayU, a customer of the on-line store is automatically redirected respectively: in the case of payments made by payment cards - to the PayU Partner's website, which is the authorization and settlement centre; in the case of payments made via internet bank transfer - to the PayU Partner's website, which is the bank; and in the case of payments via traditional wire transfer - to the PayU website. (In this case, the client should make the transfer exactly and in accordance with the generated bank payment form.)
- d) in order to make a payment, the customer should confirm payment on the website of the appropriate PayU Partner - bank or authorization and settlement centre, according to their policy. Should you make any changes in the payment form available on these websites and automatically supplemented by PayU, payment may not be executed.

QUALITY AND GUARANTEES

7.a. TME sells high-quality goods. The methods of transport, storage and packaging guarantee protection from mechanical and electrical damages.

7.b. Since 1998, TME has been using a quality control systems that meet the requirements of ISO9001:2009 and ISO14001:2005 standards, confirmed by a certificate available in the "About us - Quality management" tab.

7.c. An up-to-date list of products compliant with the RoHS directive is available at www.tme.eu. RoHS labels are not included in the printed catalogue, which is not to say that the products are not in compliance with the directive.

7.d. Goods may be covered by the manufacturer's or TME's warranty. If a product comes with a warranty, the provisions therein are binding. Information on the warranty period for particular goods can be found in the products' description at www.tme.eu. Detailed terms of the warranty are specified in the warranty document and at www.tme.eu in the "How to buy - warranty terms" tab.

7.e. The warranty on the goods sold does not exclude, limit or suspend the rights of the consumer's resulting from warranty for product defects.

Right of withdrawal

A consumer who has entered into a distance selling agreement with TME (i.e. using the website, e-mail, fax or telephone) has the right to withdraw from this contract within 14 days without giving any reason.

The deadline for withdrawal from the contract expires after 14 days from the day:

1. the customer came into possession of the item or a third party other than the carrier and person indicated by the customer came into possession of the item,
2. and in the case of an agreement requiring the transfer of ownership for several items delivered separately, in which the client came into possession of the last of the items or a third party other than the carrier and person indicated by a customer came into possession of the last of the items.

To exercise the right to withdraw from the contract, the consumer must inform **Transfer Multisort Elektronik Ltd, no. 41 Ustronna 41, 93-350 Łódź, tel. 42 645-55-65, fax 42 645-**

55-00, e-mail: reklamacje@tme.pl of their decision to withdraw from this agreement through an unequivocal declaration (for example; a letter sent by mail, fax or e-mail). The customer may use the model withdrawal form set out below and also available for download [here](#). However, it is not mandatory.

To maintain the withdrawal deadline, it is enough for the consumer to send information regarding exercise of the consumer right to withdraw from the agreement before the expiry of the withdrawal deadline.

Consequences of withdrawal from the agreement

In the event of withdrawal from this agreement, TME shall refund all payments received from the customer, including the cost of delivery of the goods (with the exception of additional costs resulting from the customer's choice of a different form of delivery other than the cheapest delivery method offered by TME), immediately and in any case no later than 14 days from the date on which TME was informed of the decision of the customer to exercise the right to withdraw from this contract. TME will refund payments using the same payment methods that was used by the consumer in the original transaction, unless the consumer has expressly agreed otherwise; in any case the customer does not incur any charges in relation to this refund. TME may withhold the refund until receipt of the items or the customer has provided evidence of return, depending on which event occurs first. Please immediately send or forward items to **Transfer Multisort Elektronik Ltd, no. 41 Ustronna street, 93-350 Łódź**, immediately and in any case not later than 14 days from the date on which the consumer informed TME of withdrawal from this agreement. The deadline is met if the consumer returns the item prior to expiry of 14 days. The consumer will have to incur the cost of the return of the goods. Where the goods given their nature cannot be returned in the usual way by post, the amount of these costs for sale in Poland is estimated at a maximum amount of approximately 100 PLN. The consumer shall only be liable for the diminished value of the item as a result of using it in a different way than was necessary to establish the nature, characteristics and functioning of the item.

Absence of the rights to withdraw from the agreement and circumstances under which the consumer loses the rights of withdrawal

The consumer is not entitled to withdraw from a distance agreement in relation to agreements:

- 1) for the provision of services, if the entrepreneur has performed a complete service with the express consent of the consumer, who had been informed prior to commencement that upon provision of the service by the entrepreneur, the consumer loses the right of withdrawal;
- 2) in which the price or remuneration depends on fluctuations in the financial market, on which the entrepreneur has no control, and which may occur prior to the expiry of the deadline for withdrawal from the agreement;
- 3) in which the subject of the service provided is not a prefabricated product, manufactured according to the specifications of the consumer or intended to meet the customer's individual needs;
- 4) in which the subject of the service provided is a perishable product or has a short shelf life;
- 5) in which the subject of the service provided is an item delivered in a sealed package that cannot be returned after opening due to health or hygiene reasons, if the packaging has been opened upon delivery;
- 6) in which the subject of the service provided are items that after delivery, due to their nature, are inextricably linked to other items;
- 7) in which the consumer specifically demanded that the entrepreneur visit him to make urgent repairs or maintenance; if the entrepreneur provides additional services other than those which the consumer demanded or provides items other than spare parts necessary for repair or maintenance, the consumer is entitled to withdraw from the agreement for the additional services or items;
- 8) in which services provided are visual or sound recordings or computer programs delivered in a sealed package if the package has been opened upon delivery;
- 9) concluded via a public auction;
- 10) for the supply of digital content, which are not stored on a tangible medium if the fulfilment of the service began with the express consent of the consumer prior to the expiry of the withdrawal deadline and after informing the consumer of the loss of the right to withdraw from the agreement.

MODEL WITHDRAWAL FORM

(This form must be completed and returned only if you wish to withdraw from the agreement)

Addressee: Transfer Multisort Elektronik Ltd no.41 Ustronna street, 93-350 Łódź, fax 42 645-55-00, e-mail: reklamacje@tme.pl

I /We^(*) hereby inform you^(*) of my/our^(*) withdrawal from the contract of sale for the following items:.....

Date of conclusion^(*)/receipt^(*):.....

Name and surname of the consumer(-s):.....

Address of the consumer(-s):.....

Additional data (optional, but very helpful for proper handling of the case):

Customer's number:.....

Invoice number:.....

NOTE: Refund of payment is made using the same payment methods that were used by the consumer in the transaction unless expressly agreed otherwise; in any case, the consumer does not incur any charges in relation to the refund. If payment was made by bank transfer or payment card, where a bank account number is not specified, the refund will be made to the bank account or payment card from which payment was made; for payment upon delivery, refund will be made by postal order should the consumer decide not to consent to a bank transfer - see below:

I consent to the refund of payments by bank transfer to the account number:.....

Signature of the consumer(-s)

(only if the form is sent in paper version)

.....

Date

(*) Delete if not applicable

COMPLAINT PROCEDURE

8.a. We accept and examine consumer complaints in accordance with applicable law, in particular pursuant to the Act of 23 April 1964 of the Civil Code (Journal of Laws 2014 item 121 - uniform text, as amended).

Under the law, the Seller is obliged to deliver the ordered goods without defects. The Seller is liable to the consumer, if the item sold has a physical or legal defect (warranty). Physical defect is the non-conformance of an item sold with the agreement. In particular, an item sold is inconsistent with the agreement if:

- 1) it does not have the properties characteristic of such type of item given the purpose indicated in the agreement or arising from circumstances or applications;
- 2) it does not have properties, the existence of which the seller assumed the buyer, including by providing a sample or model;
- 3) it is unfit for the purpose, for which the buyer has informed the seller during the conclusion of the contract, and the seller did not raise any objections as to such application;
- 4) it was delivered to the consumer incomplete.

If the buyer is a consumer, the assurance of the seller is treated on an equal footing with the public assurance of the manufacturer or its representative, the person introducing the item to the market within the scope of his/her business activity, and persons who by placing their name, trademark or other distinctive signs on the item sold, present themselves as the manufacturer. TME is not liable to the consumer, where the item sold lacks properties arising from the public assurances referred to in the preceding sentence, if it was either unaware of these assurances or judging reasonably, could not have known or influenced the decision of the buyer to conclude the sales agreement, or where their content have been corrected prior to the conclusion of the sale agreement. An item sold has a physical defect in the event of its incorrect assemblage and launch, if these actions were performed by the seller or a third party, for which TME is responsible, or by the customer who acted according to the instructions received from TME.

TME is liable subject to warranty for physical defects that occurred at the moment of transfer to the client, for the danger of accidental loss or damage of items (issue of items to the consumer) or resulting from underlying causes in the item sold at the same time.

8.b. We encourage you to report any complaints using the complaint form on the website www.tme.eu in the tab "How to buy - Complaint form". Complaints about goods sold on the Polish territory can also be reported to the Complaint Department:

- via tel. no. +48 42 645 55 65,
- via fax no. +48 42 645 55 00,
- by e-mail to the following address: reklamacje@tme.pl or
- in writing to the following address: Transfer Multisort Elektronik Ltd., 41 Ustronna street, 93-350 Łódź",

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and in the case of sales outside the Polish territory, to TME Export Department:

- via tel. no. +48 42 645 54 44,
- by e-mail to the following address: export@tme.eu, or
- in writing to the following address: Transfer Multisort Elektronik Ltd., no. 41 Ustronna street, 93-350 Łódź, Poland.

The complaint should contain an accurate description of the reasons for the complaint and expected method of handling. TME may demand the presentation of the proof of purchase. The seller shall consider complaints from consumers and inform them of any further procedure within 14 days.

8.c. Returns of defective goods or goods delivered by mistake should be effected immediately by means of shipment without payment on delivery and after consultation with an employee of TME Complaint Department. The employee of the TME Complaint Department may in a particular cases suggest commissioning the receipt of goods to a particular carrier or courier.

8.d. Should the consignment reach You in a state indicating mechanical damage during transport, please check it in the presence of the courier and draw up a protocol describing the damage. Such a protocol signed by the carrier helps to facilitate acknowledgment of the complaint.

8.e. Refund Policy: In the case of payment for goods purchased by way of e-money transfer via PayPal or PayU, TME shall refund the payment via the same channel the payment was made, and in other cases, to the bank account indicated by the customer, unless TME and the client agree otherwise.

8.f. If the item sold has a defect, the consumer may:

- 1) submit a statement requesting a reduction in the price or withdrawal from the agreement, unless TME immediately and without undue inconvenience to the consumer replaces the defective item for one free from defects, or removes the defect. This restriction does not apply if the item has already been replaced or repaired by TME, or when TME did not replace the item for one free of defects or did not remove the defect. The reduced price should be proportional to the price resulting from the agreement, in which the value of defective items remains the same as the value of the items without defect. The consumer cannot withdraw from the agreement, if the defect is irrelevant;
- 2) request replacement of items for those free of defects or remove the defects. TME is obliged to replace the defective item for one free from defects or to remove a defect within a reasonable period without excessive inconvenience to the consumer. TME may refuse to compensate the consumer, if bringing the defective item into conformity with the agreement in the manner chosen by the consumer is impossible or in comparison with other possible means, bringing it to conformity with the agreement would entail excessive costs.

LAW

9.a. Transfer Multisort Elektronik Ltd is the owner of the copyright or other legal rights to the materials contained in the catalogue and on the website, in particular to the pictures, descriptions, translations, graphic forms and methods of presentation.

9.b. Any reproduction of materials and technical information contained in catalogues, on websites or otherwise provided by TME requires the written consent of TME.

9.c. Any disputes arising between the consumer and TME shall be resolved in accordance with applicable law. With the consent of both parties to the agreement, the consumer can take advantage of the extra-judicial handling of complaints and redress before the consumer arbitration courts at the provincial Trade Inspection Authority. Information on the principles of access to this procedure can be found on the websites of the provincial Trade Inspection Authority or at the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl.

9.d. If any provision of these Terms of Cooperation is deemed invalid or unenforceable by a court of competent jurisdiction or as a result of changes in legislation, such acknowledgement or action shall not invalidate or render ineffective the remaining provisions of these Terms of Cooperation. Where the provisions of these Terms of Cooperation are conclusively acknowledged to be illegal or unenforceable, such provisions shall be excluded from the Terms of Cooperation, however, all other provisions will remain in full force and effect, and the provisions found to be illegal or unenforceable shall be replaced with a provision of similar meaning, reflecting the

original intent of the particular provision, to the extent permitted under applicable law.

9.e. The provisions of these Terms of Cooperation do not place any obligation on a client with a consumer status to the extent to which, in the light of existing legislation, may be considered as unlawful contract provisions (Art. 3851-Art. 3853 of the Polish Civil Code) or violating the mandatory regulations concerning the conclusion of contracts with consumers, in particular the regulation on consumer sales. When concluding and executing agreements with consumers, we comply with the mandatory provisions of the law.

PERSONAL DATA PROTECTION

10. TME undertakes to process the personal data of the consumer subject to conditions set out in the relevant provisions of law that apply within this scope. By accepting these Terms of Cooperation with TME, the consumer agrees to the processing of his/her personal data by Transfer Multisort Elektronik, Ltd. in connection with the execution of contracts of sale for the goods offered. The Consumer is entitled to all rights resulting from the Act of 29 August 1997 on Personal Data Protection (Journal of Laws No. 101, item 926 of 6 July 2002, as amended). Detailed information regarding the processing of personal data by TME can be found at www.tme.eu in the "Privacy Policy" tab.

11. These Terms of Cooperation shall enter into force on 25/12/2014.

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