

# Terms of cooperation - Business customers and institutions

## GENERAL PROVISIONS

Supplier/TME: Transfer Multisort Elektronik Sp. z o.o. with the registered office in Łódź, at 41 Ustronna str., 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, the share capital of PLN 3,300,000.00, Tax Identification Number (NIP): 729-010-89-94, Statistical No. (REGON): 4731171710

1.a. All the provisions included in these Terms of Cooperation apply to all the agreements made between Customers and Transfer Multisort Elektronik Sp. z o.o. (TME). They can be changed on the basis of individual written arrangements, signed by authorized Customer's employees and by TME. The TME's Terms of Cooperation are published on the website [www.tme.eu](http://www.tme.eu), in the „[Terms of Cooperation](#)”.

1.b. A party in the agreements made with TME can be exclusively an adult natural person or a legal person or an organizational unit without legal personality, to which separate provisions grant legal personality, hereinafter called the Customer.

1.c. Agreements realization provisions being in force in the Customer's company, different from the TME's provisions, will not be accepted by TME. Any additional or different Customer's trade provisions are binding for TME only when they have been explicitly accepted by Transfer Multisort Elektronik Sp. z o.o. in writing.

1.d. If the Customer remains in a constant trade relationship with TME, their acceptance of the TME's Terms of Cooperation when registering as a TME customer or at first ordering shall be deemed as acceptance with regard to all subsequent agreements, unless a separate agreement regarding a given order has been made with TME, regulating the provisions of its processing. In case of a change in the Terms of Cooperation made by TME during trade cooperation, the acceptance of these changed terms at first ordering shall be deemed as their acceptance for all the subsequent agreements.

1.e. Wherever in the Terms of Cooperation the catalogue is mentioned, it should be understood as its printed copy, a CD/DVD, portable disks, a web page, advertisements and press information, leaflets and all the other ways of public presentation of our company's trade information.

1.f. The binding version of Terms of Cooperation is the Polish language version. Other language versions serve information purposes only.

1.g. The Buyer acknowledges that consumer acknowledges that goods sold by TME, unless the product manufacturer has represented otherwise as regards the products' intended use, are not designed and dedicated for any applications in which a failure may result in a situation threatening human health or life or in disastrous damage to property; and in particular they are not designed for medical applications or to save and sustain life or for nuclear applications, nor are they intended to be used in the design, manufacture or otherwise used in so-called supercomputers.

## PRICES

2.a. Any information relating to goods, including prices contained in the Catalogue, on CD/DVD, on the TME's website or in other information material constitutes only an invitation to conclude a contract, but does not constitute an offer under Art. 66 of the Polish Civil Code.

2.b. Prices included in the catalogue and on the CD/DVD, as well as in other information materials should be treated as approximate. The binding price during sales is the price published by TME on its website: [www.tme.eu](http://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 case of advance payment made for a given product purchase, the price being in force shall be the proforma invoice price. The price indicated in the proforma invoice shall be in force only until the last day of the payment deadline indicated in this invoice.

2.d. The prices shown on the web page [www.tme.eu](http://www.tme.eu) are in: PLN, USD, EUR, HUF, CZK, RON, BGN, SEK, DKK, GBP. Please, always check whether a given offer's price includes VAT. The prices never include shipping and customs costs. They are Ex Works Łódź prices.

2.e. In accordance with Art. 59 of the Polish Civil Code, the owner's right for the goods is transferred to the Customer at the moment of total payment for ordered goods.

## ORDERING METHOD

3.a. TME accepts orders by phone, post, e-mail and via the [www.tme.eu](http://www.tme.eu) online sales system ("service").

3.b. TME is not liable for any effects of incorrect or illegible order made by the Customer, especially for any incorrectness resulting in a delay in the order processing and failure in delivery of ordered goods.

3.c. Placing an order does not bind TME and lack of response does not mean any silent acceptance of the order.

3.d. Goods can be ordered only in quantities appropriate to their multiplicity indicated next to the product (if the multiplicity is not indicated, it is implicitly 1) and not lower than the lowest quantity in the chart of prices.

3.e. At a Customer's request, a confirmation of placed orders is sent.

3.f. It is possible to place orders with delivery on specified future terms.

3.g. If the Customer has made an advance payment and it is not possible to complete the order, TME will issue a correction document for the value of the uncompleted order.

3.h. To place an order, the Customer can either log in to their account in the service or make purchase without registration, by following the relevant instructions available in the service under the "[Help](#)" tab. Account registration and order placement on behalf of a company is carried out by a person authorised by the Customer. After placing an order, an order confirmation e-mail will be sent to the e-mail address provided by the customer during account registration or in the order form. Order confirmation is tantamount to concluding a sales contract under the terms and conditions described in these terms of cooperation. The customer can verify the order via their account or, if they placed an order without registration, via the "order status" link attached to the order confirmation e-mail. To verify the order status without registration, the customer needs to enter the e-mail address provided by them in the registration form and the order number specified in the order confirmation. Order verification without registering an account is available for 30 days after the order was confirmed.

## DELIVERY OF GOODS

4.a. Shipping costs are incurred by the Customer, unless it is agreed otherwise upon a separate agreement made between the Customer and TME.

4.b. The amount of shipping costs depends on a package's weight, its dimensions, country of destination, and a selected carrier/forwarder.

4.c. Shipping costs are added to the order and invoiced with the first shipment containing the goods from a given order. On a Customer's request, combining additionally ordered goods with the second or any subsequent shipments containing the goods from a given order means that such shipment including additionally ordered goods will be treated as a new order and the shipping costs will be added to it. If a package weight exceeds the lump sum for a given country (or such a lump sum has not been established), then the shipping costs are calculated by the TME Export Department.

4.d. Terms of deliveries are approximate terms, unless the Customer agreed with TME the delivery term based on a separate agreement.

4.e. Term of delivery is specified in the ISO 8601 standard.

4.f. Costs and delivery times chart can be found on the [www.tme.eu](http://www.tme.eu) site in the "[How to buy](#)" section.

4.g. TME selects a forwarder/carrier, unless it has been agreed otherwise in a separate agreement between the Customer and TME. The Customer agrees that the carrier may leave the package at the delivery address without the addressee having to confirm its receipt, in accordance with the carrier's delivery policy.

4.h. The collection of goods from TME at 41 Ustronna str. is possible only after individual arrangements to that end are made by the Customer and TME.

## EU DELIVERIES

5.a. Customers from the European Union are obliged to give their European registration VAT number in order to make purchases at 0% VAT rate. If we do not receive such a confirmed number from you as well as the confirmation of the goods receipt, we will be obliged to issue an invoice with the Polish tax on goods and services (VAT) in accordance with the rate currently being in force. The Customer can be charged with Polish tax on goods and services (VAT) if they do not present TME the confirmation of European registration VAT number validity on the day of the agreement conclusion with TME, or if this number is invalid on the day of the delivery. The Customer will be charged with the Polish tax on goods and services also when they transport the goods abroad on their own and when they do not provide us with the confirmation of exporting the goods to another European Union's country.

## EXPORT

5.b. Customers with their head office outside the European Union receive the VAT invoice and the EAD customs document containing a unique MRN number together with the goods. This code should be presented on the European Union's border. If the goods do not leave the European Union's customs border within 150 days from the EAD document issuance or if crossing the border is not confirmed by the Border Customs Office, you will be charged with the tax on goods and services (VAT), according to the current rate being in force.

5.c. The customer acknowledges that the law provisions of some countries and international organizations introduce restrictions on trade in certain goods and their related technology and documentation with specific countries, entities or individuals and declares that in the light of the applicable national and international law he/she is not deprived of the right to acquire the goods offered for sale by TME.

5.d. The customer undertakes to comply with the law, including customs, import and export regulations of the country to which the product purchased from TME is to be shipped, as well as to obtain all the necessary permits or licenses for trade, export, re-export and import of goods from the country of origin, where the law provisions in force require such permits, and also to comply with the customs regulations of the countries.

5.d.1. The Customer undertakes to comply with all the official acts, in particular the provisions of the acts of law, regulations, orders and issued under them: decisions and sanctions – to the extent to which that they relate to the goods purchased from TME (hereinafter: the Goods), including but not limited to: (i) the US Export Administration Regulations; (ii) the US International Traffic in Arms Regulations; (iii) the laws and regulations on economic sanctions administered by the US Foreign Assets Control of the Department of the Treasury; (iv) European Union legislation on export controls and sanctions; (v) United Nations sanctions policy; (vi) all relevant rules established under any of the above-mentioned regulations; and (vii) other applicable economic sanctions, export controls, or import regulations (collectively: "Export Regulations").

5.d.2. The Customer represents that they: (i) will only use the Goods for civilian end uses and will not use the Goods for unauthorized military end uses within the meaning of the Export Regulations; (ii) will not allow restricted end users to obtain the Goods except as permitted by the Export Regulations; (iii) will not allow prohibited or sanctioned entities to obtain the Goods except as permitted by the Export Regulations, including, but not limited to, persons listed on: (A) the U.S. Specially Designated Nationals List, the Denied Persons List, Entity List, or (B) the consolidated list of persons, groups and entities subject to EU financial sanctions implemented under the EU's Common Foreign and Security Policy; (iv) will not use the Goods for end uses prohibited by the Export Regulations, such as the design, modification, production or manufacture of nuclear, missile, chemical or biological weapon, nor will they use the Goods for the design, improvement, repair or manufacture of so-called supercomputers.

5.d.3. The Customer shall not knowingly re-export, resell, transfer or otherwise make the Goods available to the third parties who fail to confirm expressly and unequivocally that they comply with the rules set out in point 5.d, including in point 5.d.1 and 5.d.2. of these general terms and conditions.

## SALES DOCUMENTS

6.a. TME issues a sales document to every transaction made. It is always a VAT invoice, but depending on a Customer and a transaction type, it may be one of the following types of VAT invoices.

6.a.1. **Net VAT invoice**, containing net prices and goods values. The tax is calculated as a product of value multiplied by rate. This type of invoice is issued to Customers with business activity, having legal personality and organization units not having legal personality to which separate regulations grant legal capacity.

Issuing a net VAT invoice can depend on providing TME with the documents confirming conducting business activity or holding legal personality.

6.a.2. **Gross VAT invoice**, i.e. invoices containing prices and values of goods with VAT. This type of invoices is issued to all individual Customers (consumers).

6.b. Invoices can be issued, among others, in the following currencies: PLN, USD, EUR, HUF, CZK, RON, BGN, SEK, DKK, or GBP. The complete list of currencies can be found on the web page [www.tme.eu](http://www.tme.eu)/[www.tme.com](http://www.tme.com).

6.c. Customers who have an account in the [www.tme.eu](http://www.tme.eu) service, can receive electronic invoices. Further details can be found in the "[Help - E-invoices](#)" tab. Customers who place an order without registering an account receive VAT invoices in an electronic form only. By accepting these terms, the consumer agrees to the sending of electronic VAT invoices to their e-mail address.

## METHODS OF PAYMENT

7.a. TME accepts payments made in the following ways: cash on delivery (only selected countries), bank transfer, cash and payment by credit cards or by electronic transfers. The complete list of available ways of payment for a given country can be found on the web page [www.tme.eu](http://www.tme.eu) in the "[How to buy](#)" section.

7.b. Customers can negotiate the payment method. In order to agree on the terms of payment, please contact the TME Export Department.

7.c. To obtain a deferred payment term Customers need to send us their company's up-to-date registration documents (or other documents on demand). Also, it requires the approval from the TME Accounting Department.

7.d. TME reserves the right to charge the statutory penalty interest for untimely payments by the Customer and the possibility of charging the Customer with debt collection costs on the terms and in the amount provided for in the provisions in force on the date of the contract.

7.e. TME reserves the right to refuse an order, to withhold the order processing, or to withhold the shipment of goods ordered if the Customer falls behind with payments, or if their legal or financial situation can cause problems with making payments in the future, or when TME has doubts about the financial situation of the Customer.

7.f. Customers from certain European Union countries can make their payments to our bank accounts in those countries. A complete list of countries can be found on the web page [www.tme.eu](http://www.tme.eu) in the "[How to buy](#)" section. All bank transfer fees regarding the money transfer are incurred by the Customer.

7.g. Payments for ordered goods made via PayU are settled in accordance with the following rules:

a) Payments via the PayU System can be made only by persons who are authorized to operate the instrument which is used to make payments, in particular a credit card can be used only by its authorized holder. Detected cases of fraud will be reported directly to the competent police departments.

b) TME provides its Customers with an appropriate transaction form. Data from the form are automatically transferred to the PayU System Partner via the [Platnosci.pl](http://Platnosci.pl) system.

c) After approving the transaction form and selecting the PayU System as a payment method, the Customer is automatically redirected to the website of the authorization and settlement centre that is the PayU System Partner; in the case of payments with credit cards – to the website of the bank that is the PayU System Partner, and in the case of payments via a traditional transfer – to the PayU Service website. (In this case the Customer should make the transfer strictly in accordance with the generated bank transfer form).

d) In order to make a payment, the Customer should confirm the payment on the website of the appropriate PayU System Partner, i.e. a bank or an authorization and settlement centre, in accordance with the rules defined by these entities. If any changes are made in the payment form that is facilitated on these websites and automatically completed by the PayU System, it is possible that the payment will not be processed.

## QUALITY AND GUARANTEES

8.a. Goods sold by our company are of high quality. The way of their transportation, storage and packaging ensures their protection against damages, both mechanical and electrical.

8.b. High quality is a value that is important for TME not only in relation to the products offered, but also to the level of services provided. To this end, TME, has implemented an Integrated Quality Management and Environmental Management System, which is continuously improved in accordance with the requirements of the PN-EN ISO 9001:2015-10 and PN-EN ISO 14001:2015-09 standards, as confirmed by the certificate available on our website under the "About us - Quality System" tab.

8.c. An up-to-date list of products consistent with the RoHS Directive can be found on the web page [www.tme.eu](http://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.

8.d. If a product contains a warranty, its provisions are binding.

## COMPLAINT PROCEDURE

9.a. Please, submit all remarks concerning the quality of the products sold, customer service and discrepancies between the factual state and the invoice in writing to our Complaints Department: [+48 42 645 55 65 reklamacje@tme.pl](mailto:+48.42.645.55.65.reklamacje@tme.pl), and in the case of export, to TME's Export Department : [+48 42 645 54 44 export@tme.eu](mailto:+48.42.645.54.44.export@tme.eu).

9.b. Returns of defective and mistakenly delivered goods should be made exclusively after obtaining the consent from a TME Complaint Department employee. The goods can be returned only by shipment without cash on delivery. A Complaint Department employee can, in specific cases, ask a specific forwarder or carrier to collect the goods.

9.c. The reason for the return may also be the delivery by TME of the products with parameters other than those described in our catalogue, if the discrepancy of parameters affects the functionality of the products determined in accordance with their intended purpose.

9.d. After we receive the complaint notification and the goods concerned (if TME considers the examination of the goods as indispensable to consider the complaint) we examine the legitimacy of a given complaint. In case of accepting the complaint, it is only possible to reimburse the money, grant compensation with the current charges, or replace the goods with products free of any defects.

9.e. In the event that the complaint is accepted, a corrective invoice will be issued as a confirmation that its terms and conditions between the Customer and TME have been agreed and fulfilled. Pursuant to art. 29a(13) and Art. 86(19a) of the VAT Act of 11 March 2004, the corrective invoice constitutes a confirmation of the agreement on reducing the taxable base between the parties.

9.f. The complaint must include precise description of the complaint cause, a copy of purchase document and expected way of settling the complaint, selected from the ways described in item 9.d. A complaint notification should be made in the complaint form which can be found on the web page [www.tme.eu](http://www.tme.eu) in the "How to buy" section, "[Complaint form](#)" tab.

9.g. Quantity complaints can be reported not later than 7 working days from the date of receiving the shipment.

9.h. If the shipment arrived in a state that indicates possible mechanical damage during transport, the Customer should check it in the presence of the courier and make a protocol describing the damages. Only such a protocol, signed by a forwarder, constitutes the basis for the complaint.

9.i. TME's responsibility for delivery of defective goods is limited to the goods' replacement or reimbursement of the amount paid.

9.j. Refund Policy: If the payment for the purchased goods was made by e-transfer, PayPal or PayU, TME will refund the money using the same payment method, and in other cases – the refund will be made to the bank account indicated by the Customer, unless TME and the Customer agree to make the refund in another way.

## LIMITATION OF THE LIABILITY

10.a. Transfer Multisort Elektronik Sp. z o.o. shall not be liable for any damage resulting from the failure to meet the delivery date, delivery of products with parameters other than those included in the catalogue or online offer, as long as the discrepancy of parameters does not affect the functionality of the products determined in accordance with the intended purpose of the product, failure to deliver a product or price changes. Particularly, we are not liable for breaks in the production process, loss of profit, or indirect losses arising due to non-delivery of the appropriate goods in a given term. The above limitations do not apply to a

situation, in which there was a separate agreement made regarding the goods' delivery between the Customer and TME, in which the terms of delivery and liability for not meeting them were specified.

10.b. TME is not liable for the effects of the delivered products misuse.

10.c. TME is not liable for any mistakes in the print of the catalogue or any mistakes in technical documentation available on the Internet.

10.d. We also reserve the right to deliver goods with parameters other than those included in the catalogue, as long as the discrepancy of the parameters does not affect the functionality of the products determined in accordance with their intended purpose. Therefore, after receiving the goods from us, please check whether their properties do not differ from your requirements. The parameters and descriptions of the offered products are approximate only and may not constitute grounds for claiming compensation, as long as the non-conformities in this regard do not affect the functionality of the products determined in accordance with their intended purpose. It is the Buyer's responsibility to ensure the proper use and application of the products.

10.e. TME is not responsible for any unlawful use of goods purchased from TME.

10.f. In the event of a [quality] warranty being granted, TME shall not be liable for any damage resulting from the failure to handle the complaint in time.

10.g. Subject to further restrictions provided for in these terms and conditions of cooperation, the responsibility of TME for non-performance or improper performance of the contract for sale of goods and warranties, regardless of the legal basis of the claim, is limited to liability for the actual losses incurred by the customer in the amount equivalent to the payment made for the price of the good affected by the non-performance or improper performance. At its discretion, TME will repair or replace a defective product with one free of defects, or refund the payment for the product, thus exhausting all claims from the Customer with respect to delivery of a defective product.

10.h. The liability of TME under the statutory warranty for defects in the sold items is excluded.

## **FORCE MAJEURE**

11.a. TME is not liable for non-performance of the contractual obligations in whole or in part if external occurrences take place, described as "force majeure", which cannot be controlled by TME. The "force majeure" term is understood as all unforeseen occurrences independent of TME, arisen after the agreement's conclusion, such as in particular: war, riots, catastrophes, floods, transport problems, or strikes.

11.b. If the "force majeure" period exceeds 2 weeks, both the Customer and TME have the right to terminate the agreement with an immediate effect without liability for damages caused by the agreement termination because of the "force majeure" occurrence.

## **LAW**

12.a. Transfer Multisort Elektronik is the owner of copyright or holds other legal title to the material contained in the catalogue and on the website, in particular to photographs, descriptions, translations, graphic form and presentation.

12.b. Any reproduction of the information and technical materials in catalogues, on web pages or in any other way delivered by TME demands the TME consent in writing.

12.c. The above conditions shall be effective until their changes in the official trade materials and in the TME's ranges of products are published.

12.d. These Terms of Cooperation are subject to the Polish law, and the place of resolving disputes shall be a common court law competent for the TME's head office (Łódź, Poland). TME can also take legal action against the Customer in the court having the jurisdiction over the Customer's place of residence. Application of Vienna Convention on international sales of goods of April 11, 1980 shall remain excluded.

12.e. The Customer cannot assign any of their rights, obligations or liabilities resulting from the agreement concluded with TME without a prior written consent of TME. Unless otherwise agreed by the parties in writing, the possibility of the Customer's liabilities deduction with the TME's liabilities and with other liabilities resulting from the agreement that the parties may have towards each other shall be excluded.

12.f. If any resolution of these Terms of Cooperation is recognized as invalid or ineffective by the competent court or as a result of legal regulations' change, such recognition or actions do not make the remaining resolutions of these Terms invalid or ineffective. If the resolutions of these Terms of Cooperation are finally recognized as illegal or ineffective, these resolutions shall be recognized as excluded from the hereto Terms of Cooperation, however all other resolutions shall be still obligatory and effective, and the resolutions recognized as illegal or ineffective shall be replaced by a resolution of a similar meaning, reflecting the original intention of the initial resolution, within the scope permitted under the applicable law.

## TECHNICAL REQUIREMENTS

13. Minimum technical requirements necessary for cooperation with the ICT system that we use:

1. Access to the public part of the service at the following address: <https://www.tme.eu> (hereinafter, the service) is granted to all users of the Internet without necessity of meeting any kind of formalities. The said access is not subject to registration in the service.
2. Part of the service resources is isolated. Those resources can be fully accessed only by users who register in the service and have active electronic mail address.
3. In order to use the service, user's ICT system has to meet the following minimum requirements:
  - a) the system should have a browser: Chrome, Firefox, Microsoft Edge, Safari or Opera in the latest version;
  - b) enabled cookies and JavaScript.

## PERSONAL DATA PROTECTION

14.a. The Seller undertakes to process the Customer's personal data under the conditions specified in the relevant legal provisions that apply in this regard, in particular those specified in the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons 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) and in the Personal Data Protection Act of 10 May 2018.

14.b. The Seller processes the Customer's personal data as the Data Controller.

14.c. Providing personal data by the Customer is voluntary, but necessary for the registration on the website or conclusion of a sales contract.

14.d. The Seller applies appropriate technical and organizational measures to protect the personal data processed.

14.e. More information on the processing of the Customer's personal data, in particular the purposes for the processing thereof and the Customer's rights, can be found in the Privacy Policy of the TME Group available on the Seller's website.

## CONSUMER PROTECTION

15.a. Natural persons, when concluding with TME a contract which is directly related to their business activity but, as follows from the wording of the contract, does not have for them a professional character, which is in particular implied by the objects of their business activity made available under the regulations on the Central Registration and Information on Business (hereinafter: Individual Businesses under Consumer Protection), are subject to a broader scope of protection than other businesses. For this reason, the following provisions of these General Terms of Cooperation do not apply to the contracts concluded between TME and Individual Businesses under Consumer Protection:

(i) point: 3b;

(ii) point: 9c, 9f, 9h;

(iii) points: 10a, 10d, 10f, 10g;

(iv) point 12d to the extent to which it provides for the exclusive jurisdiction of common courts in Łódź; all



possible disputes between TME and an Individual Business under Consumer Protection shall be settled by a locally and materially competent court pursuant to the provisions of the Code of Civil Procedure Act of 17 November 1964;

(v) point 12e to the extent to which it excludes the possibility of setting off the receivables of the Customer being the Individual Business under Consumer Protection against the receivables of TME.

15.b. Individual Businesses under Consumer Protection who place an order via the online sales system at [www.tme.eu](http://www.tme.eu) submit a declaration about their status within a given transaction at the stage of order confirmation. The declaration is made by unchecking the appropriate checkbox, which is equal to making a declaration that the Customer makes a purchase as an Individual Business under Consumer Protection, or leaving the checkbox marked, which is equal to making a declaration of purchase as a Business Customer or an Institutional Customer who is not covered by consumer protection. In the case of placing orders by phone, letter or e-mail, Individual Businesses under Consumer Protection are asked to include in the order the following declaration:

"I declare that the purchase is not directly related to my business activity and does not have for me a professional character, which is specifically implied by the objects of my business activity, made available under the regulations on the Central Registration and Information on Business"

or to submit a differently worded but express declaration on the use of Consumer Protection. Failure to submit the statement results in the Customer being treated as a Business Customer or an Institutional Customer who is not subject to Consumer Protection.

## **RIGHT TO WITHDRAW FROM THE CONTRACT**

15.c. An Individual Business under Consumer Protection who entered into a sales contract with TME remotely (i.e. via a website, e-mail, telephone) has the right to withdraw from that contract within 14 days, without stating the reason for their withdrawal. In the case of a contract concluded during a non-scheduled visit to the consumer's place of residence or ordinary stay or during a trip, the deadline for withdrawal is within 30 days. The deadline for withdrawal from the contract lapses 14 days counted from the following date:

i) the date on which the Individual Business under Consumer Protection or a third party designated by them other than the carrier came into possession of the goods,

ii) in the case of a contract including an obligation to transfer the ownership of multiple goods that are delivered separately, in batches or in parts – the date on which the Individual Business under Consumer Protection or a third party designated by them other than the carrier came into possession of the last item, batch or part of the goods.

15.d. In order to exercise their right to withdraw from the contract, the Individual Business under Consumer Protection must inform: Transfer Multisort Elektronik Sp. z o.o., 41 Ustronna str., 93-350 Łódź, tel. 42 645-55-65, fax 42 645-55-00, e-mail: [reklamacje@tme.pl](mailto:reklamacje@tme.pl) about their decision to withdraw from the contract, by making an unequivocal statement (for example in a letter sent by post or e-mail). An Individual Business under Consumer Protection may use the template of the withdrawal form placed below and available for download here, but it is not obligatory. In order to meet the deadline to withdraw from the contract, it is enough for the Individual Business person under Consumer Protection to send the information regarding the exercise of their right to withdraw from the contract before the deadline to withdraw from the contract.

## **EFFECTS OF WITHDRAWAL FROM THE CONTRACT**

15.e. In the case of withdrawal from the contract, TME returns to the Individual Business under Consumer Protection all the payments received from them, including delivery costs (except for any additional costs resulting from the delivery method selected by the Individual Business under Consumer Protection other than the cheapest standard delivery method offered by TME), without undue delay but in any case not later than within 14 days of the day on which TME was notified about the decision of the Individual Business under Consumer Protection on their exercise of their right to withdraw from the contract. TME will return the payment using the same payment methods that were used by the Individual Business under Consumer Protection in the original transaction, unless the Individual Business under Consumer Protection has consented expressly to other solution; in any case the Individual Business under Consumer Protection will not bear any costs related to the payment return. TME may withhold the return of payment until TME receives the goods or the proof that the goods have been sent back, whichever is earliest. Please, return the item to Transfer Multisort Elektronik Spółka z ograniczoną odpowiedzialnością, 41 Ustronna str., 93-350 Łódź, immediately, and in any way not later than 14 days from the date on which the Individual Business under Consumer Protection notified TME about their withdrawal from the contract. The deadline is deemed as met if the Individual Business under Consumer Protection sends back the item before the lapse of the 14-day period. The Individual Business under Consumer Protection will have to bear the direct costs of returning the goods. If due to its nature the item may not be returned as a standard postal delivery, then those costs in the case of sales in the territory of Poland are estimated to be not more than ca. PLN 100. The Individual



Business under Consumer Protection is liable only for the reduction in the value of the goods resulting from using the goods in a manner that is different than necessary to check the nature, characteristics and operation of the item.

Upon receipt of the returned goods, TME will issue a corrective invoice that will be a confirmation of the agreement on reducing the taxable base between the parties. The date on which the corrective invoice is issued will be deemed as the date of the agreement.

## **NO RIGHT TO WITHDRAW FROM THE CONTRACT, AND THE CIRCUMSTANCES UNDER WHICH AN INDIVIDUAL BUSINESS UNDER CONSUMER PROTECTION LOSES THEIR RIGHT TO WITHDRAW FROM THE CONTRACT**

15.f. The right to withdraw from a remote contract is not applicable to an Individual Business under Consumer Protection in relation to the following contracts:

(i) contracts for the provision of services, if the Company has fully performed the service upon the express consent of the Individual Business under Consumer Protection, who had been informed before the commencement of the service that after the completion of the service by the Company they lose the right to withdraw from the contract;

(ii) where the price or remuneration depends on fluctuations in the financial market over which the Company has no control and which may occur before the deadline to withdraw from the contract;

(iii) where the contract applies to non-prefabricated goods, manufactured according to the specifications of the Individual Business under Consumer Protection or intended to satisfy their individualised needs;

(iv) where the contract applies to perishable goods or goods with a short shelf life;

(v) where the contract applies to goods delivered in a sealed packaging which, once opened, cannot be returned due to health and hygiene reasons, if the packaging was opened after delivery;

(vi) where goods are provided that after delivery, due to their nature, become inseparably connected to other items;

(vii) where the Individual Business under Consumer Protection expressly demanded that the Company came to their place for urgent repair or maintenance; if the Company provides additional services other than those demanded by the Individual Business under Consumer Protection, or provides items other than spare parts that are necessary for repair or maintenance, the right to withdraw from the contract is applicable for the Individual Business under Consumer Protection in relation to the additional services or items;

(viii) where audio or video recordings or computer software are provided, delivered in a sealed package, if the package has been opened after delivery;

(ix) concluded in a public auction;

(x) for the supply of digital content that is not recorded on a tangible medium, if the performance began upon the express consent of the Individual Business under Consumer Protection before the deadline to withdraw from the contract and after the notification from the Company about the loss of the right to withdraw from the contract.

## **TEMPLATE FORM OF WITHDRAWAL FROM THE CONTRACT**

(this form should be completed and returned only if you wish to withdraw from the contract)

Addressee: Transfer Multisort Elektronik Spółka z ograniczoną odpowiedzialnością, 41 Ustronna str., 93-350 Łódź, e-mail: [reklamacje@tme.pl](mailto:reklamacje@tme.pl)

I/We(\*) hereby inform(\*) that I/we(\*) hereby withdraw from the contract of purchase of the following goods:  
.....

Date of conclusion of the contract (\*)/collection of the goods(\*):.....

Name and surname of the Buyer/Buyers:.....

Buyer's/Buyers' address:.....

Additional data (optional, but very helpful):

Customer number:.....

Invoice number:.....

NOTE: The return of the payment is made using the same payment methods that were used by the Buyer in the transaction, unless the Buyer agreed expressly to a different solution; in any event, the Buyer shall bear no fees related to this return. If the payment was made by bank transfer or payment card, in the event of failure to indicate the bank account number, the return is made to the bank account or payment card from which the payment was made, and in the case of payment upon delivery the refund will be made by postal order, if the Buyer does not sign the following consent for a bank transfer: I consent to the return of my payment made by bank transfer to the bank account number

.....

Signature of the Buyer/Buyers (only if the form is sent as a hard copy)

Date

(\*)delete as appropriate