

Terms and Conditions of the Online Store

I. General Provisions

1. These Terms and Conditions define the general conditions, method of providing services electronically, and sales conducted through the Online Store www.7sun.eu. The store is operated by Paweł Sternal, conducting business under the company name 7SUN Paweł Sternal, registered in the Central Register and Information on Economic Activity (CEIDG), managed by the Minister of Economy, located at ul. Wojska Polskiego 8, 41-208 Sosnowiec, NIP 6443163595, REGON 240990583, BDO 000495026, hereinafter referred to as the Seller.
2. You can contact the Seller via:
 - Email: orders@7sun.eu
 - Phone: +48 534 991 991
3. These Terms and Conditions are continuously available on the website www.7sun.eu, allowing their acquisition, reproduction, and recording of their content by printing or saving on a storage medium at any time.
4. The Seller informs that the use of services provided electronically may involve risks for any internet user, such as the possibility of harmful software being introduced into the Client's IT system or the modification of their data by unauthorized persons. To avoid such risks, the Client should use appropriate technical measures, particularly antivirus software and a firewall.

II. Definitions

The terms used in these Terms and Conditions have the following meanings:

1. **Business Days** – refers to days from Monday to Friday, excluding public holidays as defined by the applicable laws in the respective European country;
2. **Client** – refers to an entrepreneur as defined by the relevant legal provisions in the respective European country, excluding individuals conducting sole proprietorships for whom the electronic service or sales agreement is not directly related to their business activity or is of a marginal nature and does not constitute the primary subject of their professional activity, particularly as disclosed in the relevant business registers;
3. **Civil Code** – refers to civil law provisions applicable in the respective European country;
4. **Account** – an assigned part of the Online Store to a particular Client, through which the Client may perform specific actions within the Online Store;
5. **Consumer** – refers to an individual acting for purposes not related directly to their business, trade, craft, or profession, in accordance with the legal definition applicable in the respective European country;
6. **Carrier** – refers to an entity or individual delivering goods ordered by the Client;
7. **Terms and Conditions** – refers to this document;
8. **Goods** – refers to a product presented in the Online Store, the description of which is available with each of the presented products;
9. **Sales Agreement** – refers to a sales agreement of goods in accordance with the civil law provisions applicable in the respective European country, concluded between the seller and the Client;
10. **Services** – refers to services provided by the seller to Clients electronically, in accordance with the legal provisions on electronic services applicable in the respective European country;
11. **Act on Electronic Service Provision** – refers to the regulations regarding the provision of electronic services applicable in the respective European country;

12. **Order** – refers to a Client's declaration of intent aimed directly at concluding a sales agreement, specifying, in particular, the type and quantity of the goods.

III. Rules for Using the Online Store

1. The use of the Online Store is possible provided that the Client's IT system meets the following minimum technical requirements:
 - A computer or mobile device with Internet access,
 - Access to email,
 - An internet browser: Internet Explorer version 11 or newer, Firefox version 28.0 or newer, Chrome version 32 or newer, Opera version 12.17 or newer, Safari version 1.1 or newer,
 - Cookies and Javascript enabled in the web browser.
 - Using the Online Store includes any activity by the Client that leads to becoming familiar with the content available in the Store.
 - The Client is specifically obligated to:
 - Not provide or transmit content prohibited by law, such as content that promotes violence, defames, or infringes upon the personal rights and other rights of third parties,
 - Use the Online Store in a manner that does not disrupt its operation, particularly by using specific software or devices,
 - Refrain from actions such as sending or posting unsolicited commercial information (spam) within the Online Store,
 - Use the Online Store in a manner that is not burdensome to other Clients or the Seller,
 - Use all content available in the Online Store only for personal use,
 - Use the Online Store in accordance with the laws in force in the Republic of Poland, the provisions of these Terms and Conditions, and the general rules of using the Internet,
 - Maintain confidentiality regarding the prices and commercial terms presented on the platform.

IV. Services

1. The Seller via the Online Shop makes available free Services, which are provided by the Seller 24 hours a day, 7 days a week.
2. The Service of maintaining an Account in the Online Shop is available after registration. Registration takes place by completing and accepting a registration form, made available on one of the pages of the Online Shop. The agreement for the provision of services consisting in maintaining an Account in the Online Shop is concluded for an indefinite period of time and shall terminate upon the submission by the Client of a request to delete the Account.
3. The Client has the possibility to receive commercial information from the Seller in the form of messages sent to the e-mail address provided by the Client (Newsletter service). For this purpose, he must provide a valid e-mail address or activate the corresponding field in the registration form or the Order form. The Client may revoke consent to sending commercial information at any time. The Newsletter Service agreement shall be entered into for an indefinite period of time and shall terminate upon the Client's sending a request to remove his/her e-mail address from the Newsletter subscription service or unsubscribe from the Newsletter service with the use of a link contained in the message sent under the Newsletter Service.
4. The Client may compare Goods using the Compare Service. The agreement for provision of the Service consisting in comparing Goods is concluded for a definite period of time and

terminates as soon as the Goods are removed from the "Compare" list or the Client terminates the browser session.

5. The Client, who has an account in the Shop, can send a request for quotation of the Goods. The agreement for provision of the Service consisting in sending a request for quotation of selected Goods to the Seller terminates when the button "Send" is pressed or when the Client terminates the browser session.
6. The Client has the possibility to send messages to the Seller using the "Inquire about the Goods" form available on the page with each Good. The agreement for the provision of the Service consisting in the provision of an interactive "Inquire about the Goods" form enabling the Clients to contact the Seller concerning the Goods is concluded for a definite period of time and is terminated at the moment of sending the message by the Client.
7. The Client can contact the Seller via a chat available on the Shop website. The agreement for the provision of the Service consisting in making available an interactive chat room enabling the Clients to contact the Seller is concluded for a definite period of time and terminates as soon as the Client closes the chat room or leaves the website of the Online Shop.
8. The Seller has the right to organise occasional competitions and promotions, the terms of which will be stated on the Shop's websites each time. Promotions in the Online Shop cannot be combined, unless the Rules of a given promotion state otherwise.
9. In the case of violation by the Client of the provisions of these Terms and Conditions, the Seller, after a prior failed call to cease or remove the violations, setting an appropriate deadline, may terminate the agreement for the provision of Services upon 14 days' notice.

V. Procedure for concluding the Sales Agreement

1. Information about the Goods given on the websites of the Shop, in particular their descriptions, technical and usable parameters as well as prices, constitute an invitation to conclude an Agreement, within the meaning of Article 71 of the Civil Code.
2. All Goods available in the Online Shop are brand new and have been legally introduced into the Polish market.
3. Actions aimed at concluding an Agreement, in particular placing an Order, may only be performed by persons duly authorised to act on behalf of the Client. It is assumed that the person placing the Order is the person authorised by the Client to do so.
4. The condition for placing an Order is having an active e-mail account as well as an Account in the Shop and logging into it.
5. In the event of placing an Order via the Order form available on the website of the Online Shop, the Order is placed by the Client to the Seller in electronic form and constitutes an offer to conclude a Sales Agreement for the Goods subject to the Order. An offer made in electronic form is binding upon the Client, if the Seller sends to the e-mail address provided by the Client a confirmation of acceptance of the Order for execution, which constitutes the Seller's statement of acceptance of the Client's offer, and upon receipt thereof by the Client a Sales Agreement is concluded.
6. Placing an Order in the Online Shop via telephone, by sending an electronic message or by sending a message via the contact form takes place on Working Days and during the hours indicated on the website of the Online Shop. For this purpose, the Client should:
 - specify in a phone call, in an e-mail or in a message sent via the contact form, addressed to the Seller the name of the Goods from among the Goods on the website of the Shop and their quantity,

- indicate the method of delivery and method of payment from among the methods of delivery and payment given on the Shop's website,
 - provide the data needed to complete the Order, in particular: name and surname, place of residence and e-mail address.
7. Information on the total value of the Order, referred to above, is given each time by the Seller verbally after the Order has been completed, or by e-mail, together with information that conclusion of the Sales Agreement by the Client entails the obligation to pay for the ordered Goods, and the Sales Agreement is concluded at that moment.
 8. The Sales Agreement shall be concluded in the Polish language, with the contents in compliance with the Terms and Conditions.
 9. The Seller reserves the right to refuse the execution of an order, in particular when the Order does not contain all the relevant data, when the Client delays any payment to the Seller or for other reasons indicated by the Seller.
 10. The Seller will inform the Client about the refusal of the Order, regardless of the reason, by telephone or e-mail.
 11. The Seller may withdraw from the Agreement in whole or in part at any time. If an Order is executed in parts, withdrawal shall have effect only in relation to that part of the Order which has not been executed, in particular which has not been delivered to the Carrier, unless otherwise specified in the Seller's statement of withdrawal from the Agreement.
 12. The Seller shall, at his discretion, send the statement of withdrawal referred to in section 11 above by e-mail to the e-mail address indicated by the Client in the Order

VI. Delivery

1. The delivery of Goods is subject to payment according to the terms and rates specified in the Order.
2. Delivery of Goods is available within the territory of the Republic of Poland, the European Union, and non-EU European countries. The delivery is made to the address provided by the Client when placing the Order.
3. Delivery is carried out via a Carrier, which may include a courier company, a shipping company, or the Seller's own transportation. The Client also has the option to collect the Goods from the Seller's personal pick-up point.
4. If the Goods in the Order have different delivery times, the longest delivery time applies to the entire Order.
5. Once the Goods are handed over to the Carrier, the benefits and risks associated with the Goods, including the risk of accidental loss or damage, transfer to the Client.
6. Deliveries are made on Business Days. The Seller may arrange delivery on non-Business Days with the Client individually.
7. The delivery of Goods will occur within the timeframe indicated by the Seller.
8. Upon receiving the Goods, the Client is required to inspect their condition. In the event of any damage or concerns, a damage report should be created with the Carrier, specifying the exact quantity, type of Goods, and their damage, following the Carrier's procedure.
9. The Seller is not liable for the actions of the Carrier.
10. The Seller is not responsible for damages resulting from incorrect or incomplete information provided by the Client when placing the Order, including errors in contact details or delivery addresses.
11. It is assumed that the person receiving the Goods on behalf of the Client is authorized to accept the delivery and sign the delivery document, as well as to carry out other related actions.

12. If the Client fails to accept the Goods in a single attempt when delivered via the Carrier, the Seller may either set a new delivery date or cancel the Order and terminate the Agreement with immediate effect, as specified in these Terms and Conditions. In addition, the Client is obligated to cover any costs incurred by the Seller due to the failure to accept the Goods, including shipping costs.
13. The Client agrees to pay all costs incurred by the Seller due to the failure to collect the ordered Goods.
14. The Seller is not responsible for any damages incurred by the Client resulting from delays in collection, especially if the Client fails to meet the specified collection time indicated in the Order or set by the Seller.
15. The Seller provides the Client with an electronic invoice.

VII. GPS locator

1. The seller reserves the right to install, free of charge, a GPS transmitter or any other device enabling the location tracking on selected goods purchased by the Buyer. The installation of the location tracking device is solely aimed at protecting the goods from theft, loss, or other random events during transportation from the Seller's premises to the Buyer's location.
2. The seller agrees to process the data transmitted by the trackers attached to the goods purchased by the Buyer.
3. The rules for data transmission from the trackers, their scope and content, as well as the delivery schedule to the server, comply with their internal software and data processing system capabilities. The processing of data from the GPS tracker continues as long as the goods are not delivered to the Buyer and until the Buyer returns the GPS device to the Seller. After this period, all data received from the GPS tracker are deleted from the Seller's database.
4. The Buyer authorizes the Seller to process and store any data necessary for the proper provision of services during the period covered by the GPS tracker's activity.
5. The Seller uses the received data solely for monitoring the goods' route and protecting them from theft, loss, or other random events during transportation. The Seller may only disclose such data to law enforcement agencies (including the Police), the prosecutor's office, and the judicial authorities.
6. After delivering the goods to the Buyer, the Seller will inform the Buyer by phone or email about the location of the GPS tracker. The Buyer is obligated to promptly return the GPS tracker to the Seller at the Seller's expense or by using a specially provided envelope attached to the purchased goods.
7. The GPS tracking device is the exclusive property of the Seller, and in the event of its destruction, damage, or non-return, the Buyer is obligated to compensate for the incurred damage in the amount of 100 EUR.
8. The Seller undertakes to properly collect and present the data.
9. Data collection involves receiving them from the trackers through the GSM system and storing them in a database.
10. The Seller is not liable for any damages caused to third parties resulting from the unlawful or unauthorized use of trackers and the data collected by them.
11. Changes to these regulations come into effect upon their publication on the website.
12. Disputes arising from the execution of this agreement will be resolved by the court competent for the Seller's registered office.

VIII. Prices and payment methods

1. The prices of the Goods are given in Polish zloty and include all components, including VAT, customs duties and other charges. In the case of foreign Contractors, the price is given in Euro.
2. The Client can choose the following payment methods:
 - bank transfer to the Seller's bank account (in this case the processing of the Order will be initiated after the Seller has sent the Client a confirmation of acceptance of the Order, and the Order will be dispatched immediately after the funds have been credited to the Seller's bank account and the Order has been completed);
 - cash on delivery – payment at the Seller's personal collection point (in this case the Order will be executed immediately after the Seller sends confirmation of Order acceptance to the Client, and the Goods will be made available at the Seller's personal collection point);
3. The Seller may also provide an Entrepreneur with a payment method including deferred payment, hereinafter referred to as "**Trade Credit**". In this case, execution of the Order shall commence after the Seller has sent an Entrepreneur a confirmation of acceptance of the Order and the shipment shall be made immediately after completion of the Order. The payment period will be agreed individually with the Entrepreneur. The payment period shall not exceed 90 days.
4. The decision to grant Trade Credit and its terms and conditions, in particular its maximum amount and payment period is granted by the Seller individually for each Client.
5. For information on how to request a Trade Credit, the Client shall contact the Seller individually.
6. The Seller has the right to refuse to grant Trade Credit to the Client or to change its amount at any time without providing a reason. The above provision shall not apply to Sales Agreements concluded before changing the amount of the Trade Credit by the Seller. The information about the refusal to grant Trade Credit or about the change of its amount is communicated by the Seller by e-mail to the Client's address indicated by the Client during his contact with the Sales Supervisor.
7. The Client shall not deduct or subtract any amounts claimed or due from the Seller under any other obligation between him and the Seller or from the remuneration the Seller is entitled to from the Client, unless the Parties have agreed otherwise under separate arrangements.
8. The Seller shall have the right to withhold execution of Orders or delivery of Goods, or may withdraw from the Agreement in whole or in part, in the event of delay in payment by the Client to the Seller. The Client shall not be entitled to any present or future claims for damage or loss of profit that may arise in connection with the suspension of deliveries.

IX Liability, defects in the Goods

1. The warranty for defects referred to in the Civil Code is excluded.
2. The Seller shall not be liable in particular in the event of storage, transport or use of the Goods contrary to the information contained in the description of the Goods and on their labels.
3. The Seller's liability for lost profits towards the Client is excluded.
4. Any liability of the Seller arising from the Agreement for sale or provision of Services to the Client shall be limited to half of the amount resulting from the last Order placed by the Client.
5. The Client shall not be entitled to any claims against the Seller on Account of third party claims arising from the use of the Goods.

X. Complaints concerning the provision of electronic services

1. The Client may submit complaints to the Seller in relation to the functioning of the Shop and the use of the Services. Complaints can be made in writing to the following address: 7SUN Paweł Sternal, ul. Wiejska 49, 41-253 Czeladź, at the e-mail address: orders@7sun.eu, telephone number +48 534 991 991.
2. In the complaint, the Client should provide his/her name, correspondence address, type and description of the problem.
3. The Seller undertakes to examine each complaint within 14 days, and if this is not possible, to inform the Client when the complaint will be examined. In case of deficiencies in the complaint, the Seller shall call the Client to supplement it to the extent necessary within 7 days from the date of receipt of the call by the Client.

XI. Warranty

1. Goods may come with a manufacturer's warranty.
2. In the case of Goods under warranty, information on the existence and content of the warranty and the period for which it is granted shall be each time presented in the description of the Goods on the websites of the Shop.

XII. Intellectual property

1. The Client agrees not to use the Seller's trademarks, trademarks or symbols without the Seller's prior consent.
2. Any drawings, specifications, technical sheets, advertising materials or other materials made available by the Seller to the Client or to the public shall be the sole property of the Seller. The Client shall not make changes to these materials without the prior consent of the Seller.
3. The Client, on his/her own or on the basis of an appropriate authorisation, grants the Seller a free, non-exclusive and temporally and territorially unlimited licence for the logotype of the Client's business activity, to use it for purposes of the Seller's business activity in the following fields of exploitation: recording, multiplication by any method, uploading of the work into computer memory and into a computer network, public display or reproduction on the Internet, in particular on the Seller's websites.
4. The Client agrees for the aforementioned data to be included in the list of the Seller's Clients, available, among others, on the Seller's website.

XIII. Personal data protection

Personal data provided by Clients is collected and processed by the Seller in accordance with applicable law and the Privacy Policy available on the Shop's website.

XIV. Final provisions

1. The Client shall be obliged to immediately notify the Seller of any changes of delivery addresses, authorisations, powers of attorney, or else correspondence and execution of Orders placed by previously authorised persons shall be deemed valid and delivery to the last address indicated shall be deemed effective.
2. All rights to the Online Shop, including proprietary copyright, intellectual property rights to its name, Internet domain, the Online Shop website, as well as to the forms, logotypes belong to the Seller, and the use of them may take place only in the manner specified and compliant with the Terms and Conditions.

3. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect under the law, this will not affect the validity of the remaining provisions of these Terms and Conditions.
4. All cases and disputes arising from the Orders or Agreements concluded between the Seller and the Client, in particular those related to establishing a legal relationship between the Seller and the Client, its execution, termination, invalidation and pursuing claims for damages for non-performance or undue performance of the Order or the Agreement shall be subject to the exclusive jurisdiction of competent courts of the Republic of Poland and the Polish law.
5. The court with the exclusive jurisdiction to resolve any disputes arising from agreements or execution of Orders concluded between the Seller and the Client shall be the court having jurisdiction over the Seller's registered office.
6. In matters not regulated by these Terms and Conditions, the provisions of the Civil Code shall apply.
7. The content of these Terms and Conditions is subject to change. Amendments to the Terms and Conditions shall come into force as of the date of their publication on the Seller's website. The amendments do not apply to orders placed before the date of entry into force of the Terms and Conditions.