



GERMANIA MINT

Poland, Jelenia Góra, 9.01.2023

## GENERAL TERMS AND CONDITIONS OF ORDER (GTC) of 01.01.2023

### § 1. General provisions

1. The General Terms and Conditions of Order (hereinafter GTC) shall apply to orders accepted for execution by Germania Mint Services Sp. z o.o.
2. The Supplier is Germania Mint Services Sp. z o.o. based in Jelenia Góra, Aleja Wojska Polskiego 21, entered into the Register of Entrepreneurs kept by the District Court for Wrocław Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under the KRS number 0000858462.
3. The Customer may be a natural person conducting economic activity and placing an Order at the Supplier for purposes directly related to that economic or professional activity, legal person and organizational unit without legal personality.
4. GTC shall apply to the Supplier and the Customer.
5. The GTC shall apply to all orders carried out by the Supplier, both those resulting from regular commercial contracts and individual orders.
6. Any amendments or deviations from the GTC during the performance of the Order require written form and acceptance by both parties under pain of nullity.

### § 2. Definitions

The abbreviations and terms used in this document shall mean respectively:

**Acceptance of coin visualisation** – the Customer's acceptance of a digital preview of the final coin ennobling sent by the Supplier in the form of a jpg file, necessary to start the production.

**Coin ennobling** – coating the surface of coins with various coatings (e.g. layers of other metals or paints) in order to enhance their visual and collecting qualities.

**Supplier** – Germania Mint Services Sp. z o.o.

**Working day** – one day from Monday to Friday excluding public holidays in the Supplier's country (Poland). The Supplier may include the Customer's country public holidays, if he is informed of such holidays at the time of placing Order.

**Entrusted coins** – coins and other numismatic items (medals, bars, etc.) provided by the Customer for ennobling by the Supplier.

**Quantitative and qualitative acceptance** – all activities performed by the Customer aimed at ascertaining compliance of the quantity and quality of the articles delivered by the Supplier of entrusted coins/ goods with the shipping documentation and the Order. The place of quantitative and qualitative acceptance is the Customer's warehouse.

**GTC** - General Terms and Conditions for the Execution of Orders.

**Project Manager (PM)** – the Customer's assistant coordinating the execution of his orders.

**RO** – document confirming the number, price and declared delivery date of ordered products.

**Force Majeure** - any event of extraordinary nature, unforeseen and beyond the control of the parties to the agreement, occurring after the conclusion of the agreement and making it impossible to perform the agreement in its current form, in particular it concerns: war, natural disasters, blockade, embargo and other international sanctions, epidemics.

**Completion date** - declared by the Supplier, the date of execution of the subject matter of the agreement, verified after receiving all required information, files, coins/goods and acceptance of the graphic design.

**File verification** - verification by the Supplier of compliance of the Customer's graphic designs with the requirements specified in the design guidelines.

Germania Mint Services Sp. z o.o., Aleja Wojska Polskiego 21, 58-500 Jelenia Góra, Poland, [www.germaniamint.com](http://www.germaniamint.com), [office@germaniamint.com](mailto:office@germaniamint.com), tel.: +48 75 64 523 00

Germania Mint Services Sp. z o.o. z siedzibą w Jeleniej Górze jest wpisana do Rejestru Przedsiębiorców prowadzonego przez Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, IX Wydział Gospodarczy. KRS 0000858462, REGON 387037687, NIP PL 6112808526. Kapitał zakładowy 5 000 PLN został opłacony w całości.

Germania Mint Services Sp. z o.o. based in Jelenia Góra is entered in the Register of Entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. KRS 0000858462, REGON 387037687, VAT ID PL 6112808526. Share capital 5 000 PLN was paid in full.



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**Order** - the Customer's declaration of will made by using the Order Form and aiming directly at concluding a sale agreement of the subject of the order or/and execution of the Order with the Supplier.

**Customer** - a natural person conducting economic activity and placing an Order at the Supplier for purposes directly related to that economic or professional activity, legal person and organizational unit without legal personality, placing an Order with the Supplier.

### § 3. Placing Orders

1. Orders shall be accepted on the Order Form sent electronically together with all necessary annexes to the registered mailbox of PM with a copy to [sales@germaniamint.com](mailto:sales@germaniamint.com)
2. The Order Forms shall be annexes hereto respectively:  
[Annex no. 1 – Coin ennobling order form](#)
3. Orders shall be accepted for execution on working days between 07:00 and 15:00 (CET). Orders placed outside these hours shall be accepted for execution on the next working day following their placement.
4. The acceptance of the Order shall be confirmed each time by sending feedback to the Customer in the form of an e-mail message containing the attached RO document.
5. In the event that the Customer needs to supplement the information or files necessary for the correct execution of the Order, the Customer shall receive feedback with a request to supplement the missing information.
6. In the event of cancellation or amendment of the Order by the Customer after its confirmation by the Supplier, the Customer shall be obliged to cover the costs incurred by the Supplier in connection with the processing of the Order until receipt of information on amendment/cancellation.
7. By accepting an Order, the Supplier shall declare that it has the financial and technical resources enabling timely completion of the Order.
8. Prices presented in the offer concern standard round coins with diameter from 14 to 65 mm. Ennobling of coins of non-standard shape, size (diameter or height) or made of non-standard metal is priced individually upon the request of the Customer.

### § 4. Graphic design

1. The Supplier shall carry out orders using graphic designs provided by the Customer or prepared in their own design studio.
2. The supplier shall not be liable in terms of copyrights and property rights. The Customer should use and deliver only legal files and have full copyrights to all materials and designs provided. In the case of a new project prepared by the Supplier, the Customer should provide his design requirements such as photos, colours, fonts and all data necessary to prepare the graphic design.
3. The supplier can make two free of charge graphic design corrections, further corrections are extra paid. The fee for the graphic design is charged regardless of the order being placed on the basis of a given project.

If the Customer provides a graphic design, he is obliged to provide graphic files in the .tiff or .psd format in accordance with the instructions on the website:

<https://germaniamint.com/design-guidelines-page/>  
password: gm21

Before placing an order, the Customer should consult the graphic design with the Project Manager and wait for acceptance. This approval should take place prior to the coin ennobling process.

For existing projects from previous orders, the Customer should send the Order document containing the project number from the previous Order and the visualization received when finalizing the previous project.

4. The Supplier may perform a coin colouring service based on the design provided by the Customer. In case of significant discrepancies between the delivered file and the coin relief, an additional fee will be



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charged for making the necessary changes. The amount of this fee is equal to the design fee presented in the offer.

### § 5. Technological tests

1. In the case of ennobling which are presented in the offer, the Supplier decides on the necessity to carry out technological tests before placing the Order in order to ensure that it is technologically possible to perform the expected ennobling and that the final effect meets the expectations of the Customer and will not damage the entrusted coins during mass production. During the production of the samples the entrusted coins may be damaged. By ordering the samples, the Customer accepts the risk and waives any claims related to possible damage of the entrusted coins. The cost of making technological tests is paid by the Supplier.
2. For coins with a lot of fine details and high relief (> 0.8 mm) it is required to consult the design with Project Manager before placing an order. Partial ennobling of such coins usually involves additional charges and technological tests.
3. The Supplier reserves the right to refuse to accept an order after the analysis of conducted technological tests.
4. In the case of standard ennobling presented in the offer, it is possible to make a trial batch at the Customer's request. The cost of performing technological tests is calculated according to the presented offer and is covered by the Customer.

### § 6. Entrusted coins

1. Each consignment containing coins entrusted to the ennobling process is subject to an entry quality control. This includes checking the condition of the delivered package, the quantity and overall quality of the delivered coins. In case of any irregularities, the customer will be informed immediately, and in case of no reply within 24 hours, the commissioned processes will be continued. Coins entrusted to the ennobling process delivered in collective packaging not sufficiently protected for transport are subject to entry quantity verification only.
2. Coins entrusted to the ennobling process are insured by the Supplier against theft during the ennobling service, storage and transport organized by the Supplier. The value of the coins is determined on the basis of the Customer's declaration made in the Order form - Appendix 1 of GTC or in any other written form prior to the shipment of the coins to the Supplier. In case of lack of such a declaration, entrusted coins will not be insured and therefore Supplier is released from material and derivative liability in the event of any situation in which the entrusted goods may be damaged, stolen or diminished in value.
3. Coins of BU stamp quality delivered in tubes may bear marks in the form of scratches, dents, abrasions, stains, which will remain visible after ennobling.
4. The Customer is obliged to deliver clean, uncirculated coins for ennobling. If the coins are dirty, the Customer shall be charged an additional cleaning fee. The Customer shall be informed on an on-going basis of the need for additional coin cleaning and of the amount of the additional charge. The Supplier reserves the right to withdraw from the execution of the order when it is found that the coins do not meet the quality requirements.

### § 7. Technical details

1. The plating services presented in the offer are based on the racking technique. Collective plating in a drum is priced individually.
2. Partial plating of proof stamp quality coins according to the intended design needs to be confirmed by Project Manager because not all combinations are possible to perform without significant risk of damaging the coin's mirror surface.
3. Oxidisation of coins other than .999 silver will require additional silver plating. For technological reasons, we



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recommend using Oxidisation only on coins without mirror surfaces.

4. Satin oxidation is preceded by sandblasting process and is made only for silver coins. The supplier recommends this type of finish for half mirror and mirror surface coins.
5. All fees for the full and selective plating processes are related to the market value of the precious metals, therefore the Supplier reserves the right to change prices during the validity time of the offer.
6. Selective plating with rhodium and palladium (only in the relief motif), is priced individually on the basis of the market value of the material at the time of placing the order by the Customer.
7. The Supplier does not perform plating or oxidation on aluminium coins.
8. Colouring with fluorescent printing is only available in matt finish and is not performed on proof stamp quality coins.
9. Partial Space Colour is only available as a version with a selected theme in a layer covering the whole coin. The Supplier recommends this ennobling for 999 silver coins and BU stamp quality.
10. The permissible deviation of the match of a layer of metal or paint with the relief resulting from the specific operation of production machines is up to 0.2 mm at the final result and as such does not constitute grounds for quality complaints by the Customer.
11. Mass-produced coins from different stamps may have non-identical reliefs. The applied ennobling patterns may slightly differ from the patterns on the relief of each coin.
12. In case of ennobling of coins with proof stamp quality, an additional fee is charged, which is related to the required additional precautions for handling such coins and other technological processes.
13. Due to the technical conditions of the ennobling process, there is a risk of damaging the coins entrusted by the Customer in a quantity not exceeding 5% of the expenditure. By ordering the ennobling service, the Customer declares that he accepts this risk and waives any claims related to possible damage to the entrusted coins. The Supplier does not charge the Customer with costs of ennobling damaged coins.

### **§ 8. Completion date**

1. The completion date shall be related to the complexity of the design, size of the Order and current production load. The exact date of goods release shall be each time agreed with the Customer.
2. The completion date shall be confirmed by the Supplier after receiving a complete Order with all required information, coins, data and graphic design acceptance.
3. The completion date may be changed in the event of force majeure obstacles occurring after the Order is received and which the Supplier could not foresee. This also applies to obstacles caused by suppliers of materials necessary for production of the subject of the Order by the Supplier. Any claims by the Customer for damages caused by such obstacles shall be excluded in such cases.
4. In the event of a delay in execution of the Order, the Supplier shall keep the Customer informed on an on-going basis of the reason for the delay, and a new date of performance shall be agreed.
5. The occurrence of delay in processing the Order shall not constitute grounds for refusal by the Customer to accept the goods on a new date.
6. The Supplier shall not be liable for damage to the Customer that may arise as a result of delay in completion of the Order.
7. The completion date shall be deemed met, if the subject of the order is made available to the Customer on an



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agreed date under the conditions EXW (Ex Works) at Germania Mint Services Sp. z o.o., Aleja Wojska Polskiego 21, 58-500 Jelenia Góra, Poland - according to Incoterms 2020.

### **§ 9. Delivery of goods**

1. All orders carried out by the Supplier shall be placed at the disposal of the Customer on terms EXW (Ex Works) at Germania Mint Services Sp. z o.o., Aleja Wojska Polskiego 21, 58 500 Jelenia Góra, Poland - according to Incoterms 2020.
2. It is possible to deliver the subject of the order using the Supplier's means of transport or through external companies (courier companies, forwarders). Deliveries of this type shall be based on individual arrangements with the Customer on the basis of a separate valuation.
3. Courier or bulky shipments (pallets) shall be sent from Monday to Friday from the Supplier's warehouse, located in Jelenia Góra 58-500 at Aleja Wojska Polskiego 21, Poland.
4. The Supplier shall not be responsible for damage to the goods during transport, as well as for delays in delivery, which occurred through the fault of the carrier. At the request and expense of the Customer, the delivery may be covered by CARGO insurance.
5. When accepting the goods from the carrier, the Customer shall be obliged to check the shipment. If the packaging is damaged or the goods are damaged in any way during transport, the Customer shall be obliged to note this fact on the delivery note signed in the courier's presence and to draw up an appropriate protocol (in accordance with the carrier terms of delivery) and immediately inform the Supplier about this fact. Failure to comply with the above obligation will enable the Customer to file any claim for loss or damage caused during the shipment.
6. Delivery of goods in parts shall be permissible according to individual arrangements between the Customer and the Supplier.
7. The Customer shall be obliged to perform quantitative and qualitative acceptance of the subject matter of the order within 7 calendar days from the date of delivery. In the absence of information about discrepancies within the indicated time limit, the delivered goods shall be deemed to be of full value and in the correct quantity.
8. Package deliveries to the Supplier may be made to the following addresses:  
Germania Mint Services Sp. z o.o., Al. Wojska Polskiego 21, 58-500 Jelenia Góra, Poland
9. The shipment containing the entrusted coins should be reported well in advance to a dedicated Project Manager and include the delivery specification attached, i.e. any printout containing information on the type and quantity of coins and details of the Order for which they are intended (e.g. RO number, design number or a verbal description if it concerns future orders).
10. The export of entrusted coins, outside the European Union and previously purchased to Germania Mint Invest, due to customs clearance, must include a confirmation of sale in the quantity corresponding to the quantity entrusted to the Supplier for ennobling service. Information on the quantity of coins for a specific project must be provided at the time of placing a coin purchase order.



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### **§ 10. Storage conditions**

1. The Supplier recommends storing ennobled coins in plastic capsules or specially adapted collective packaging, avoiding repacking and careless handling.
2. The Supplier shall not be liable for errors and damage that may occur during the packaging or assembly of the ennobled coins by the Customer.

### **§ 11 Invoices and payments**

1. The Supplier shall issue the invoice for the Customer for the ordered service or goods not later than on the next working day after the date of delivery of the goods.
2. The invoice shall be sent in an electronic form (e-invoice) to the e-mail address specified by the Customer in the Order Form. A paper invoice may be submitted on the Customer's request.
3. The Customer shall undertake to pay each invoice by the due date indicated on it. The date of payment shall be the date of crediting the Supplier's bank account.
4. In accordance with the Supplier's payment policy:
  - a) The Customer shall be obliged to make prepayment for three orders of min. EUR 500 each. After these payments have been made, the Customer may apply for a deferred payment period.
  - b) In the event that the Customer is in arrears with payments for orders previously completed by the Supplier, payments made by the Customer, irrespective of indications, shall be credited towards outstanding arrears.
  - c) The Supplier shall reserve the right to withhold goods produced under current orders until payment has been made by the Customer and/or to refuse to accept further orders until the outstanding amounts have been paid, as well as to make execution of further orders conditional on prepayment.
  - d) If the Customer exceeds the deadline for payment, the Supplier shall be entitled to charge the Customer with statutory interest for late payment and to demand the costs of reminder notices.
  - e) In the case of the Customer who does not pay their obligations on time, the Supplier may permanently change their payment policy and make further cooperation conditional on prepayment each time before the Order is commenced.
5. The Goods remain the property of the Supplier until the invoice is paid by the Customer.

### **§ 12. Complaints and returns**

1. The Supplier provides a warranty for quality defects of the subject of the order for a period of 12 months from the date of invoice.
2. In the case of shipment loss or damage occurring during transport, the Customer shall be obliged to notify the Supplier of the situation immediately, but no later than within 3 working days. The notification should be made in writing to the PM e-mail address with a copy to [sales@germaniamint.com](mailto:sales@germaniamint.com)
3. Complaints submitted after the above mentioned deadlines will not be considered.
4. The Supplier shall give a guarantee exclusively to the Customer, which is not transferable to other entities.
5. The guarantee shall not cover damages associated with improper storage, use of goods or those related to force majeure or other external factors. The Supplier shall also not be liable for errors and damage which may occur during the assembly of packages by the Customer.
6. In case of any irregularities, the Customer shall be obliged to immediately notify the Supplier of the situation. Notification should be made in electronic form to the PM's e-mail address with a copy to [sales@germaniamint.com](mailto:sales@germaniamint.com) The notification should include complaint form and proof of purchase (VAT

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invoice), a description of the defects found, the number of coins with defects and photos of each complained flaws, clearly showing the defects.

7. The Complaint form shall be annexes hereto respectively:

[Annex no. 2 – Complaint form](#)

8. The defected goods should be sent to the Supplier to the following address: Germania Mint Services Sp. z o.o., Al. Wojska Polskiego 21, 58-500 Jelenia Góra, Poland

9. Shipment of the defective goods should be each time determined in terms of time and method of delivery with the PM handling the Order, and this information should be sent to the PM's e-mail address with a copy to [sales@germaniamint.com](mailto:sales@germaniamint.com).

10. The defective goods should be returned in the original multipack with the retained external label, ensuring its permanent protection against mechanical damage during transport. Failure to adequately protect the goods during transport will result in loss of warranty.

11. Costs associated with the shipment of the defective goods (including additional charges, such as customs and tax) shall be borne by the Customer. In case the complaint is accepted, these costs will be covered by the Supplier.

12. Possible irregularities in part of the delivered goods shall not entitle the Customer to claim the whole delivery.

13. The deadline for handling complaints is 14 calendar days from the date of receipt of the defective goods. The Information about the consideration of the complaint shall also be sent in the form of electronic message to the e-mail address of the Customer or another address specified by him in the Complaint Form.

14. The Supplier may repair or replace the defective goods for free from defects, unless the parties agree an appropriate reduction in price or quantity of goods correction on the invoice. If it is not possible to remove the defects even with re-manufacturing, the Supplier shall reserve the right to withdraw from the Order and return the payment to the Customer.

15. The date of repair of goods shall be determined individually with the Customer after accepting the complaint. The Supplier shall make every effort to ensure that the process of eventual repair of goods takes place in the shortest possible time. The Supplier shall guarantee that claims will take priority over current orders. For technological reasons, the maximum time for the re-processing of the Order shall not exceed 30 working days.

16. Making a complaint shall not suspend the Customer's obligation to pay the amount due for the goods.

17. In the case of an unjustified complaint, the Supplier shall have the right to partially or fully charge the Customer with the costs incurred in connection with the complaint.

18. The Customer shall be obliged to check the goods before handing them over to a third party. Complaints made by third parties shall not be considered.

19. The Supplier's liability for goods defects shall only cover damage resulting from the Supplier's culpable behaviour. The Supplier's liability shall not include so-called consequential damages and lost profits. Moreover, the Supplier's liability shall always be limited to the net price paid by the Customer for the object of the order under complaint. Any further claims for damages by the Customer shall be excluded.

20. The Supplier's liability under warranty for physical defects of the delivered goods shall be excluded.

### § 13. Copyright

1. The Customer while making the Order shall declare that he has the right to use all provided materials and trademarks, and that they do not infringe third party rights, in particular copyright and inventive rights. Should any third party file a claim against the Supplier in connection with infringement of its rights by the Supplier, the Customer shall undertake to indemnify the Supplier from such liability in full and reimburse it for expenses



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necessary for its reasonable defence.

1. The Supplier, in the course of manufacturing the subject of the order, shall use specialist tools that constitute the material and intellectual property (technical documentation) of the Supplier and are not subject to release to the Customer, and the cost of adapting them to a specific order is each time specified in the offer as a service of production preparation.
2. Graphic designs, technical documentation, calculations, offers and other documents produced by the Supplier shall be his intellectual property. The Customer shall not have the right to produce the objects of the order from the Supplier's files at other contractors without the written consent of the Supplier. The aforementioned documents shall constitute the Supplier's secret and may not be disclosed to third parties without written consent of the Supplier.
3. The Supplier shall be entitled to use completed orders for marketing purposes as a reference for the quality and durability of workmanship, inter alia, by presenting them on the website and during business meetings, also in the form of information about the provision of services to the Customer. If the Customer does not agree to such use of the subject matter of the order, it is required to present its written position on the matter, sent in electronic form to the registered mailbox PM, with a copy to [sales@germaniamint.com](mailto:sales@germaniamint.com) indicating whether the lack of consent applies to selected or all orders of the Customer.
4. The GTC shall not constitute the basis for transferring rights / granting licences in respect of patents, industrial designs, utility models, copyrights or any other intellectual and/or industrial property rights.

### § 14. Confidentiality

1. The Customer shall undertake to maintain the confidentiality of the Supplier, in particular not to disclose and not to communicate to third parties any information concerning the Supplier without the prior written consent of the Supplier.
2. The confidentiality obligation shall remain in force even after termination of cooperation with the Supplier.
3. The Customer shall be obliged to duly protect information that constitutes the Supplier's secret.
4. The confidentiality obligation shall not apply in cases where disclosure of the information covered by it is required by law at the request of a court or other authority (e.g. police, prosecutor's office, tax office) entitled under mandatory provisions of law to request specific information.

### § 15. Final provisions

1. The General Terms and Conditions of Order shall be valid from 04.05.2022 until the date of their cancellation or amendment.
2. The General Terms and Conditions shall be available to the Customer prior to conclusion of the agreement at <https://germaniamint.com/general-terms-and-conditions-of-order-gtc/>
3. By placing an Order, the Customer shall accept the provisions of these GTC.
4. Different arrangements between the parties agreed and confirmed in writing shall take precedence over the provisions of these GTCs.
5. Any disputes arising from the application of these GTC shall be resolved by amicable agreement, in accordance with Polish law. In case of disagreement, the dispute shall be settled by the court having jurisdiction over the Supplier's seat according to the material and procedural regulations of Polish law.
6. If individual provisions of the GTC become invalid for any reason, the validity of the remaining provisions of the GTC shall not be affected.
7. If the inability to perform by the Supplier occurred due to force majeure, the Customer shall not be entitled to any claim for compensation for damages resulting from non-performance or late performance of the





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agreement.

8. Filling in the Order Form with the Customer's data, including such data in an e-mail or transferring them by phone is tantamount to consenting to their processing by the Supplier. Personal data are processed in accordance with Article 6 (1)(b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (i.e. General Data Protection Regulation) (Official Journal of the EU.L 2016 No. 119, p. 1). The administrator of the personal data is Germania Mint Services Sp. z o.o. with its registered office in Jelenia Góra, Aleja Wojska Polskiego 21, entered into the register of entrepreneurs kept by the District Court for Wrocław Fabryczna in Wrocław, IX Commercial Department of the National Court Register under KRS number KRS 0000858462, NIP PL 6112808526, REGON 38703768.. The data are processed for the purpose of proper implementation of the Order by Germania Mint Services Sp. z o.o. The Customer has the right to access and correct his data, as well as to demand their deletion. Providing data is voluntary, but the refusal to provide it will result in the Supplier's inability to fulfil the Order.
9. In cases not regulated in this document, relevant provisions of the Civil Code applicable in the Supplier's country shall apply.