



B L O C K

TERMS OF SALES (in force as of. 01.09.2015)

§ 1

Definitions

1. Delivery address- postal address of delivery of the product indicated by the Buyer.
2. Postal address- name and surname or name of institution, location (in case of a place divided into streets- the street, building number, apartment number or premises, in case of a place not divided into streets: the name of the place and number of real estate), postal code, place and country.
3. Contact address and submission of complaints:
Comp Centrum Innowacji sp. z o.o.
ul. Jutrzenki 116
02-230 Warszawa, Polska
e-mail: contact@glabdefi.co
4. Complaint address, to which returned or defective product should be sent:
Zakłady Urządzeń Komputerowych „ELZAB” S.A.
Magazyn CCI
ul. Kruczkowskiego 39
41-813 Zabrze, Polska
5. Delivery- type of delivery service along with establishing the courier and its costs.
6. Proof of purchase- invoice or receipt, issued in accordance with the law from March 11 2004 on value added tax and other applicable regulations.
7. Client- an adult, natural person having full capacity to submit declarations of law, a legal person or organizational entity not having legal personality, with the capacity to conduct acts of law who purchases a product from the Seller.
8. Civil code- law from April 23 1964 Civil Code.
9. Consumer- an adult, natural person having the full capacity for acts in law, conducting a purchase not connected directly with its Professional or business activity.
10. The Buyer- the Consumer and the client.
11. Place of product delivery- delivery address indicated in the order by the Buyer.



12. Moment of the product delivery- moment in which the Buyer or the third person indicated by him to collect the product to take possession of the product,
13. Payment- bank transfer, being a method of payment for the product.
14. Consumer law- the law from 30 May 2014 on consumer rights.
15. Product- BLOCK tube amplifier.
16. Subject of the agreement- the product and delivery of the product, which is the subject of the agreement,
17. Internet website- an internet site available under the address: glabdefi.com through which the buyer may place an order for a product.
18. Seller:
Comp Centrum Innowacji sp. z o.o.
ul. Jutrzenki 116
02-230 Warszawa
TIN 522-29-93-429
REGON 145923703
Share capital: 111,426,000.00 PLN
entered into the register of entrepreneurs maintained by
District Court for the City of Warsaw
XIII Business Division of the National Court Register
under the Polish Legal Register of Companies number 405829
19. Agreement- an agreement concluded off the premises of the entrepreneur or within the distance in within the meaning or art. 535 et seq of the Civil Code in case of the Clients.
20. Defect- a legal and physical defect.
21. Physical defect- non-compliance of the product with the agreement, particularly if the product:
 - a. does not have the properties that a product of this kind should be given due to the purpose designated in the agreement or arising from circumstances or designation,
 - b. does not have the properties, whose existence was assured by the Seller to the Buyer,
 - c. is not suitable for the purpose of which the Buyer informed the Seller upon concluding the agreement and the Seller did not report the objection to such purpose,
 - d. was issued to the Seller incomplete,
 - e. in the event of the incomplete installation and start-up, if the actions were conducted by the Seller or a third party for which the Seller is responsible for, or by the Buyer, who acted in accordance received from the Seller,
 - f. does not have the properties assured by the producer, its representative or an entity which introduced the product for sale within the scope of its business activity, and the entity that by placing its name, trade mark or other distinctive sign to the product presents itself as a producer, unless the Seller did not know of these assurances, and assessing it reasonably the producer could not know and could not have influence on the decision of the Buyer regarding the conclusion of the agreement or if the content is corrected before the agreement is concluded.



22. Legal defect- a situation, where the product is owned by a third party or is encumbered by a third party right and also if the limitation in the use or disposition of the product results from the decision or verdict of a competent authority.
23. Order- a declaration of will of the Buyer submitted by the form available on the website, aiming directly to conclude the agreement between the Buyer and Seller and specifying clearly: the type and quantity of the products, type of currency in which the payment for the product should be made, the deliver address, as well as the data of the Buyer.

§ 2

General conditions

1. The Agreement is concluded in Polish and English in accordance with Polish law and regulation herein. The execution of this agreement is subject to Polish law.
2. The Seller is obliged to render services and deliver products free of defects.
3. The price of the product given is provided in the following currency: Polish zloty, Euro and US Dollars. The choice of currency, in which the payment will occur by the buyer is to be issued by the Buyer. The price of the product is a gross price (including VAT). The price of the product contains the cost of delivery, which is established individually, depending on the delivery address, customs, duty and import charges, costs connected with conducting bank transfers and currency transfer.
4. The confirmation, accessibility, records, safeguarding of all significant provisions of the agreement in order to receive access to this information in future shall occur in the following manner:
 - a. the confirmation of the order by the Seller, which occurs by sending to the Buyer an email containing: order, pro-forma invoice, a link to download these sales regulations,
 - b. in case of Consumers: attaching the order, sent to the place of issuing the product, printed: proof of purchase, information on the right to withdraw from the agreement, specimen form regarding the withdraw from the agreement, and the link to the independent download of these regulations.
5. The Seller shall not collect any fees for communication with him and the use of communication means from a distance, and the Buyer shall incur costs resulting from the service agreement with a third party enabling to communicate from a distance.



§ 3

Conclusion of the agreement and its implementation

1. The orders may be placed 24 hours a day, 7 days a week.
2. In order to place an order, the Buyer should contact the Seller, through the contact form available on the internet web-site or send e-mail at: contact@glabdefi.com.
3. The conclusion of the agreement with the Buyer shall occur upon the moment of its acceptance by the Buyer, the price of the product, type of currency in which the payment should be made and the costs of delivery of the product, and upon conducting the payment of the price for the product by the Buyer, as well as delivery costs for the product.
4. The purchased product is sent to the Buyer along with sales document chosen by the Buyer (invoice or receipt) through courier delivery to the delivery address indicated by the Buyer. In case of a Consumer, the product is sent along with the attachments enclosed referred to in § 2 sec. 4 pt. b.



§ 4

The right to withdraw from the agreement

1. The Consumer shall have the right to withdrawal from the agreement without providing the reason and without incurring costs, with the exception of the costs of returning the product to the Seller.
2. The deadline for withdrawing from the agreement is 14 days from the moment of issuing the product to the Consumer. Sending a declaration within the 14 day period is enough to meet the deadline
3. Consumer should file the declaration on withdrawing from the agreement on the form specimen indicated in appendix no 2 to these Regulations.
4. The Seller shall immediately confirm the receipt of withdrawal from the agreement by sending a confirmation to the e-mail address indicated upon concluding the agreement or a different in a different manner provided for by the Consumer.
5. In the event of a withdrawal from the agreement by the Consumer, the agreement is considered as uncompleted.
6. The Consumer has the obligation to immediately return the product to the Seller, being the subject of the agreement from which he withdrew, however not later than within 14 days from the day in which he withdrew from the agreement. In order to fulfill the deadline, enough is to send the products before the lapse of the period.
7. The Consumer shall send the products which are the subject of the agreement from which he withdrew, at his own risk and expense. Due to the fact that, only brand-new products ensure the maximum possible protection from damage, the Seller recommends for the products to be sent in its original packaging. The risk of damage during transport of the products sent should be borne by the Consumer.
8. The Consumer shall bear responsibility for the reduced value of the product resulting from the use of the product beyond the necessary character and characteristics, feature, functionality of the product.
9. The Seller shall immediately, no later than within 14 days of receiving the declaration on withdrawal from the agreement filed by the Consumer, return all payments conducted by the Consumer.
10. The Seller shall conduct the return of the payment made by the Consumer by bank transfer onto the bank account indicated by the Consumer from which the Consumer conducted the payment amount.
11. The Seller may withhold the return of the payment received by the Consumer until the moment receiving the products back or delivering proof of their return depending on which event occurs earlier.



§ 5

Quality warranty and implied warranty for defects

1. The Seller shall grant a quality guarantee for defects. The warranty conditions constitute Appendix No 2 to these regulations.
2. The Seller pursuant to art. 558 § 1 of the Civil Code shall fully exclude the liability for the implied warranty for defects for physical and legal faults of the product.
3. The Seller is responsible for physical and legal defects of the product (implied warranty for defects) on the principles set forth in art. 556 et seq of the Civil code.
4. Due to the fact that only original factory packaging ensures maximum possible protection against damages, the Seller recommends, that in the event of occurrence of defects of the products, the products are to be sent to the complaint address in its original factory packaging. The risk of damage during transport of the products shall be covered by the Buyer.
5. The Seller recommends that immediately upon the dispatch of the parcel containing the product, the delivery number along with consignment letter number shall be provided via e-mail to the Seller.
6. In the case if in an agreement concluded with a consumer a physical defect has been detected within a year of the release of the product, it is assumed that it existed at the time of the transfer of the risk onto the consumer.
7. In the event of an occurrence of product defect, the defect should be reported to the Seller at the contact address. The Seller recommends that upon reporting the defect, recommendations contained in the manual procedure users of the product has been applied. This instruction is attached as Appendix 3 to this Regulation.
8. If the product has a fault, the Consumer may:
 - a. submit a declaration demanding price reduction,
 - b. submit a declaration on withdrawal from the agreement.

unless the Seller immediately and without any excessive inconvenience to the Consumer, replace the defective product with a product free from defects or removes the defect. However, if the product has already been replaced or repaired by the Seller, or the Seller did not fulfill the obligation to replace the product into a product free of defects or to remove the defect, the Buyer is entitled to the replacement of the product or removal of the defect.
9. The Consumer cannot withdraw from the agreement if the defect is insignificant.
10. If the product has a defect the Consumer may also:
 - a. demand the exchange of the product free from defects,
 - b. demand the removal of the defect.
11. The Seller may refuse compensation claimed by the Consumer if the bringing to conformity of the defective item in the manner chosen by the Consumer is impossible or in comparison to the second possible manner of bringing the conformity with the agreement would require excessive costs.



12. The Consumer who exercises his rights due from warranty, is obliged to deliver the faulty product onto the commercial address of the company. The Consumer delivers the faulty product at his own risk.
13. The replacement costs or repair shall be beard by the Seller.
14. The Seller shall be responsible for the warranty if a physical defect is found before the expiry of two years from the release of a consumer product and if sold product was used- before the end of the year since the release of a consumer product.
15. Consumer's Claim regarding the fault removal or product replacement to a product free of fault shall expire within a year starting from the day of determining the fault, however not earlier than before two years starting from the moment of issuing the product to the Consumer, and if the product was used - before the lapse of one year from the moment of issuing the product to the Consumer.
16. In the time periods set forth in sec. 11, the Consumer may submit a declaration on the withdrawal from the agreement or to reduce the price due to a physical fault in the product, and if the Consumer demanded the replacement of the product into a product free of fault or to the removal of the fault, the deadline for submitting a declaration of withdrawal from the contract or reducing the price begins as soon as ineffective expiry of the deadline for the exchange of product items or the removal of the defect.



§ 6

Privacy policy and personal data security

1. The Seller is the Administrator of the personal data provided by the Buyer.
2. The Seller is obliged to protect the personal data in accordance with the law from 20 August 1997 on the protection of personal data, and the law on rendering services with electronic means from 18 July 2002. Upon submitting an order, the Buyer provides consent for the processing of the personal data, for the purpose of executing the submitted order and for transfer of the data to the entity executing the delivery of the product. The buyer may Access, modify, update, or delete their personal data at any time.
3. The detailed provisions of collecting, processing and gathering of personal data for the purpose of order fulfillment by the Seller, shall be listed in Privacy Policy under the address:
www.glabdefi.com/en/privacy-statement

§ 7

Final provisions

1. None of the provisions of these Regulations is intended to affect the rights of the Buyer. They may also be interpreted, as in the case of non-compliance with any part of the Rules applicable laws, the seller declares unconditional surrender to and application of this law in place of the challenged provision of the Regulations.
2. The current version of the rules is always available for the Buyer on the internet site at:
www.glabdefi.com/terms-of-sales
During the execution of the order and within the entire period of after sales care, Buyer is subject to the regulations approved by him when ordering.
3. Should the Consumer consider the Regulations, which he accepted upon submitting the order as less beneficial from the current binding, he is entitled to choose the current rules as binding, informing the seller of such choice.
4. In matters unregulated by these Regulations of these sales regulation, the relevant applicable rules and regulations shall apply. Disputes shall be resolved by a common court of law relevant registered address of the Seller.