Łódź, 3 June 2026

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

The Seller / PROTEKT Grzegorz Łaszkiewicz spółka z ograniczoną odpowiedzialnością (limited liability company) – hereinafter referred to as 'PROTEKT' – ul. Starorudzka 9, 93-403 Łódź, Tax Identification Number (NIP) 7292747932, National Business Registry No. (REGON) 524047958, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 0001009727; the Register Court which keeps company's records: District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register;

a. All provisions set forth in these Terms of Cooperation apply to all contracts concluded between PROTEKT Grzegorz Łaszkiewicz spółka z ograniczoną odpowiedzialnością (PROTEKT) and its customers. They may be changed only on the basis of individual written arrangements signed by authorised employees of the Customer and PROTEKT. PROTEKT Terms of Cooperation are published on the website www.protekt.pl, hereinafter referred to as the website https://protekt.pl/ows_pl.pdf
b. To conclude contracts with PROTEKT, a party must be a natural person of legal age, a legal person, or an organisational unit without legal personality to which separate provisions confer legal capacity, hereinafter referred to as the Customer.
c. PROTEKT does not accept any terms and conditions governing the performance of contracts applied by the Customer that differ from PROTEKT Terms of Cooperation. Any additional or differing commercial terms of the Customer are binding on PROTEKT only if they are expressly accepted by PROTEKT Grzegorz Łaszkiewicz sp. z o.o. in writing.
d. If the Customer maintains an ongoing business relationship with PROTEKT, their accepting of PROTEKT Terms of Cooperation upon registering as a PROTEKT customer or their placing a single order is deemed to constitute acceptance of these Terms for all subsequent contracts, unless a separate agreement has been concluded with PROTEKT in relation to the order in question, specifically governing the terms of its fulfilment. If PROTEKT amends the Terms of Cooperation during the course of the business relationship, the acceptance of PROTEKT's amended Terms in relation to a single order are deemed to constitute acceptance of these Terms for all subsequent contracts.
e. Wherever these Terms of Cooperation refer to a catalogue, this must be understood as the printed edition, CD/DVD, portable disks, website, advertisements and press releases, leaflets, as well as any other means of public presentation of our company's commercial information.
f. The Polish version of these Terms of Cooperation prevails. The other language versions are for information purposes only.

2. PRICES

a. Any information relating to goods, including prices, contained in the catalogue, on a CD/DVD, on the PROTEKT website or in other information materials, constitutes merely an invitation to enter into a contract and does not constitute an offer within the meaning of Article 66 of the Polish Civil Code.
b. The prices listed in the catalogue, on the CD/DVD and in other information materials must be regarded as indicative. **The price shown in the B2B Platform or in the quotation sent by the sales department applies during sale,** unless the price has been agreed with an authorised PROTEKT employee in writing.
c. If an advance payment is made for the purchase of a particular item, the price stated on the proforma invoice applies. The price stated on the proforma invoice applies only until the last day of the payment deadline specified on that invoice.
d. The prices on the website www.protekt.pl are shown in PLN. Please always check whether the price quoted in a particular offer includes VAT. Prices never include delivery costs or customs duties. These are ex-works Łódź prices.

e. Pursuant to Article 589 of the Civil Code, title to the goods passes to the Customer upon full payment of the price for the goods.

3. HOW TO ORDER

a. PROTEKT accepts orders placed in person at PROTEKT's head office, by telephone, by post, by email and via its online sales system: the contact form on the website www.protekt.pl and the B2B platform https://b2b.protekt-24.pl/ (hereinafter "B2B Platform"). **For export orders, orders can only be placed via email: export@protekt.com.pl**

b. PROTEKT accepts no liability for the consequences of an incorrect or illegible order placed by the Customer, and, in particular, for any errors resulting in a delay in the fulfilment of the order or the non-delivery of the goods ordered.

c. Placing an order does not bind PROTEKT, and the absence of a reply does not constitute tacit acceptance of the order.

d. Goods may only be ordered in quantities that are multiples of the figure shown next to the product (if no multiple is specified, the default is 1) and no less than the minimum quantity shown in the price table.

e. We send confirmation of orders placed upon Customer's request.

f. It is possible to place orders for delivery on specific future dates.

g. If the Customer makes an advance payment but fulfilling the order is not possible, PROTEKT will issue a credit note for the value of the unfulfilled order.

h. The Customer can place an order by logging into their account in the B2B Platform or by making a purchase using one of the other methods listed in Section 3(a), while for export orders, this may be done by email.

i. The Customer authorises a person who is responsible for registering an account in the B2B Platform and placing orders by email on behalf of the company. Once an order has been placed, the Customer will receive an order confirmation email at the email address provided during registration or on the order form. The order confirmation means that the contract of sale has been concluded in accordance with provisions set forth in these Terms. The Customer can check their orders in their B2B Platform account. Otherwise, the Customer can check the status of their orders by contacting the sales department at the email address provided in the 'Contact' tab on the website www.protekt.pl.

4. DELIVERY OF GOODS

a. The Customer bears the delivery costs, unless otherwise agreed in a separate contract between the Customer and PROTEKT.

b. The costs of postage depend on the weight of the parcel, its dimensions, the country of destination and the chosen carrier or freight forwarder.

c. Costs of delivery are added to the order and are invoiced with the first shipment containing goods from that order. Adding, at the request of the Customer, additionally ordered goods to the second or subsequent shipments containing goods from an order causes that such a shipment containing additionally ordered goods will be treated as a new order and transport costs will be added to such shipment.

If the permissible weight of a parcel for delivery to a customer is exceeded, the transport costs will be determined on a case-by-case basis by PROTEKT's Sales Department. **The terms and costs of transport for international orders are agreed on a case-by-case basis with the Export Department.**

d. Delivery dates are indicative only, unless the Customer has agreed a delivery date with PROTEKT under a separate contract.

e. PROTEKT decides on the choice of carrier/courier, unless otherwise agreed on the basis of individual agreements between the Customer and PROTEKT. The Customer agrees that the

courier may leave the parcel at the delivery address without the recipient having to confirm receipt, in accordance with the carriers' delivery policies.

f. Collection of goods from the PROTEKT premises at the warehouse on ul. Gombrowicza 6, 93-405 Łódź is only possible on the basis of individual arrangements between the Customer and PROTEKT.

5. INTRA-EU DELIVERIES

a. Customers from European Union countries are required to provide a European VAT registration number in order to purchase at 0% VAT rate. If we do not receive such a confirmed number from **the Customer**, nor confirmation of receipt of the goods, we will be obliged to issue an invoice subject to Polish goods and services tax (VAT) at the current rate. The Customer may be charged Polish goods and services tax (VAT) if they fail to present PROTEKT with a confirmation that the European VAT registration number is valid on the date of conclusion of the contract with PROTEKT, and if this number is not valid on the date of delivery of the goods. The Customer will also be charged Polish goods and services tax (VAT) if they transport the purchased goods on their own outside of Poland and fail to provide us with proof of export to another EU country.

6. EXPORT

a. Customers located outside the European Union receive a VAT invoice and the EAD customs document, including a unique MRN number, together with the goods. This code must be provided at the European Union border. If the goods do not leave the customs border of the European Union within 150 days of the issue of the EAD or the border crossing is not confirmed by the border customs office, **the Customers** will be charged with the goods and services tax (VAT) at the current rate.

b. The Customer acknowledges that the laws of certain countries and international organisations impose restrictions on trade in certain goods and related technology and documentation with certain countries, entities or individuals, and the Customer represents that they are not deprived of the right to purchase goods offered for sale by PROTEKT under the applicable national and international law.

c. The Customer undertakes to comply with the laws, including customs, export and import regulations of the country to which the goods purchased from PROTEKT are to be delivered, and to obtain the necessary permits or licences for, among other things, the sale and import of goods from their countries of origin, insofar as the regulations in force in these countries require them to be obtained, and to comply with the customs regulations of these countries.

i. The Customer undertakes to comply with all official acts, in particular the provisions of laws, regulations, orders and any decisions and sanctions issued pursuant thereto, insofar as they relate to goods purchased from PROTEKT (hereinafter: Goods), including, amongst others: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations); (iii) the laws and regulations concerning economic sanctions imposed by the Office of Foreign Assets Control of the US Department of the Treasury; (iv) European Union legislation on export controls and sanctions; (v) United Nations sanctions policies; (vi) all relevant provisions established under any of the aforementioned regulations; and (vii) other applicable economic sanctions, export controls or import regulations (hereinafter collectively referred to as the "Export Regulations").

ii. The Customer declares that they will: (i) Use the Goods exclusively for civilian end-uses, and will not use the Goods for unauthorised military end-uses within the meaning of the Export Regulations;
(ii) Prevent end-users subject to restrictions from acquiring the Goods, except where

permitted by Export Regulations;
(iii) Prevent entities subject to bans or sanctions from acquiring the Goods, except where permitted by the Export Regulations, including, for example, by persons appearing on: (A) the U.S. Specially Designated Nationals List, the Denied Persons List and the 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) Refrain from using the Goods for end-uses prohibited by the Export Regulations, such as the design, modification, production or manufacture of nuclear, missile, chemical or biological weapons, or from using the Goods for the design, enhancement, repair or production of so-called supercomputers.

iii. The Customer will not knowingly re-export, resell, transfer or otherwise make available, the Goods to third parties who fail to confirm, clearly and unambiguously, that they will comply with the rules set out in Section 5(d), including in Section 5(d)(1) and 5(d)(2) of these General Terms.

7. SALES DOCUMENTS

a. PROTEKT issues a sales document for every transaction carried out. It is always a VAT invoice, but depending on the type of Customer and transaction, it may be one of the following types of VAT invoice.

i. **A net VAT invoice**, that is, an invoice showing the net prices and values of the Goods. In this formula, the tax is calculated as the product of the value and the rate. This type of invoice is issued to Customers who are business customers, legal entities and organisational units without legal personality to which separate provisions confer legal capacity. PROTEKT may make the issue of a net VAT invoice conditional upon the provision to PROTEKT of documents certifying that the Customer is a business customer or a legal entity.

ii. A **gross VAT invoice**, that is, an invoice showing the prices and values of goods inclusive of VAT. All individual Customers (consumers) are issued this type of invoice.

iii. **We issue invoices for international orders exclusively in EUR.**

iv. **All Customers using the B2B Platform receive invoices via the KSEF system. Overseas Customers receive their invoices by email only.**

8. PAYMENT METHOD

a. PROTEKT accepts payments made in the following ways: cash on delivery (COD, selected countries only), bank transfer, and cash.

b. The Customer will have the option to negotiate the terms of payment. Please contact PROTEKT's Domestic Sales Department and Export Sales Department to agree on the terms of payment.

c. To obtain a deferred payment deadline, you must submit your company's current registration documents (or other documents as requested) and obtain approval from PROTEKT's Domestic Sales Department and Export Sales Department.

d. PROTEKT reserves the right to charge statutory penalty interest for late payment by the Customer, and has the right to order the Customer to pay the costs of debt recovery in accordance with the terms and in the amounts provided for in the legislation in force on the date the contract is concluded.

e. PROTEKT reserves the right to refuse an order, suspend the fulfilment of an order or the dispatch of the Goods ordered if the Customer is in arrears with payments, or if their legal or financial standing is likely to cause problems with future payments, or if PROTEKT has any doubts regarding the Customer's financial standing.

9. QUALITY AND WARRANTIES

a. The Goods sold by our company are of high quality. The methods used for their transport, storage and packaging ensure protection against both mechanical and electrical damage.
b. If a warranty is included with the product, its provisions apply.

10. COMPLAINTS PROCEDURE

a. Please submit any comments regarding the quality of the products we sell, the level of service provided, or discrepancies between the actual Goods and the invoice in writing to the Sales Department: email handlowy@protekt.com.pl; and, for exports, to PROTEKT's Export Sales Department: email export@protekt.com.pl
b. Returns of faulty or incorrectly delivered Goods must only be made after obtaining authorisation from a member of the PROTEKT's Sales Department, and for international orders, following approval by a member of the Export Sales Department. Goods may only be returned by non-COD shipment. In specific cases, the staff of the Sales or Export Sales Departments may suggest that a particular carrier or courier be commissioned to collect the Goods.
c. A refund may also be granted if PROTEKT supplies products with specifications that differ from those described in our catalogue, provided that such a discrepancy affects the function(s) of the products as determined by their intended use.
d. Upon receipt of the complaint and the Goods subject to the complaint (if PROTEKT deems it necessary to examine the Goods in order to consider the complaint), we assess the validity of the complaint in question. If the complaint is accepted, the only options available are a refund, offsetting against current amounts due, or replacement of the Goods with a fault-free item.
e. If the complaint is accepted, a corrective invoice will be issued as confirmation of the terms of the settlement agreed between and fulfilled by the Customer and PROTEKT. In accordance with Article 29(a)(13) and Article 86(19)(a) of the Act of 11 March 2004 on Goods and Services Tax, a corrective invoice constitutes confirmation of an agreement between the Parties to reduce the tax base.
f. The complaint must include a detailed description of the reason for the complaint, a copy of the evidence of purchase, and the preferred method of resolving the complaint, chosen from among the options described in Section 9(d). Complaints should be submitted using the complaints form available on the website www.protekt.pl under the 'Contact' tab as a downloadable file: https://protekt.pl/pdf/Formularz_reklamacyjny_PROTEKT.pdf. For overseas sales, complaints will be made by email by sending a complaint to export@protekt.com.pl
g. Complaints regarding quantity must be made no later than 7 working days after receipt of the shipment.
h. If a shipment arrives at the Customer's premises in a condition suggesting it has suffered mechanical damage during transit, it must be inspected in the presence of the courier, and a report detailing the damage must be drawn up. Only such a report, signed by the carrier, forms the basis for a complaint.
i. PROTEKT's liability for the supply of defective products is limited to the replacement of the Goods or a refund of the amount paid.
j. Refund policy: PROTEKT will issue refunds via the same payment method used to make the original payment, or, in other cases, to the bank account specified by the Customer, unless PROTEKT and the Customer agree on a different method of refund.

11. LIMITATION OF LIABILITY

a. PROTEKT Grzegorz Łaszkiewicz sp. z o.o. is not liable for any damage arising from a failure to meet the delivery deadline, the delivery of products with specifications different from those set out in the catalogue or online offer, provided that such a discrepancy in specifications does not affect the function(s) of the products, as determined in accordance with their intended use, or from non-delivery of the product or changes to prices. In particular, we will not be liable for any

production stoppages, loss of profit or consequential losses arising from the failure to deliver the relevant Goods by the agreed deadline. The above restrictions do not apply where a separate contract has been concluded between PROTEKT and the Customer for the supply of the Goods, specifying the terms of delivery and liability for failure to comply with them.

b. PROTEKT is not liable for the consequences of using the supplied products for purposes other than those for which they are intended.
c. PROTEKT is not liable for errors arising during the printing of the catalogue or for errors in the technical documentation available online.
d. We also reserve the right to supply Goods with specifications different from those set out in the catalogue, provided that any discrepancy in specifications does not affect the function(s) of the products, as determined in accordance with their intended use; therefore, upon receipt of the Goods from us, please check that their functions do not deviate from the Customer's requirements. The specifications and descriptions of the products on offer are for guidance only and cannot form the basis for a claim for compensation, provided that any discrepancies in this regard do not affect the function(s) of the products, as determined by their intended use. It is the buyer's responsibility to ensure that they are used and applied correctly.
e. PROTEKT is not liable for any unlawful use of goods purchased from PROTEKT.
f. Where a warranty has been granted, PROTEKT is not liable for any damage arising from a failure to process a complaint within the specified time limit.
g. Subject to any further limitations set out in these Terms of Cooperation, PROTEKT's liability for non-performance or improper performance of the contract for the sale of Goods and in respect of the warranty, regardless of the legal basis of the claim, will be limited to liability for the Customer's actual losses up to an amount equivalent to the price payable for the Goods to which the non-performance or improper performance relates. The repair, replacement of the defective Goods with non-defective Goods, or refund of the price paid for those Goods, as executed at PROTEKT's discretion, will exhaust all the Customer's claims arising from the delivery of defective Goods.
h. PROTEKT's liability under the statutory warranty for defects in Goods sold is excluded.

12. FORCE MAJEURE

a. PROTEKT is not liable for failure to fulfil its contractual obligations, in whole or in part, should external events defined as 'force majeure' over which it has no control occur. The term 'force majeure' refers to any unforeseen events beyond PROTEKT's control that occur after the conclusion of the contract, such as, in particular: war, civil unrest, disasters, floods, transport disruptions and strikes.
b. If the period during which 'force majeure' is in effect exceeds two weeks, both PROTEKT and the Customer are entitled to terminate the contract for the supply of Goods with immediate effect, without liability for any damages arising from the termination of the contract due to the occurrence of 'force majeure' circumstances.

13. COPYRIGHT & JURISDICTION

a. PROTEKT Grzegorz Łaszkiewicz holds the copyright or other legal title to the materials contained in the catalogue and on the website, in particular to the photographs, descriptions, translations, graphic design and presentation style.
b. Any copying of information or technical materials contained in catalogues, on websites or otherwise provided by PROTEKT requires the written consent to be issued by PROTEKT.
c. The above terms remain in force until any amendments to them are published in PROTEKT's official marketing materials and offers.
d. These Terms of Cooperation are governed by Polish law, and the resolution of any disputes will be conducted by the general court with jurisdiction over PROTEKT's registered office (Łódź,

Poland). PROTEKT may also bring legal proceedings against the Customer in the General Court with jurisdiction over the Customer's registered office or place of residence. The application of the provisions of the Vienna Convention on the International Sale of Goods of 11 April 1980 is excluded.

e. The Customer may not assign any of their rights, obligations or claims arising from the contract concluded with PROTEKT without PROTEKT's prior written consent. Unless the Parties issue an order to the contrary in writing, the Customer will not be entitled to set off its claims arising from the contract concluded with PROTEKT against PROTEKT's claims or against any other claims that the Parties may have against each other.

f. If any provision of these Terms of Cooperation is held to be invalid or unenforceable by a competent General Court or as a result of a change in the law, such a finding or action will not invalidate or render unenforceable the remaining provisions of these Terms.

   If provisions of these Terms of Cooperation are found invalid or unenforceable, such provisions will be deemed to be excluded from these Terms of Cooperation, but all the remaining provisions will remain in force and enforceable, and the provisions considered invalid or unenforceable will be substituted by provisions with similar meaning that reflects the intention of the original provision within the scope permitted by the applicable laws.

14. TECHNICAL REQUIREMENTS

a. The following are the minimum technical requirements necessary to work with the ICT system we use:
   - **i.** Access to the publicly available section of the platform at protekt.pl, protekt.uk, protekt.it, etc. (hereinafter referred to as the 'website') is available to all internet users without the need to complete any formalities. Access to this website is not conditional on registering with the website.
   - **ii.** Some of the website's content is separated and available via the B2B Platform. Only users who register on the B2B Platform and have a valid email address will have full access to this content.
   - **iii.** Use of the website and the B2B Platform is subject to the user's IT system meeting the following minimum requirements:
     1. The system must be equipped with a web browser: Chrome, Firefox, Microsoft Edge, Safari or Opera (latest versions);
     2. Cookies and JavaScript are enabled.

15. PERSONAL DATA PROTECTION

a. The Seller undertakes to process the Customer's personal data in accordance with the conditions set out in the relevant legal provisions applicable in this regard, in particular those set out in Regulation (EU) 2016/679 of the European Parliament and of the Council 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 Act on the Protection of Personal Data of 10 May 2018.

b. The Seller processes the Customer's personal data in its capacity as a data controller.

c. The provision of personal data by the Customer is voluntary, but necessary in order to register on the website or to enter into a sales contract.

d. The Seller implements appropriate technical and organisational measures to ensure the protection of personal data being processed.

e. Further information regarding the processing of the Customer's personal data, in particular the purposes of such processing and the Customer's rights, is available in the PROTEKT Group's Privacy Policy, which is available on the Seller's website.

16. CONSUMER PROTECTION

a. Natural persons who enter into a contract with PROTEKT that is directly related to their business activities, the terms of which indicate that such activities are not of a professional nature for them – as evidenced, in particular, by the nature of their business activities, as disclosed under the provisions on the Central Register and Information on Business Activities (hereinafter: Sole Traders with Consumer Protection Rights), are subject to greater protection than other entrepreneurs.

   For this reason, the following clauses of these General Terms of Cooperation do not apply to contracts concluded between PROTEKT and Sole Traders with Consumer Protection Rights: (i) Section 3(b);

b. Sections: 9(c), 9(f), 9(h);
c. Sections: 10(a), 10(d), 10(f), 10(g);
d. Section 12(d), insofar as it provides for the exclusive jurisdiction of the general courts in Łódź; any disputes that may arise between PROTEKT and a Sole Trader with Consumer Protection Rights will be resolved by the court having jurisdiction over the place and subject-matter in accordance with the provisions of the Act of 17 November 1964 – Code of Civil Procedure;
e. Section 12(e), insofar as it precludes the set-off of claims held by a Customer who is a Sole Trader with Consumer Protection Rights against claims held by PROTEKT.
f. Sole Traders with Consumer Protection Rights who place an order via the online sales system at https://b2b.protekt-24.pl/ must declare their status in relation to the transaction in question at the order confirmation stage. A declaration is made by unticking the relevant checkbox, which constitutes a declaration that the Customer is making the purchase as a Sole Trader with Consumer Protection Rights, or by leaving the checkbox ticked, which will be deemed to constitute a declaration that the purchase is being made as a business customer or as an institutional customer who is not entitled to consumer protection. When placing orders by telephone, post or email, Sole Traders with Consumer Protection Rights are asked to include the following statement in the body of their respective orders:

   "I hereby declare that this purchase is not directly related to my business activities and is not of a professional nature for me, arising, in particular, from the scope of my business activities, as disclosed under the provisions on the Central Register and Information on Business Activities" or to submit a differently worded but explicit declaration regarding the exercise of consumer protection rights. Failure to submit the declaration will result in the Customer being treated as a business customer or an institutional customer who is not entitled to consumer protection.

17. RIGHT OF WITHDRAWAL

a. A Sole Trader with Consumer Protection Rights who has entered into a sales contract with PROTEKT is entitled to withdraw from the contract within 14 days without giving any reason. The contract withdrawal period expires after 14 days counted from the day:
b. on which a Sole Trader with Consumer Protection Rights takes possession of the Goods or on which a third party designated by that Sole Trader, other than the carrier, takes possession of the Goods,
c. and, in the case of a contract requiring the transfer of ownership of multiple goods which are delivered separately, in batches or in instalments, from the date on which the Sole Trader with Consumer Protection Rights takes possession of the last Goods, its batch or instalment, or on which a third party designated by that Sole Trader, other than the carrier, takes possession of the last Goods, its batch or instalment.
d. To exercise their right to withdraw from the contract, a Sole Trader with Consumer Protection Rights must inform the Sales or Export Sales Department of their decision to withdraw from the contract by means of an unambiguous statement (for example, a letter sent by post or by

email). A Sole Trader with Consumer Protection Rights may use the template withdrawal form set out below and available for download here, although this is not compulsory. In order to comply with the withdrawal period, it is sufficient for the Sole Trader with Consumer Protection Rights to send information concerning the exercise of their right of withdrawal before the withdrawal period has expired.

e. Withdrawal from the contract is only possible for orders for catalogue products. If bespoke solutions have been applied, the product cannot be returned.

18. CONTRACT WITHDRAWAL CONSEQUENCES

a. In the event of withdrawal from the contract, PROTEKT will refund to the Sole Trader with Consumer Protection Rights all payments received from them, including the costs of delivering the Goods (with the exception of any additional costs arising from the Sole Trader with Consumer Protection Rights having chosen a method of delivery other than the cheapest standard method of delivery offered by PROTEKT), without undue delay, and in any event no later than 14 days from the date on which PROTEKT was informed of the decision by the Sole Trader with Consumer Protection Rights to exercise their right of withdrawal. PROTEKT will issue the refund using the same payment methods as those used by the Sole Trader with Consumer Protection Rights in the original transaction, unless the Sole Trader with Consumer Protection Rights has expressly agreed to an alternative arrangement. In any event, the Sole Trader with Consumer Protection Rights will not incur any charges in connection with this refund. PROTEKT may withhold the refund until it has received the Goods or until PROTEKT has been provided with proof of return, whichever occurs first. Please return or hand over the item immediately to the PROTEKT Warehouse at ul. Gombrowicza 6, 93-405 Łódź, Poland, and in any event no later than 14 days from the date on which the Sole Trader with Consumer Protection Rights notified PROTEKT of their withdrawal from this contract. The deadline is met if a Sole Trader with Consumer Protection Rights returns the item before the expiry of a prescribed time-limit of 14 days. A Sole Trader with Consumer Protection Rights will have to bear the direct costs of returning the Goods. Where, due to its nature, an item cannot be returned by post in the usual way, the costs of such returns for sales within Poland are estimated at a maximum of approximately PLN 5,000. The Sole Trader with Consumer Protection Rights is only liable for any diminution in the value of the Goods resulting from the use of the Goods in a manner other than necessary to establish the nature, properties and function(s) of the Goods.

b. Upon receipt of the returned goods, PROTEKT will issue a corrective invoice confirming that the Parties have agreed to reduce the tax base. The date on which the agreements are made is deemed to be the date on which the corrective invoice is issued.

19. NO WITHDRAWAL AND CIRCUMSTANCES IN WHICH A SOLE TRADER WITH CONSUMER PROTECTION RIGHTS LOSES THE RIGHT TO WITHDRAW

a. The right to withdraw from a distance contract does not apply to the Sole Trader with Consumer Protection Rights in respect of contracts:

i. for the provision of services, where the trader has fully performed the service with the express consent of the Sole Trader with Consumer Protection Rights, who was informed prior to the commencement of the service that, once the trader has performed the service, that Sole Trader would lose their right to withdraw from the contract;

ii. where the price or remuneration depends on fluctuations in the financial market, over which the entrepreneur has no control and which may occur prior to the expiry of the contract withdrawal deadline;

iii. under which the subject of the service provision is non-prefabricated Goods,

manufactured in accordance with the specifications of the Sole Trader with Consumer Protection Rights, or intended to meet that Sole Trader's individual needs;

iv. under which the subject of the service provision are perishable Goods or Goods with a short shelf life.

v. under which the subject of the service provision are Goods delivered in a sealed packaging which cannot be returned after opening the packaging due to health protection or hygiene reasons, if the packaging has been opened after delivery;

vi. under which the subject of the service provision are items which, after delivery, due to their nature, become inseparably joined with other items;

vii. under which the Sole Trader with Consumer Protection Rights has expressly requested that the trader visit them to carry out urgent repairs or maintenance; if the trader additionally provides services other than those requested by the Sole Trader with Consumer Protection Rights, or supplies goods other than the spare parts necessary to carry out the repair or maintenance, the Sole Trader with Consumer Protection Rights will have the right to withdraw from the contract in respect of the additional services or goods;

viii. where the subject of the service provision are audio or video recordings or computer software delivered in a sealed packaging, if the packaging has been opened after delivery;

ix. concluded by way of a public auction;

x. for the supply of digital content which is not recorded on a tangible medium if the provision of the service has begun upon the express consent of the Sole Trader with Consumer Protection Rights before the end of the withdrawal period and after the trader has informed that Sole Trader of the loss of the right of withdrawal.

TEMPLATE WITHDRAWAL FORM – available at www.protekt.pl under the 'Contact' tab as a downloadable file: https://protekt.pl/pdf/Formularz_zwrotu_PROTEKT.pdf