



**General Terms of Business**

## **Placing Orders:**

You can place your order via our online shop at <http://www.larsson.pl> or, by writing to [biuro@larsson.pl](mailto:biuro@larsson.pl). Your order should only state our catalogue part numbers, each consisting of seven digits. Please do not give any part or motorcycle names, their production years or any other details. If your order form is illegible, Larsson reserves the right to make our own interpretation of what is written on it. Orders placed without providing the client number (for companies) or/and the full name and address of the ordering party will not be processed. Any orders placed with us will remain valid until processed or cancelled in writing. Customised orders cannot be cancelled before 14 working days have passed since being placed. Any valid orders will be visible in the system as pending until processed or cancelled. If we suspect that the information submitted is fraudulent, Larsson Polska reserves the right not to dispatch the goods. Your order will not require any confirmation from us. Placing an order with us is equivalent to your accepting this Policy.

## **Shipment:**

Any shipments will be at the Client's expense. Orders placed before 13:00 will be processed on the same day, whilst those placed after 13:00 will be processed on the same or the following day (depending on the current workload in our warehouse). On your order form, you should indicate the method of shipment of your choice (Polish Post, municipal service or parcel delivery service) or personal collection. When collecting personally, companies which are our wholesale customers, are required to produce their Larsson Polska customer cards. We do not make expedited postal shipments. If you do not indicate the carrier, we reserve the right of choice. Where appropriate, we reserve the right to change the method of shipment from Polish Post to parcel delivery service. Do not re-order any goods which you have already ordered. Order forms on which the "all-in-one" option is not ticked, will be processed in stages, i.e. we will send out the items as they become available. Any order which has been picked & packed is immediately sent to the Client without prior notification. Orders are approved separately on an ongoing basis - several orders placed on the same day may be sent out in several shipments. If you are late with any payment, your order may be either sent with payment on delivery or suspended until the full payment of the overdue amounts. Larsson Polska cannot be held liable for any changes in the terms of the carrier service including, in particular, price changes; however, Larsson Polska will inform you of any changes in carrier prices on our website at <http://www.larsson.pl>.

## **Price:**

Larsson Polska sells goods at prices published in our online shop. We reserve the right to change our prices if there is a marked change in foreign exchange rates or our wholesale prices of our suppliers. If you place your order before we change our price list, your order will be processed at the prices which were applicable on the date of the order placement. Our entire offering, current prices and items availability can be found in our online catalogue at <http://www.larsson.pl>. We charge an additional fee for the shipment. If you are a motorcycle company making purchases for installation services or resale, Larsson Polska will sell to you at a discount. Larsson Polska will verify your business activity and reserves the right not to grant a wholesale discount. Discounts do not depend on the duration of cooperation with a specific company. If you fail to fulfil the sale plan, your discounts will be cancelled. For details please refer to the **Registration Regulations**.

## **Commercial documents**

Digital invoice is the default form of a VAT invoice, available immediately after issuing (after logging in) on website <https://www.larsson.pl>. This also applies to corrective invoices. Together with the parcel, we only provide the "Delivery Document". Digital invoices are available at <https://www.larsson.pl>. We guarantee the authenticity of their origin and the integrity of the content Larsson Polska sp.z o.o. is not responsible for incorrect data indicated as VAT invoice data during registration or ordering. Information regarding issuing an invoice will be delivered to the e-mail address that will be indicated during registration or ordering. If the customer changes the e-mail address and does not report it in writing, we will send correspondence to the existing e-mail address. It will be treated as properly served.

### **Claims (COMPANIES):**

For companies which are registered with Larsson Polska on general business terms, the warranty period is one year. You should check your items immediately after their receiving (personally in our department or after you collect your parcel from the carrier). Faulty items should be returned to Larsson Polska within 14 days after the detection of a fault. Larsson Polska will not admit any claims if the item was used improperly, not according to its intended use or was installed to a motorcycle carelessly or not as required under the common standards of technical practice; or when the damage is a result of an accident, user error, sporting activities, or any other event which is sporting in character; or any other use, or any use in conditions, for which it was not intended; or storage in improper conditions, exposure to humidity, non-recommended modifications, alterations, repairs, improper installation or using improper power supply, using excessive mechanical stress, failure to follow user manual, or any other activities for which Larsson cannot be held responsible. Furthermore, Larsson disclaims liability for any damage that may occur as a result of flood, storm, fire, sand, dust or dirt, earthquakes, Force Majeure, surges or fluctuations in electrical supply, battery leaks, unreasonable exposure to sunlight, humidity, frost, heat and/or corrosive environment, theft or connection to other equipment not recommended for connection by Larsson Polska.

### **Claims will be admitted only, if:**

- items received are found to have technical defects, or
- were mechanical damaged during delivery, or
- defects that occur during use, covered by the warranty.

If any of the above-mentioned situations occurs, you should return your item to Larsson Polska at your expense. We do not accept reverse charges so do not make any shipments using such a method as such shipments will not be collected. If you have a claim regarding an item, you will have to remove and/or re-install it at your own expense and risk. Any items that you return must be clean, complete and with all the component parts included. All return shipments must be accompanied by an item return form. If it is missing or contains incomplete information, we will not process your claim. We may also need additional information on how the item was used before we start processing your claim and if you fail to provide this to us, we will not process your claim.

If your claim is accepted, we will return the repaired item to you as quickly as possible or replace it with a fully operational one. If that is impossible (for example because warehouse stocks have been exhausted or the production of your item has been discontinued), we will issue a credit note and make a refund as appropriate.

If your claim is rejected as unreasonable, Larsson Polska may charge you with the cost of an expert opinion, if any. If any issues regarding your claim are not covered by this Policy, the same will be governed by the Civil Code Act of 23<sup>rd</sup> April 1964, as amended.

### **Returns (COMPANIES):**

Larsson Polska will accept returns of any items purchased via mail orders provided that they are returned in a resalable condition and in their original packaging. Packaging must be clean from any stickers, labels or price tags, other than those which were placed already on delivered product. You cannot return any items which show traces of use or fitting to a vehicle. Any returns must be accompanied by the completed claim/return form. If the item is returned due to purchaser's fault, The customer who ordered it is charged for the shipment expenses. If a return is made by a registered company, Larsson Polska will charge them with a return processing fee of 15% of the item price as the expenses of placing it back into stock. This fee does not apply for items being returned up to 6 months following purchase. Larsson Polska can refuse receiving the return if this return was made after 12 months following purchase. Electronic items, made as customised orders as well as any items which are no longer in offer or pending removal from our offer, cannot be returned.

### **Claims (CONSUMERS):**

The warranty period for defects in items sold is 2 years. If you find your item to be defective, you should return it to Larsson Polska. The item should be accompanied by the completed claim form. Your warranty claims will be processed within 14 days. If you do not receive an answer from us regarding your claim within this period, your claim will be considered to be justified. If your claim is admitted, we will either replace the defective item or remove the defect in reasonable time, without excessive inconvenience for you. Claim-related issues are regulated in detail under the Consumer Law Act of 30<sup>th</sup> May 2014.

### **Returns (CONSUMERS):**

If you purchase your item from Larsson Polska via an e-mail order, you may return it without any reason within 14 days from the date of receipt of the delivery. In such a case you will need to complete claim/return form. If you return an item that you purchased, you will pay the shipping costs to deliver it to us. If, when making your purchase, you chose a delivery method other than the typically cheapest method of shipment offered by Larsson Polska, your additional costs will not be refunded. Any refunds will be made within 14 days from the date that Larsson Polska receives the returned item or the relevant shipping proof.

### **Risk:**

Larsson Polska delivers items that are free of any defects. The risk of loss or damage will pass on from the seller to the buyer when the item is collected from the warehouse or, if the buyer decided to use carrier services, from the carrier. Larsson Polska disclaims any liability for parcels which are damaged or lost in transit. In accordance with Polish shipping law, it is the carrier who have the full responsibility. If the above-mentioned event occurs, please contact our customer service. We will process your claim within a period depending on the terms of service of the carrier. If customer fail or refuse to collect an item you ordered on an agreed date, Larsson Polska will be automatically relieved from the order-related obligations and will have the right to sell the item to other parties with immediate effect. If the ordered item will fail to being delivered from customer's fault (for example, refuse to receive item), Larsson Polska will charge customer delivering fees for undelivered package.

**Personal data protection:**

Provision of your personal data is totally voluntary; however, it is required for entry into a commercial contract, issuing of an invoice, shipping of an order and receiving the receipt of payment. Larsson Polska sp. z o.o. will administer and maintain your personal data in a manner as required under the Regulation of the European Parliament and the European Council, from 27<sup>th</sup> April 2016 on the protection of individuals 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). Your personal data will be maintained and processed in order to enable the completion of your orders. You have the right to control, view, amend and rise objections against the processing of your personal data. information provided by you is strictly confidential and we are permitted to provide it to public administration authorities, public officers or any other services only in accordance with Polish and international law. Our employees use the data collected when performing their official duties exclusively to complete their work tasks. A detailed description of how Larsson Polska sp.z o.o. processes personal data located in the Privacy Policy available at <https://www.larsson.pl/polityka-prywatnosci.html>.

Gdańsk, 2020-01-01

**Attachments:**

1. Registration regulations in Larsson Polska sp.z o.o.
2. Trade credit regulations in Larsson Polska sp.z o.o.

## Attachment no 1

### Registration regulations in Larsson Polska sp.z o.o.

1. A wholesale customer of Larsson Polska may be a company operating in the motorcycle industry, i.e. a store, showroom, workshop, motorcycle service, tuning company or tire service provider. Larsson Polska verifies all activities before registration and reserves the right not to grant wholesale discounts. Each application is treated individually and considered within 3 business days.
2. A company wishing to become a wholesale recipient of Larsson Polska must have an entry in the CEiDG or KRS for activities related to motorcycles, ie PKD 45.40.Z. This is a prerequisite for starting the registration procedure.
3. The company is notified as a wholesale recipient by completing the online form on our website [www.larsson.pl](http://www.larsson.pl) (section "współpraca"). Full registration of the company takes place after successful verification by an employee of Larsson Polska.
4. The Larsson Polska General Terms of Cooperation shall apply to every wholesale recipient.
5. After registering your company as a wholesale recipient of Larsson Polska, a starter pack with a unique customer number will be sent to your business address. Customer number should be used both on the website [www.larsson.pl](http://www.larsson.pl) as well when contacting the Customer Service.
6. A customer data form (the so-called "yellow card") will be sent together with the starter pack. The form should be completed and sent back. Until Larsson Polska receives the "yellow card", packages will be sent as parcel with cash on delivery.
7. A minimum annual turnover threshold is set, which for all wholesale customers is PLN 5,000.00 (five thousand zlotys) net (for the preceding calendar year). For companies that have registered in the first half of a given accounting year (from January 1 to June 30), the turnover plan necessary for implementation is reduced to PLN 3,000.00 (three thousand zlotys) net. Companies registering in the second half of the accounting year are exempted from implementing the turnover plan in the year of registration. In the event of failure to execute the trading plan, the rebate's rebates will be withdrawn in the first days of the following year. The contractor will be notified by e-mail.

## Attachment no 2

### Trade credit regulations in Larsson Polska sp. z o.o.

Larsson Polska Sp. z o.o. with its registered office in Gdańsk at ul. Narwicka 21 offers a trade credit for the purchase of goods from its current commercial offer under the conditions described below.

#### DEFINITIONS

1. **Seller** - Larsson Polska Sp. z o.o.
2. **Purchaser** - a business entity registered in the contractors database of Larsson Polska Sp. z o.o. and having the client number;
3. **Trade credit** - non-bank business financing form; also called a trade or commodity loan (open account), granted by the Seller to the Purchaser in the form of a deferred payment or payment in installments.
4. **Standard payment date** - 14-day payment deadline, or other, individually agreed for a given Purchaser, not causing the Seller to charge any additional fees.
5. **Fee for deferred payment / for payment in installments** - interest due to the Seller for granting a trade credit under the conditions set out in these Regulations
6. **Order** – An offer, submitted by the Purchaser, to buy goods from the Seller with the option of using a trade credit.

#### §1

The offer is addressed to business entities registered in the Larsson Polska sp.z o.o. and having a customer number, hereinafter referred to as the Purchaser.

#### §2

When placing an order, the Purchaser has the right, with the exception of Purchasers who are behind with payment for invoices, to use a trade credit under the conditions described in these Regulations, i.e. they have the option of:

- a) longer than the standard payment date among the following options: 30 days; 45 days; 60 days and 90 days. **In this case, the order is not limited by the minimum order value,**
- b) payments in installments, 6 or 12 equal monthly installments to choose from. **In this case, the minimum order value should be 2,000 PLN net, and the order will be completed only in full,**
- c) payments in a special installment system for selected goods or groups of goods. In this case, Larsson Polska will notify the Buyer in a special message which goods or groups of goods are credited in a special installment system (e.g. for 2, 3 or 4 years).

#### §3

For using this offer, i.e. for granting a trade credit, the Seller will charge the Purchaser a fee for deferment of payment (or for payment in installments) in the amount determined when placing the order and representing 7% of the value of the order.

#### §4

The calculated fee will be specified on the VAT invoice delivered to the Purchaser with the description "Payment for deferred payment" or "Payment in installments". The fee is subject to VAT at a 23% rate

## §5

Calculation of the fee for deferment of payment or payment in installments takes place after the release of the ordered goods at the time of issuing the invoice documenting the transaction.

In the event of deferred payment, when delivery of part of the ordered goods will be possible only at a later date, the fee for deferred payment in the part relating to these items will be charged in the invoice documenting the sale of these goods. The above means that if the order is divided into parts and completed on different dates, the deferred payment fee will be added to each invoice documenting the order in proportion to the value of the goods delivered. In the installment system, order splitting is not possible.

## §6

Bought items can be returned on the terms described in the General Terms of Cooperation.

## §7

In case of partial or total return of goods, the charged and paid fee for deferment of payment / for payment in installments is not refundable.

## §8

The rule described in §7 does not apply to the case of a refund, before the payment deadline specified on the invoice or in the repayment schedule; the proportional part of the calculated fee will then be corrected and returned to the Purchaser, assuming that it was not possible to exchange the goods for goods without defects.

## §9

The Purchaser undertakes to pay for the invoice documenting the ordered and delivered goods within the period specified on the invoice or according to the repayment schedule attached to the invoice.

## §10

In the absence of payment by the deadline set out on the invoice or repayment schedule, the Seller will charge statutory interest for delay in commercial transactions. In the absence of repayment of four installments specified in the repayment schedule, whose maturity has expired, the remaining amount due from the invoice becomes immediately due.

## §11

Lack of payment for invoices results in suspension of orders with deferred payment and in installments, i.e. suspension of the Purchaser's credit granting. Until the date of settling the outstanding payments for invoices, the Buyer will be able to purchase goods only by paying cash on delivery (the shipments will be sent as "parcel with cash on delivery").

## §12

Earlier (early) payment of the invoice does not affect the amount of accrued payment for deferment of payment or payment in installments.

## §13

The Seller reserves the right to limit the total amount of trade credit to the amount of 30% of the Purchaser's purchases from the Seller, calculated for the previous calendar year. In individual cases, this amount may be increased after the Seller has analyzed the specific situation of the Purchaser. The decision in such cases is made within 24 hours from the Purchaser's notification of a desire to increase the above amounts by phone (phone no. 58/341 0 900).



The Purchaser, placing an order with a deferred payment date or with an installment payment system, other than via the online store, automatically accepts the terms of these Regulations.