**General Terms & Conditions of the wholesale at Pro-Sport s.c.**

 **§1 – General**

1. The Owner of the system (B2B platform) is::
Pro-Sport s.c. Małgorzata Majdaniec, Mikołaj Filarski (hereinafter: Pro-Sport s.c.)
Address: Południowa 33a, 71-001 Szczecin, Poland
Office and Warehouse address: Południowa 33a, 71-001 Szczecin, Poland
EU VAT no.: PL 8522403818
IBAN (EUR): PL 94 1500 1113 1211 1004 3324 0000 at Santander Bank Polska S.A.
SWIFT/BIC: WBKPPLPP

**§2 – Registration**

1. Internet wholesale system (B2B platform) is available only for the business entities registered in our ERP database.
The company can register by filling in New customer registration form at swansonb2b.com.pl (LOGIN tab). All the information has to be filled in as requested by the system.

2. Once the registration is finished, you will be provided with an automated email confirming filling in the New customer registration form. After verifying by us the provided information, you will be provided with another email containing your login details.

3. Pro-Sport s.c. reserves the right to do deny access to B2B platform to existing and willing to register customers.

4. In order to be able to operate the B2B platform a device with access to internet is needed as well as internet browser supporting JavaScript and cookies.

**§3 – Placing orders**

1. B2B platform accepts orders 24/7 365 days a year excluding time needed for system updates, and maintenance.

2. Orders are being proceeded „First In – First Out”. Approximate order’s fulfilment time is 24-48 hours unless it is a delivery day or unexpected situation occurs.

4. Only registered business entities are entitled to purchase via B2B platform.

5. Pro -Sport s.c.’s wholesale system does not support individual sale (private person sale).

6. Prices shown in the system reflect the individual discount assigned to a certain Customer (Discount / Price after discount). If the discount has not been assigned individually, it will be automatically applied in your shopping cart in accordance with a below discount policy (Gross total value):
> $5.000 - 5% discount
> $10.000 - 7% discount
> $15.000 - 8% discount
> $20.000 - 9% discount
> $25.000 - 10% discount

7. Prices are given in USD per single product.

8. You can keep on adding products to your cart as you prepare your order – cart’s content is being stored. Please place your order („Finalize” button) once you make sure you have added all the desired products to your cart. Please avoid placing orders every time a product is being added to your cart as this makes fulfilling your orders much more complicated. Every order is being treated individually no matter how soon after each other they were placed.
Adding a product to your cart does not indicate it is now being reserved for you in our system.

9. Please contact us at tomek@swansoneurope.eu in case of any questions regarding status of your order.

**§4 - Minimum order and shipping**

1. Pro-Sport s.c. fulfils all the orders no matter the quantity.

2. The delivery dates of the products which are currently out of stock are presented on the B2B Platform in accordance with the information received from the manufacturer. Those dates may change due to unexpected situations beyond Pro-Sport s.c.’s control. Customer has a possibility to set an alert of a product’s availability by clicking an envelope icon in the Quantity column next to the desired product which is currently out of stock. You will be notified via email once the product arrives in our warehouse.

3. Pro-Sport s.c. is not reserving products which are out of stock, hence not available on the B2B Platform.

4. Pro-Sport s.c. does not guarantee that Customer’s order will be fulfilled 100%. Should Customer receive an order with a lower quantities than originally order, the missing products will not be sent separately, they do not transfer to the next order nor become reserved for the Customer. Only the delivered products are shown on the invoice.

5. International orders are shipped via UPS.

6. Customer’s order is delivered to the address given by the ordering party.

7. The delivery cost is calculated individually once customer’s order is ready and number of parcels to be shipped is known. Shipping cost is then added to the invoice.

8. The Customer receives delivery status updates via email directly from the UPS.

9. Estimated delivery time within the EU is approximately 2-4 working days depending on the destination country.

10. Pro-Sport s.c. does not guarantee the delivery time given by UPS.

11. We do our utmost in order to secure the products for the time of delivery. However, we strongly encourage to check the received parcel with the UPS delivery present. Should there be any damages to the products please prepare a damage report and contact us at tomek@swansoneurope.eu. (more: §7 Returns & Complaints).

**§5 – Delivery time**

1. These Terms & Conditions apply only for the shipments within the EU. Shipments outside the EU are possible, however require indvidual arrangements.

2. parcels are shipped Monday through Friday (only working days) between 8:00 - 15:00.

3. Pro-Sport s.c. is not responsible for any delays caused by force majeure or other unexpected circumstances beyond Pro-Sport s.c.’s control.

**§6 - Payment**

1. Customer’s first 3 orders need to be prepaid. Orders will be shipped once the payment is received on Pro-Sport s.c.’s bank account.

2. After first 3 prepaid orders a Customer will be granted invoices with a 14-day payment period. The day of money being received on Pro-Sport s.c.’s bank account is acknowledged as the payment date.

3. Product’s prices are expressed in USD per item.

4. Customer can choose between EUR end USD as a currency used to issue and settle invoices.

5. Pro-Sport s.c. reserves a right to reject fulfilment of the Customer’s order in case of non-settlement of due payments.

**§7 – Returns & Complaints**

1. All complaints regarding received quantities and eventual damages in transportation will be considered by Pro-Sport s.c. only when forwarded to tomek@swansoneurope.eu within 7 working days from reception of the order.

2. Product’s quality complaints shall be considered prior to the product’s expiration date and forwarded to tomek@swansoneurope.eu.

3. Forwarding a properly filled in Complaint Report to tomek@swansoneurope.eu is a necessary condition in order for Pro-Sport s.c. to consider the complaint. Please contact us at tomek@swansoneurope.eu to request Complaint Report template.

4. Pro-Sport s.c. does not accept returns of the purchased products. This includes returns:

- due to expiration date (it is clearly stated at the time of ordering products)

- products ordered by mistake

- from a closing down businesses.

5. Pro-Sport s.c. reserves a right to consider filed complaints within 14 days from the date it has been received.

**§8 – Expiration dates**

1. Product’s expiration date is visible on the B2B Platform in 2 places:

a) in the EXPIRATION DATE column next to specific product

b) in the specific product’s file

2. Please be informed that you may receive in one parcel the same product with different expiration dates, however any of those dates will not be shorter than one stated upon placing your order.

**§9 – Personal Data**

1. Pro-Sport s.c. located at Południowa 33a, 71-001 Szczecin, Poland is a controller of your personal data.

2. Customer’s personal data is stored for the purpose of:

a) performance of a contract (placing and fulfilling an order, shipping, settlement, B2B Platform technical support, supporting return and complaints, direct contact with a Customer) – basis General Data Protection Regulation (GDPR) Art. 6 Sect. 1 Point b,

b) legitimate interests pursued by the controller or by a third party (settlement of company’s activity, archiving documents, court proceedings, debt collection) – GDPR Art. 6 Sect. 1 point f,

c) fulfilling terms the Customer has given consent to (for instance sending email offers by Pro-Sport s.c.) – GDPR Art. 6 Sect. 1 point a.

4. Customer’s personal data may be shared with third parties cooperating with the Administrator such as: IT providers, hosting providers, transportation companies, banking systems, on the basis of agreements of sharing personal data in accordance with personal data protection law regulations.

5. Customer’s personal data is stored:

a) personal data acquired during the process of registration of a new Customer shall be processed for the purpose of fulfilling sale agreement and after withdrawing from the B2B Platform for the period of 5 years due to expiration of warranty periods, expiration of the archiving period, expiration of the periods of the specific regulations applied to Administrator, such as fiscal regulations,

b) until withdrawal of the Customer’s consent (for example consent to receive offers from Pro-Sport s.c. via email).

6. The Customer has a right to access his personal data, update it’s content, deleting or moving the data as per GDPR regulations.

7. Customers have the right to withdraw their consent at any time without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal..

8. Customers have the right to lodge a complaint with the supervisory body - the President of the Office for Personal Data Protection.

9. Providing personal data by customers is a condition for concluding a sales contract. Customers are required to provide them, and the consequence of not providing personal data is the inability to perform the sales contract.

10. The data provided by customers will not be processed in an automated manner, including in the form of profiling.

11. The IP address, i.e. the number assigned to the user's computer when connected to the Internet, enables communication between the computer and the server. IP addresses of users visiting the B2B Platform are registered in order to ensure the security of the IT system and for diagnostic purposes. This information can also be used in aggregate form to analyse internet trends and evaluate the operation of the website.

12. Cookies are placed by the b2b platform on the User's device during each visit to the platform, it allows to remember the User's device and serves several purposes (individual Customer settings on the Platform, improving the operation, functionality and performance of the platform).

13. Despite the fact that most web browsers automatically allow cookies to be placed on the computer, the User may refuse to do so by making appropriate changes to the browser settings. The user may also delete cookies from his device at any time. In this case, please note that by not agreeing to the placement of cookies, you will not be able to fully use all the features of the B2B Platform.

14. Additional information on managing cookies can be found in the Help file in the web browser menu.

**§11 - Other**

1. Information about products included in the Pro-Sport s.c.’s wholesale system (in particular their descriptions and prices) do not constitute an offer within the meaning of the Civil Code. By placing an order using the mechanisms available in the wholesale system, the Customer submits an offer to buy specific products under the conditions specified in the product description. Immediately after receiving the order via the B2B Platform, the Customer is sent electronically to the e-mail address provided by him and saved in the ERP system, a declaration of acceptance of the order, which is also its confirmation. As soon as the customer receives the message, a sales contract is concluded.

The message summarizing and confirming the order contains all the previously agreed terms of the sales contract, in particular the quantity and name of the ordered product, the total price to be paid with delivery costs and the amount of discounts granted (if applicable).

2. The login and password to the Platform are intended only for the business entity that received them. It is forbidden to provide the login and password to the Pro-Sport s.c.’s B2B Platform to third parties.

3. Making a purchase from Pro-Sport s.c. regardless of the manner in which the order was placed, is tantamount to accepting these Regulations. The current Wholesale Regulations may be sent at the Customer's request to the e-mail address provided by him.

4. These Regulations are valid from May 1, 2020.