

I. GENERAL PROVISIONS

1. ADEGIS Spółka z ograniczoną odpowiedzialnością – Spółka komandytowa with its registered office in Wodzisław Śląski entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number: 0000538610, (hereinafter referred to as “ADEGIS”) is a professional entrepreneur operating in the field of diagnostics, repairs and sale of industrial automation components.
2. These Terms and Conditions of Sales, Services and Adegis.com (hereinafter referred to as “Terms and Conditions”) set out the terms and conditions of cooperation between the parties concerning the sale of products and provision of services by ADEGIS to the Customer, who is an Entrepreneur within the meaning of Article 431 of the Civil Code, according to which an Entrepreneur shall be understood as a natural person, a legal person or an organisational unit without legal personality, performing a legal transaction directly related to the business or professional activity conducted in their own name, as well as the terms and conditions of Adegis.com. These Terms and Conditions specify, in particular, the following:
- a. the sale of new or refurbished products,
 - b. the sale of products through the ADEGIS part-exchange service offered,
 - c. provision of maintenance services to the Customer,
 - d. provision of other services to the Customer.
3. The information provided on Adegis.com does not constitute a proposal within the meaning of the Civil Code but only an invitation to place orders.
4. If any provisions of these Terms and Conditions are invalid or ineffective, the remaining provisions shall remain in force.
5. By placing an order, the Customer acknowledges that these Terms and Conditions shall constitute an integral part of a contract concluded with ADEGIS and, to this extent, the Parties exclude the application of any General Terms and Conditions of Sales or Services of the Customer.

II. TECHNICAL REQUIREMENTS

1. Adegis.com requires the Customer to procure a device enabling access to the Internet together with software – an Internet browser – on their own.
2. Notwithstanding the requirements set out in Clause 1 above, the use of Adegis.com requires the Customer to procure access to the Internet via any telecommunications connection on their own.

III. SALES

1. Sales are made by mail order with delivery by post or courier service. Delivery to the Customer takes place according to INCOTERMS CPT.
2. The Customer submits a request to ADEGIS regarding the product of interest. In response to the request, ADEGIS provides the Customer with a proposal indicating, among other things:
- a. the type of product, indicating whether it is new, refurbished or part of the ADEGIS part-exchange service,
 - b. purchase price,
 - c. order lead time,
 - d. delivery time and cost,
 - e. proposal expiry date.
- In the order, the Customer is obliged to specify: their details, i.e. name, surname, company name, address, tax ID number (NIP), business registration number (REGON) or KRS number, and indicate the subject of the order in connection with the proposal received.
3. In the case of the part-exchange service, the damaged component must be returned by the Customer to ADEGIS within 10 (ten) business days from the order date. The damaged component must be repairable, which is subject to final assessment by ADEGIS. Otherwise, ADEGIS shall treat such an order as a sales order and charge an amount which is the difference between the value of the device from the part-exchange service and the value of the refurbished device. ADEGIS shall confirm the acceptance of the order for processing. In the case of the part-exchange service, ADEGIS is not obliged to transfer the software from the Customer’s device to the purchased device.
4. The placing of an order by the Customer constitutes the conclusion of a sales contract between the parties on the terms and conditions set out in the proposal and these Terms and Conditions, which shall constitute an integral part of such contract. The proposal may only be accepted without reservations.
5. The order lead time shall be calculated from the date of order confirmation by ADEGIS. The order lead time specified in the proposal shall be extended in the event of circumstances beyond the control of ADEGIS by the duration of such circumstances.
6. Payment for the goods shall be made in full, without deduction, counterclaim or retention of any part and in the currency provided in ADEGIS’ proposal.
7. In the event the proposal is provided in a foreign currency, the invoice value shall be converted into PLN at the average exchange rate for the relevant foreign currency given by the National Bank of Poland on the business day preceding the invoice date.

8. When a specialised carrier delivers goods, the Customer is obliged to check the condition of the parcel and its contents. If the Customer discovers quantitative shortages or transport damage, they must enter appropriate reservations in the waybill under pain of losing their rights in this respect.
9. The Customer may not withdraw from the contract or in any way evade its execution in the event of an erroneous order. In the event of a sale, the return of goods is only possible with the prior written consent of ADEGIS. Goods shall be returned unused and in their original packaging. If the goods are returned, the Customer shall pay a handling fee of 15% and the cost of retesting the device by ADEGIS, which depends on the value of the order and is as follows:

Purchase value in EUR	Retesting cost in EUR
<500	125
500-1,000	200
1,000-2,000	250
2,000-3,000	350
3,000<	400

If the Customer sends the goods back without prior consent from ADEGIS, this does not release the Customer from the obligation to pay for the goods in accordance with the contract.

10. ADEGIS may withdraw from the contract if the goods previously offered have been withdrawn by the ADEGIS Supplier or if the goods offered prove to be defective before shipment to the Customer.
11. All devices sold by ADEGIS are covered by a 24-month (twenty-four-month) warranty; any change of this term is only possible by individual agreement. The warranty period shall start from the date of delivery of the goods to the Customer. At the same time, the Parties exclude the application of Article 581 of the Civil Code. The liability of ADEGIS under warranty refers to the obligation to repair or replace the goods, whereby the choice in this respect shall rest with ADEGIS. During the warranty period, the Customer shall not be entitled to carry out any repairs, alterations or modifications to the goods sold, either on their own or by third parties, under pain of losing the rights under warranty.
12. In order to exercise the rights under warranty, the Customer shall notify ADEGIS of the discovery of a defect in a written warranty claim sent to the address of ADEGIS’ registered office or by e-mail to biuro@adegis.com within 7 (seven) days of the discovery of the defect, indicating: the type of goods to which the defect relates, the invoice number, the type of system in which the product was installed, the defect and the circumstances in which it occurred. The Customer is obliged to send the defective goods to ADEGIS. The goods should be complete and in original packaging, protecting them from damage. The Customer shall bear the risk of damage to the goods during transport in case of missing or inadequate packaging.
13. Once ADEGIS has been notified of the defect and received the defective goods, ADEGIS shall process the warranty claim within 21 (twenty-one) days of receipt of the goods unless an appraisal is necessary. Then the warranty claim shall be processed within a maximum of 30 (thirty) days of receipt of the goods. If a defect covered by warranty liability is found to exist, ADEGIS shall decide to either repair the goods at its own expense or replace the goods with working goods or issue an adjustment invoice with simultaneous retention of the defective goods and refund of the price paid by the Customer. The decision in this respect shall be made solely by ADEGIS. In the event that the warranty claim is not accepted, ADEGIS shall send the goods back to the Customer at the Customer’s expense and charge the Customer the cost of appraisal, materials, transport, for instance.
14. The warranty does not cover:
- a. mechanical damage and defects caused by them,
 - b. damage resulting from incorrect operation, maintenance, assembly, installation, securing during transport,
 - c. damage resulting from failure to observe common operating rules and any other damage caused by the fault or ignorance of the user,
 - d. interoperability problems between the products and third-party equipment and software,
 - e. effects of external factors, e.g. chemical or electrical factors (e.g. surges, strong magnetic or electromagnetic fields) or other circumstances beyond the control of ADEGIS.
15. Consumables (batteries, accumulators, etc.) subject to natural wear and tear due to use are not covered by the warranty.
16. The Customer forfeits warranty rights in the event of:
- a. attempts to carry out repairs or alterations independently, whether by themselves or with the assistance of third parties,
 - b. warranty seal or other security measures used by ADEGIS being damaged,
 - c. failure to comply with the time limit for notification of defects set out in Clause 9, and other conditions set out therein.
17. The parties exclude liability based on statutory warranty.
18. ADEGIS shall not be liable under any circumstances for any loss of profit, loss of contacts, increase in costs, loss of revenue, loss of use, loss of data, or any potential or indirect damage to the Customer.
19. The submission of a warranty claim shall not entitle the Customer to withhold payment for the goods delivered.

IV. REPAIR

1. The Customer submits the request concerning the repair of the device in writing, which may be sent by post or e-mail to biuro@adegis.com. In the request, the Customer is obliged to specify: their details, i.e. company, address, NIP, REGON number, KRS number, type of goods, indicating detailed parameters and description of its purpose, description of noticed irregularities in the operation of the device. The Customer is also obliged to send ADEGIS the device which is to be repaired.
2. Each repair of a Customer's device is prepared on the basis of a free appraisal.
3. After the appraisal, ADEGIS sends the Customer a proposal for the repair of the device, indicating the price of the service and the expected time of repair and delivery of the device to the Customer (this time depends on the availability of components), delivery costs. The Customer orders the repair of the device in writing. Ordering the repair of the device means concluding a contract for specified service between the parties on the terms specified in the proposal and in these Terms and Conditions, which shall constitute an integral part of such contract. The proposal may only be accepted without reservations. The proposal is binding for 7 (seven) days. The delivery of the device by ADEGIS takes place according to INCOTERMS CPT.
4. If the Customer does not place an order within the proposal period, the Customer shall inform ADEGIS by e-mail to biuro@adegis.com within the next 12 (twelve) months whether the device is to be sent back to the Customer free of charge. After the expiry of this period, the device shall be deemed to have been abandoned by the Customer under Article 180 of the Civil Code, which shall entitle ADEGIS to dispose of the device. The Customer shall have no claims against ADEGIS on this account.
5. If, due to extraordinary circumstances that could not have been foreseen at the time of the appraisal, it turns out that repair is not possible for reasons specific to the device, ADEGIS shall inform the Customer about it without delay. The Customer shall inform ADEGIS by e-mail to biuro@adegis.com within the next 30 (thirty) calendar days whether the device is to be sent back to the Customer free of charge. The provisions in sentences 2 and 3 of Clause 4 above shall apply accordingly.
6. Payment for the repair shall be made in full, without deduction, counterclaim or retention of any part and in the currency provided in ADEGIS' proposal within 14 (fourteen) days of the invoice date.
7. In the event the proposal is provided in a foreign currency, the invoice value shall be converted into PLN at the average exchange rate for the relevant foreign currency given by the National Bank of Poland on the business day preceding the invoice date.
8. When a specialised carrier delivers goods, the Customer is obliged to check the condition of the parcel and its contents. If the Customer discovers quantitative shortages or transport damage, they must enter appropriate reservations in the waybill under pain of losing their rights in this respect.
9. The Customer may not withdraw from the contract or in any way evade its execution in the event of an erroneous order.
10. ADEGIS provides a 24-month (twenty-four-month) warranty for the entire device; any change of this term is only possible by individual written agreement. The warranty period shall start from the date of delivery of the repaired device to the Customer. At the same time, the Parties exclude the application of Article 581 of the Civil Code. The liability of ADEGIS under warranty shall be limited to the repair. The provisions of Clauses 3–5 shall apply accordingly.
11. In order to exercise the rights under warranty, the Customer shall notify ADEGIS of the discovery of the defect in a written warranty claim within 5 (five) days of the discovery of the defect, indicating: the type of device to which the defect relates, the invoice number, the defect and the circumstances under which the defect occurred. The Customer is obliged to send the defective device to ADEGIS within 7 days from the date of written notification. If a defect covered by warranty liability is found to exist, ADEGIS shall decide to either carry out the repair at its own expense or issue an adjustment invoice and refund the price paid by the Customer. The decision in this respect shall be made solely by ADEGIS. In the event that the warranty claim is not accepted, ADEGIS shall send the goods back to the Customer at the Customer's expense and charge the Customer the cost of appraisal, materials, transport, for instance.
12. Once ADEGIS has been notified of the defect and received the defective device, ADEGIS shall process the warranty claim within 21 days of receipt of the device unless an appraisal is necessary. If a defect covered by warranty liability is found to exist, ADEGIS shall decide to either carry out the repair at its own expense. In the event that the warranty claim is not accepted, ADEGIS shall send the goods back to the Customer at the Customer's expense and charge the Customer the cost of appraisal, materials, transport, for instance.
13. The warranty does not cover:
 - a. mechanical damage and defects caused by them,
 - b. damage resulting from incorrect operation, maintenance, assembly, installation of the device,
 - c. damage resulting from failure to observe common operating rules and any other damage caused by the fault or ignorance of the user,
 - d. interoperability problems with third-party equipment and software,
 - e. effects of external factors, e.g. chemical or electrical factors (e.g. surges, strong magnetic or electromagnetic fields) or other circumstances beyond the control of ADEGIS.
14. Consumables (batteries, accumulators, etc.) subject to natural wear and tear due to use are not covered by the warranty.
15. The Customer forfeits warranty rights in the event of:
 - a. attempts to carry out repairs or alterations independently, whether by themselves or by third parties,
 - b. warranty seal or other security measures used by ADEGIS being damaged.
16. The parties exclude liability based on statutory warranty.

17. ADEGIS shall not be liable under any circumstances for any loss of profit, loss of contacts, increase in costs, loss of revenue, loss of use, loss of data, or any potential or indirect damage to the Customer.

18. ADEGIS shall not be liable for loss of device parameters during repair or data stored on data carriers (SD cards, HDDs, etc.).

19. The submission of a warranty claim shall not entitle the Customer to withhold payment for the original repair.

V. OTHER SERVICES

1. ADEGIS provides other types of services to Customers, such as training services, implementation services, on-site servicing, etc.
2. The Customer shall submit a request for proposal to ADEGIS, which can be sent by post or e-mail to biuro@adegis.com. In the request for proposal, the Customer is obliged to specify their details, i.e. company, address, NIP, REGON number, KRS number, and the subject of the service covered by the request, specifying all the known data pertaining thereto. In response to the request, ADEGIS shall send a proposal to the Customer containing the price for the execution of the service and other essential elements thereof, in particular the scope, date and place of providing services. The proposal shall be binding for the parties for 7 (seven) days from its delivery to the Customer.
3. The contract for services is concluded upon the Customer's acceptance of the proposal, which may take place by post or e-mail to biuro@adegis.com. The proposal may only be accepted without reservations.
4. Payment for the service shall be made in full, without deduction, counterclaim or retention of any part and in the currency provided in ADEGIS' proposal within 14 (fourteen) days of the invoice date.
5. In the event the proposal is provided in a foreign currency, the invoice value shall be converted into PLN at the average exchange rate for the relevant foreign currency given by the National Bank of Poland on the business day preceding the invoice date.
6. The parties exclude liability based on statutory warranty.
7. ADEGIS shall not be liable under any circumstances for any loss of profit, loss of contacts, increase in costs, loss of revenue, loss of use, loss of data, or any potential or indirect damage to the Customer.
8. The submission of any claims for improper execution of the service shall not entitle the Customer to withhold payment for the service provided.

VI. NEWSLETTER

1. The Newsletter is a functionality of Adegis.com.
2. The Newsletter serves to improve and facilitate the process of communication between ADEGIS and Customers by automatically sending selected information about products and services offered by ADEGIS to the e-mail address indicated by the Customer during registration.
3. Subscribing to the Newsletter service takes place by completing the form available on Adegis.com and selecting the appropriate consent to receive the content referred to in Clause 2 to the Customer's e-mail address.
4. Unsubscribing from the Newsletter service is possible at any time and requires the use of the unsubscribe option available in each Newsletter sent.

VII. COMPLAINTS REGARDING THE OPERATION OF ADEGIS.COM

1. The Customer may lodge a complaint regarding the functioning of Adegis.com within 7 days from the day on which the event giving rise to the complaint occurred. Complaints can be submitted to e-mail biuro@adegis.com.
2. The complaint should include: the Customer's name and surname, postal address, as well as a detailed description and the reason for the complaint.
3. The complaint shall be processed by ADEGIS within a maximum of 14 days from the effective date of submission. ADEGIS shall immediately notify the Customer submitting the complaint of the manner in which the complaint is handled.

VIII. FINAL PROVISIONS

1. In matters not regulated herein, the applicable legal regulations, including the Civil Code, shall apply.
2. Any disputes relating to the performance of contracts based on these Terms and Conditions shall be settled by the court with jurisdiction over the registered office of ADEGIS.
3. These Terms and Conditions as hereby amended shall enter into effect on 01/01/2023 and shall apply to contracts concluded as of 01/01/2023.