

TERMS AND CONDITIONS OF SALES

CONDUCTED THROUGH THE BMTG ONLINE STORE

Chapter I – General Provisions

§1. Purpose of the Terms and Conditions

BMTG is a manufacturer of professional diamond tools and a supplier of products intended for the construction, roadwork, stoneworking and industrial sectors.

Sales conducted through the online store constitute one of the Company's sales channels and are intended to provide Customers with convenient access to the products offered as well as professional support during the purchasing process and subsequent use.

These Terms and Conditions set out the rules for using the online store, placing orders, concluding sales contracts, making deliveries and payments, exercising rights relating to complaints and withdrawal from contracts, as well as the rights and obligations of the Seller and the Customer.

These Terms and Conditions have been prepared taking into account applicable law and the specific nature of technical product sales, including products manufactured to individual order.

§2. Seller Details

The Seller and owner of the online store is:

Marek Gelbert, conducting business under the name Marek Gelbert “BMTG”

Registered office:

Gąsawy Rządowe 133F
26-502 Jastrząb
Poland

Tax Identification Number (NIP): 799-103-02-23
REGON: 672763358

E-mail:

biuro@bmtg.eu

Telephone:

+48 504 022 022

Website:

sklep.bmtg.eu

Business hours:

Monday–Friday
7:00 a.m.–3:00 p.m. (business days)

§3. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

Seller – Marek Gelbert BMTG.

Store – the online store operated at sklep.bmtg.eu.

Customer – a natural person, legal person or organisational entity having the capacity to enter into contracts.

Consumer – a Customer who is a consumer within the meaning of the Polish Civil Code.

Entrepreneur with Consumer Rights – a natural person conducting business activity who enters into a contract directly related to their business activity, where the content of that contract indicates that it is not of a professional nature for that person.

Entrepreneur – a Customer making a purchase in connection with their business activity.

Product – a movable item offered by the Seller, including a product manufactured by BMTG, a product manufactured by another manufacturer or a product made to individual order.

Custom-Made Product – a product manufactured or modified in accordance with the Customer's individual requirements, in particular regarding dimensions, technical parameters, type of segments, mounting, equipment or other features.

Business Days – Monday to Friday, excluding statutory public holidays.

§4. Scope of Application of the Terms and Conditions

These Terms and Conditions apply to all sales contracts concluded through the BMTG online store.

In matters not regulated by these Terms and Conditions, Polish law shall apply, in particular:

- the Polish Civil Code,
- the Polish Consumer Rights Act,
- the Polish Act on the Provision of Electronic Services,
- Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR),
- other applicable provisions of law.

Sales to Entrepreneurs may also be subject to additional provisions resulting from individual arrangements, commercial offers or General Terms and Conditions of Sale (GTCS), provided that they have been made available to and accepted by the parties.

§5. Nature of the Products Offered

The Store's offer primarily includes professional products intended for technical and industrial applications.

The offer may include in particular:

- tools designed and manufactured by BMTG,
- machinery and equipment from other manufacturers,
- spare parts,
- accessories,
- products manufactured to individual order.

The Seller exercises due care to ensure that product descriptions, photographs and technical data are current and accurate.

Due to continuous product and manufacturing process development, certain elements, such as appearance, colours, markings, manufacturing methods or technical parameters, may change,

provided that such changes do not affect the intended use of the product or impair its functional properties.

Chapter II – Offer and Conclusion of the Sales Contract

§6. Product Information

1. Information provided in the Store, in particular product descriptions, photographs, technical drawings, parameters, catalogue data and prices, is intended to present the Seller's commercial offer and enable the Customer to make an informed product choice.
2. The Seller exercises due care to ensure that all information published in the Store is complete, current and accurate.
3. Product photographs are for illustrative purposes and are intended to present the products offered. Due to developments in manufacturing technology, design changes or differences resulting from the manufacturing process, the actual appearance of a product may differ slightly from that shown in photographs, provided that this does not affect its intended use, functionality or essential functional properties.
4. Technical parameters, dimensions, weight, colours and other data may be subject to changes resulting from improvements in the manufacturing process or changes introduced by the manufacturer.
5. In the case of products manufactured to individual order, the technical information presented in the Store is indicative and may be further specified when agreeing the terms of fulfilment of the order.

§7. Product Availability

1. The Seller makes reasonable efforts to ensure that information concerning product availability is up to date.
2. Products offered in the Store may have the following status:
 - available from stock,
 - available to order,
 - made to individual order,
 - temporarily unavailable.
3. If circumstances arise that make it impossible to fulfil the order in accordance with the information presented in the Store, the Seller shall promptly inform the Customer of the expected fulfilment date or propose another possible solution.
4. The Customer may decide to:
 - maintain the order,
 - modify the order,
 - cancel the order if fulfilment is not possible within a reasonable period.

§8. Placing Orders

1. Orders may be placed through the online Store 24 hours a day, seven days a week.
2. Orders are processed on Business Days.
3. To place an order, the Customer:
 - selects the Products,
 - adds them to the shopping cart,

- provides the information necessary to fulfil the order,
 - selects a delivery method,
 - selects a payment method,
 - confirms that they have read and accepted these Terms and Conditions,
 - places the order.
4. After placing an order, the Customer receives an e-mail confirming receipt of the order.
 5. The Seller may contact the Customer in order to:
 - confirm the information provided,
 - clarify technical parameters,
 - confirm availability,
 - agree details concerning fulfilment of the order,
 - agree transport costs in the case of non-standard products or international shipments.

§9. Conclusion of the Sales Contract

1. After placing an order, the Customer receives an automatic confirmation of its receipt. This confirmation is for information purposes only and does not constitute conclusion of the Sales Contract.
2. The Seller verifies the order with regard to product availability, fulfilment time, delivery terms and – in the case of orders requiring individual arrangements – transport costs or other fulfilment conditions.
3. The Sales Contract is concluded when the Seller sends the Customer an e-mail confirming that the order has been accepted for fulfilment.
4. In the case of products manufactured to individual order, conclusion of the contract may be preceded by agreement on technical parameters, fulfilment time, price or transport costs.
5. If fulfilment of the order requires preparation of an individual quotation or pro forma invoice, the Seller shall provide it to the Customer for acceptance before commencing fulfilment of the order.
6. In the event of an obvious error concerning the price or product description, the Seller shall promptly inform the Customer and present the correct terms of fulfilment. The Customer may then accept the revised terms or cancel the order without incurring any costs.

Chapter III – Payments, Order Fulfilment and Delivery

§10. Payment Methods

1. The Seller provides the following payment methods:
 - a) electronic payment through a payment service provider available in the Store,
 - b) bank transfer,
 - c) payment on the basis of a pro forma invoice,
 - d) other payment methods made available in the Store at the time the order is placed.
2. In the case of payment by bank transfer or on the basis of a pro forma invoice, fulfilment of the order begins after the funds have been credited to the Seller's bank account, unless the parties agree otherwise.
3. Customers with individually agreed commercial terms may be subject to separate payment arrangements resulting from an agreement or separate arrangements.

§11. Order Fulfilment Time

1. The Seller makes reasonable efforts to fulfil orders for products available from stock as quickly as possible.
2. In practice, most orders for products available from stock that are placed and paid for by 12:00 noon on a Business Day are dispatched on the same day.
3. The information referred to in paragraph 2 describes BMTG's organisational standard and does not constitute a guaranteed fulfilment time for every order.
4. Unless otherwise stated for a particular Product, the maximum preparation time for dispatch of products available from stock is up to 3 Business Days.
5. In the case of products manufactured to individual order, products sourced to order or temporarily unavailable products, the fulfilment time is agreed individually and communicated to the Customer before fulfilment of the order begins.
6. If fulfilment of the order is delayed for reasons beyond the Seller's control, the Customer shall be promptly informed of this fact together with the expected fulfilment date.

§12. Delivery

1. Orders are delivered by carriers cooperating with the Seller or may be collected personally from BMTG's premises after prior arrangement of the collection date.
2. Deliveries are currently made primarily by courier companies and logistics operators indicated during the ordering process.
3. The delivery cost is presented to the Customer before the order is placed or – in the case of orders requiring an individual quotation – in the commercial offer or pro forma invoice.
4. In the case of a Consumer, the risk of accidental loss of or damage to the Product passes to the Customer upon delivery of the Product, subject to the cases specified by applicable law, in particular where the carrier has been selected by the Customer and the Seller had no influence over that selection. In the case of sales to Entrepreneurs, the relevant provisions of the Polish Civil Code and the agreed delivery terms shall apply.
5. For orders involving large, heavy or oversized products or products requiring specialised transport, the Seller may propose an individually arranged method of delivery.

§13. International Sales

1. The Seller also delivers orders outside the territory of the Republic of Poland.
2. The availability of particular countries and delivery methods may be limited due to the nature of the Product, applicable regulations or logistical capabilities.
3. In the case of international orders, transport costs, insurance, any customs duties and other delivery-related costs may be agreed individually before conclusion of the Sales Contract.
4. Before commencing fulfilment of the order, the Seller may issue a pro forma invoice covering the full cost of fulfilling the order.
5. If the parties agree to apply **Incoterms®** rules, they shall be specified in the sales documents or commercial offer.

Chapter IV – Withdrawal from the Contract

§14. Right of Withdrawal

1. A Customer who is a Consumer or an Entrepreneur with Consumer Rights has the right to withdraw from a distance Sales Contract without giving any reason within **14 days** from the date on which the Customer or a third party indicated by the Customer, other than the carrier, takes possession of the Product.
2. To exercise the right of withdrawal, the Customer should submit an unequivocal statement of withdrawal to the Seller. The statement may be submitted:
 - electronically to the Seller's e-mail address,
 - in writing to the Seller's registered office address,
 - using the **model withdrawal form** made available on the Store's website; use of the form is not mandatory.
3. To meet the withdrawal deadline, it is sufficient for the Customer to send the statement before the deadline expires.
4. Following an effective withdrawal, the contract shall be treated as if it had not been concluded, and the parties shall return the benefits received from each other in accordance with applicable law.

§15. Return of the Product and Refund

1. The Customer is obliged to return the Product to the Seller without undue delay and no later than 14 days from the date of withdrawal from the contract.
2. The deadline shall be deemed met if the Product is dispatched before the expiry of the 14-day period.
3. The Product should be appropriately secured for transport to prevent damage during transit.
4. The Customer shall bear only the direct cost of returning the Product, unless the Seller has agreed to bear such costs.
5. The Seller shall refund all payments received from the Customer, including the cost of the least expensive standard delivery method offered by the Store, without undue delay and no later than 14 days from the date on which the Seller receives the statement of withdrawal.
6. The Seller may withhold the refund until the returned Product has been received or until the Customer provides proof that the Product has been sent back, whichever occurs first.
7. The refund shall be made using the same payment method used by the Customer, unless the Customer expressly agrees to another refund method that does not incur any additional costs for the Customer.
8. The Customer shall be liable for any reduction in the value of the Product resulting from handling it beyond what is necessary to establish its nature, characteristics and functioning. In such a case, the Seller is entitled to reduce the amount refunded accordingly.
9. Where there are reasonable doubts as to the completeness of the shipment or whether the returned Product corresponds to the Product supplied to the Customer, the Seller may make photographic or video documentation of the opening of the shipment and inspection of the Product, which may constitute evidence in complaint or court proceedings.

§16. Customer's Liability for Reduction in the Value of the Product

1. The Customer shall be liable for any reduction in the value of the Product resulting from handling it beyond what is necessary to establish the nature, characteristics and functioning of the Product.
2. In the case of diamond tools, the following shall in particular be considered to exceed ordinary inspection of the Product:
 3. commencing drilling or cutting,
 4. mounting the Product on a machine and using it during work,
 5. modifying the Product.
6. Where a reduction in the value of the Product is identified, the Seller has the right to reduce the amount refunded accordingly, in accordance with applicable law.

§17. Exceptions to the Right of Withdrawal

1. The right of withdrawal does not apply in the cases specified by applicable law, in particular to contracts concerning:
 - a) Products manufactured according to the Customer's specifications or clearly customised to meet the Customer's individual needs, including, but not limited to, tools with non-standard dimensions, working lengths, mountings, segment configurations or other parameters specified by the Customer;
 - b) other cases provided for by applicable law.
2. Information that a Product is manufactured to individual order shall be provided to the Customer in each case before conclusion of the Sales Contract.

Chapter V – Complaints, Conformity of Goods with the Contract and Warranty

§18. Conformity of Goods with the Contract

1. The Seller is liable for the conformity of the Goods with the Sales Contract to the extent provided for by applicable law.
2. If the Goods do not conform to the Contract, a Customer who is a Consumer or an Entrepreneur with Consumer Rights may exercise the rights provided for under the Polish Consumer Rights Act of 30 May 2014 and the provisions of the Polish Civil Code.
3. The rights of Entrepreneurs who are not Entrepreneurs with Consumer Rights are governed by the provisions of the Polish Civil Code, unless otherwise agreed by the Parties in separate commercial terms.

§19. Making a Complaint

1. A complaint may be submitted:
 - by e-mail to the Seller's e-mail address,
 - in writing to the Seller's registered office address,
 - in another manner agreed with the Seller.

2. To facilitate efficient handling of a complaint, it is recommended that the Customer provide:
 - the order number or proof of purchase,
 - contact details,
 - a description of the identified non-conformity or defect,
 - information concerning the conditions in which the Product was used,
 - photographs showing the reported problem.
3. Failure to provide the information referred to in paragraph 2 does not deprive the Customer of the right to submit a complaint, but may extend the time required to assess it.

§20. Preliminary Technical Assessment

1. Due to the specialised nature of the Products offered, before the Product is sent back, the Seller may carry out a preliminary technical assessment based on information provided by the Customer.
2. As part of the preliminary technical assessment, the Seller may ask the Customer to provide:
 - photographs of the Product,
 - photographs of the damaged area,
 - information about the material in which the work was performed,
 - type of machine,
 - operating parameters,
 - other information necessary to assess the complaint.
3. The purpose of the assessment is to:
 - determine the possible cause of the problem,
 - determine whether the Product needs to be sent to the Seller,
 - reduce the time required to handle the complaint,
 - reduce the costs and risks associated with transport.
4. Conducting a preliminary technical assessment does not restrict the Customer's rights under applicable law.

§21. Sending Goods for Assessment

1. If examination of the Product is necessary for the proper handling of the complaint, the Seller shall inform the Customer that the Product needs to be sent for assessment.
2. The Product should be appropriately secured for transport.
3. If required by the nature of the complaint, the Seller may also request that components used in conjunction with the Product or additional technical documentation be provided.

§22. Time Limit for Handling Complaints

1. The Seller shall respond to complaints submitted by Consumers and Entrepreneurs with Consumer Rights within **14 days of receipt of the complaint**.
2. **If the Seller fails to respond within this period, the complaint shall be deemed accepted to the extent provided for by applicable law.**

3. In the case of complaints submitted by Entrepreneurs who are not Entrepreneurs with Consumer Rights, the time required to handle the complaint shall be determined taking into account the nature of the complaint and the need to carry out any technical assessment.
4. The Seller shall inform the Customer of the outcome of the complaint in a form corresponding to the manner in which it was submitted, unless the Parties agree otherwise.

§23. Warranty

1. Selected Products offered by the Seller may be covered by a quality warranty.
2. The warranty period, scope and conditions are specified in the warranty document supplied with the Product or made available to the Customer before conclusion of the Sales Contract.
3. Use of the warranty is voluntary and does not exclude, restrict or suspend the Customer's statutory rights relating to the Seller's liability for the conformity of the Goods with the Contract.
4. Detailed BMTG Warranty Terms are set out in a separate document available on the Seller's website.

Chapter VI – BMTG Technical Support

§24. Scope of Technical Support

1. As part of its business activities, the Seller provides Customers with access to BMTG Technical Support relating to the Products offered.
2. Technical Support is intended to assist Customers in particular with:
3. selecting appropriate tools for the intended application;
4. selecting appropriate tool operating parameters;
5. selecting diamond segments;
6. assessing whether tools can be regenerated;
7. identifying the causes of problems occurring during use of Products;
8. providing information concerning the proper use of the Products offered.
9. Technical Support is provided on the basis of knowledge, experience and information supplied by the Customer.

§25. Rules for Using Technical Support

1. Technical Support may be provided in particular:
 - by telephone,
 - electronically,
 - through analysis of photographic documentation,
 - using video materials,
 - in another form agreed with the Customer.
2. In order to provide the most appropriate recommendation possible, the Seller may ask the Customer for additional information concerning, in particular:
 - the type of material being processed,
 - machine parameters,
 - the method of performing the work,
 - operating conditions,
 - the history of Product use.

3. Providing complete information by the Customer may have a significant impact on the quality of the advice provided.

§26. Nature of the Information Provided

1. Technical Support provides assistance with the selection and use of Products and is advisory in nature.
2. Recommendations provided by the Seller are based on technical knowledge and information supplied by the Customer.
3. The Seller shall not be liable for the consequences of applying recommendations where the information provided was incomplete, outdated or inconsistent with the actual circumstances, or where the actual operating conditions differed from those presented during the consultation.
4. Provision of Technical Support does not restrict the Customer's rights under applicable law.

Chapter VII – Products Manufactured to Individual Order

§27. Custom Products

1. The Seller also manufactures Products in accordance with the Customer's individual requirements.
2. A Product manufactured to individual order means, in particular, a Product manufactured according to parameters specified by the Customer that differ from the Seller's standard offer.
3. Products manufactured to individual order may include, among others:
 - non-standard diameters,
 - non-standard working lengths,
 - special mountings,
 - individually selected segments,
 - other technological solutions manufactured at the Customer's request.

§28. Fulfilment Conditions

1. The time required to manufacture a Product is agreed individually.
2. The Seller may make commencement of fulfilment of the order conditional upon advance payment or payment of a deposit.
3. Once production has commenced, changing the order parameters may be impossible or may involve additional costs.
4. The Customer is responsible for the accuracy of the dimensions, parameters and other information provided that is necessary to manufacture the Product.

Chapter VIII – Intellectual Property

§29. Copyright

1. All materials published in the Store, in particular:
 - photographs,
 - product descriptions,
 - technical drawings,
 - documentation,

- graphics,
- catalogues,
- training materials,
- trademarks,

remain the property of the Seller or of entities that have granted the Seller appropriate rights to use them.

2. Copying, distributing or using the materials referred to in paragraph 1 without the Seller's prior consent is prohibited, except in cases permitted by applicable law.

Chapter IX – Personal Data

§30. Protection of Personal Data

1. The Seller is the controller of personal data.
2. Personal data is processed in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).
3. Detailed information concerning the processing of personal data, the rights of data subjects and the use of cookies is set out in a separate **Privacy Policy** available on the Store's website.

Chapter X – Final Provisions

§31. Amendments to the Terms and Conditions

1. The Seller reserves the right to amend these Terms and Conditions for valid reasons, in particular in the event of:
2. changes in applicable law,
3. expansion or modification of the Store's functionality,
4. changes to payment or delivery methods,
5. organisational changes affecting the manner in which Sales Contracts are performed.
6. Sales Contracts concluded before amendments enter into force shall be governed by the Terms and Conditions in force at the time the Contract was concluded.

§32. Dispute Resolution

1. Consumers may use out-of-court methods of complaint handling and pursuing claims in accordance with applicable law.
2. In disputes with Customers who are Entrepreneurs, the court having territorial jurisdiction over the Seller's registered office shall have jurisdiction, unless applicable law provides otherwise.

§33. Entry into Force of the Terms and Conditions

1. These Terms and Conditions enter into force on the date of their publication on the Store's website.
2. These Terms and Conditions are made available free of charge in a manner that enables them to be downloaded, saved and printed.