


PENT.

LUXURY FITNESS EQUIPMENT



General Terms and Conditions of Sales PENT

General provisions

1. GTC shall constitute general terms and conditions in the meaning presented according to article 384 et seq of statute from 23th of April 1964 civil code and apply in all matters concerning PENT. GTC shall constitute an integral part of Agreements and binds Parties, unless Parties explicitly declare otherwise. All amendments, additional agreements, suspensions require mutual consent of Parties, expressed in writing.
2. GTC shall apply in any form of Agreement concluded by and between Parties and shall not be excluded from appliance, limited or overruled after placing of order by Purchaser or offer acceptance by Purchaser, in particular by unilateral declaration of Purchaser or in accordance with provisions of general terms and conditions existing in Purchaser.
3. Settlements between PENT and Purchaser, agreed and confirmed in written or documental (e-mail) form, supersedes provisions of this GTC in scope covering settlements different than those established in this GTC.
4. GTC are publicly accessible for Purchaser through PENT's website: <https://www.pentfitness.com/>.
5. PENT within delivery of an offer or in response to Purchaser's order or within first possible contact with Purchaser will forward to Purchaser GTC in order to familiarize Purchaser with rights and obligations resting on Purchaser due to Agreement execution with PENT.

Definitions

1. PENT's price list – prices set unilaterally defined by PENT, binding in determined by PENT period, corresponding to Subject matter, its types, spare parts, component parts, additional services, accessible for Purchaser through website: <https://www.pentfitness.com/>.
2. Warranty – quality warranty for Subject matter, constituting contractual obligation of PENT (Warrantor) to bear accountability for Defects occurred in Subject matter, expressed by way of actions taken in subject of Defect's removal, if it is occurred within Warranty period.
3. Consumer – natural person performing act in law (Agreement conclusion) with PENT, which is not directly connected with running business or with professional activity, to who provisions regulating rights and obligations of consumers concluding agreements apply, in particular statute from 30th May 2014 consumers rights.
4. Purchaser – natural person, organizational unit or legal person performing act of purchasing Subject matter from PENT by Agreement.
5. GTC - General Terms and Conditions of Sales PENT.

6. PENT – Pent sp. z o.o. with its registered office in Bielsko-Biała (43-300), Podwale 45 street, registry files kept in District Court in Bielsko-Biała, VIII Commercial Division of National Registry Court, KRS number: 812377, NIP (Tax ID): 5472215727, share capital 10.000,00 zł.
7. Subject matter - furnishing of rooms, including fitness equipment, in accordance with the current PENT offer.
8. Force majeure – exterior, accidental or natural (nature) event, unavoidable or foreseeable, especially catastrophic events, actions of nature and extraordinary events in the form of disturbances in collective life, such as war, national riots, epidemiological threats, epidemics, quarantines or in the form of private disturbances related to the provision of uninterrupted supplies of the Subject matter, such as power outages and other operational factors, interruptions in the supply of the Internet or digital connections if, without their inflow, the production equipment is unable to function properly, interruptions in the supply of materials and components of Subject matter arose for reasons beyond the control of PENT.
9. Parties – PENT and Purchaser concluding Agreement.
10. Agreement – mutual contractual relation between Parties arose due to accepted by Purchaser offer, placing by Purchaser an order or due to singular sales or orders performed in relation to separate long-term cooperation agreement of Parties, in subject of Subject matter supply.
11. Defect – physical defect occurred in Subject matter, for reasons inherent to Subject matter, as a result of which Subject matter's usefulness is diminished, taking into account its purpose as defined in Agreement or other arrangement or following from the circumstances or Subject matter's intended use, and where Subject matter loses properties guaranteed by PENT to Purchaser.

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Subject matter purchase

1. Subject matter shall be considered as purchased by way of accepted by PENT the Purchaser's order or by way of accepted by Purchaser the PENT's offer.
2. Parties correspondence in subject of Agreement conclusion shall be provided through direct communication means in the form of email correspondence.
3. Purchaser shall direct all inquiries and orders to email addresses indicated by PENT on GTC last page.
4. Information concerning Subject matter presented in PENT's catalogues, folders, brochures and published on PENT's website shall not constitute an offer in the meaning presented in Civil code.
5. Any ensuring, warranties, promises and amendments to Agreement, posed orally by one of PENT's employees or other PENT's attorneys shall not bind PENT, until it is not confirmed in written or documental (e-mail) form and by PENT's legal representatives, under the pain of nullity.
6. In case of any discrepancies between order placed by Purchaser and offer of PENT, as final establishment Parties consider order confirmation which is issued by PENT and served on Purchaser.
7. Withdrawal by Purchaser from order is admissible merely on exceptional occasions after prior establishment withdrawal terms with PENT, in written form. PENT reserves his right to burden

Purchaser with real costs which have occurred until withdrawal – non-exceeding order value, especially when the manufacturing process or delivery process commenced.

8. PENT is not obliged to verify the correctness of Purchaser's order or any other information formed by Purchaser related to order specification. Purchaser holds personal accountability for abovementioned information delivered to PENT.
9. PENT reserves his exclusive right to all of results of his individual work (as a result of actions taken independently and creatively by PENT), in particular illustrations, drawings, technical documentation, catalogues, samples, projects or any other similar documents issued and created by PENT. Sharing above mentioned documents with third persons is strictly forbidden and shall be returned to PENT without undue delay, on each demand. An exception from said limitation shall be explicit and written or documental (e-mail) consent of PENT.
10. An order placed by Purchaser shall not bind PENT and does not limit PENT to reject order performance.

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Payment condition and prices

1. Unless Parties not established otherwise, for each order of Subject matter shall bind prices indicated in PENT's price list, existing on the day of placing the order.
2. Unless Parties not established otherwise, the prices indicated by PENT are expressed according to INCOTERMS 2020 Ex Works – PENT's registered office or other handing over place of Subject matter indicated by PENT and do not include transport, packing, storage, insurance, taxes, customs or any others public receivables costs.
3. Purchaser shall pay prices basing on invoice or any other accounting document issued by PENT. Payment day and form of payment shall be agreed separately by Parties, individually on each occasion, however in case of no establishment of payment day, Purchaser shall pay the price before Subject matter shipment (pre-payment), within 7 days from Agreement conclusion, or if Parties are bound by long-term cooperation agreement – within 7 days from the day of conclusion singular supply or sales agreement or singular order placed in accordance with long-term cooperation agreement.
4. Payment of price shall be done in form of bank transfer on bank account indicated by PENT in invoice or other accounting document, or in different form separately established by virtue of Agreement.
5. The price shall be considered as duly paid within occurrence of funds on PENT's bank account.
6. PENT reserves his right to unilaterally increase prices in case when after Agreement conclusion, the independent circumstances occur, justifying Subject matter's prices increasing, for which PENT is not accountable i.a. amendment of taxes rates.
7. Default in payment entitles PENT to cease and suspend Subject matter supply and to cease performance of already accepted orders. PENT in case of establishing different payment terms than pre-payment, may condition performance of new order, placed by Purchaser, who is in default of payment or who pays after payment day, from paying advance payment or to pay according to pre-payment rules, before shipment of new order.

8. Any payments made by Purchaser who is in delay with payment will be firstly accounted against the most outstanding amounts due, interest for delay and other incidental charges, and finally against the principal amount due.
9. In case of delay in payment, PENT may demand from Purchaser payment of the interest for delay (in case of Consumers) or interest for delay in business transactions (in case of Purchasers not being Consumers) for each day of delay until final payment. PENT shall be entitled to interest in statutory amount, unless it will be stipulated in Agreement otherwise. Obligation to pay interest does not exclude PENT's rights to seek for damages on ordinary rules.
10. Claims raised to Subject matter Defects do not release Purchaser from obligation to pay price within agreed term.

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Delivery and transport of Subject matter

1. Delivery of Subject matter – if Parties imposed such obligation on PENT shall be regulated by Agreement and performed in established in Agreement term.
2. Delivery period may be amendment in case of: a) supply cessation due to Purchaser fault; b) price payment default; c) non furnishing PENT by Purchaser with information necessary to sale performance; d) carriage problems on country border (in case of trans-boundary carriage); e) force majeure occurrence. In said occasion delivery period will be extended proportionally to period of such circumstances existence, including time necessary for PENT for delivery renewal – for which PENT is released from accountability.
3. PENT shall not be accountable for acts or omissions of the carrier. In case of delay or defect occurrence in delivery, Purchaser shall raise his claims directly to carrier, according to carriage law provisions.
4. Cost and risk of carriage burdens Purchaser. Delivery is performed according to INCOTERMS 2020 EX Works rules – PENT's registered office or other handing over place of Subject matter indicated by PENT, unless Parties established otherwise.
5. Risk of damage, destroying or losing of Subject matter is transferred on Purchaser within handing over of Subject matter to Purchaser or within handing over of Subject matter to carrier.
6. Purchaser shall without due delay after Subject matter delivery examine Subject matter. Purchaser shall especially examine packaging status, quality, quantity of Subject matter and without due delay (however no longer than within 7 days) shall notify the carrier and PENT about reservations and comments in said scope, as well as drawing up with the carrier protocol of non-compliance. PENT reserves his right to examine raised claim at delivery place, in case when raised claims directly burden PENT as a party accountable for non-compliance.
7. In case of quantity lack in Subject matter PENT shall be obliged to remove without due delay quantity gaps. PENT shall be released from accountability toward Purchaser, if PENT remove quantity gaps without undue delay.

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Accountability

1. PENT shall be accountable for non-performance or undue performance of Agreement, however accountability is limited to real damages, excluding profits loss. PENT shall not be accountable for damages occurred due to improper choice of Subject matter by Purchaser, improper use of Subject matter by Purchaser or use of Subject matter standing against its intended use or use manual and maintenance, as well as any other damages which occurrence and size is determined by Purchaser's infrastructure where Subject matter is operated, especially including those element to which Subject matter is connected or operate with.
2. In any case accountability of PENT for all damages not covered by exclusion is limited to real loss of Purchaser, in amount non-exceeding amount of 100% of the agreed price for Subject matter. Limitation does not apply to damages caused by intended default of PENT.
3. Purchaser shall be accountable for operation of Subject matter and its effects in infrastructure of Purchaser, even if PENT was included as an adviser or a consultant in matter concerning construction preparation and final look of Subject matter.
4. PENT shall not be accountable toward Purchaser for defects and actions taken by Purchaser with use of Subject matter.

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Warranty and polish civil code warranty

1. PENT grants to Purchaser 2 years Warranty for Subject matter.
2. According to Warranty granted, PENT oblige himself, by way of his discretionary decision to remove claimed Defects, exchange of Subject matter into new one or to decrease price for defected Subject matter.
3. Warranty period shall run from the delivery day expressed according to INCOTERMS 2020 rules, established in Agreement.
4. Warranty shall not cover:
 - 1) defects caused by any usage which is improper or inconsistent with the instructions for use and storage of Subject matter;
 - 2) mechanical faults and defects caused by such faults, as well as breakdowns caused by external factors such as: spillage of liquid, dampness (e.g. attributable to atmospheric precipitation or moisture condensation under changing temperatures), excessively high or excessively low temperature, chemical factors and other factors beyond the control of PENT;
 - 3) unapproved repairs or construction changes;
 - 4) unapproved modifications;
 - 5) improper connection/disconnection of Subject matter or assembly / installation carried out inconsistently with the guidelines;
 - 6) defective or partial operation of Subject matter caused by a conflict or incompatibility between Subject matter and the environment or influence of the conditions present outside Subject matter.
5. Slight deviations in terms of the colour and pattern, as customarily accepted, from the their reference standards may not serve as basis for a Warranty complaint.
6. All Defects must be reported exclusively through e-mail not later than within 14 days of the date when the Defect becomes apparent.

7. Warranty complaints must be lodged to the email address indicated on the last page of GTC.
8. Warranty complaint shall include photo evidence, duly presenting Defects.
9. Lodging Warranty complaint after notification term limitation shall be synonymous to complaint rejection.
10. PENT shall respond to Warranty complaint within 14 days, starting from day of receiving all information and documents necessary to consider the complaint. Term to respond may be extended upon PENT sole decision, to time needed to provide proper and full claim examination, however no longer that to 14 days.
11. PENT in case of decision to exchange defected Subject matter into new one, reserves his right to exchange into Subject matter of different type – when it is impossible to ensure Subject matter of the same type, with reservation that new type Subject matter will correspond to quality and specification of exchanged one.
12. If the Warranty complaint proves illegitimate, all costs borne by PENT in connection with its lodging by Purchaser shall be covered by Purchaser, as non-warranty activities.
13. Description on services and components delivered due to non-warranty activities will be each time presented by PENT to Purchaser, depending on particular occasion.
14. Any other further claims of Purchaser are in legally permissible scope excluded. In particular PENT shall not be accountable for indirect damages (harms, financial loss, loss of benefits).
15. Warranty accountability of PENT is limited to Subject matter value.
16. PENT shall not be accountable for damages and losses occurred as a result of non-possibility in use of Subject matter during the complaint procedure.
17. PENT may cease from performance of his warranty obligations if Purchaser is in default in payment.
18. Accountability of PENT according to polish civil code warranty for physical and legal defect is excluded. This provision does not apply to Agreement concluded with Consumer to who accountability of PENT is stipulated by virtue of civil code on ordinary basis.

8 Force majeure

1. PENT shall be released from accountability for non-performance of contractual obligations if it is caused by circumstances independent from PENT, which were impossible to foresee in date of Agreement conclusion and which were unavoidable due to Force majeure occurrence.
2. Force majeure occurrence entitles PENT to suspend further actions in subject of Agreement performance for period of Force majeure existence or to withdraw from Agreement, with obligation to cover by Purchaser merely real cost suffered by PENT in accordance with actions striving to perform Agreement.

9 Ownership retention

PENT reserves his ownership over Subject matter until payment of price in full extent. Ownership reservation is complexed (basic, extended and prolonged). In case when sold Subject matter will be processed, combine or mixed with other things it is presumed that PENT became co-owner of newly created thing, in share corresponding to Subject matter. In case of further sale of Subject matter which was not paid by Purchaser, it is presumed that payment of price by further purchaser of Subject matter is assigned in to PENT.

10 Assignment

The assignment of the Purchaser's receivables against PENT is allowed only with the prior consent of PENT, expressed in writing.

11 Consumer rights

1. Provisions of this section shall be considered as special provisions and shall apply exclusively to Agreement concluded with Consumer.
2. Consumer who has concluded Agreement beyond PENT's headquarters or through a distance in the meaning of statute from 30th May 2014 consumers rights, has right to withdraw from Agreement within 14 days without giving any reasoning.
3. Term for the withdrawal from Agreement expires after 14 days from factual Subject matter delivery.
4. To make use from withdrawal right, Consumer shall inform PENT about decision of withdrawal from Agreement by way of unilateral declaration (for example declaration send by post, fax, or e-mail).
5. Consumer for withdrawal purposes may use template form (blank) available in appendix no 2 to statute from 30th May 2014 consumers right, however it is not mandatory.
6. To withdraw from Agreement, it is suffice to deliver to PENT an information of performance withdrawal right before time lapse.
7. In case of withdrawal from Agreement PENT will return to Consumer price received from Consumer, including delivery costs (with exception of additional costs related to chosen by Consumer delivery method, different than the cheapest one offered by PENT), without due delay, however not later that within 14 days from the day of withdrawal declaration receipt by PENT. Return of price will be provided in manner corresponding to payment of price by Consumer, unless Consumer explicitly agree for different manner; in any manner Consumer will not be charged with any costs related to price return.
8. Additional information in subject of rights and obligations of Consumer may be found on UOKIK website: <https://prawakonsumenta.uokik.gov.pl/>.
9. To Agreement concluded with Consumer all provisions of GTC shall be excluded, in particular those regulating accountability matter of PENT towards Purchaser, which stand against general and binding in date of Agreement conclusion provisions regulating rights and obligations of

Consumers as a participants of commercial operations. Provisions of GTC adverse to general law provisions regulating rights and obligations of Consumer are superseded by proper law provisions applied in particular law acts.

Personal data protection

PENT striving to performance of information obligation stipulated in article 13 item 1 and 2 of General Data Protection Resolution 2016/679 ("GDPR") informs Purchaser that:

- 1) The data owner of personal data is Pent sp. z o.o. with its registered office in Bielsko-Biała (43-300), Podwale 45 street, registry files kept in District Court in Bielsko-Biała, VIII Commercial Division of National Registry Court, KRS number: 812377, NIP (Tax ID): 5472215727, share capital 10.000,00 zł.
- 2) Personal data is processed due to provide proper performance of Agreement, especially for the purpose of ensuring proper communication between the Parties, delivery, assuming, and proceeding with claims, archiving and accounting settlements, i.e. by virtue of article 6 item 1 letter b, c and f of GDPR.
- 3) Personal data may be also processed in connection with the direct marketing of the Subject matter conducted by the data controller for the benefit of potential and current clients, which constitute legitimate interest of the data controller, i.e. pursuant to article 6 item 1 letter f of GDPR. You are entitled in such matter to object to the data controller against further data processing for this purpose, which will result in the cessation of further data processing in this scope.
- 4) Personal data may be also processed on the basis of your consent, expressed in an explicit form or through the implied consent, expressed in a marked action. Each time the purpose of data processing based on the consent will be provided by the data controller before processing begins. You are entitled in such matter to withdraw consent at any time without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
- 5) Personal data may be received by or shared with:
 - the data controller' s technical and organizational solutions supplier (particularly carriers, post service, IT services suppliers);
 - suppliers of legal or advisory services and entities supporting the data controller in enforcement of his claims;
 - subcontractors of services ordered according to Agreement;
 - other entities supplying the data controller with its services, to whom the data controller entrusted data processing according to separate entrustment agreement.
- 6) Personal data may be transferred to third country, besides EOG. The data controller oblige himself to provide proper security measures and secure transfer by way of standard clauses of data protection adopted by European Commission.
- 7) Personal data may be processed for the Agreement validity period and after its expiration or termination for time limitation (prescription) period, according to binding legal provisions.

- 8) You are entitled to access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability.
- 9) You are entitled to lodge a complaint with a supervisory authority, when you recognize data controller's processing as a standing against data protection law provisions.
- 10) Processing your personal data is necessary to proper performance of Agreement. Sharing your personal data is not mandatory, but necessary to achieve projected purpose.
- 11) The main source of obtaining your personal data is Agreement and a direct actions taken by yourself.
- 12) Data controller invites you to read Privacy Policy of PENT, available through website: <https://www.pentfitness.com/>, where you can find description and rules of data processing.

Final provisions

1. In all matters related to Agreement and GTC provisions of the polish law shall apply.
2. All disputes arising between Parties shall be handed over according to the polish law provisions, with exclusion of Vienna Convention for International Sales of Goods, executed in Vienna on 11th April 1980.
3. The court competent to settlement of disputes arising from Agreement or GTC shall be polish common court competent over PENT registered office.
4. Nullity or ineffectiveness of some of the GTC provisions does not affect validity or effectiveness of rest of the provisions.
5. Any amendments to Agreement shall be made in writing upon pain of being considered as null and void.
6. In case when this GTC will be formed in other than the Polish language version, for the occasion of dispute GTC in the Polish language version shall be considered as final and binding and supersedes other language versions.
7. Purchaser shall not transfer his knowledge and information acquired as an effect of commercial relation with PENT to third persons, in all matters covered by company and commercial secrecy, without consent of PENT.
8. Purchaser shall not during Agreement period or after Agreement cessation share, public or misuse information which not constitute PENT's secrecy, but which sharing, publishing or use may in any way harm PENT's reputation or in other way harm PENT.
9. To each Agreement GTC shall apply in the meaning binding in the date of Agreement conclusion.

Contact data:

Purchaser service department:

E: info@pentfitness.com

T: +442081333050

Working hours: Monday – Friday 8:00 – 15:00

After sales and service department:

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T: +442081333050

Working hours: Monday – Friday 8:00 – 15:00

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