

TERMS OF SALES – LARIX / VIKING B2B PANEL

§ 1. PRELIMINARY PROVISIONS

1. The terms for the users of the system for LARIX partners establishes the rules for the sales of goods by LARIX Sp.J. via the B2B panel.
2. The following definitions apply to the terms:
 - a. DISTRIBUTOR - Larix Janusz Pieła Sp.J. with its registered seat in Bielsko-Biała at ul. Orzeszkowej 40,
 - b. PARTNER – the entity cooperating with LARIX Sp.J. with access to the online sales system for LARIX partners,
 - c. LARIX PANEL/B2B PANEL – the online sales system.
 - d. USER – an individual authorised to use the LARIX PANEL, usually an employee of the PARTNER or the PARTNER.

§ 2. ACCESS TO THE SYSTEM

1. Only the DISTRIBUTOR can grant a PARTNER access to the LARIX PANEL.
2. Under the motion of the PARTNER submitted through e-mail, the DISTRIBUTOR grants access to the LARIX PANEL to individuals hereinafter referred to as the USERS and specifies the access scope. With granted access, the DISTRIBUTOR assigns an account and password to a new USER. The PARTNER is held liable for the use of the account and password assigned to the user.
3. These terms are considered accepted with the PARTNER'S submission of the application for access to the LARIX PANEL.
4. A PARTNER is entitled to have more than one USER.
5. The DISTRIBUTOR reserves the right to deny access to the LARIX PANEL without providing reasons.
6. The USER is considered as an individual authorised to act in the name of the PARTNER with no need to present any powers of attorney in scope of the granted access.
7. The PARTNER is held liable for the actions of all USERS and is therefore obliged to inform the DISTRIBUTOR in writing (e-mail) of the desire to revoke or limit the access to the LARIX PANEL.
8. The DISTRIBUTOR is entitled to revoke the access to the LARIX PANEL of all users of a PARTNER who has failed to make a purchase from the DISTRIBUTOR over 180 consecutive days or is behind in invoice payments for over 30 days after the expiration of their deadlines. Access to the LARIX PANEL may be revoked when the PARTNER is operating a business competitive towards the DISTRIBUTOR.
9. In instances of automatic data acquisition systems established in the LARIX PANEL, all USER accounts of the PARTNER acquiring information in this way shall be terminated.
10. When a USER is granted access to the LARIX PANEL, it is synonymous with agreeing to receive

commercial information from the DISTRIBUTOR through e-mail.

§ 3. ORDERS

1. The PARTIES establish that orders placed online through the LARIX PANEL do not require the PARTNER'S authorisation in other form and are considered as equivalent to written orders. However, the DISTRIBUTOR is entitled to verify the order and reject it without providing reasons.
2. All prices presented in the LARIX PANEL are net prices and do not include VAT.
3. By placing an order through the LARIX PANEL, the PARTNER agrees to the conditions of the guarantee/warranty provided by LARIX Sp.J. for the ordered goods. The product specifications presented in the LARIX PANEL are informational only and do not constitute an offer in the understanding of the Civil Code.

§ 4. TRADE SECRET

1. The information concerning the prices of the products offered by the DISTRIBUTOR through the LARIX PANEL and their availability through this system is exclusively for the partners for purposes related to purchasing the products offered by the DISTRIBUTOR.
2. The PARTNER and all of the PARTNER'S USERS are prohibited from accessing the data discussed in point 1 to third parties and from using or processing it for purposes other than those associated with purchasing the products from the DISTRIBUTOR. If the aforementioned prohibition should be violated, the DISTRIBUTOR may revoke the PARTNER'S access to the LARIX PANEL.