

# EUGENIUS TERMS AND CONDITIONS OF SALE

## Article 1. Definitions

1. The terms used in these Terms and Conditions shall mean, respectively:
  - a. "Consumer" – a Customer who is a natural person making a legal transaction with the Seller which is not directly connected with his/her economic or professional activity;
  - b. "Customer" – any entity, including the Consumer, interested in the Products and purchasing the Products, as well as using the Website;
  - c. "Products" – products presented on the Website, their modifications and products made by the Seller to individual order;
  - d. "Terms and Conditions" – these Terms and Conditions;
  - e. "Seller" or "Manufacturer" – Eugenius spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Poznań (61-324) at ul. Sanocka 3, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court - Poznań Nowe Miasto i Wilda in Poznań, 8th Economic Division of the National Court Register, under KRS number 0000468215; NIP (Tax Identification No.): 7822558890, REGON (National Business Registry No.): 302474603;
  - f. "Website" – <https://eugenius.eu/>.
2. Whenever these Terms and Conditions refer to the Customer, this term shall also be understood as the Consumer, unless the Terms and Conditions provide otherwise.

## Article 2. Identification and mailing data of the Seller

1. The Seller is Eugenius spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Poznań (61-324) at ul. Sanocka 3, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court - Poznań Nowe Miasto i Wilda in Poznań, 8th Economic Division of the National Court Register, under KRS number 0000468215; NIP (Tax Identification No.): 7822558890, REGON (National Business Registry No.): 302474603.
2. The Seller is a Polish, family-owned company manufacturing the highest quality lighting fixtures ("Products").



**EUGENIUS sp. z o.o. sanocka 3, 61-324 poznań, poland**  
VAT No. | NIP: 782-255-88-90    Company code | numer rejestrowy GIOS: E0019109W  
tel.: +48 600 348 074    [contact@eugenius.eu](mailto:contact@eugenius.eu) | [kontakt@eugenius.eu](mailto:kontakt@eugenius.eu)    [www.eugenius.eu](http://www.eugenius.eu)

3. The Customer may contact the Seller in the following way:
  - a. by post to the address: Eugenius Sp. z o.o., ul. Sanocka 3, 61-324 Poznań,
  - b. by e-mail at: [contact@eugenius.eu](mailto:contact@eugenius.eu)
  - c. by phone at: +48 600 348 056
  - d. via the contact form on the Website.

### **Article 3. Price**

1. Prices of the Products are available on the Manufacturer's Website.
2. The final prices of the Products and delivery costs are specified in the final offer referred to in Article 4.1.

### **Article 4. Method of concluding the contract**

1. Details of the offer, including clarification of product parameters in accordance with individual needs of the Customer and the related price changes, are subject to individual arrangements between the Seller and the Customer.
2. The payment of the advance payment by the Customer, specified in the content of the offer, is tantamount to its final acceptance and conclusion of the contract between the Customer and the Seller
3. Before shipping the Product, the Seller shall inform the Customer that the Products are ready for shipment and that the second part of the agreed price must be paid. The final invoice shall be issued after the payment in full is made and the Products are dispatched, and the invoice shall confirm the payment for the entire order and its completion.
4. The Customer agrees to the issuance and sending of electronic invoices by the Seller.

### **Article 5. Payment method and deadline and order completion**

1. The payment for the ordered Products can be made by the Customer by bank transfer to the Seller's bank account specified in the offer.
3. The condition for initiating the execution of the order is to pay the advance payment referred to in Article 4.2, and the condition for the release of the Products is making the full payment for the Product.
2. The initial deadlines are specified in each offer. The final date for the execution of the order shall be agreed individually with the Customer.

3. The Products that are the subject of the order are personalized and non-fabricated, which means that they are manufactured to size according to the Customer's preferences, based on individual arrangements between the Seller and the Customer. Therefore, in the course of making arrangements for the order, as well as during its implementation, cooperation between the Seller and the Customer is required, to which the Customer agrees. In particular, such cooperation may consist in the submission of projects, visualizations or photos of rooms and buildings by the Customer in which the Products are to be ultimately installed.

## **Article 6. Complaints**

1. The Seller is obliged to deliver the Products without defects.
2. The Seller shall not be responsible for defects caused by normal wear and tear or use of the Products for purposes other than intended or consistent with their purpose, as well as for damage caused to the Products by the Customer or third parties, including in connection with non-compliance with installation instructions sent by the Seller.
3. The Seller shall be responsible to the Customer if the sold Product has a physical or legal defect (warranty) under the terms of the Act of 23 April 1964 – Civil Code, and in the case of a Customer who is a Consumer also the Act on Consumer Rights.
4. Complaints can be filed:
  - a. by post to the address: Eugenius sp. z o.o., ul. Sanocka 3, 61-324 Poznań;
  - b. by e-mail at: [contact@eugenius.eu](mailto:contact@eugenius.eu);
  - c. by phone at: +48 600 348 056

## **Article 7. No right of withdrawal**

Given that the subject of the provision to the Seller is a thing not prefabricated, produced to the Customer's specification or used to meet the Customer's individual needs, the Customer (including the Consumer) has no right to withdraw from the contract concluded with Eugenius.

## **Article 8. Personal data**

1. The controller of personal data provided by the Customer is the Seller.
2. Detailed information on the processing of personal data by the Seller can be found in the Privacy Policy.

## **Article 9. Intellectual property rights**

1. All content published on the Website and provided to the Customer shall enjoy copyright protection and is the property of the Seller, and its duplication and distribution requires the prior consent of the Seller. The Customer may not use any content of the Website without the consent of the Seller.
2. The purchase of the Products or use of the Enquiry Form service does not constitute a transfer of ownership or grant the Customer a license to use any intellectual property rights related to the Products or obtained documentation.

## **Article 10. Force majeure**

All obligations of the Seller shall be suspended in the case of and for the duration of force majeure events, i.e. external events of a specific nature that could not have been prevented and that, to a reasonable extent, make performance of the contract impossible, such as natural disasters (flood, hurricane), epidemics and specific disturbances of public order (armed conflict, riots, orders of state authorities that could not have been prevented).

## **Article 11. Final provisions**

1. These Terms and Conditions form an integral part of the contract between the Seller and the Customer. These Terms and Conditions set the general framework of cooperation between the Seller and the Customer – the details of the implementation of the order, method of payment or delivery may be subject to individual arrangements between the Seller and the Customer, which shall be of primary importance.
2. These Terms and Conditions shall come into force on 1 January 2021.
3. In the event of any dispute between the Seller and the Customer who is not a Consumer, the competent court shall be the court having jurisdiction over the registered office of the Seller.
4. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law shall apply.

 EUGENIUS

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