

GENERAL TERMS AND CONDITIONS (GTC) / SALES REGULATIONS

Portable Tablets and Laptops with Accessories

§1. Seller Information

The Seller is AP-FLYER Sp. z o.o., with its registered office in Warsaw (04-713), at ul. Żegańska 2d, entered into the relevant registers, holding Tax Identification Number (NIP): 113-26-67-859 and REGON number: 140981363.

§2. Scope of Application of the GTC

1. These GTC govern the sale of electronic devices, in particular portable tablets and laptops with accessories.
2. The GTC constitute an integral part of every sales agreement concluded by the Seller with the Buyer.
3. The GTC are made available to the Buyer prior to the conclusion of the agreement, in particular via the website, commercial offer, or email.
4. The GTC apply exclusively to B2B transactions.

§3. Conclusion of the Agreement

1. The agreement is concluded upon confirmation of the order by the Seller or upon signing a separate agreement.
2. Placing an order constitutes acceptance of these GTC.

§4. Price and Payment

1. Prices are determined individually in the offer.
2. Payment shall be made on the basis of a VAT invoice within the deadline specified therein.
3. The Seller is obliged to issue invoices in accordance with applicable laws.
4. The Buyer undertakes to pay the invoice amount to the Seller's bank account indicated on the invoice.
5. If the Seller issues structured invoices via the National e-Invoicing System (KSeF), the payment deadline shall be calculated from the date the Buyer receives the invoice. The invoice is deemed delivered on the date it is assigned an identifying number in KSeF (in real time).
6. In cases of lack of access to the KSeF system, i.e.:
 - a) offline24 mode (Article 106nda of the VAT Act),
 - b) failure mode (Article 106nf of the VAT Act),
 - c) KSeF unavailability mode (Article 106nh of the VAT Act),invoices shall be issued in electronic form in accordance with the template made available under Article 106gb(8) of the VAT Act (logical structure) and transmitted to KSeF within statutory deadlines depending on the issuance mode, and made available to the Buyer via KSeF. The invoice issue date shall be the date indicated on the invoice, while the delivery date shall be determined in accordance with the VAT Act provisions depending on the issuance mode.
7. In the event of a complete KSeF system failure (Article 106ng of the VAT Act – publicly announced failure), invoices shall be issued in electronic or paper form and delivered to the Buyer either electronically (via email) or in paper form to the Buyer's registered office. The invoice issue date shall be the date indicated on the invoice, while the delivery date shall be the actual date of receipt by the Buyer.
8. The payment date shall be the date the Seller's bank account is credited.

§5. Delivery and Risk

1. Delivery shall be made to the address indicated by the Buyer.
2. Delivery dates are indicative unless otherwise agreed by the parties.
3. The risk of loss or damage to the Goods passes to the Buyer upon delivery of the Goods to the Buyer.

§6. Exclusion of Warranty (Statutory Liability)

In sales between entrepreneurs, the Seller's liability for physical and legal defects is limited pursuant to Article 558 §1 of the Polish Civil Code as follows:

1. Liability for minor defects is excluded,
2. The Buyer's right to withdraw from the agreement is excluded,
3. The Seller's liability is limited solely to repair or replacement of the goods – at the Seller's discretion. The Buyer, as an entrepreneur, accepts the above limitations.

§7. Warranty

1. The Goods may be covered by a manufacturer's or Seller's warranty under terms specified in separate documents.
2. The warranty does not exclude or limit the effects of the exclusion of statutory warranty.

§8. Complaints

1. Complaints may be considered only within the scope of the granted warranty.
2. Complaints must be submitted in writing or electronically.

§9. Liability

1. The Seller's liability is limited to actual damages.
2. The Seller shall not be liable for lost profits of the Buyer.

§10. Final Provisions

1. Matters not regulated herein shall be governed by Polish law.
2. Disputes shall be settled by the court having jurisdiction over the Seller's registered office, unless mandatory provisions provide otherwise.
3. The Seller may amend the GTC; however, such amendments shall not affect agreements already concluded.

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