

DCN Europe Online Platform

Terms and Conditions

§ 1. General Provisions

1. These Terms and Conditions govern the use of the DCN Europe Online Platform accessible at www.partner.dcneurope.eu (hereinafter called the **PLATFORM**) that enables access to information including terms and conditions of contracts and that facilitates the conclusion of contracts by electronic means and their realisation based on these Terms and Conditions.
2. The PLATFORM is the property of DCN Europe Sp. z o.o. with the seat in Cracow, full address: ul. Śnieżna 18, 30-822 Kraków, Poland, registered in the District Court for Kraków -Śródmieście in Kraków, 11th Business Division of the National Court Register (KRS) under the number: 0000354228, Tax Identification Number (NIP): 679-303-33-67, Statistical Identification Number (REGON): 121206305, email address: sales@DCNeurope.com hereinafter called **DCN EUROPE**.
3. All rights to the PLATFORM as a whole and to its individual parts, in particular, the rights to the software used to run the platform and to operate the PLATFORM services and the exchange of information, the design of the layout and the visual presentation of the website, all graphic and text items, data bases, photos and descriptions, as well as the name of the Internet domain: www.partner.dcneurope.eu are the property of DCN EUROPE and may not be used in any way without the written consent of DCN EUROPE or in a manner contrary to or in violation to these Terms and Conditions.
4. These Terms and Conditions can be obtained directly from DCN EUROPE at the place of its seat and from the PLATFORM's website. These Terms and Conditions can be downloaded from the above mentioned website, and after saving them on an electronic device they shall be stored and displayed in an ordinary course of business. These Terms and Conditions shall be treated as the terms and conditions of the contract and construed under the Polish law.
5. In the case of Clients who have signed a business cooperation agreement, a framework agreement or another type of agreement with DCN Europe which specifies the terms of cooperation between the Client and DCN Europe, the agreement applies to the transactions made by means of the PLATFORM and the provisions of the agreement shall prevail over the provisions of these Terms and Conditions.

§ 2. Definitions

1. Client - an entity running a business activity, also called a Party of the contract that is concluded with DCN EUROPE regarding the access to the PLATFORM.

2. Password - a unique combination of signs known only to the Client which enables authorised access to the PLATFORM. The password must meet the minimum requirements for a password specified by the law.
3. Login - a unique username that authenticates the Client on the PLATFORM,
4. ID number - a numerical identifier for the Client in DCN EUROPE's IT system,
5. Email - an electronic mail address given by the Client at the time of registration to which the login and password will be sent. The "Email" shall be used for the communication between the Parties and the for the transfer of information or documents to the Client if it is provided for by the Terms and Conditions, and also for sending trade information in accordance with the provisions of the Act on providing services by electronic means. The Client declares that all the information and declarations sent by them via email shall always and exclusively be the information and declaration of the Client (or of the persons authorised to represent the Client).
6. Registration Form - a form accessible from the PLATFORM's website at www.partner.dcneurope.eu that shall be filled in with personal data of the Client that registers on the PLATFORM.
7. End Device - any device that has access to the Internet and from which the Client can use the PLATFORM.
8. Delivery services - the delivery of the Goods ordered via the PLATFORM by Forwarding Agents upon the Client's request.
9. Goods - the commodities offered by DCN EUROPE, in particular, electronic devices, software, computer accessories and peripherals purchased by the Client on the basis of a contract concluded via the PLATFORM.
10. Services - services offered by DCN EUROPE at the price indicated on the PLATFORM provided to the Client upon their request within the contract concluded via the PLATFORM.
11. Account - the resources that can be accessed via the PLATFORM within the scope of authorization assigned to the Client, by entering a correct Login and Password.
12. Warranty - a declaration of DCN EUROPE which specifies its obligations as a Warrant Issuer and the rights of the Client related to the purchase of Goods that do not have the properties specified in the declaration.
13. DCN EUROPE warehouse – the place where the Goods are stored in Europe: ul. Żniwna 1, 30-822 Kraków, Poland.
14. Affiliated Parties – companies affiliated with DCN EUROPE whose civil partner, shareholder or stockholder is DCN EUROPE or civil partners, shareholders or stockholders of DCN EUROPE.
15. DCN Europe Technical Support - a unit of DCN EUROPE responsible for processing warranty claims in the case of defective Goods, email: support@dcneurope.eu
16. Sales Department (SD) of DCN EUROPE – a unit of DCN EUROPE responsible for the correct functioning of the Clients' accounts on the PLATFORM and the realisation of contracts that have been concluded via the PLATFORM. The Client may contact with SD of DCN EUROPE by email at: sales@dcneurope.eu or directly with a sales representative.

17. Sales Representative – a person working in the Sales Department of DCN Europe who is responsible for the current contact with the Client.
18. Forwarding Agent – a company that specializes in the transportation and delivery of Goods.
19. Service Provider – an entity external to DCN EUROPE which provides services specified in the Civil Code.
20. Personal Data Administrator – the administrator that operates in accordance with the Regulation of the European Parliament and of the Council (EC) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter called GDPR – General Data Protection Regulation).
21. Insurer (with reference to the Credit Limit) – an entity conducting insurance activity and being at the same time a Party of an insurance contract on the basis of which the Insurer is obliged to provide compensation or another benefit in the case of occurrence of a random event, in particular, if the payment for the Goods ordered by the Client is not received in accordance with the terms of payment.
22. Credit limit – a revolving trade credit granted at the request of the Client which facilitates placing orders with deferred payment date, the limit of which and the date due have been agreed with DCN EUROPE.
23. End Client – an entity indicated by the Client as the recipient of the Goods ordered by the Client.
24. User – a person for whom a subaccount has been created. Whenever the term “Client” is used in these Terms and Conditions, it also refers to the User.
25. Main Account Holder – a natural person authorised by the Client to have access to the Main Account on the PLATFORM on behalf of the Client and to conduct all activities via this account, like placing orders, concluding contracts and creating subaccounts. Whenever the term “Client” is used in these Terms and Conditions, it denotes a person authorised to access the Main Account.

§ 3. The Subject and Scope of the

Activities Realised via the PLATFORM

1. Subject to the *provisions set forth in these Terms and Conditions and the Appendices to the Terms and Conditions (hereinafter called the Appendices) that constitute an integral part of this document, via the PLATFORM the Client has an opportunity to:*
 - Purchase Goods and Services offered by DCN EUROPE on the basis of a contract concluded via the PLATFORM,
 - Obtain and exchange information on warranty claims submitted by the Client to DCN EUROPE Technical Support Department regarding defects in the Goods,
 - Obtain information on shipping services and costs referring to the Goods purchased by the Client from DCN EUROPE and the options of sending them

by the Forwarding Agent to an address indicated by the Client. The shipping terms and costs are presented on the PLATFORM. The Client will have an opportunity to study them before concluding the contract.

- Obtain and exchange financial and accounting information referring to the payments and settlements between the Client and DCN EUROPE and access the sales documents, in particular, the invoices issued to the Client by DCN EUROPE.
 - Have access to a variety of information provided by DCN EUROPE, e.g. about the range of Goods on offer, prices, appendices and other content presented on the PLATFORM by DCN EUROPE.
 - Add their email address to the selected mailing lists in order to receive trade information by electronic means from DCN EUROPE and Affiliated Parties.
 - Authorise other persons to act on behalf of the Client, in the Client's interests and to the Client's responsibility, and conduct activities related to the trade cooperation between the Parties by creating subaccounts and granting permissions.
2. The activities performed via the PLATFORM are realized electronically unless the Terms and Conditions provide otherwise.
 3. DCN EUROPE manages all the activities on the PLATFORM by itself. In the scope specified on the PLATFORM, the Client may use the services provided by other Service Providers in which DCN EUROPE does not participate, but can assist in obtaining such services, e.g. the shipment of Goods.
 4. DCN EUROPE observes the law and business ethics in its professional trade activity.