

# **Special Terms and Conditions for Consumers and Preferred Entrepreneurs**

TÜV Rheinland Polska Sp. z o.o.

## **1. Scope of Application**

**1.1** These Special Terms and Conditions for Consumers and Preferred Entrepreneurs shall apply in their entirety to all services provided to Consumers by TRP in the performance of orders and other obligations under the contract, as well as ancillary services and other obligations under the contract.

**1.2** The provisions of items 3 and 5 of the Special Terms and Conditions for Consumers and Preferred Entrepreneurs shall apply mutatis mutandis to all services provided by TRP to Preferred Entrepreneurs in the performance of orders and other obligations under the contract, as well as to ancillary services and other obligations under the contract.

**1.3** These Special Terms and Conditions for Consumers and Preferred Entrepreneurs shall apply preferential to the General Transaction Terms and the Special Terms and Conditions of TRP.

## **2. Offers and Conclusion of the Contract**

**2.1** Inquiry submitted by the Consumer via means of distance communication (e.g. letter, fax, phone, e-mail), do not result in the conclusion of the contract. Upon receipt of an inquiry, TRP may make an offer to the Consumer by means of remote communication including, but not limited to, the prices of individual services, the total price and any other additional costs that may be incurred on a case-by-case basis, and the term of the contract, as well as the terms of termination of permanent contracts or contracts that renew automatically) and to which these terms are attached. The conclusion of the agreement occurs at the moment of placing an order to the offer by means of distance communication by the Consumer, i.e. receipt by TRP of information about acceptance of the offer by the Consumer. However, if TRP has made an offer to the Consumer „subject to confirmation” or marked it as a „non-binding offer”, the contract is only concluded upon confirmation by means of remote communication of TRP’s acceptance of the order.

**2.2** TRP will provide the Consumer with confirmation of the conclusion of the contract no later than when the contract is executed. The confirmation will be delivered on a durable data carrier (by letter, fax or email) and will reflect the content of the contract and these Special Terms and Conditions including the appendices.

## **3. Termination of the Contract**

**3.1** Consumers have the right to withdraw from a remote or off-premises contract on the terms set out below.

**3.2** The consumer has the right to withdraw from the contract within fourteen days from the date of conclusion of the contract without giving reasons.

**3.3** The Consumer must provide TRP with a clear statement of withdrawal by sending it to the Company’s address, i.e. TÜV Rheinland Polska Sp. z o.o., ul. Wolności 347, 41-800 Zabrze; e-mail address: post@pl.tuv.com. For this purpose, the Consumer may use the model form of withdrawal from

the contract, which is attached hereto. It being understood that the use of this form is not mandatory.

**3.4** To meet the withdrawal deadline, it is sufficient for the Consumer to send a notice of exercise of the right of withdrawal before the withdrawal period has expired.

**3.5** If the Consumer withdraws from this Contract, TRP will promptly, but no later than within 14 days of receipt of the withdrawal notice, refund to the Consumer all payments it has received from the Consumer, including delivery costs (except for additional costs resulting from the Consumer’s selection of a delivery method other than the cheapest standard delivery offered by TRP). TRP will use the same means of payment to refund the money that the Consumer used for the original transaction, unless it expressly agrees with the Consumer on a different method of refund; In no event will the Consumer be charged any fees for the return of funds paid.

**3.6** If the Consumer has requested the commencement of the Services during the period in which he or she is entitled to withdraw, and subsequently submits a notice of withdrawal, TRP will retain the remuneration corresponding to the portion of the Services performed up to the time of withdrawal.

**3.7** The right of withdrawal does not apply to the Consumer if TRP has performed the service in full with the express consent of the Consumer, who was informed before the start of the service, that after the complete performance of the contract by TRP will lose the right to withdraw from the contract. In the case of a contract concluded off site of the premises, the Consumer’s content must be transmitted on a durable medium.

**3.8** The provisions of items 14.2-14.3 of the General Terms and Conditions do not apply to Consumers.

## **4. Pricing**

**4.1** The flat-rate fixed prices or charges set out in the offer presented to Consumers are gross prices including statutory value added tax.

## **5. Defects**

**5.1** TRP is liable to Consumers under warranty on statutory terms. Item 12 of the General Transactions Terms does not apply to Consumers.

## **6. Export Control**

**6.1** Item 16 of the General Transactions Terms does not apply to Consumers.

## **7. Online Dispute Resolution and Consumer Dispute Resolution Platform**

**7.1** The European Commission provides an online dispute resolution platform which can be found at <https://ec.europa.eu/consumers/odr>

**7.2** TRP is not willing or obligated to participate in the dispute resolution process before the Consumer Conciliation Committee.

**8. Dead Line**

**8.1** The maximum term of the contract is two years.

**8.2** The term of the contract agreed upon by the Parties shall be extended by a maximum of one year if the contract is not terminated in writing by one of the Contracting Parties three months prior to the expiration of the term provided for in the bid or contract.

Appendix to Special Terms and Conditions for Consumers and Preferred Entrepreneurs.

Place, date

.....  
.....  
.....

Full name, address of the Customer(s)

TÜV Rheinland Polska Sp. z o.o.  
ul. Wolności 347  
41-800 Zabrze  
e-mail address: post@pl.tuv.com

**Declaration of withdrawal**

I hereby give notice that I am withdrawing from the contract for provision of the following service: .....

.....

Contract conclusion date .....

.....

signature



**TÜVRheinland<sup>®</sup>**

Precisely Right.

TÜV Rheinland Polska Sp. z o.o.

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