

Terms and Conditions of Yacht Concept Sp.z.o.o.

1. General provisions

1.1. These General Terms and Conditions of Sale (hereinafter: “GTCS”) govern the sale of products and the provision of services by Yacht Concept sp. z o.o., with its registered office in Gdańsk, ul. Jana Heweliusza 11/811, 80-890 Gdańsk, entered in the Register of Entrepreneurs of the Polish National Court Register under KRS No. 0000868159, Tax ID (NIP) 5833410782, REGON 387454238 (hereinafter: “Seller”).

1.2. The GTCS constitute an integral part of all offers issued by the Seller and of all sales, delivery or service contracts concluded between the Seller and its counterparties (hereinafter: “Client”), unless the Parties expressly agree otherwise in writing.

1.3. In the event of any conflict between the provisions of a contract and the GTCS, the provisions of the contract shall prevail.

2. Definitions

“Products” – devices, systems and software offered by the Seller, in particular the OnBoard system by Yacht Concept together with accessories.

“Services” – installation, maintenance, implementation, training or other services provided by the Seller to the Client.

“Force Majeure” – an external event beyond the control of the Parties that could not have been foreseen or prevented, in particular natural disasters, war, riots, strikes or acts of public authority.

3. Offer and conclusion of contract

3.1. Unless expressly stated otherwise, the Seller’s offers are non-binding.

3.2. A contract is deemed concluded upon the Seller’s written confirmation of the Client’s order or upon execution of a separate written agreement.

3.3. The Client is responsible for the accuracy and completeness of the data contained in the order.

4. Prices and payment terms

4.1. Prices quoted in the offer are net prices; the applicable VAT will be added at the statutory rate.

4.2. Unless agreed otherwise, payment shall be made on the basis of an invoice issued by the Seller within 14 calendar days of its receipt.

4.3. In the event of late payment, the Seller may charge statutory interest for delay and suspend further deliveries or services until the outstanding amounts are settled.

5. Delivery and transfer of risk

5.1. Delivery dates are specified in the order confirmation.

5.2. The risk of accidental loss of or damage to the Products passes to the Client when the Products are handed over to the carrier, or, in the case of collection by the Client, when the Products are made available at the Seller’s warehouse.

5.3. If the Client delays in collecting the Products, the Seller may charge warehousing fees and the cost of insurance.

6. Warranty and liability

6.1. The Seller grants a 12-month warranty for the Products, counted from the date of sale, unless a different period is specified in the warranty card.

6.2. The Seller undertakes to remedy physical defects in the Product or to deliver a defect-free Product within a reasonable time.

6.3. The warranty does not cover damage resulting from improper use, installation, modification or repairs carried out by unauthorised persons.

6.4. Statutory warranty (rękojmia) is excluded, unless the Client is a consumer within the meaning of the Polish Civil Code.

6.5. The Seller’s total liability for damages towards the Client is limited to the net value of the order, except for damage caused intentionally.

7. Service and technical support

7.1. The Seller provides technical support with regard to proper installation and use of the Products.

7.2. Detailed rules for the provision of service activities are set out in a separate service agreement or in the Seller’s service price list.

8. Confidentiality and intellectual property

8.1. The Parties undertake to keep confidential all technical, commercial and organisational information obtained in connection with the performance of the contract.

8.2. The Client receives a non-exclusive right to use the software forming part of the Products solely to the extent necessary for their proper operation.

8.3. All intellectual property rights to the Products and documentation remain the property of the Seller.

9. Returns and withdrawal

9.1. Products may be returned only with the Seller's prior written consent and on the terms specified by the Seller.

9.2. If the Client withdraws from the contract for reasons attributable to the Client, the Seller may charge the Client with the costs incurred in connection with the execution of the order.

10. Force Majeure

10.1. The Parties shall not be liable for failure to perform or improper performance of their obligations caused by Force Majeure.

10.2. The Party affected by Force Majeure shall promptly notify the other Party of its occurrence and the anticipated duration.

11. Governing law and jurisdiction

11.1. The GTCS and any contracts concluded on their basis shall be governed by Polish law.

11.2. Any disputes arising from contracts subject to the GTCS shall be settled by the court having jurisdiction over the Seller's registered office.

12. Amendments to the GTCS

12.1. The Seller reserves the right to amend the GTCS. The amended GTCS shall be binding from the moment they are delivered to the Client or published on the Seller's website.

13. Final provisions

13.1. Should any provision of the GTCS be deemed invalid, the remaining provisions shall remain in full force and effect.

13.2. The GTCS shall enter into force on 01.02.2025 and apply to contracts concluded on or after that date.

Yacht Concept Sp. z o.o.

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