

***POLISH AIR NAVIGATION
SERVICES AGENCY***



**GENERAL TERMS AND CONDITIONS
FOR THE SALE OF AIS PRODUCTS**

Effective from June 2023

These General Terms and Conditions for the Sale of AIS Products (hereinafter referred to as 'GTCS') apply to the terms and conditions of Purchase Order to be placed for products of Polish Aeronautical Information Service (AIS Poland) (hereinafter 'the AIS Products') which are provided by Polish Air Navigation Services Agency (hereinafter 'the Seller').

Any deviation from GTCS requires a commercial agreement between the Seller and the Buyer to be concluded.

The following expressions used hereinafter mean as follows:

AIRAC cycle – effective dates of aeronautical information, falling every 28 calendar days;

AIS Product – the product containing aeronautical information issued by AIS Poland;

Seller - Polish Air Navigation Services Agency (PANSa) with its registered office in Warsaw, ul. Wieżowa 8, Tax ID (NIP) 522-283-83-21, Statistical No. REGON 140886771;

Business Days – days Monday to Friday (except statutory holidays)

Buyer – an individual or a legal entity or any other entity without legal personality purchasing the AIS Products;

Complaint – a complaint made by the Buyer via Letter of Complaint Form / Return Form in case the received AIS Product does not conform to the Purchase Order or it is defective.

Delivery Time – time from the date of placing the Purchase Order and receiving the prepayment until the date of dispatch, provided that the delivery of the AIS Product is subject to AIRAC cycle respectively for the period of time it has been purchased;

GTCS – General Terms and Conditions of Sale;

Letter of Complaint Form / Return Form - a form prepared and made available by PANSa for the Buyers at

www.ais.pansa.pl Recipient in order to place complains and return the AIS Products

Recipient - the Buyer or other entity designated by him to whom the AIS Products are to be dispatched or delivered;

Offer – Price List of the available AIS Products as issued on the Order Form;

Order Form – a form prepared and made available by PANSa for the Buyers to place a Purchase Order for the Publications;

PANSa Collection Point – the pick-up point (run by PANSa) in Warsaw, ul. Wieżowa 8, wherefrom the ordered AIS Products may be collected personally;

Purchase Order –The list of AIS Products selected on Purchase Order Form by the Buyer who specifies the type and number (in pieces or sets) and accepts their prices.

I. Placing Orders

1. The Offer is featured on the Purchase Order Form which is available at: www.ais.pansa.pl .
2. The Buyer places an order for the AIS Products via the Purchase Order Form. Any additional information about placing orders for the AIS Products, if required, is available at: ais.poland@pansa.pl .
3. The Buyer fills in the Order Form by:
 - a. selecting the AIS Products;
 - b. specifying the quantity;
 - c. selecting the method of delivery of the Purchase Order and indicating the name of the Recipient, delivery address and ID of the Buyer to be issued on the invoice;

4. After forwarding the filled-in Order Form, the Purchase Order Confirmation with the Purchase Order Number and expected time of delivery is received by the Buyer on his email address.
5. Once the filled-in Order Form is sent by the Buyer from the website: www.ais.pansa.pl and it is received by the Seller and the amount due is credited in full (the total value of the Order and delivery costs) on the Seller's bank account indicated in Purchase Order Confirmation , the Purchase Order start-up shall begin.
6. Should any errors be given in the Purchase Order, the Seller shall call the Buyer for correction or supplement. The Buyer is obliged to revise the Purchase Order within 3 business days, otherwise the order shall be suspended.
7. In case the ordered Publications are unavailable in full or in part, the Seller shall inform the Buyer about Purchase Order cancellation or postpone the delivery time. Then the Buyer is obliged to confirm a partial delivery or cancel the Purchase order in full by emailing into: ais.poland@pansa.pl .
8. If the ordered AIS Products are unavailable and the Purchase Order is un processable, the Seller is obliged to refund the prepayment within 21 (twenty-one) calendar days upon receipt of the Purchase Order cancellation in full or in part by the Seller.
9. All correspondence referring to the Purchase Order shall be forwarded to the Seller by e-mail to: ais.poland@pansa.pl .
10. For every Purchase Order an invoice is issued and dispatched to the Buyer by a separate letter or in an electronic form.

II. Price List of AIS Products and Delivery cost

1. The Price List of AIS Products is featured on the Order Form.
2. Each price of the AIS Products is valid at the time of placing the Purchase Order by the Buyer.
3. The Seller reserves the right to update the Price List. In case the Price List is changed while the Purchase Order is under processing, the prices as per the Purchase Order remain binding on the date of the order placement.
4. The Buyer is obliged to settle the prepayment in full within 5 days upon placing the Purchase Order. The prepayment is settled upon crediting the Seller's bank account indicated in the Order Form. Lack of payment within 5 days upon placing the Purchase Order shall result in the Purchase Order cancellation by the Seller.
5. The delivery cost shall be added to the Seller's invoice in accordance with the postage rates on the Order Form. The Purchase Order is being processed pursuant to the terms selected by the Buyer and available in the Order Form.

III. Purchase Order Processing

1. The Purchase Order is delivered by the PANSA subcontractor to the Recipient's address as specified by the Buyer.
2. Other term of delivery than available in the Order Form may be accepted provided it is agreed between the Seller and the Buyer by e-mailing to: ais.poland@pansa.pl.
3. The Purchase Orders for updates of AIS Products are being processed cyclically (in line with AIRAC cycle) within the period of time they have been purchased for.

IV. Terms of payment

1. Payment is required to be settled by wire transfer only on the Seller's bank account as indicated in the Order Form.
2. Any bank charges referred to the prepayment for the Purchase Order shall be borne by the Buyer.
3. To identify a payment with the Purchase Order, the Buyer shall indicate the Purchase Order Number in the title of wire transfer, i.e.: 'AIS Products – Purchase Order No.'

V. Complaints

1. The Buyer is obliged to check the items and quantity upon receipt of the Purchase Order Confirmation and verify the address details.
2. The Buyer reserves a right to complain if the received AIS Product does not conform to the Purchase Order or it is deficient.
3. The complaint should be placed immediately after the notice of discrepancy or deficiency by the Buyer and forwarded into ais.poland@pansa.pl via Letter of Complaint Form/Return Form.
4. If the Recipient receives a defective AIS Product or the AIS Product does not conform to the Purchase Order, the Buyer shall send it back to: Polish Air Navigation Services Agency (PANSA), Aeronautical Information Management Department, 02-147 Warszawa. Wieżowa 8. The returned AIS Product is required to be accompanied by the filled-in Letter of Complaint/ Return. The postal costs of the returned AIS Product shall be borne by the Buyer. The Seller shall not accept any cash on delivery mail returns.
5. The complaints are investigated within 14 days upon collection of the returned AIS Product by the Seller. If the complaint is accepted, the incomplete or defective AIS Product shall be completed or replaced with a defect-free one and dispatched to the Recipient at the Seller's cost.

VI. Purchase Order Withdrawal

1. The Buyer reserves a right to return the AIS Product without giving a cause of return within 14 calendar days of the date of collection. The returned AIS Product must be complete and in original packing. The Publication which has been sealed against opening cannot be returned without sealing and original packing. The postal costs of the returned AIS Product shall be borne by the Buyer. The Seller shall not accept any Collect on Delivery mail returns.
2. The right to withdraw from the Purchase Order does not apply to the Purchase Order for Aeronautical Chart of Poland ICAO 1:500 000 – customized unlaminated sheet (selected extract) that needs customization pursuant to the Buyer's specifications.
3. The returned Publication is to be accompanied by the filled-in Return Form.
4. The money refund shall be made within 14 calendar days upon the collection day by the Seller. The postal costs are non refundable.

VII. Personal Data

1. In accordance with Article 13 (1) and (2) of the General Regulation on the Protection of Personal Data of 27 April 2016, I inform you that the Controller of personal data is the Polish Air Navigation Services Agency, Wieżowa Street 8, 02-147 Warsaw. Contact to the Data Protection Officer: inspektorochronydanych@pansa.pl
2. Your personal data will be processed for the purpose of selling non-navigation services and this processing is necessary for the performance of the contract to which you are a party (GDPR Article 6 (1) (b)).
3. Your personal data will also be processed for the purpose of debt collection. This processing is necessary for the performance of the contract to which you are a party (GDPR Article 6 (1) (b) and results from the legitimate interest of the controller, which is to ensure the settlement of receivables (GDPR Article 6 paragraph 1 letter f).
4. Your personal data will be processed in connection with the received Product Complaint and Return Form, based on the legitimate interest of the controller (GDPR Article 6 paragraph 1 letter f) which is the handling of complaints and product returns. This processing also is necessary for compliance with a legal obligation to which the controller is subject (GDPR Article 6 paragraph 1 letter c) specifically by the regulations of the Polish Consumer Rights Act.
5. Your personal data will be processed for the period provided for by law and the duration of the contract, and then for the time necessary to defend against possible claims.
6. Your personal data may be transferred to providers of IT systems and services and may be made available to authorized entities upon documented request. Your personal data may also be transferred by the Administrator outside the European Economic Area, depending on the service you purchase. In addition, such a transfer may also be carried out in Microsoft as a Microsoft 365 service provider as part of the use of global cloud services. Microsoft carries out the transfer outside the EEA using security mechanisms based on standard contractual clauses in accordance with Article 46(2) of the GDPR.

7. To the extent arising from the GDPR and with the limitations indicated therein, you have the right of access to the content of your data and the right to rectification, erasure, restriction of processing, the right to data portability, the right to object. You also have the right to lodge a complaint to the Personal Data Protection Office located at Stawki Street 2 in Warsaw. More information available at www.uodo.gov.pl.
8. Your personal data will not be processed in an automated manner and will not be subject to profiling.
9. Providing your personal data is a necessary condition for using the service, and the consequence of not providing them will be the inability to use it.

VIII. Final Provisions

1. Any disputes which may arise out of the GTCS or their interpretation shall be settled in good faith endeavor by the Parties. Should a conciliatory settlement be not reached, any Party shall submit to the jurisdiction of the common court appropriate to the place of the defendant.
2. The Civil Code, Act on specific terms and conditions of consumer sale and amendments to the Civil Code, Act on the protection of certain consumer rights and liability for damage caused by a dangerous product shall apply to the matters not governed by GTCS herein.
3. The Sellers reserves a right to revise GTCS.
4. GTCS are effective from the date of publication on website: www.ais.pansa.pl.