

TERMS AND CONDITIONS

of sending VAT invoices by means of electronic channels for Hamilton e-invoice
(effective as of 1 April 2022, as amended)

Chapter I. General provisions

1. This document, the Terms and Conditions of Sending VAT Invoices by Means of Electronic Channels – Hamilton e-invoice (hereinafter: the Terms and Conditions), specifies the rules of sending and making available VAT invoices to the Recipients in electronic form.
2. The service is provided by J.S. Hamilton Poland Sp. z o.o., ul. Chwaszczyńska 180 in Gdynia (81-571), entered in the National Court Register kept by the District Court for Gdańsk Północ in Gdańsk, 8th Commercial Division of the National Court Register, under number 0000778120 (hereinafter: the Issuer), Statistical ID No (REGON): 002893048, Tax ID No (NIP): 586-000-60-39.

Chapter II. Definitions

1. Recipient – a legal person, an organisational unit without legal personality, a natural person using the services of companies from the capital group to which J.S. Hamilton Poland Sp. z o.o. belongs.
2. Customer Panel – a website owned by J.S. Hamilton Poland Sp. z o.o., dedicated to customers for the full use of services, e.g. placing an order, downloading files.
3. Hamilton e-invoice (hereinafter: the 'Service') – an electronic invoice in any electronic format issued, sent and made available in accordance with the Act of 11 March 2004 on the Goods and Services Tax (Journal of Laws 2020, item 106, as amended).

Chapter III. Description of the Service and terms of its provision

1. Hamilton e-invoice consists in sending invoices issued to the Recipient for the sale of goods and services, in PDF format, via e-mail to the address indicated by the Recipient, and making them available for download via the Customer Panel. Downloading an e-invoice is conditional upon the Customer having an active account in the Customer Panel. An electronic invoice is sent from the following address: e-hamilton@jsh.com.pl. If the e-mail address changes, the Issuer will inform the Recipient about this fact. Changing the e-mail address does not require amendment of the Terms and Conditions.
2. The sending and making available of VAT invoices to the Recipient by means of electronic channels replaces the sending of invoices in paper form and does not entail additional fees charged to the Recipient.
3. The Recipient can use the Service provided that:
 - a. the Recipient gives his/her consent to the sending and making available of VAT invoices by means of electronic channels and this consent is positively verified by the Issuer,
 - b. the Recipient indicates an e-mail address to which e-invoices will be sent,
 - c. the Recipient has access to an electronic device with an Internet browser installed and the Internet connection. The Internet browser requirements: FireFox version 72 or higher, Google Chrome version 79 or higher, Opera version 66 or higher, Safari (macOS) version 13 or higher;

- d. other system requirements are fulfilled: installed Adobe Acrobat Reader (DC or higher), enabled JavaScript, enabled cookies.
4. The consent referred to in item 3a of Chapter III may be given in the following manner:
- a. electronically – by providing an e-mail address in the form placed in the Customer Panel; following a positive verification of the Recipient and activation of the service, the Recipient will receive a message confirming activation of the service to the e-mail address indicated by the Recipient. The message will be sent from the following address: e-hamilton@jsh.com.pl;
 - b. in writing – by sending a previously signed consent form to the address indicated on the invoice;
 - c. electronically – upon sending to the following address: e-hamilton@jsh.com.pl a scan (or a photograph) of the previously completed and signed consent form, provided that the Recipient ensures that the data contained in the data form are authentic and legible. The scan (or the photograph) of the form should be clear and legible, so that there is no doubt as to the content of the document.

Chapter IV. Provision and performance of the Service

- 1. Electronic invoices will be issued starting from the business day following the positive verification of the Recipient's consent by J.S. Hamilton Poland Sp. z o.o., as referred to in item 3a of Chapter III.
- 2. Corrective invoices, duplicate invoices and any other information concerning invoices will also be sent in electronic form, but J.S. Hamilton Poland Sp. z o.o. reserves the right to send the aforementioned documents in paper form, in particular if formal or technical obstacles make it impossible to send and make available the e-invoice. The invoice will then be issued in paper form and delivered by post.
- 3. The Recipient undertakes to maintain an active e-mail address referred to in item 3b of Chapter III.
- 4. If the Recipient indicates in the Customer Panel the address for e-invoice communication, other than that indicated in item 3b of Chapter III, the Issuer will enter this address into its IT systems in order to contact the Recipient with regards to receivables.
- 5. The Issuer and the Recipient undertake to store e-invoices until the expiry of the limitation period for tax liabilities.
- 6. J.S. Hamilton Poland Sp. z o.o. will not bear any negative consequences of the failure to collect an e-invoice by the Recipient, if it is sent to the e-mail address indicated by the Recipient, about the change of which the Recipient did not inform J.S. Hamilton Poland Sp. z o.o.
- 7. An update of the e-mail address can be submitted by the Recipient through the service channels indicated in item 4 of Chapter III. If it is impossible to send an e-invoice due to an e-mail address incorrectly provided by the Recipient, the Service will be deactivated, which will result in sending invoices in paper form until the Service is activated again by the Recipient.
- 8. If formal or technical obstacles occur that make it impossible to issue and send invoices in electronic form (also in the case of withdrawal of this acceptance), then invoices will be issued and sent in paper form.

9. The Recipient's consent to making invoices available by means of electronic channels means resignation from receiving invoices in paper form.
10. Complaints concerning the Service may be filed:
 - a. by phone at the Hotline number +48 58 766 99 00,
 - b. in writing to the address indicated on the invoice.
11. Consideration of queries, comments and complaints related to the provision of the Service will take place in electronic or written form within 14 days from the date of acceptance of the notification.
12. J.S. Hamilton Poland Sp. z o.o. reserves the right to amend these Terms and Conditions for important reasons. Important reasons include, in particular, the need to comply with the applicable provisions of law, recommendations/decisions of public administration bodies, improvement of service functionality, improvement of the security of the services provided. If these Terms and Conditions are amended, the Recipient will be informed of the amendments to the indicated e-mail address or in writing. If the Recipient does not agree to the amendments introduced, the Recipient will have the right to resign from the service.
13. J.S. Hamilton Poland Sp. z o.o. acts as the controller of the Recipient's personal data.
14. The Data Protection Officer can be contacted electronically: iodo@hamilton.com.pl; by phone: 48 725 389 343; or by post: J.S. Hamilton Poland Sp. z o.o., Inspektor Danych Osobowych, ul. Chwaszczyńska 180, 81-571 Gdynia.
15. The Recipient's data will be processed for the purpose of performing the service on the basis of the consent (Article 6(1)(a) of the GDPR) and for the purpose of pursuing a legitimate interest of companies from the capital group to which J.S. Hamilton Poland Sp. z o.o. belongs consisting in a possible establishment or pursuit of claims (Article 6(1)(f) of the GDPR). Personal data will be processed until the consent is withdrawn and for the period of limitation for potential claims. The consent may be withdrawn at any time. Withdrawal of consent will not affect the lawfulness of processing carried out prior to its withdrawal. More information about the processing of the Recipient's personal data can be found on the website at: <https://hamilton.com.pl/o-nas/polityka-prywatnosci/>.
16. The provisions of the Act of 11 March 2004 on the Goods and Services Tax (Journal of Laws 2020, item 106, as amended) and the provisions of the Civil Code Act of 23 April 1964 (Journal of Laws 1964, No 16, item 93, as amended) will apply in matters not included in these Terms and Conditions.