



Krakman P. Kieपुरa, K. Michalik sp.k.

Pollanki 18, 30-740 Krakow, Poland

VAT Number: PL6793082897

[www.taiwangun.biz](http://www.taiwangun.biz)

## Wholesale Store Terms

Please read the following Wholesale Store Terms ("Terms") carefully. They constitute the framework agreement regarding business relationship and wholesale conducted through the Taiwangun.biz online platform ("Wholesale Store"), between your company ("Buyer", "Partner", "you") and us, the company under the name of Krakman P. Kieपुरa, K. Michalik sp. k. ("Krakman", "We", "Seller"), located in Poland (Pollanki 18, 30-740 Krakow, Poland; tel. +48 123626134; e-mail: [krakman@taiwangun.com](mailto:krakman@taiwangun.com)), added to the Register of Entrepreneurs by the District Court of Kraków – Śródmieście, XI Commercial Department under KRS 567135, REGON 122593008, VAT PL6793082897.

### Account registration & verification

The Wholesale Store is intended **for business to business transactions (B2B)** - for companies that make purchases directly related to their business activity (professional nature of contracts). Gaining access to the Wholesale Store requires **registering a free account**. Please use your company e-mail address as you sign up.

We verify the data provided by you during the registration process and we check it against official business and tax registries. We may ask you to provide additional documentation that would confirm your business status, tax numbers or VAT status.

In addition, we would like to inform you that **only retail store is intended for entrepreneurs with consumer rights**. Accounts created by entrepreneurs with consumer status will not be activated - they will not gain access to the Wholesale Store. In particular, this applies to sole proprietorships or entities without legal personality, for whom the offered product range is not of a professional nature, due to the subject of business activity established on the basis of official registers.

Upon successful verification your account will be activated, granting you full access to the Wholesale Store, as well as the possibility of placing orders. This will happen within two business days from obtaining all the necessary information and you will receive an appropriate notification via e-mail.

## Minimum order value

Wholesale is available at a **minimum order value of approx 650 EUR net**, which is converted to the appropriate currency.

Krakman, at own discretion, may decide to allow exceptions and may lower the minimum order value for individual Partners. This may, however, affect the offered wholesale prices.

Adjusting the minimum order value does not require changing these Terms. The binding value, based on the current currency exchange rates, will be visible in the shopping cart.

## Prices and local taxes

The prices at the Wholesale Store, as well as any local taxes rates, depend on the destination country, which you select as you register your account.

- **Poland:** Gross prices, including VAT. You will receive a 23% VAT invoice.
- **European Union:** If your EU VAT number is active as evidenced in VIES system, you will receive a 0% VAT invoice (Intra-Community Supply of Goods) and you will see net prices, not including VAT. If your EU VAT number is inactive, you can still make purchases with gross prices, including VAT.
- **Other countries:** Paying any local taxes or duties is the responsibility of the Buyer importing the goods. The amount will differ depending on the regulations in the given country. Please contact the local customs authorities for more details regarding customs, duties and import taxes.

## Limits of quantity

As the order is being completed, stock availability is verified one final time. In case a quantity correction is necessary, the order will be fulfilled partially and the Buyer will be notified and refunded for the unavailable items.

Some merchandise may have a MOQ (Minimum Order Quantity) requirement. This is usually related to low price per unit or to specific packaging methods.

Please note that some products may not be available in the Wholesale Store. In addition, products offered at wholesale prices may have an upper limit of quantity available for wholesale purchases. If the

quantity limit at the Wholesale Store is exhausted, the Buyer may still purchase the product at the retail store (Taiwangun.com).

## **Pre-orders & backorders**

Products marked as pre-order or backorder may be available to be purchased with delayed fulfillment. The delivery time of such orders will be extended accordingly. The payment will be due before the expected delivery of the products to Krakman. Approximately 14 days prior to the expected delivery to Krakman, the Buyer will receive a reminder about the payment.

Seller makes every effort to meet the planned dates and deliver products within the estimated time, however delays may arise. The Buyer may resign from the order and cancel it at any point until the fulfillment starts. Seller takes no responsibility for any damages that may occur due to such delays.

## **Billing, payments, invoices**

The default payment method at the Wholesale Store is prepayment via a bank transfer.

Other payment methods may be available for small orders (e.g. online payments, cash on delivery) or upon individual agreement with the Partner.

Prepayment orders that are awaiting payment will have the reservation of stock released after 3 days. After 5 days from their placement, unpaid prepayment orders will be canceled.

The Partner receives an invoice in PDF format sent to an email address. Invoices subject to the KSeF obligation are issued as e-invoices in the Polish National e-Invoice System (KSeF). For invoices issued in KSeF, the PDF visualization sent includes a QR code and a KSeF number, enabling verification of the e-invoice in the KSeF system.

## **Placing orders**

All content available at Taiwangun.biz, including images, descriptions and prices does not constitute an offer as defined by the Polish Civil Code. Placing the order by the Buyer is understood as making an offer as defined by the Polish Civil Code.

Placing an order will be followed by receiving an automatic e-mail summary. This e-mail does not constitute accepting the order and confirming the offer by Krakman.

Concluding the sales agreement between Krakman and the Buyer takes place when the Buyer receives an e-mail message informing that the fulfillment has begun.

## **Editing orders**

Buyer can cancel or make changes before its fulfillment has begun. Please contact us in such situations and we will do our best to help.

## **Fulfillment and shipping**

The standard fulfillment time is counted from the moment of booking the payment on our account. It may be extended, especially in the case of large, multi-position orders. In such case the Buyer is notified accordingly.

Shipping costs are covered by the Buyer. The Buyer will be provided with the tracking number, allowing them to track the package. Krakman reserves the right to select the carrier or to adjust such selection.

## **Courier shipping**

Standard orders will be packed for shipping within 1-7 business days, counted from the day of receiving the order confirmation.

The shipping costs are calculated at the stage of placing the order and depend on the weight of the products. These costs are covered by the buyer as a lump sum.

## **Pallet shipping**

Orders requiring pallet shipping are prepared for shipment within 3-10 business days counted from the day the order was confirmed.

Depending on the destination country and the weight of the packages, the shipping costs are calculated either at the stage of placing the order, or afterwards, individually, in which case they are presented on the proforma invoice.

## **Self pick-up**

Should the Buyer opt for self pick-up or for arranging the transport themselves, the moment of collecting the package(s) from Krakman by the Buyer, or the third-party designated by them, is the moment of the delivery. At this point the responsibility for further transport is shifted to the Buyer. These conditions are in accordance with Incoterms EXW Kraków, Poland.

## **Modifying replicas and other services**

On the Buyer's request, the Seller may perform additional services or modifications of selected items within a limited scope, which includes, for example, adjusting the muzzle velocity (FPS).

All such modifications and services will involve disassembling the product, which may leave permanent marks (such as marks made by a screwdriver or by pulling two elements apart). The Buyer confirms that no claims will be made because of this.

## **Complaints & claims**

### **Undelivered parcels**

Krakman is not responsible for parcels delivered to the wrong address, if said address was provided by the Buyer. We make every effort to verify the shipping addresses, but it is the Buyer's responsibility to provide correct and comprehensive shipping address information.

If the parcel is returned to the sender due to an incorrect address, due to the failure of paying due duties or taxes upon import, or due to the refusal of the package by the Buyer, the Buyer may be charged for the return shipping, for the duties or taxes due, if they were pre-paid by the carrier, as well as for the second shipping from Krakman to the Buyer (if applicable).

If the non-delivery is a result of an error on the Seller's or the carrier's side, the cost of a second shipping is covered by the Seller.

### **Damaged parcels**

If the parcel appears to be damaged, ask the courier to fill out the relevant damage report form. A copy of this form, together with photographic evidence, should be sent to us via [krakman@taiwangun.com](mailto:krakman@taiwangun.com) on the same day.

### **Fulfillment errors**

Any discrepancies between the ordered and the received products (quantity, color, model, variant, etc.), should be reported immediately upon receipt, no later than 3 business days after the delivery.

## Faulty goods

As a general rule, Krakman does not perform warranty and maintenance service for Partner's retail customers, as this is the responsibility of the Partner.

As we are oriented towards long-term and mutually beneficial business relations with our Partners, Krakman may, upon individual arrangements, assist the Partner in terms of providing spare parts or maintenance and repair service, which may be paid separately.

Please **fill in the complaint form** to file a faulty goods claim. You can also submit such claim via [krakman@taiwangun.com](mailto:krakman@taiwangun.com) or in writing to Krakman's address.

The complaint should clearly state the Buyer's demand, as well as it should describe the nature of the problem and the circumstances in which the problem was detected. The Store's customer service may ask for additional information, depending on the nature of the problem.

Claims will be reviewed within 14 days of receiving them. If the nature of the claim requires inspecting the product, the Seller will inform about such requirement and the Buyer will be obliged to securely pack and send the product to Krakman.

The Buyer covers the shipping cost and cash on delivery packages will not be accepted. Krakman covers the cost of shipping the products back to the Buyer if the claim proves to be valid.

Repairs and verifying faults may leave visible marks (e.g. due to using a screwdriver or sliding two elements apart). The Buyer acknowledges that such marks can not be a basis of any claims.

Merchandise that remains unclaimed by the Buyer after the date specified in a notification from the Seller is stored by the Seller at the Buyer's expense, beginning from the day following the specified date. The amount is based on the market value of such storage and is equal to 90 PLN per month for every full month of storage and 1/30th of this amount for each day, if the item is not stored for a full month.

The Buyers at the Wholesale Store are companies that make purchases directly related to their business activity (professional nature of contracts), however, in unregulated matters, complaints are considered in accordance with the provisions of the Polish Civil Code (articles 556 - 576).

## Merchandise

We do not sell firearms. All the products visible in our offer (which may resemble firearms in name, appearance or description) are replicas meant for recreational use, particularly for airsoft games. Likewise, the remaining part of the products, including optics and tactical gear, are also replicas of their counterparts.

Replicas may differ from their real counterparts (in materials, functionality, specification, mode of operation or other characteristics) and such differences do not constitute valid complaints.

Some of the offered products may include batteries or compressed gas containers. By purchasing such products, the Buyer confirms that he/she understands that the use and storage of such items involves risks and requires special precautions.

Products sold at our store are meant for adults only.

## **Privacy policy**

Please familiarize yourself with the [privacy policy](#) to see the extent to which we gather and process data.

## **Product reviews, other content**

In the Wholesale Store, Partners cannot add their own content, such as product reviews.

## **Content licensing**

We encourage our Partners to use photographs, model names and technical specifications of the products (such as dimensions, capacity, etc.) for creating product pages at their own online stores. These Terms serve as a non-exclusive license for the Partner to use these materials for the purpose of reselling the products for as long as the Partner is in a business relationship with Krakman.

We ask the Partners to create their own product descriptions. Translations or paraphrases of these descriptions are allowed, but not direct copying. Direct copying of the product descriptions or their significant fragments from the Taiwangun.biz website negatively impacts the visibility in search engines of both our website and yours. Krakman does not, therefore, license product descriptions and any exception to this rule requires a separate, written agreement.

## **Newsletter**

Partner who has given Krakman consent to receive commercial and marketing content may receive marketing content, e.g. e-mails (newsletter).

The granted marketing consent may be withdrawn at any time by changing the settings in the Partner's account or by clicking on the appropriate unsubscribing link in the marketing message.

## **Account termination**

The prolonged inactivity at the Wholesale Store may result in closing Partner's account and in losing access to the Wholesale Store. These measures will be taken in particular if the Partner fails to place any order within 6 months of registering their account, if the Partner fails to place any orders within 18 months from the last order, or if the Partner's contact information (including e-mail and website addresses) becomes invalid. Restoring access to the Wholesale Store will require additional verification.

Additionally, the account will be closed after the business agreement is terminated by either Krakman or the Partner with a 3 month notice.

The content license is voided once the account is closed.

## **Miscellaneous provisions**

Currency exchange rates, prices, product descriptions, photos, promotions and any other element of the website's content, as well as any aspect of the offered service, may be changed without any prior notice and at any given time. The state of the website and of all its contents at the moment of placing the order is considered binding.

We make every effort to ensure that all the information visible at the [Taiwangun.biz](http://Taiwangun.biz) website is updated, complete and correct, however we cannot guarantee that this is always the case.

As any website, [Taiwangun.biz](http://Taiwangun.biz) is vulnerable to unforeseen technical issues, glitches or errors. We reserve the right to cancel any orders containing irregularities (e.g. in prices, quantity or other) which were a result of such glitches or errors.

Any changes to these Terms apply to User activity after the given change, including orders placed after the change. If the Terms were changed, the User confirms accepting the current terms after placing a new order or during other activity on the website. Orders placed before changing the terms are subject to the Terms being in force at the time of placing the order.

If you have any questions, please e-mail us at [krakman@taiwangun.com](mailto:krakman@taiwangun.com).

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