

## GENERAL TERMS AND CONDITIONS OF SALE for consumers

### I. APPLICATION:

- The General Terms and Conditions of Sale define the rules of concluding contracts for the sale of goods and services offered by EUROBAND Spółka z ograniczoną odpowiedzialnością Spółka komandytowa), ul. Składowa 13, 62-600 Koło, entered in the register of the National Court by the Regional Court of Poznań – Nowe Miasto and Wilda in Poznań, 9th Economic Division as KRS no. 0000733114, NIP (VAT number): 8341826662, REGON: 100384836 hereinafter referred to as **EUROBAND**).
- Contact details:
  - mailing address: ul. Składowa 13, 62 -600 Koło, Poland;
  - e-mail address [biuro@euroband.pl](mailto:biuro@euroband.pl)
  - Phone number +48 63 272 40 90
- The General Terms and Conditions of Sale, hereinafter also referred to as "GTCS" ("OWS" in Polish), constitute an integral part of all contracts of sale and services concluded with natural persons not conducting business activity (consumers), unless the parties make different arrangements in writing or electronically.
- The General Terms and Conditions of Sale constitute an integral part of the order placed by the Buyer. GTCS and its annexes are published on the EUROBAND website for the Buyer's information: [www.euroband.pl](http://www.euroband.pl) in a form that allows them to be downloaded and used by the Buyer.
- These GTCS exclude the use of any other contract templates, in particular other general terms and conditions of sale, contract templates and regulations.
- These GTCS shall apply to all matters not regulated in the contract between EUROBAND and the Buyer, and in the event of conflict between the provisions of GTCS and the contract, the provisions of the contract shall apply.
- In addition to the provisions contained in these GTCS, EUROBAND allows for the possibility of concluding individual agreements and reserves the right to accept orders in part or to reject them without giving any reason.
- The EUROBAND warehouse is based in Koło (62-600) at ul. Składowa 13.
- Refusal to accept GTCS entitles EUROBAND to refuse to conclude the contract.
- EUROBAND is obliged and undertakes to provide services and deliver items free from defects.

### II. DEFINITIONS AND INTERPRETATION:

For the purposes of the GTCS, the following terms shall be assigned the following meanings:

- Buyer or Consumer** - a natural person who has full legal capacity, being a consumer within the meaning of the applicable regulations.
- Complaint form** - a print prepared by EUROBAND with the help of which the Buyer submits his claims related to the defectiveness of goods, made available via the website [www.euroband.pl](http://www.euroband.pl)
- Force Majeure** - any unexpected or extraordinary event beyond EUROBAND's control, which may be in particular: (a) an incident of chance, fire, explosion, landslide or earthquake, storm, hurricane, flood or other weather conditions; or war (whether declared or not), revolution, civil or military action, civil or military disturbance, blockage, embargo, commercial sanctions, act of terrorism, sabotage or civil commotion; or limitations caused by epidemics or quarantine; or (b) the restriction, non-performance or interruption of the supply of labour, services, supplies of Goods, media or facilities, interruption of technical or information systems, including due to acts or omissions of third parties; or (c) unavailability or disruption of normal modes of transport of Goods; (d) interruption of banking systems or significant disruption of financial markets; or (e) strike, lock-out or labour dispute, whether or not EUROBAND is a party to them respectively or is likely to affect their termination;
- Parties** - means the Buyer and EUROBAND together;
- Goods** - movable property sold to the Buyer, offered by EUROBAND;
- Contract** - a contract of sale, delivery or other similar contract, named or unnamed, concluded between the Buyer and EUROBAND, pursuant to which the Buyer purchases the Goods from EUROBAND.

### III. OFFERS, CATALOGUES, DIMENSION TOLERANCES

- Offers, advertisements and other product announcements offered by EUROBAND are for informational purposes only and do not constitute an offer. Patterns, diagrams and drawings enclosed to the offer by EUROBAND are for illustrative purposes only.
- The Parties allow for the possibility of discrepancies in the dimensions indicated in the offer or order and the delivered goods. The dimensional tolerance table is an integral part of these GTCS

Dimension tolerance for transmission belts and conveyor belts									
Width					Length				
<50mm	<51 - 200 mm	<201 – 800 mm	<801 - 2.400 mm	> 2.401 mm	<1000mm	1001-3000mm	3001-10000mm	10001-20000	>200001mm
±1mm	±2mm	±4mm	±6mm	±8mm	±8mm	±15mm	±30mm	±50mm	±0.4%

  

Dimension tolerance for timing belts and coverage				
Width	Length	Coverage thickness	Milling width	Hole diameter
±0.5mm	±0.5mm	±0.5mm	±0.5mm	±0.5mm

  

Special dimension tolerances on request				
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### III. AN ORDER:

- The buyer places an order to EUROBAND in an electronic form to the e-mail address in the domain name [euroband.pl](http://euroband.pl). EUROBAND accepts the possibility of confirming the acceptance of the order for execution in any form, including in writing or by e-mail.
- In the order, the Buyer is obliged to state the trade number of the goods, which is valid in EUROBAND on the day of placing the order. Incomplete information about the ordered goods may result in an extension of the order completion time.

#### **IV. CONCLUSION OF THE CONTRACT:**

1. In order to conclude a contract, EUROBAND must confirm the acceptance of the order for execution. No reaction from EUROBAND shall be considered as acceptance of an order for performance or conclusion of a contract. Confirmation by EUROBAND that an order has been received does not mean under any circumstances that the order has been accepted for processing.
2. EUROBAND's declaration of acceptance of an order subject to changes or additions that do not change the essence of the order shall be deemed to be its acceptance, taking into account the reservations contained in the declaration, unless the Buyer withdraws the order within 1 business day from the day on which the declaration is submitted by EUROBAND.
3. EUROBAND shall provide the GTCS to the Buyer prior to the conclusion of the contract. The Parties conclude a contract on the terms and conditions provided for in the order confirmation, where a provision on the application of GTCS EUROBAND to the contract is concluded.
4. An order should be submitted by the Buyer not later than within 30 days from the date of delivery of the EUROBAND offer to the Buyer.
5. All statements, warranties, promises and guarantees made orally by EUROBAND's employees or representatives in connection with the submission of an offer, order confirmation or the conclusion of a contract are not binding and may not give rise to any claims against EUROBAND.

#### **V. DELIVERY:**

1. Orders are carried out in Poland, and with the prior consent of EUROBAND also abroad.
2. If EUROBAND confirms acceptance of the order, the planned delivery date for information purposes will be given.
3. EUROBAND shall not be liable for delays excluding delivery on time, caused by reasons beyond EUROBAND's control, such as strike, lockout, bad weather, roadblocks, terrorist attack, warfare, other reasons resulting from restrictions imposed by public authorities in the whole or part of the country. EUROBAND shall not be held liable for Force Majeure.
4. EUROBAND shall not be liable for delays resulting from events in the production process or in the process of organizing delivery and transport, at the same time it is obliged to notify the Buyer of such delays. In such cases, the buyer has the right to withdraw from the contract.
5. The Buyer is obliged to collect the goods immediately after notification of their availability in the EUROBAND warehouse, not later than within 10 working days from the date of notification.
6. The place of receipt of goods is the EUROBAND headquarters.
7. If the sold goods are to be delivered to the place indicated by the Buyer, the release of the goods shall take place upon entrusting the goods by EUROBAND to the carrier/courier.
8. The buyer is obliged to collect the goods.
9. In the event of delay in acceptance of the goods, the Buyer may be charged with storage costs, subject to other rights of EUROBAND. Each partial delivery is a separate transaction and can be invoiced separately by EUROBAND.
10. In the event that the Buyer decides to use the delivery of goods by means of transport arranged by EUROBAND, the following reciprocal regulations apply:
  - 10.1. The Buyer shall provide all necessary means to ensure that the vehicle is unloaded efficiently. EUROBAND may charge the Buyer for unjustified downtime at the Buyer's premises for more than 1 hour.
  - 10.2. EUROBAND reserves the right to change the delivery time and date if there are inconveniences beyond EUROBAND's control (traffic restrictions, weather conditions, roadblocks, etc.). In the event of the above circumstances, the Buyer will not make any complaints related to delayed delivery.
  - 10.3. Delivery date based on EUROBAND freight is realized with an accuracy of 2 working days for delivery taking place in the territory of Poland, up to 5 working days in the case of delivery outside of Poland.
  - 10.4. If it is necessary to issue EUR 1 or a certificate of origin, the delivery date shall be postponed by one working day. The Buyer is obliged to inform EUROBAND about the necessity to issue such documents no later than 3 days before the planned date of loading of the goods.
  - 10.5. EUROBAND shall not be liable for delays in delivery caused by reasons attributable to the carrier.
  - 10.6. It is the Buyer's duty to check the conformity of the goods delivered to him with the delivery document (or release of the goods) and, in the event of any irregularities, to make an appropriate entry in it.

In case of delivery in a damaged condition, the Buyer is obliged to fill in the damage protocol in the presence of the driver. In the event of a delay in delivery due to reasons attributable to the sub-supplier EUROBAND, EUROBAND is entitled to extend the delivery period by the time required to complete the order.

#### **VI. DELIVERY AND PASSING OF RISK**

1. The risk of loss of or damage to the goods shall pass to the Buyer at the moment of handing over the goods to an authorized representative of the Buyer, or to a forwarder or carrier. In the absence of detailed agreements to be found in the Buyer's specification, delivery shall be at the Buyer's discretion and without any guarantee that the quickest and cheapest way of sending the goods will be selected. Packaging materials shall be charged to our own costs and shall not be reimbursed.
2. EUROBAND shall not be liable if the delivery of the goods is impossible or delayed for reasons beyond its control, in particular for reasons attributable to its suppliers. EUROBAND is obliged to inform the Buyer of the reasons for delay or impossibility of delivery, unless circumstances prevent such notification. If the period of delay exceeds 30 days, each party has the right to withdraw from the contract.
3. If the Buyer does not collect the goods or refuses to accept them within the specified time limit, EUROBAND shall be entitled to place the goods in the warehouse at the Buyer's expense and risk and to demand reimbursement of transport costs from the Buyer.
4. In the event that the goods are placed in the EUROBAND warehouse as a result of the Buyer's failure or refusal to collect the goods within the specified time limit, the Buyer shall be obliged to pay EUROBAND a remuneration (storage) in the amount of PLN 5 (five) net for each day of storage.
5. If the delay in collecting the goods from EUROBAND's warehouse exceeds two weeks from the date on which the goods were left at the Buyer's disposal or if the Buyer refuses to accept the goods, EUROBAND shall be entitled to withdraw from the contract or to sell the goods at the Buyer's expense and risk, while retaining any other rights that the Buyer may have.

## **VII. PRICE**

1. The price for the goods will be specified each time in the confirmation of order acceptance for processing.
2. The prices quoted by EUROBAND are net prices and will be increased by value added tax at the rates in force on the date of the VAT invoice.
3. The price for the goods does not include delivery costs, which will be individually agreed with the Buyer - always before the conclusion of the contract.

## **VIII. LIABILITY FOR DEFECTS - WARRANTY**

1. EUROBAND is obliged to deliver goods without defects to the Buyer.
2. The buyer is obliged to examine the goods in terms of quantity and quality immediately upon receipt.
3. If the Buyer, after examination of the goods, finds quantitative discrepancies with the Wz delivery document, he annotates this document in writing and immediately informs EUROBAND in order to agree on the further course of proceedings.
4. The Buyer is obliged to report any quality defects of the goods in writing or electronically, not later, however, than within 7 working days from the date of receipt of the goods. In order to meet the deadlines, a notice of defects in the goods must be sent to EUROBAND's e-mail address or by post before the expiry of the deadline.
5. The disputed goods should be reported on a standard EUROBAND form together with photographic documentation showing the defects. The form can be found on the following website [www.euroband.pl](http://www.euroband.pl). EUROBAND shall be relieved of any liability under warranty if the Buyer was aware of a defect at the time of concluding the contract, placing an order, submitting an offer, providing an Order Acceptance Document or a Goods Delivery Document - Wz Delivery Proof.
6. In the event of detection of the defects referred to in item 4 and a justified notification, EUROBAND undertakes to replace the purchased goods with goods free from defects or remove the defect. In such cases, the goods shall be replaced immediately if the defect-free goods are available in EUROBAND's warehouses. Otherwise, the replacement will be made within 3 months from the date of notification of the defect. In the case of failure to deliver defect-free goods within the aforementioned time limits, the Buyer shall have the right to withdraw from the contract for the execution of his order. The Buyer who, despite the revealed defects, accepts the goods as meeting his requirements, may demand a reduction in the price.
7. EUROBAND may refuse to rectify a defect if it requires excessive costs.
8. If, due to a physical defect in the goods, the Buyer withdraws from the contract for the execution of his order or demands the delivery of defect-free goods instead of defective goods, the Buyer shall return the goods in consultation with EUROBAND in advance.
9. EUROBAND shall be liable under warranty if a physical defect is discovered within two years from the date of delivery of the goods to the Buyer.
10. The Buyer's claim to remove the defect or replace the sold item with a defect-free one year after the date the defect was found, but not earlier than two years after the goods were handed over to the Buyer.
11. The Buyer shall not be entitled to withhold payment for completed deliveries if the quantity and/or quality of the goods is contested.

## **IX. GUARANTEE**

1. EUROBAND hereby grants the Buyer a guarantee of quality of proper operation of the purchased goods.
2. The guarantee for purchased goods shall be valid for a period of 12 months and shall apply from the date of issue of the invoice or invoice to the Buyer. The Buyer may not exercise the rights resulting from the guarantee until the remuneration resulting from the invoice or invoice issued to the Buyer has been paid to EUROBAND.
3. Under this guarantee, EUROBAND undertakes to remove physical defects of the purchased goods or replace them with new goods free from defects if such defects become apparent within the guarantee period. Confirmation of the Buyer's rights under the EUROBAND quality guarantee is the proof of purchase of goods (invoice or invoice).
4. In order to enforce the guarantee rights, the Buyer is obliged to provide EUROBAND with a proof of purchase of the goods (invoice or invoice) together with the damaged goods.
5. EUROBAND considers the reported defects within 14 days from the date of notification by the Buyer. In justified cases, when due to the complexity of the case or the need to perform additional examinations, EUROBAND may extend the time limit for processing the application. If it is necessary to ship the goods to the manufacturer in order to consider the defects reported by the Buyer, the deadline for processing the notification may be extended.
5. The application shall be considered by notifying the Buyer of its acceptance or disregard. The notification referred to above shall be delivered by EUROBAND to the Buyer in writing or in electronic form to the Buyer's e-mail address.
7. The replacement of the purchased goods with new goods free from defects shall take place in the event that EUROBAND finds the defect in the goods impossible to remove.
8. If the agreed terms and conditions of the order include the receipt of goods by the Buyer's means of transport, EUROBAND shall not be liable for any damage caused during loading, transport or unloading of goods. EUROBAND shall not be liable for damage caused by improper use or storage of the goods by the Buyer or for manufacturing and design errors by third parties.
9. The warranty does not apply:
  - 1) damage to the goods caused by the user as a result of improper or inconsistent use of the goods, including their installation, installation and maintenance,
  - 2) damage to the goods caused by improper use, in particular by not following the instructions for use,
  - 3) damage to goods caused by the use of inappropriate consumables,
  - 4) damage to goods as a result of unauthorized repair,
  - 5) alterations and structural changes made by unauthorized persons,
  - 6) goods used as a result of exploitation and natural processes of consumption of goods (including partially used goods).
10. EUROBAND has the right to demand the delivery of defective goods at the Buyer's expense. The Buyer declares that it will not make any claims and waives any claims against EUROBAND for downtime of goods delivered by EUROBAND, regardless of the cause of such downtime.
11. The costs of delivering the goods to EUROBAND shall be borne by the Buyer.
12. In technical disputes, the standards of the manufacturer of the purchased goods apply.
13. The guarantee is valid for EUROBAND only for the first buyer.

14. EUROBAND shall not be liable for goods used in a manner inconsistent with their intended use and technical properties, in which damage was caused by third party manufacturing and design errors and as a result of failure to observe the manufacturer's recommendations and instructions.

#### **X. RETURN OF GOODS**

1. The condition for accepting returns of goods which have been contested by the Buyer and recognised by EUROBAND is that they are undamaged, unprocessed in the Buyer's production processes and traceable. In the case of pre-packaged goods, they must be in their original, undamaged packaging.

#### **XI. COMPENSATION**

1. It is essential to observe the EUROBAND installation and operating instructions (operating instructions) provided by EUROBAND together with the goods delivered. EUROBAND's liability is excluded in the event of the Buyer's failure to comply with these instructions or the Buyer's failure to comply with legally defined conditions.
2. The Buyer declares that it will not make any claims and waives any claims against EUROBAND for downtime of goods delivered by EUROBAND, regardless of the cause of such downtime.
3. The Buyer waives any and all claims against EUROBAND in connection with downtime of the Buyer's machines and equipment.

#### **XII. PAYMENT TERMS AND CONDITIONS**

1. Invoices issued by EUROBAND are payable without any deductions within the time limit indicated on the invoice, counting from the date of their issue.
2. The consent to a deferred payment date may result from the previous cooperation with the Buyer or, in the case of a new customer, it should be preceded by an examination of the customer's financial standing and an analysis of a list of unreliable payers or otherwise accepted by EUROBAND.
3. If EUROBAND has doubts as to the Buyer's financial standing or if the Buyer delays payment for the goods already delivered, EUROBAND is entitled to withhold delivery of the goods, demanding an appropriate payment security within 3 days, and to withdraw from the contract after this period.

#### **XIII. PAYMENT DATE:**

1. The term of payment for the goods is calculated from the date of invoice or invoice. EUROBAND shall include the date of payment agreed between the parties on each invoice, bill or contract.
2. EUROBAND has the right to make the execution of an order conditional on the delivery of a guarantee by the Buyer or prepayment for the ordered goods.
3. Where the parties agree on time limits for payment for goods in instalments, any delay in payment of any of the instalments shall automatically result in the immediate payment of the balance.

#### **XIV. DELAYED PAYMENT**

1. If the amount due under the invoice has not been paid by the due date, EUROBAND will be entitled to do so:
  - 1) demand that the Buyer pays default interest at the current statutory interest rate.
  - 2) make all invoices or bills for which the payment deadlines have not yet expired become due for payment,
  - 3) demand that the Buyer pay the price before the date of delivery of the goods resulting from other orders already accepted for execution.

#### **XV. INSTALLATION AND SERVICE**

1. EUROBAND may undertake to provide installation or service on the basis of an individual valuation.
2. In the event of an unjustified request to EUROBAND as part of a complaint about the service provided, EUROBAND shall charge the Buyer with all costs related thereto.
3. EUROBAND's liability for the services referred to above shall be governed by the relevant provisions of these GTCS.

#### **XVI. DISCLAIMER OF OWNERSHIP / CONFIDENTIALITY**

1. The goods remain the property of EUROBAND until full payment for the goods sold. This reservation may not in any way modify the provision on the distribution of the burden of risk.
2. In order to enable identification of the goods, the Buyer undertakes not to remove the characteristic markings of the goods before full payment of the price. Resale or any transformation of the goods to which the reservation applies is prohibited.
3. If the Buyer sells, transforms or refuses to deliver the goods subject to reservation of title, the Buyer shall be obliged to pay EUROBAND a contractual penalty in the amount of 200% of the price of the goods.
4. The Buyer undertakes to keep confidential any commercial, financial, legal, technical and technological information obtained in cooperation with EUROBAND, which may constitute business secrets within the meaning of Article 11(4) of the Act of 16 April 1993 on Combating Unfair Competition.
5. Any confidential information, including technical, commercial, financial and cost information provided in connection with the implementation of this Agreement, may not be communicated to third parties/entities, published or otherwise disclosed during the duration of the cooperation and for a period of ten years after the termination of the cooperation.
6. If the Buyer violates the provisions of point 4 and/or 5, he will pay EUROBAND a contractual penalty of PLN 10,000.00 (say: ten thousand zloty) for each case of violation. EUROBAND has the right to demand compensation in excess of the stipulated contractual penalties.

## **VI. LAW, JURISDICTION OF THE COURT. OUT-OF-COURT METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES**

1. Legal relations with the Buyer are governed exclusively by Polish law. The place of jurisdiction of the Polish court shall be determined in respect of any dispute which may arise directly or indirectly from these provisions.
2. Detailed information concerning the possibility of using out-of-court complaint and redress procedures by the consumer Buyer and the rules of access to these procedures are available on the website of the Office for Competition and Consumer Protection at the address: [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php). There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or a mailing address: Pl. Powstańców Warszawy 1, 00-030 Warszawa), whose task is, among other things, to assist consumers in cases concerning out-of-court settlement of consumer disputes.
3. The consumer has the following exemplary means of out-of-court complaint handling and redress: a. a request for dispute resolution to a permanent consumer arbitration court (more information on the website <http://www.spsk.wiih.org.pl/>); c. assistance of a poviát (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (e.g. Consumer Federation, Polish Consumer Association). Advice is provided, among other things, by e-mail at the following address [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and the consumer helpline number 801 440 220 (helpline open on Business days, from 8:00 a.m. to 6:00 p.m., call charges according to the operator's tariff).
4. At the following address <http://ec.europa.eu/consumers/odr> a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and traders seeking out-of-court settlement of a dispute concerning contractual obligations arising from an online sales or service contract (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection: [https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php))

## **VII. THE RIGHT TO WITHDRAW FROM A DISTANCE CONTRACT**

1. A buyer who has concluded a distance contract is entitled under Article 27 of the Consumer Rights Act (hereinafter referred to as the Act) to withdraw from the contract without giving any reason and without incurring any costs, subject to point 12 GTCS below.
2. The period of withdrawal from the contract concluded at a distance is 14 days from the moment of delivery of the item.
3. The right referred to in section 1 above shall be exercised by submitting a EUROBAND statement to the address indicated in the order confirmation.
4. The Consumer may submit a declaration of withdrawal on the form, the specimen of which is attached as Appendix 2 to the Act, on the form available at <https://uokik.gov.pl/download.php?id=78> or in another written form in accordance with the Act.
5. EUROBAND will immediately confirm to the Buyer to the e-mail address (provided at the time of concluding the contract and another one, if specified in the statement submitted) receipt of the statement on withdrawal from the contract.
6. In the event of withdrawal from the contract, the contract shall be deemed not to have been concluded.
7. The Buyer is obliged to return the goods to EUROBAND immediately, but no later than 14 days from the day on which he withdrew from the contract. In order to meet the deadline, it is sufficient to send the goods back before the expiry of the deadline.
8. The buyer sends back the goods subject to the contract, from which he withdrew at his own expense and risk.
9. The purchaser shall be liable for any reduction in the value of the object of the contract resulting from its use beyond what is necessary to establish the nature, characteristics and functioning of the object of the contract.
10. Subject to the following clause, EUROBAND shall immediately, not later than within 14 days from the date of receipt of the Buyer's statement on withdrawal from the agreement, reimburse the Buyer for all payments made by the Buyer, including the costs of delivery of goods.
11. EUROBAND may withhold the return of payment until it has received the return of the goods or until the Consumer has provided evidence of the return, whichever occurs first.
12. The goods returned by the Buyer shall be packed in a manner ensuring safe transport; the goods shall be returned together with all accessories, equipment and documents attached to the goods to the EUROBAND address indicated in the order confirmation.
13. The cost of packaging and return of the goods as a result of the withdrawal shall be borne by the Buyer. At the same time, the Buyer shall be liable for any diminished value of the goods resulting from the use of the goods beyond what is necessary to determine the nature of the product, its characteristics or its functioning.
14. If the Buyer has chosen a delivery method other than the cheapest normal delivery method offered by EUROBAND, EUROBAND is not obliged to reimburse the Buyer for any additional costs incurred by the Buyer.
15. EUROBAND shall refund the payment using the same payment method used by the Buyer, unless the Buyer has expressly agreed to another payment method that does not involve any costs for the Buyer.
16. The buyer is not entitled to withdraw from the contract in the case of a contract:
  - a) for the provision of services where the trader has performed the service in full with the express consent of the consumer, who has been informed before the performance begins, that after the trader has performed the service, he will lose his right of withdrawal;
  - b) where the price or remuneration depends on fluctuations in the financial market over which the trader has no control and which may occur before the expiry of the withdrawal period;
  - c) which is manufactured to the consumer's specifications or to meet his or her personalised needs;
  - d) in which the subject matter of the service is an item that breaks down quickly or has a short shelf life;
  - e) in which the object of performance is the supply of goods in sealed packaging which, when opened, cannot be returned for health protection reasons or for hygienic reasons if the packaging has been opened after delivery;
  - f) the subject of which is goods which, by their nature, are inseparably combined with other goods after delivery;
  - g) in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the contract of sale, and which delivery may take place only after 30 days and whose value depends on fluctuations in the market over which the entrepreneur has no control;
  - h) where the consumer has expressly requested the trader to come to him for urgent repair or maintenance; where the trader provides services other than those for which the consumer has requested performance or delivers goods other than replacement parts necessary for the performance of the repair or maintenance, the right of withdrawal shall lie with

- to the consumer in respect of additional services or goods;
  - i) which has as its object audio or visual recordings or computer programs delivered in a sealed package, if the package has been opened after delivery;
  - j) for the supply of newspapers, periodicals or magazines, with the exception of a subscription agreement;
  - k) concluded by means of a public auction;
  - l) o provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, leisure, entertainment, sporting or cultural events, if the contract specifies the day or period of provision of the service;
  - m) on the supply of digital content which is not recorded on a tangible medium where the performance has begun with the consumer's express consent before the expiry of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.
17. Otherwise, the Consumer Rights Act of 30 May 2014 shall apply.
18. EUROBAND provides a statutory model withdrawal form and the instructions required by law, available at the following address [www.euroband.pl](http://www.euroband.pl). The instruction specifies in particular the grounds for withdrawal, the period for exercising the right of withdrawal, the rules of return of goods, the obligations of EUROBAND and the Buyer and those related to the withdrawal, as well as the rules of incurring the costs of returning the goods.

#### **VIII. OTHER PROVISIONS**

1. Assignment of rights resulting from an agreement concluded with EUROBAND or an order placed with third parties is not permitted without the written consent of EUROBAND.
2. In the case of legal ineffectiveness of individual GTS points, the remaining provisions and the orders executed on their basis shall remain in force. The parties will agree on an effective provision to replace the ineffective provision, as close as possible to reflecting its meaning and intention.
3. The administrator of personal data is EUROBAND Sp. z o.o. Sp. k. with its seat in Koło (62-600), ul. Składowa 13.
4. By accepting GCS, the Buyer agrees to the processing of their personal data by EUROBAND for the purpose of order processing as well as for marketing purposes related to their business.
5. EUROBAND processes personal data pursuant to art. Art. 6 par. 1 lit. a, lit. b, point (f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (GDPR) in order to (i) perform the contract and (ii) fulfils the legitimate interests of EUROBAND.
6. The buyer is entitled to all rights in accordance with the provisions of the Act of 10 May 2018 on the protection of personal data and the GDPR, in particular the right to inspect their personal data. Detailed rules of personal data protection are specified in the Privacy Policy, available at the address: <http://www.euroband.pl/PL-H96/polityka-prywatnosci-i-cookies.html>.
7. In matters not regulated by the provisions of these GTC, the provisions of the Civil Code and the Act of June 12, 2003 shall apply accordingly. about payment dates in commercial transactions (Journal of Laws no. 139, item 1323).
8. EUROBAND reserves the right to change these GTCS for an important reason:
  - a) the need to adjust the GTCS to the provisions of law having a direct impact on these GTCS and resulting in the need to modify the GTCS in order to maintain compliance with the law;
  - b) the need to adapt the GTCS to recommendations, orders, rulings, provisions, interpretations, guidelines or decisions of the competent public authorities;
  - c) change in the technical conditions for the provision of electronic services or change in the process of concluding agreements with EUROBAND;
  - d) the need to remove any uncertainties, errors or typographical mistakes that might occur in the GTCS;
  - e) change of contact details, names, identification numbers, electronic addresses or links provided in the GTCD;
  - f) improvement of Buyer service.
9. The revised GTCS will be made available on the EUROBAND website. EUROBAND will also inform about the change by publishing information about the change in the "updates" tab or on the homepage.
10. Any changes to the GTCS will not affect orders placed before such a change, which are realized according to the existing rules.