

GENERAL TERMS AND CONDITIONS OF SALE for corporate clients

I. APPLICATION:

1. 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 (hereinafter referred to as **EUROBAND**).
2. 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 with entrepreneurs within the meaning of Article 431 of the Civil Code, unless the parties make different arrangements in writing or electronically.
3. The General Terms and Conditions of Sale are an integral part of the first order placed by the Buyer and are valid for the entire period of commercial cooperation. GTCS and its annexes are published on the EUROBAND website for the Buyer's information: www.euroband.pl in a form that allows them to be downloaded and used by the Buyer.
4. These GTCS exclude the use of any other contract templates, in particular other general terms and conditions of sale, contract templates and regulations used by the Buyer.
5. 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.
6. In addition to the provisions contained in these GTCS, EUROBAND allows for the possibility of concluding individual cooperation agreements and reserves the right to accept orders in part or to reject them without giving any reason.
7. The EUROBAND warehouse is based in Koło (62-600) at ul. Składowa 13.
8. GTCS do not apply to contracts concluded by EUROBAND with consumers, i.e. natural persons who have concluded a contract for purposes not directly related to their business or professional activity.
9. Refusal to accept GTCS entitles EUROBAND to refuse to conclude the contract.

II. DEFINITIONS AND INTERPRETATION:

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

1. **Buyer** - a natural person who has full capacity to perform legal acts, concluding an agreement in connection with the business or professional activity, a legal person or an organizational unit without legal personality, but who can acquire rights and incur liabilities in their own name, performing business or professional activity in their own name;
2. **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
3. **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;
4. **Parties** - means the Buyer and EUROBAND together;
5. **Goods** - movable property sold to the Buyer, offered by EUROBAND;
6. **Contract** - a contract of 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

1. Offers, advertisements and other product announcements offered by EUROBAND are for informational purposes only. Patterns, diagrams and drawings enclosed to the offer by EUROBAND are for illustrative purposes only.
2. 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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IV. AN ORDER:

1. The buyer places an order to EUROBAND in an electronic form to the e-mail address in the domain name 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;
2. 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.

V. 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. The Parties conclude a contract on the terms and conditions provided for in the order confirmation, where a provision on the application of General Terms and Conditions of Sale of EUROBAND to the contract is concluded. An order placed by the Buyer is tantamount to acceptance of the General Terms and Conditions of Sale EUROBAND.
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.

VI. 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 delivery date for information purposes will be given. Failure to meet the delivery deadline by EUROBAND entitles the Buyer to claim its statutory rights only if EUROBAND, despite EUROBAND's written appointment of an additional deadline, still fails to deliver, taking into account the provisions of point 3.
3. EUROBAND reserves the right to postpone the delivery date or cancel the order confirmation in the event of failure, cancellation or delay of deliveries by the manufacturer or sub-supplier or other unforeseen random events, including unforeseeable disturbances in EUROBAND's operation, transport and customs delays, transport damages, including roadblocks, time constraints in truck traffic, electricity shortages, material and raw material shortages. EUROBAND shall not be held liable for Force Majeure.
4. 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. The place of receipt of goods is the EUROBAND headquarters. 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.
5. The Buyer may withdraw from the contract (withdraw the order) in whole or in part only if EUROBAND agrees to it. In the event that an order is withdrawn in whole or in part, the Buyer shall be obliged to pay all costs incurred by EUROBAND in connection with the execution of the order.
6. 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:
 - 6.1. 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.
 - 6.2. 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.
 - 6.3. 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.
 - 6.4. 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.
 - 6.5. EUROBAND shall not be liable for delays in delivery caused by reasons attributable to the carrier.
 - 6.6. In case of delivery in a damaged condition, the Buyer is obliged to fill in the damage protocol in the presence of the driver. Failure by the Buyer to comply with the foregoing obligations, subject to the provisions of Section 6, Clause 1, shall mean that the Buyer has failed to comply with the foregoing obligations:
 - a) his resignation from his rights for physical defects of the goods - in the case of damage to the goods, or lack of quantity;
 - b) his consent to change the contract concluded in the part concerning the designation of its subject and price - in case of differences between the goods delivered or their quantity and the one entered in the consignment note or specification.
 - 6.7 Delivery dates are always treated as reserved for the benefit of EUROBAND. In the event of a delay in delivery due to reasons attributable to the sub-supplier EUROBAND, EUROBAND is entitled to unilaterally extend the delivery period by the time required to complete the order. The EUROBAND declaration is binding on the parties.

VII. 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 arrangements, which should be found in the specification by the Buyer, the delivery takes place at EUROBAND's discretion and without any guarantee as to the selection of the fastest and cheapest way of sending the goods. 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 without any right to any compensation. If the contract provided for the delivery of the goods in parts, any withdrawal from the contract shall only apply to the delayed part of the performance and not to the services provided at a later date.
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.
6. EUROBAND is not obliged to accept the return of the goods sold in accordance with the contract. The return of the purchased goods is permitted only on the basis of individual written agreements between the Buyer and EUROBAND, with all costs and danger of returning the goods being borne by the Buyer.

VIII. 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.

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 to the Buyer. The Buyer may not exercise the rights resulting from the guarantee until the remuneration resulting from the 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 (VAT invoice).
4. In order to enforce the guarantee rights, the Buyer is obliged to provide EUROBAND with a proof of purchase of the goods (VAT invoice) together with the damaged goods.
5. Standard complaint form - available on the website www.euroband.pl
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.
6. 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. EUROBAND shall not be liable for damages caused during the 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 (including partially) as a result of exploitation.
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.
15. All liability of EUROBAND under the warranty specified in articles 556-576 of the Civil Code as well as under any other legal title not specified in this agreement shall be excluded.

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. Claims for damages relating to the execution of an order due to defects or damages resulting from the execution of the order are excluded if they are not due to wilful misconduct and/or gross negligence on the part of EUROBAND.
2. 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.
3. 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.

4. The Buyer waives any and all claims against EUROBAND in connection with downtime of the Buyer's machines and equipment.
5. In any case, the joint liability of EUROBAND towards the Buyer and its Customers, in any title and for any claims, liabilities, damages, damages, costs or expenses related to the sale and delivery of goods and services, shall be limited to the amount of remuneration paid to EUROBAND by the Buyer for the object or service giving rise to or giving rise to such damage, claim, liability, costs or expenses. In any case, EUROBAND shall only be liable for actual damages, excluding lost profits.
6. The Buyer waives the right to set-off his claims.

XII. LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

1. EUROBAND shall not be liable for any damage caused by the goods after their receipt by the Buyer.

XIII. 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. In the case of ordering goods and then withdrawing from their purchase for reasons not related to EUROBAND, EUROBAND has the right to charge a contractual penalty in the amount of 25% of the value of the part of the unfulfilled order or to demand payment for the entire order, subject to clause 3 below.
3. In the case of ordering goods and then withdrawing from their purchase for reasons not related to EUROBAND, in the case of delivery of goods from a sub-supplier, EUROBAND is entitled to charge the Buyer with a contractual penalty in the amount of 100% of the value of the goods. Any prepayments made by the Buyer concerning this order shall be counted towards the above mentioned contractual penalty.
4. 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.
5. EUROBAND has the right to demand compensation in excess of the stipulated contractual penalties.
6. 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.

XIV . PAYMENT DATE:

1. The term of payment for the goods is calculated from the date of invoice. EUROBAND shall include the date of payment agreed between the parties on each invoice.
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.

XV. 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 for payment by the Buyer of interest for delay in the amount corresponding to the current interest rate of statutory interest in commercial transactions,
 - 2) make all invoices 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.

XVI. 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.

XVII. 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.

XVIII. LAW, JURISDICTION OF THE COURT

1. Legal relations with the Buyer are governed exclusively by Polish law. In relation to any disputes that may arise directly or indirectly from these regulations, the local jurisdiction of the common Polish court competent for

the seat of EUROBAND. EUROBAND reserves the right to bring an action before the Buyer's competent court if this speeds up the settlement of the dispute.

XIX. 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 GTCS 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 GTCS, 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 Article 6 section. 1 (a), (b), (c), (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.
7. In matters not regulated by the provisions of these GTCS, 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. The Buyer shall not be entitled to make a statement of set-off against EUROBAND.
9. EUROBAND has the right to change these GTCS by posting a new GTCS text on the EUROBAND website and announcing it in the "News" tab or on the homepage. The amendments to these GTCS shall be effective from the date expressly indicated by EUROBAND, once they are posted on the EUROBAND website, for all contracts entered into after that date.