

## **GENERAL TERMS AND CONDITIONS OF SALE OF 30th December 2020**

### **(Customers engaged in economic activity and institutional customers)**

#### **1. GENERAL PROVISIONS**

1.1. These general terms and conditions of sale (hereinafter referred to as the "Terms and Conditions") by KRISTECH Krzysztof Kajstura, Porzeczkowa 12, 43-450 Ustroń, Poland, NIP: 548-231-14-15 (hereinafter referred to as „KRISTECH”) constitute an integral part of all contracts (hereinafter referred to as the "Contracts") regarding the sale of goods, in particular the goods manufactured by KRISTECH to the Buyer or the provision of services by KRISTECH (hereinafter referred to as the "Products" - with the term covering goods, as well as services), unless the Parties explicitly exclude their application in writing. The Contracts shall be concluded in particular by way of orders placed by the Buyer with KRISTECH. Services shall be deemed in particular the preparation and performance of any designs. The Conditions shall constitute in particular an integral part of all offers submitted by KRISTECH as well as KRISTECH's acceptances and approvals of all orders placed by the Buyer. Wherever reference is made to the Buyer in these Conditions, it shall refer to all contractors of KRISTECH, with the exception of consumers.

1.2. Agreements realization provisions being in force in the Buyer's company, different from the KRISTECH's provisions, will not be accepted by KRISTECH. Any additional or different Buyer's trade provisions are binding for KRISTECH only when they have been explicitly accepted by KRISTECH in writing.

1.3. These Terms and Conditions have been drawn up in the Polish and English language versions, provided, however, that in the event of any dispute between KRISTECH and the Buyer with respect to the interpretation of any of the provisions hereof, the Polish version of the Terms and Conditions shall prevail.

1.4. The Buyer acknowledges that the Products sold by KRISTECH are not designed for and not intended for use, where failure could result in a threat to life or health, a catastrophe to property and, in particular, are not intended for medical use, rescue or life support as well as in nuclear applications. KRISTECH is not responsible in relation to the Buyer, or in relation to third parties in case of violation of these restrictions.

#### **2. PRICES**

2.1. The prices quoted in the offers are net prices. These prices do not include delivery costs, duties and VAT. These are Ex-works prices Ustroń (Republic of Poland).

2.2. In the case of a prepayment made for the purchase of a given Product, the applicable price is the price from a pro forma invoice. The price indicated on the pro forma invoice is valid only until the last day of the payment deadline indicated on this invoice.

2.3. If the Buyer is not a resident within the meaning of the Foreign Exchange Law of 27th July 2002, payments between the Buyer and KRISTECH shall be agreed in EUR.

#### **3. ORDERS**

3.1. KRISTECH accepts orders by e-mail, personally at the KRISTECH head office and by the online store [www.store.kristech.eu](http://www.store.kristech.eu).

3.2. KRISTECH is not liable for any effects of incorrect or illegible order made by the Buyer, especially for any incorrectness resulting in a delay in the order processing and failure in delivery of ordered goods.

3.3. Customers from the European Union are obliged to give their European registration VAT number in order to make purchases at 0% VAT rate. If KRISTECH do not receive such a confirmed number from you as well as the confirmation of the goods receipt, KRISTECH will be obliged to issue an invoice with the Polish tax on goods and services (VAT) in accordance with the rate currently being in force. The Buyer can be charged with Polish tax on goods and services (VAT) if they do not present KRISTECH the confirmation of European registration VAT number validity on the day of the agreement conclusion with KRISTECH, or if this number is invalid on the day of the delivery.

## **4. DELIVERIES**

4.1. Shipping costs are incurred by the Buyer, unless it is agreed otherwise upon a separate agreement made between the Buyer and KRISTECH.

4.2. The amount of shipping costs depends on a package's weight, its dimensions and country of destination.

4.3. Terms of deliveries are approximate terms, unless the Buyer agreed with KRISTECH the delivery term based on a separate agreement.

4.4. If the Products are to be sent, they shall be deemed delivered upon providing them to the carrier (regardless of which party has contracted the carrier). Upon receipt of the Products from the carrier, the Buyer shall perform checks and recording procedures necessary to prevent the expiration of claims of either Party against the carrier, if any, in line with any applicable legal provisions. In particular, no prompt execution of a report on detected damage, if any, in the presence of the delivery man shall result in the expiration of the Buyer's claims.

4.5. The Products sold to the Buyer seated outside the European Union shall be subject to the export declaration with a relevant customs office. If crossing the customs border of the European Union is not confirmed by the relevant customs office (message IE-599), the Buyer shall be charged with VAT at the applicable rate.

## **5. GUARANTEE. COMPLAINT PROCEDURE**

5.1. KRISTECH hereby grants guarantee for the products manufactured by KRISTECH for a period of 12 months from the date of sale, on the terms and conditions determined in these Terms and Conditions. Guarantee shall cover only physical defects affecting the Product upon its delivery. If the product has a specific Warranty conditions then they supplement these Terms and Conditions.

5.2. In the event of physical defects of the Product, KRISTECH shall repair the defective Product or its component free of charge within the term of guarantee. KRISTECH may choose, instead of repair, to replace the defective Product with another Product of similar or better parameters free of defects.

5.3. Any concerns regarding the quality of the Products sold by KRISTECH or its customer service or any inconsistencies between the factual state and the invoice shall be notified in writing to KRISTECH Porzeczkowa 12, 43-450 Ustroń, Polska or e-mail address support@kristech.eu.

5.4. The Products which are defective or delivered by mistake shall be returned only upon KRISTECH's consent. The Products may be returned by prepaid post services only. The Buyer shall bear the risk of loss or damage to the goods in the course of their transport by a carrier to KRISTECH (the above also applies to the return of the Products in cases other than in connection with guarantee).

5.5. The Buyer shall, within 15 days from the delivery of the Products, check them for defects and quantity under pain of loss of the rights related to the faultiness of the subject of the sale.

5.6. The Buyer shall disassemble and deliver defective Products to KRISTECH at its own expense. KRISTECH shall repair or replace defective Products within 21 working days from the delivery of the Products to KRISTECH (or from the date of KRISTECH's decision to perform the repair at the site) or if meeting the above time limit is significantly hindered due to factual circumstances - within the shortest possible reasonable time limit, and make the Products available for collection by the Buyer in KRISTECH's registered office or send the Products to the specified address.

5.7. KRISTECH shall be entitled to choose the manner of processing the complaint (repair, replacement of the Product with a Product free of defects or reimbursement of the price paid).

5.8. KRISTECH may demand that the Buyer should bear the costs related to testing of the Product if the Product is proven not to be affected by the defect reported by the Buyer.

## **6. LIMITATION OF THE LIABILITY**

6.1. KRISTECH is not liable for damages caused due to non-compliance with the term of delivery, delivery of products with parameters different from those included in the offer, non-delivery of products or change in prices. Particularly, KRISTECH are not liable for breaks in the production process, loss of profit, or indirect losses arising due to non-delivery of the appropriate Product in a given term.

6.2. KRISTECH is not liable for the effects of the delivered products misuse.

6.3. KRISTECH is not liable for illegal use of the Product purchased from KRISTECH.

6.4. Subject to further restrictions provided for in these terms and conditions of cooperation, the responsibility of KRISTECH for non-performance or improper performance of the contract for sale of goods and warranties, regardless of

the legal basis of the claim, is limited to liability for the actual losses incurred by the Buyer in the amount equivalent to the payment made for the price of the good affected by the non-performance or improper performance. At its discretion, KRISTECH will repair or replace a defective product with one free of defects, or refund the payment for the Product, thus exhausting all claims from the Buyer with respect to delivery of a defective product.

6.5. The term of liability of KRISTECH shall not be extended in relation to the Products or their parts which have been repaired or replaced with ones free of defects or for a period in which the use of the Products was not possible due to the defect.

6.6. KRISTECH is not liable for non-performance of the contractual obligations in whole or in part if external occurrences take place, described as "force majeure", which cannot be controlled by KRISTECH. The "force majeure" term is understood as all unforeseen occurrences independent of KRISTECH, arisen after the agreement's conclusion, such as in particular: war, riots, catastrophes, floods, transport problems, or strikes.

6.7. If the "force majeure" period exceeds 2 weeks, both the Buyer and KRISTECH have the right to terminate the agreement with an immediate effect without liability for damages caused by the agreement termination because of the "force majeure" occurrence.

## **7. LAW**

7.1. KRISTECH is the owner of copyrights to the material included on the web page, particularly to the pictures and descriptions.

7.2. These Terms and Conditions shall be governed by Polish law and the court having jurisdiction over the registered office of KRISTECH (Ustroń, Poland) shall examine any disputes related thereto. KRISTECH can also take legal action against the Buyer in the court having the jurisdiction over the Buyer's place of residence. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980 shall not apply.

7.3. The Buyer may not transfer its rights, obligations and receivables arising out of any contract concluded with KRISTECH to any third party without KRISTECH's prior written consent under pain of nullity. Unless the Parties agree otherwise in writing under pain of nullity, the Buyer's right to offset the Buyer's receivables arising out of the Contract concluded with KRISTECH with KRISTECH's receivables shall be excluded.

7.4. Should any provision in these Terms and Conditions turn out to be invalid or ineffective, the remaining provisions of these Terms and Conditions shall remain in full force and effect. Illegal or ineffective provisions shall be automatically deemed (without any further actions) superseded by similar provisions reflecting the original purpose of a given provision, to the extent allowed by applicable legal regulations.

## **8. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

8.1. Any technical, commercial and financial data disclosed to the Buyer by KRISTECH and not made publicly available shall constitute confidential information of KRISTECH. The Buyer shall not disclose such confidential information to any third party or use such confidential information for any purpose not agreed by the Parties.

8.2. The Buyer voluntarily consents to the collection, processing and use of its personal data for the purposes related to the performance of the concluded Contracts and to the processing of complaints, if any, and the facilitation of the conclusion of further Contracts, payment service, customer relation management and the exercise of the rights arising out of the Contracts. The provision of personal data by the Buyer shall be voluntary; it is necessary, however, for the conclusion and performance of the Contracts. The personal data administrator shall be: KRISTECH Krzysztof Kajstura, Porzeczkowa 12, 43-450 Ustroń. The Buyer shall be entitled to amend, update or rectify its personal data processed by KRISTECH or demand that it be no longer processed or deleted. KRISTECH may make the Buyer's personal data available to entities cooperating with KRISTECH, in particular for the purpose of performance of concluded sale Contracts, as well as the processing of complaints, if any, the facilitation of conclusion of further Contracts, payment service, customer relation management and the exercise of the rights arising out of the Contracts.