



# TERMS AND CONDITIONS OF EURO-TECH PLUS SP. Z O.O.

## I. Company information and general provisions

1. These Terms and Conditions (hereinafter referred to as the "Terms and Conditions") are based on the provisions of the Act on Consumer Rights (Journal of Laws /Dz. U./ of 2014, item 827) (hereinafter referred to as the "Act") and other relevant provisions of mandatory legislation. These Terms and Conditions specify the rules of concluding sales contracts via eurotechplus.pl online store (hereinafter referred to as the "Store"), arrangements made over the phone, via electronic means and arrangements made during business meetings. It also lays down the rules of performing such contracts, rights and obligations of the parties thereto, the rules for handling of complaints and data processing.

2. The Store and its Website [www.eurotechplus.pl](http://www.eurotechplus.pl) is owned by Euro-Tech Plus Sp. z o.o. entered in the register of entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register, under the number KRS: 0000092416, Tax Identification Number [NIP]: 6951385681, EU VAT:PL6951385681, hereinafter referred to as the "Seller".

3. The Buyer (hereinafter referred to as the "Buyer") is an entity making an enquiry about a product offered by the Seller via the Store or in the manner specified in part I paragraph 1. The Buyer may be a natural person having full or limited capacity to perform legal acts or a legal person.

4. In order to make an enquiry in the Store it is necessary to fill in and send a letter of inquiry (hereinafter referred to as the "Letter of Inquiry"). Approving the content of these Terms and Conditions and providing personal information marked as mandatory shall be a prerequisite for sending a Letter of Inquiry. A Letter of Inquiry may also be delivered via electronic mail, by telephone (a short text message, a telephone call) or personally during business meetings.

## II. Prices and offer

1. The prices of the products offered by the Store are expressed in PLN and are gross prices, that is, subject to the provisions of paragraph 2, include all price components of a particular product including the current VAT tax rate, customs duties and taxes. The Seller may convert the price for the products to another currency if prior arrangements have been made. The price referred to in the first sentence shall not be binding for the Buyer or the Seller until the final terms and conditions for a transaction are determined.

2. Product prices do not include the cost of delivery to the Buyer. These costs shall be determined individually.

3. Any and all information about the products presented on the website of the Store, in particular their description, technical and performance characteristics and prices, are not deemed an offer within the meaning of the Civil Code but an invitation to execute a contract (article 71 of the Civil Code) under the terms and conditions stipulated in these Terms and Conditions.

4. Presenting the goods and their prices via the website of the Store or in a separate price list does not in any way imply that a particular product is available or that the order may be executed. By submitting a Letter of Inquiry using the means available on the website of the Store, via electronic mail or by

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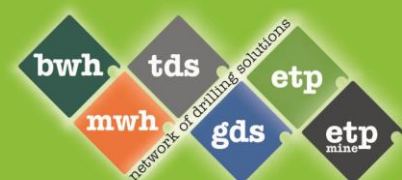
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telephone, the Buyer places an offer to buy a given product according to the terms specified in product description; however, the details of the order execution shall be determined individually.

5. Letters of Inquiry may be submitted by the Buyer via the form available at [www.eurotechplus.pl](http://www.eurotechplus.pl), by e-mails or by phone.

6. The Seller reserves the right to change the prices of the products offered by the Store and in separate price lists and the right to add and to delete any products at any time, to introduce, modify and cancel at any time promotional campaigns and discount rules, including discounts offered to store loyalty card holders.

### III. Placing and processing orders

1. Detailed information concerning the Seller's offer is available at [www.eurotechplus.pl](http://www.eurotechplus.pl). Letters of Inquiry may be submitted via the website of the Store on in the manner described in part II paragraph 5.

2. After making the functionalities referred to below available and after publishing relevant information on the website of the Store, purchase orders will be received:

- a) via electronic mail (e-mail) - after sending the order to the e-mail address [market@eurotechplus.pl](mailto:market@eurotechplus.pl);
- b) by phone – calling +48 76 870 14 11 on business days from 7:00 a.m. to 3:00 p.m.
- c) by sending a short text message (SMS) - after sending a brief text message with the content specified by the Buyer to the mobile phone +48 605692373.

3. In order to access the Store on the website or by means of a mobile application, the Buyer should have access to the computer work station or terminal device with Internet access.

4. In accordance with the laws in force, the Seller reserves the right to limit the provision of services via the Online Store to people who are over 18. In this case, potential Buyers shall be notified thereof.

5. To complete thereon order it is necessary to provide the correct data. The scope of data to be provided to complete the order and the format for transmission of the data are determined individually. Selection of goods ordered by the Buyer is made by adding them to the Letter of Inquiry. Providing data by the Buyer is voluntary.

6. Orders (except for phone orders) may be placed 24 hours a day. Orders placed on Saturdays, Sundays or bank holidays shall be processed on the first business day after the date of placing the order.

7. The Seller reserves the right to verify all orders by phone or e-mail. Any order may be cancelled in the event that it has been impossible to contact the Buyer for 7 (seven) days since the date of placing the order for reasons attributable to the Buyer.

8. The Buyer shall receive a written record of the communication and receipt of personal data referred to in paragraph 5 and a confirmation of the acceptance of the order, on condition that the order can be processed. The aforementioned confirmations shall be provided via electronic mail, by phone or using the Short Message Service (SMS), depending on how the order has been placed.

9. In the event that the order cannot be processed, the Seller shall immediately notify the Buyer and suggest a solution satisfactory to the Buyer.

10. The date of starting order processing shall be the date when the Seller accepted the order for completion.

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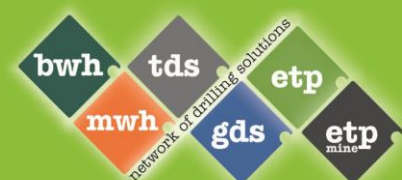
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11. In case of doubt, it shall be assumed that the sales contract is concluded on the date of issuing an invoice or a cash register receipt by the Seller. A contract between the Buyer and the Seller related to the purchase of a given product is concluded for a limited time and expires on the order completion date. The place of performance associated with the purchase of the products shall be the delivery address indicated by the Buyer, except for the products received by the Buyer in person, where the place of performance shall be the collection point specified by the Buyer.

12. The goods shall be ready for dispatch on the date agreed with the Buyer.

13. The total order lead time shall include time of delivery handled by a third party providing courier or mail services.

14. The Seller may, for information purposes, determine the estimated order lead time for all the offered products, specifying the number of hours or business days between the time of confirmation of acceptance of the order for processing and the time needed to prepare the products for shipment. The order for the goods of different order lead time shall be shipped after the entire order is completed, that is after the lapse of the longest time given for the ordered products, unless the parties agree otherwise.

15. The Seller reserves the right to extend the order lead time.

16. If the Buyer exercises their right to modify or cancel the order, referred to in chapter IV paragraph 1, the Seller shall, within 14 (fourteen) business days after modifying or cancelling the order, refund the amount paid by the Buyer either in part (in case of excess funds generated due to modifying the order) or in full (if the order is cancelled) to the bank account specified by the Buyer.

17. A corresponding cash register receipt or a VAT invoice shall be issued for all orders, according to the Buyer's preference and according to the information provided when placing the order.

18. In the case of deferred payment, the Buyer shall confirm the receipt of purchase invoice.

19. A sales contract shall be concluded according to the provisions of these Terms and Conditions .

#### **IV. Order cancellation**

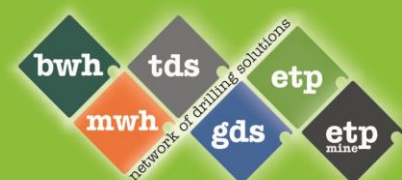
1. Any order may be cancelled by the Buyer by phone or via electronic mail before it has been accepted for processing.

2. The Seller reserves the right to refuse to process an order placed by the Buyer that refused to accept a COD (cash-on-delivery) order before.

3. The Seller may cancel an order if within 7 (seven) days after accepting the order for processing the Seller is not able to authorise the payment transaction in the electronic payment system of the bank or a company making electronic payments to the Seller or until the full payment (making the execution of the order possible) is transferred to the bank account of the Seller (in the case of orders that should be paid prior to shipment) or in the event that the purchase order is not confirmed by the Buyer within the given deadline in the manner specified by eurotechplus.pl (in the case of COD orders).

4. An order may also be cancelled by the Seller if the Buyer fails to collect the shipped items or they are returned to the registered office of the company.

5. The Seller reserves the right not to accept, to delay or or cancel an order as well as to rescind a contract due to inaccurately placed order, providing inaccurate or incorrect information concerning the Buyer or parameters of the order (in this case - when the attempts to verify these data have proved to be ineffective) and due to breach of the rules specified in these Terms and Conditions .





## V. Method of payment

1. Subject to part 4 paragraph 3, the customer has the following options of payment:

- a) payment by wire transfer - after placing an order (all the information necessary to make the wire transfer shall be provided to the Buyer by the Seller),
- b) payment in cash on delivery, by delivering cash to the registered office of the company, by postal order or via a courier, respectively,
- c) by payment card or via so called Fast Bank Transfer - when placing an order or on delivery, provided that a third party delivering the ordered products accepts payments by card on delivery.

2. Authorisation and validation of electronic payments is performed via a website of a relevant bank or a company handling electronic payments.

3. The Seller reserves the right to determine the method of payment for the order (depending on the method of placing an order, the value of ordered products and the method of delivery/receipt of the ordered products). Combining various payment methods to pay for the order is not possible, unless previously authorized by the Seller.

4. The Seller shall not be liable for delayed bank wire transfers or authorisations of electronic payments resulting from the fault of a relevant bank or company handling electronic payments acting on behalf of the Buyer.

5. In the case of an overpayment or if it is necessary for the Seller to refund excess amount paid by the Buyer, when due to reasons not attributable to the Seller the identification of the bank account from which the payment has been made is impossible, the overpayment will be refunded to the Buyer in the manner agreed upon with the Buyer by phone or e-mail.

6. In the event that the Buyer is entitled to reimbursement of the payment made, including the reimbursement of overpayment, reimbursement of payment made for returned goods or if a complaint is deemed justified, the Seller shall not be liable for failure to reimburse the payment made or any delay in effecting the reimbursement if the Buyer, despite receiving a notice in writing sent by the Seller to its e-mail address, fails to specify the details of the bank account to which the payments should be reimbursed or fails to provide the Seller with all the information necessary to make reimbursement. The Seller shall not be held responsible for failure to refund the Buyer or delay in doing so, if this is caused by failure on the part of the Buyer to provide accurate and correct personal data (first name, surname, address) or the bank account number needed to make a refund.

## VI. Delivery terms

1. Shipments shall be delivered to the address indicated by the Customer in the purchase order as the delivery address.

2. The Store shall deliver the goods ordered through the Polish Post or specialist Courier or will enable the Buyer to collect the goods in person. The Buyer shall be notified in advance of the currently available delivery methods, including the rules relating to personal collection of goods, by phone or e-mail. The Seller reserves the right to determine the method of delivery of the ordered goods depending on the method of placing an order or the value of the ordered products.

3. The Seller reserves the right to vary shipping costs depending on the method of delivery/collection of the goods, the method of payment, the method of placing an order or the value of the ordered products. For any orders that have not been completed due to the fault of the Buyer, in particular in the event of an unjustified refusal to collect the goods, providing an incorrect address (including the

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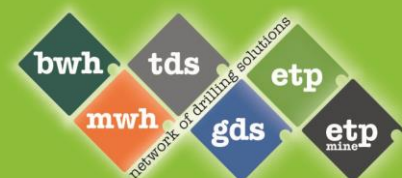
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post code), the Seller reserves the right to charge the Buyer with shipping costs related to the necessity to ship the goods again. In the event that delivery address is changed, at the Buyer's request, after the order has been dispatched, the Seller reserves the right to charge any additional costs to the Buyer.

4. By purchasing the goods from the Seller, the Buyer authorises the Seller to conclude a postal and courier services agreement in their name and on their behalf.

5. The Buyer accepts that the total time required to deliver the goods corresponds to the period needed to process the order and the period when the goods are delivered by a third party providing courier or mail services.

6. All shipments are insured.

7. The Buyer is obliged to check whether the consignment arrived in proper, undamaged state. The Buyer shall refuse to accept the consignment if the goods have been tampered with or in the event of non-compliance of the goods with the prior arrangements with the Seller and shall immediately notify the Seller thereof. The above condition will be taken into account by the Seller when making decisions on accepting returns of goods damaged during transport.

8. If the delivered goods are non-compliant with the order the Buyer shall refuse to accept the goods that have not been ordered and immediately notify the Seller thereof.

## VII. Guarantee, non-conformity of the goods with the contract, warranty

1. The Buyer enjoys certain rights arising out of non-conformity of the consumer goods with the contract or out of the warranty for defects which may be exercised under the provisions of the Act of 27 July 2002 on specific terms and conditions of consumer sale and amendments to the Civil Code (Journal of Laws /Dz.U./ of 2002., No. 141, item 1176, as amended) or the Civil Code.

2. In the event that the Buyer exercises the rights referred to in part VII paragraph 1, the following situations shall not constitute grounds for complaint:

- a) providing inaccurate or incorrect information concerning the Buyer or parameters of the order;
- b) invoking circumstances relating to the technical functioning of software or electronic means of distance communication (such as a web browser or communication links);
- c) loss of or damage to the goods, in particular damage caused by improper use or loss or damage of the goods by the Buyer.

3. A prerequisite for the consideration of the complaint and using the guarantee is to have and show the original purchase document (an invoice or a receipt) or to demonstrate otherwise that the goods have been purchased from the Seller. If this is the case, the Buyer, after prior notification provided to the Seller, shall return the goods to the address provided by the Seller. In the situation referred to in the second sentence of paragraph 17 in part III, a receipt or an invoice may be submitted to the Seller in the electronic format sent via electronic mail to the e-mail address [market@eurotechplus.pl](mailto:market@eurotechplus.pl) or in printed format together with the consumer complaint form.

4. The complaint shall include a detailed description of the defect and the date the defect arises. All complaints are dealt with within 14 (fourteen) business days after the day when the defective product was delivered to the Seller, and should this not be possible, the Seller undertakes to inform the Buyer within the period specified above about the deadline for handling the complaint.

5. If a complaint is deemed unjustified or a product was damaged due to the fault of the Buyer, the party lodging the complaint shall bear the cost of return shipping and the cost of packaging. The cost of returning the goods that are the subject of the complaint shall not be reimbursed by the Seller. The Seller shall not accept COD deliveries.

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6. If a complaint is accepted, depending on the content of the complaint, the defective goods will be repaired or replaced free of charge, unless the repair or replacement is impossible or requires excessive costs. When assessing the excessive costs, the following factors shall be taken into account: the value of the goods in accordance with the contract, the type and degree of non-compliance and any inconvenience to which the Buyer would be exposed to if the Buyer's claim was to be satisfied by other means.

7. If the Buyer, due to reasons set out in paragraph 6, may not require repair or replacement, or if the Seller is not able to satisfy such a request in a timely manner, or if the repair or replacement would cause considerable inconvenience to the Buyer, he Buyer has the right to demand an appropriate reduction in price or seek to rescind the contract. The right of rescission may not be exercised if the inconsistency of the consumer goods with the contract is irrelevant. If the Buyer exercises their right to seek price reduction or the right of rescission, the Seller shall refund the Buyer the appropriate amount to the bank account provided by the Buyer within 14 (fourteen) business days from the date of receiving a relevant statement from the Buyer.

8. If the Buyer is not a consumer (within the meaning of article 22<sup>1</sup> of the Civil Code), the parties exclude liability of the Seller under implied warranty for defects (article 558 § 1 of the Civil Code).

### VIII. Returns if the contract is rescinded without giving reasons

1. The Buyer being a consumer (within the meaning of article 22<sup>1</sup> of the Civil Code), that purchased goods from the Seller according to the provisions of the Act, may rescind the contract without giving reasons with 14 (fourteen) days from the date of delivery. The rescission may concern the entire or a part of the order.

2. In the event that the Buyer referred to in paragraph 1, submits a Notice of Rescission, the goods which the notice refers to must be returned (to the address: Euro-Tech Plus Sp. z o.o. ul. Kolejowa 13, 59-400 Jawor) immediately, but not later than within 14 (fourteen) days after the date on which the Seller receives the said Notice of Rescission.

3. The Goods returned by the Buyer shall be properly packed to prevent damage during transportation.

The Buyer shall bear direct costs of the return of the goods. The Seller shall not accept COD deliveries. The Buyer is liable for any decrease in value of the product resulting from using it in a manner that goes beyond what is necessary to establish the nature, features, and functionality of the product.

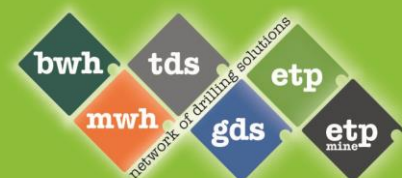
4. In the case of rescinding a distance contract, the contract shall be deemed not to have been concluded. The Seller is required to promptly, within no more than 14 days from the day of receipt of the consumer's notice of rescission, reimburse the Buyer for all the costs incurred by the latter, excluding the costs of delivery. The Seller (unless they offer to collect the goods by themselves from the Buyer) may withhold the repayment of the Buyer's costs until the goods have been returned or the Buyer has provided confirmation that the goods have been sent back, whichever occurs first.

5. If an invoice has been issued for the goods being returned, a corrective invoice will be issued. The original and a copy of the corrective invoice shall be sent to the Buyer in the manner agreed with the Buyer. The Buyer shall sign and return the copy of the corrective invoice.

### IX. Personal data protection

1. The administrator of personal data is Euro-Tech Plus Sp. z o.o., Paszowice 97, 59-411 Paszowice.

2. If you require detailed information about the Company's Data Protection Policy please refer to our Privacy Policy.





## X. Final provisions

1. The Seller shall use its best efforts to ensure that the descriptions of the goods offered by the Seller on the website [www.eurotechplus.pl](http://www.eurotechplus.pl) and in separate price lists and catalogues correspond exactly with reality. The Seller cannot guarantee that the data published on the website of the Store, including descriptions, prices or photos, do not contain any inaccuracies or errors or that they are up-to-date or that they are constantly modified and updated by manufacturers. The Seller shall not be held responsible for any discrepancies between an image of a product published on the website of the Store and its actual appearance, if such discrepancies result from the Buyer's individual computer or mobile phone settings (e.g. colour, proportions).

2. It is strictly prohibited to publish on the website [www.eurotechplus.pl](http://www.eurotechplus.pl) any content that is in violation of laws and regulations or offensive to decency.

3. These Terms and Conditions are available for all Buyers on the website of [eurotechplus.pl](http://eurotechplus.pl).

4. In matters not regulated herein the provisions of the Act, the Civil Code and the applicable law shall apply.

5. Customers can get access to these Terms and Conditions at any time via the link found on the main website [www.eurotechplus.pl](http://www.eurotechplus.pl). Recording, securing, sharing and confirming with the Customer all of the important provisions of the Sales agreement for the sale of Products is done by sending an e-mail to the address submitted by the Customer and by attaching a printout with the order confirmation, order details and VAT invoice to the parcel containing the goods.

6. These Terms and Conditions enter into force on the date of their publication on the website [www.eurotechplus.pl](http://www.eurotechplus.pl), i.e. on 26 April 2017

