

# **General terms and conditions of sale at European Security Trading Polska Sp. z o.o.**

## **§ 1 General provisions**

1. General Terms and Conditions of Sale and Services, hereinafter referred to as „GTS”, regulate the principles concerning the conclusion and performance of contracts for the sale of products and services by European Security Trading Polska, hereinafter referred to as „EST Polska”.
2. Terms used hereafter in these General Terms and Conditions of Sale shall mean:
  - **“Seller”** – European Security Trading Polska Sp. Z o.o., with its registered office at Nowogrodzka 11, 05-513 Warsaw, KRS 0000445029;
  - **“Buyer”** – A natural person conducting business, a legal person and another organizational unit without legal personality, making a purchase related to their business or professional activity;
  - **“Parties”** – Seller and buyer;
  - **“GTS”** - These General Terms and Conditions of Sale of European Security Trading Polska Sp. z o.o.;
  - **“Goods”** – Commercial goods sold by European Security Trading Polska Sp. z o.o. under an agreement with a contractor;
  - **“Service”** – The service provided by European Security Trading Polska Sp. z o.o. to the Buyer;
  - **“Forwarder”** – A courier, transport or forwarding company through which the Seller carries out delivery of its good and/or services to the Buyer;
  - **“Warehouse”** – The Seller’s warehouse, located at the Seller’s place of business.
3. The General Terms and Conditions of Sales are an integral part of any contract for the sale of goods and services between EST Polska and the Buyer.
4. The modification or exclusion of individual provisions of the GTS may take place only with the prior written consent of EST Poland, under pain of invalidity.
5. In the event that contractual provisions concluded between the parties in writing and these GTS contradict each other, the contractual provisions shall apply.
6. If there is a document relating to the Buyer’s terms of purchase, its provisions shall apply only if they do not contradict the provisions of these GTS.

## **§ 2 Orders, price**

1. The seller will only process written and e-mail offers and orders that are submitted by an authorised person.

2. The Seller shall take into account, as far as possible, the delivery dates proposed by the Buyer, but they are subject to the availability of goods in stock. The Seller shall inform the Buyer of the exact delivery date as soon as possible.
3. All prices are to be understood as prices to which value added tax (VAT) is added, at the current statutory value.
4. Bids submitted by EST Poland shall correspond to the price rate in effect on the date of submission of the bid, unless the contract provides otherwise.
5. EST Poland reserves the right to change prices if, after prior determination, a new version of any of the products ordered by us is introduced to the market.
6. The final price is determined each time in a dedicated order for the customer.

### **§ 3 Delivery, delivery dates**

1. All dates for the delivery of products and the performance of services are approximate and given as a guide, unless expressly stated otherwise in writing.
2. The place of delivery of goods and/or performance of services shall be the Seller's warehouse, unless previously agreed otherwise.
3. The goods are released when the buyer receives the goods from the warehouse.
4. The Seller may deliver goods and/or services to the Buyer to the address indicated in the order through a third-party forwarder. In this case, in accordance with Article 544 of the Civil Code, delivery of the good shall take place at the time of entrusting the goods to the carrier.
5. In the case of deliveries on the basis of prepayment – the delivery date will be calculated from the date of receipt of funds on the Seller's account.
6. The Seller shall bear full responsibility for the goods until they are released from the warehouse. Pursuant to Article 548 of the Civil Code, the responsibility, including the risk of accidental loss or damage to the product, associated with item being issued, shall be borne by the Buyer from the moment the goods are released to him from the Seller's warehouse, except for mail order delivery, when the responsibility is transferred to the carrier. The carrier's liability begins when the Seller releases the shipment of goods to him for transportation and ends when it is released to the Buyer. The provisions of the Civil Code, including, in particular, those regulating the contract of carriage and specifying accordingly to the carrier's liability (see Article 788 §1 et seq. of the Civil Code) shall apply accordingly to the carrier's liability. The Seller shall not be liable for any damage to the goods in transit, especially in the event that the Buyer fails to comply with all formal requirements for receipt of a damaged shipment, fails to write a damage report upon receipt of the goods and fails to file a claim directly with the carrier.
7. Any delay for which EST Poland is not responsible shall not in any way justify cancellation of the order or a claim for damages of any kind.

8. After delivery, the Buyer shall be obliged to properly check the products received and their compliance in term of quality and number with order.
9. EST Poland is authorized to make global or partial deliveries.
10. In case of inconsistency of goods in terms of type, reference number, any damage to the packaging and any damage during transport must be noted in a report containing the signature of the carrier's representative and delivered to EST Poland no later than 5 days after delivery of the shipment.
11. Complaints about the status of the shipment without a protocol containing the aforementioned contents confirming the existence of damage will not be considered or accepted.

#### **§ 4 Payment terms**

1. An invoice issued by EST Polska shall become due and payable at the end of the period indicated on this invoice.
2. The Buyer shall become the owner of the goods upon payment of the full price for the good, unless the Parties have decided otherwise in writing.
3. In the event that the Buyer's creditworthiness is questioned due to the Buyer's financial situation or if the Buyer is in arrears with all or part of the agreed payment, EST Polska reserves the right to suspend the delivery of goods or provision of services until the Buyer has paid. In addition, in the event of default of payment and/or reasonable doubts as to the Buyer's solvency or creditworthiness, the Seller shall have the right to perform future deliveries and services only on the basis of full prepayment.
4. In order to ensure a smooth transaction, both parties agree to provide the other party with all necessary information and changes related to company identification data.

#### **§ 5 Warranty**

1. Detailed terms of the warranty shall be specified in the offer or contract.
  - 1.1. For products: all products supplied by the Seller, with subject to payment for them and proper installation, operation and maintenance are covered by the manufacturer's warranty with respect to the materials used and the correctness of workmanship.
  - 1.2. In case of services: The seller guarantees that its services are performed in accordance with generally accepted standards in a professional and expert manner.
2. The cost of return shall be borne by the Buyer, unless otherwise agreed.
3. In all cases, the obligations of EST Poland shall be evaluated in relation to the order which binds EST Poland to the Buyer and which has been accepted by both parties.

4. The warranty does not cover products or product components that has been misused, improperly installed, improperly secured, or that have been disassembled, modified or repaired by an unauthorized person.

#### **§ 6 Returns**

1. Returns are possible only under exceptional circumstances and with the consent of the Seller.
2. In case of a return in whole or in part, with the consent of EST Polska, the Buyer may be obliged to repay all cost incurred by EST Polska in connection with the execution of this order.
3. EST Polska shall not be liable under “rekojmia” warranty.

#### **§ 7 Limitation of warranty**

1. Our liability may be incurred as a result of non-performance or improper performance of the contract only if the Buyer’s damage was caused intentionally.

#### **§ 8 Intellectual Property**

1. All texts, comments, illustrations and images reproduced on the website <https://security-trading.pl/> are copyrighted and therefore may only be used for private use.
2. Any other use of the aforementioned elements without prior approval of EST Poland will be treated as an infringement.

#### **§ 9 Final provisions**

1. These GTS and any contracts concluded on their basis shall be governed by a Polish law.
2. In matters not regulated in these GTS, the relevant provisions of the Civil Code shall apply.
3. The Seller and the Buyer shall strive to amicably resolve any disputes arising in connection with the execution of contracts covered by these GTS.
4. In case of impossibility of amicable settlement of the case, the court competent to resolve disputes, will be a common court, competent for the place of residence of the Seller.
5. These General Terms of Sale shall remain in force until further notice.