

## General provisions

### § 1.

- 1) The online store available at the address [www.europasystems.pl](http://www.europasystems.pl) (hereinafter “Store”), to which the present Rules governing the process of ordering and selling goods pertain, constitutes property of: Europa Systems Sp. z o.o. with the registered office in Warsaw, a company entered in the register of entrepreneurs of the National Court Register kept by the District Court M.St in Warsaw, 12th Business Division of the National Court Register with KRS no.: 0000518816, share capital of PLN 1,500,000 PLN, NIP (taxpayer identification number) 852-22-47-608, VAT-UE: PL 8522247608, REGON (statistical business number) 811889939.
- 2) You can contact the Store by e-mail to the address: [webshop@europasystems.com](mailto:webshop@europasystems.com), by phone at the number 91 579 03 72, or in writing to the address: Europa Systems sp. z o.o., Żabów 76B, 74-200 Pyrzyce.
- 3) For the purposes of these Rules, the following definitions shall apply:
  - a) **ES/Seller** – Europa Systems Sp. z o.o. with the registered office in Warsaw, entered in the register of entrepreneurs of the National Court Register kept by the District Court M.St in Warsaw, 12th Business Division of the National Court Register, with no. KRS:000518816;
  - b) **Client/Ordering Party** —shall mean a natural person running business, a legal person, or an organisational unit without legal personality that:
    - is entered in the Central Registration and Information on Economic Activity (former Economic Activity Registration) or to the register of entrepreneurs of the National Court Register and
    - concludes, through the Store, an agreement with ES for a purpose directly or indirectly associated with the business or professional activity conducted by that person or unit.
  - c) **Rules** – these Rules of the Store;
  - d) **Product/Goods**—shall mean objects or devices offered by the Seller for sales as par of the Store;
  - e) **Store** —online store run by ES and operating at the address [www.europasystems.pl](http://www.europasystems.pl), selling Products via the Internet;
  - f) **Price** —shall mean the net price of the Product placed next to the information about the Product, which does not include costs of delivering the Product and VAT;
  - g) **Order** —shall mean an offer addressed to ES by the Client in electronic form compliant with the provisions of these Rules and concerning the purchase of the Product in line with the principles and in the form specified in these Rules;
  - h) **Personal data**—shall mean personal data within the meaning of the Act of 29 August 1997 on the Protection of Personal Data;
  - i) **Business Days** —days from Monday to Fridays without Saturdays and statutory holidays;
  - j) **Working hours**—the period from 8:00 a.m. to 4:00 p.m. on Business Days;
  - k) **Costs of Product/Shipment delivery**—shall mean costs incurred by ES and necessary to deliver the Product to the Client in line with the Order.
- 4) To place Orders in the Store, only those Ordering Parties which fulfil the requirements specified in §1.3b are entitled.
- 5) The Rules define only the principles of concluding and implementing sales agreements concluded in the Store.
- 6) These Rules constitute the rules referred to in Art. 8 of the Act of 18 July 2002 on the Provision of Electronic Services (Polish Journal of Laws) No. 144, item 1204).

## Accepting and executing orders

### § 2.

- 1) All information about the goods, in particular catalogues, folders, brochures, other information or advertising materials, as well as materials on the website [www.europasystems.pl](http://www.europasystems.pl), addressed by ES to recipients and possible clients does not constitute an offer within the meaning of law regulations and it is only an invitation to negotiation.
- 2) The Store offers its Clients only products included in the offer on the website of the Store. Photographs of products are only examples and serve the purpose of their visual presentation. They serve an indicative purpose only.
- 3) The prices provided do not include costs of shipment borne by the Client. Prices for shipment of a given product vary and depend on the payment method and form of delivery.
- 4) The Store reserves the right to change the Prices of Products, with the proviso that changes in prices shall not apply to orders in execution.
- 5) To place Orders and purchase Products, you have to register.
- 6) Each Client shall receive from ES a one-time discount upon registration amounting to 5% on the first purchase. The discount applies to the net value of the order, aggregates only with quantity discounts, and its value is calculated in the basket. During the sales process, you have to enter in a relevant, dedicated field the unique discount code provided in the e-mail confirming the registration.
- 7) ES has the right to refuse to register an account or to delete the account of a Client if the Client fails to comply with the conditions resulting from the Rules or if ES has a justified reason to believe that the data provided by the Client during registration are not correct. Should the account be deleted, the Client shall be informed thereof by e-mail without 7 days before the planned deletion.
- 8) Registration of the Client Profile may also be refused in the following cases:
  - a) personal data or information provided by the person registering the account are incorrect or it is possible to verify them,
  - b) the person registering the account is not an entrepreneur,
  - c) login entered by the person registering the account is already present in the database. In such a case, the Client has to provide another login.
- 9) The account may be deleted in the following cases:
  - a) personal data or information provided by the person registering the account are incorrect or it is possible to verify them.
  - b) the person that has registered the account is not an entrepreneur.
  - c) The Client performed activities that infringed the Rules or law regulations,
  - d) The Client has acted to the detriment of ES or other Clients, or committed an act forbidden by law.
  - e) No activity of the Client was recorded in the Service for 12 months.
- 10) To place an order in the Store and to use the services available on the website of the Store, the Client must have an active e-mail account (address).
- 11) Orders can be placed through the website provided that the ICT system used by the Client, meets the following technical requirements:
  - a) any Internet browser (Internet Explorer, Mozilla Firefox, Opera, Google Chrome, or another one);
  - b) Java applets support enabled in the browser.

- 12) To register, the Ordering Party is obligated to correctly fill in the registration form available in the Service, provide a unique login and password with which it will be possible to log in to the Account.
- 13) When registering the Account, the Ordering Party may grant their consent to receive commercial information sent to them to the e-mail address provided for that purpose, accepts the present Rules and grants their consent for the Seller to process the Personal Data in the scope and for the purposes specified in these Rules.
- 14) By filling in and accepting the registration form, the Ordering Party grants their consent to the conditions of placing Orders specified in the Rules.
- 15) By filling in and accepting the registration form, the Ordering Party represents that he is an entrepreneur and he shall make purchases in the Store only for purposes directly or indirectly associated with the business or professional activity conducted by him.
- 16) After selecting the Products, the Ordering Party shall place them in a virtual basket. The Ordering Party can view the contents of his basket during the entire process of shopping.
- 17) Orders To place Orders in the Store, it is necessary to log in on the Account.
- 18) Orders can be placed 24/7.
- 19) The Seller reserves the right to specify other Business Days on which Order will not be executed, upon prior notice posted in the Service.
- 20) The Orders should be placed using the form provided by the Store. An Order placed by the Client constitutes an offer to conclude the sales agreement concerning the goods ordered from ES.
- 21) The Orders can be placed using the form provided by the Store or by e-mail 24 hours a day, 7 days a week. Orders are executed on Business Days. Orders placed on Saturdays, Sundays, and statutory holidays will be processed in the sequence of placing on the first business day following the day on which a given Order was submitted.
- 22) To ensure the correct execution of an order placed through the Store, you should fill in the order form correctly and provide data necessary to ship the ordered goods, and in particular delivery address, telephone number, e-mail address, and you should accept the Rules of the Store in the version applicable when the Order was placed.
- 23) The Rules in the version applicable when the Order is placed constitutes an integral part of the sales agreement.
- 24) An Order shall be accepted by the Seller by sending to the Ordering Party, via e-mail to the e-mail address provided in the registration form, the confirmation of Order acceptance for execution, stating the Order number, Product ordered, unit and aggregate price of the Product, Costs of Product delivery, and delivery address. Such an acceptance is tantamount to the Seller's acceptance of the offer submitted by the Ordering Party.
- 25) The Orders placed in the online Store are executed in Poland.
- 26) It is possible to ship the goods purchased abroad upon prior individual arrangement with the Client of the shipment cost and shipment rules.
- 27) The Store reserves the right to confirm an accepted Order by phone or e-mail. The Store may refuse to execute an Order, notifying the Client thereof by e-mail.
- 28) Placing an Order is not tantamount to its acceptance by the Store.
- 29) In any case, the Store reserves the right to verify an Order placed and to cancel it in cases which raise justified doubts as to the reliability of such an Order.
- 30) The sales agreement shall be concluded when the Ordering Party receives the Seller's declaration of acceptance of the purchase offer placed by the Ordering Party with regard to the Product subject to the Order.
- 31) As part of the sales agreement concluded in the manner specified above, the Seller undertakes to execute the Order in accordance with the Order content specified for the Ordering Party in the Order acceptance.

- 32)** The ownership of the Product shall be transferred to the Ordering Party as at the moment of payment of the Product Price + VAT in accordance with the provisions of these Rules.
- 33)** Indicative information about the availability of the Product is provided next to its description and is not binding for the Seller.
- 34)** The amount of Prices is binding and not subject to negotiation.
- 35)** Where the Seller is unable to execute an Order within the deadline indicated in the Service, the Ordering Party shall be immediately notified of that fact by e-mail. In such a case, the Ordering Party shall have the right, within 2 days as of the day on which funds are credited on the Seller's account:
- a)** extend the Order delivery time,
  - b)** cancel the entire Order.
- 36)** Indicative Order delivery times are specified below:
- a)** Roller bars LR28, LRK28 -delivery time up to 3 business days.\*\*
  - b)** Ball units series 3000 and 5150 - delivery time up to 3 business days.\*\*
  - c)** Transport rollers:
    - series RT0, RT1, RT2 (do 100szt.) -delivery time up to 3 business days.\*\*
    - series RT2K2 (to 50 pcs.) - delivery time up to 7 business days.\*\*
  - d)** Pallet warehouse -delivery time at least 4 weeks.\*\*\*
  - e)** Lift tables - delivery time between 2 and 8 weeks.\*\*\*\*
  - f)** Non-driven roller conveyors - delivery time up to 21 business days.\*\*
  - g)** Turntable for construction profiles - delivery time up to 6 weeks.\*\*\*
  - h)** Chain wheels - delivery time up to 3 business days.\*\*
- \* delivery times provided refer to forwarding business days (Monday to Friday); any possible delays can result, among other things, from unfavourable weather conditions or statutory holidays. In the case of any delays, the Client shall be promptly notified;
- \*\* delivery times provided are just examples which will be met if individual components are available in stock at a given moment. In the case of shortages in stock, delays may ensue, of which the Client will be promptly notified
- \*\*\* delivery times provided shall be met if the subcontractors supplying ES pneumatics/hydraulics meet delivery times specified by them
- \*\*\*\* delivery times provided depend on the stock of the Swedish Marko company, the main producer of lift tables whose sole representative for Poland is ES.

### **Delivery**

#### **§ 3.**

- 1)** Shipment shall be sent to the address indicated in the Order form. The Store shall promptly notify the Client of the incorrectly completed Order form which makes it impossible to ship or can result in delayed shipment.
- 2)** The payment for the Order shall be effected in the form of an advance payment to the Store's bank account, on the basis of a pro-forma invoice.
- 3)** In Payment description, please specify the Order number.
- 4)** The Ordering Party undertakes to pay the Price indicated by the Seller + VAT along with Costs of Product delivery and Product collection.
- 5)** The Client is obliged to make the transfer to the specified bank account within 7 days as of placing the Order. Should the Seller not receive the price amount or the confirmation of the price payment within this time frame, this shall be tantamount to the Order cancellation.

- 6) The Client may cancel an Order if it has not been executed yet, within 6 hours as of placing the Order (by phone or e-mail).
- 7) The Product ordered in the Store will be delivered by the courier service chosen by the Store to the Client's address provided in the Order. The decision what courier service to select is at the Store's sole discretion because of the properties and indented purpose of the goods offered, which require a special transport procedure and dedicated protection means.
- 8) The Client can also collect the goods purchased in the ES's headquarters.
- 9) Each transaction is confirmed with a VAT invoice.
- 10) Placing an Order in the Store, the Ordering Party authorises the Seller to issue a VAT invoice without the Ordering Party's signature.
- 11) If it is impossible to collect the Product in the specified delivery time, the Ordering Party is obliged to immediately send relevant information to the Seller by e-mail.
- 12) In the case of Orders comprising a few types of Products to be delivered by a single courier service, the delivery time shall depend on the completion by the Seller of the process of picking the last Product from a given Order.
- 13) At the Product delivery, the Ordering Party is obliged to check the Product covered with the Order for transport damages, whether the Product packaging is intact, and whether the shipment complies with the Order. A complaint shall be examined only when shipment damage, incompleteness, or non-compliance with the Order is ascertained in the presence of the courier, and only when a complaint protocol has been drawn up. The Seller shall be immediately notified of the situation.

### **Complaint procedure/Guarantee**

#### **§ 4.**

- 1) ES grants a guarantee of quality to Client for the Products purchased. The scope of quality guarantee depends on the type of product and is specified in the guarantee document enclosed to the Product. The period of quality guarantee is 12 months as of the date of delivery of the Products, provided that the device is operated on a one-shift basis, i.e. 2,080 hours of work annually at most (whichever occurs first). The ES's liability due to warranty for defects in the Product is excluded.
- 2) In the case of defects in a Product covered with guarantee, or other irregularities associated with the Order execution, complaints can be filed electronically (e-mail address: [webshop@europasystems.pl](mailto:webshop@europasystems.pl)) or in written form (service address: Europa Systems Sp. z o.o., Żabów 76 B, 74-200 Pырzyce) using the form posted on the website of the Store or drawing up Client's own letter of complaint containing the following information about the Client:
  - a) first name and surname;
  - b) telephone no. or e-mail address;
  - c) type and quantity of Products purchased and the proof of purchase;
  - d) reason for the complaint;
  - e) claim of the complainant.
- 3) Complaints not including the above data shall not be processed until the data are provided by e-mail to the e-mail address for complaints.
- 4) Immediately, however not later than within 14 days as of the complaint receipt date, the Store shall take a stance with regard to the complaint and inform the Client about the further steps. If a complaint related to a defective Product is deemed to be valid, ES undertakes to

ensure a condition of the Product compliant with the agreement or to reimburse the payment to the Client, with relevant provisions of the Civil Code taken into account. If a complaint is rejected, the Client may pursue their claims in court or make an attempt to solve the dispute amicably.

- 5) ES's obligations resulting from the guarantee provided cover only defects occurring as a result of correct operation of the Products. ES is not obliged to repair under guarantee in the case of ordinary wear and tear of consumable parts as well as defects resulting from or in connection with alternations made in the Products or repairing them without prior written consent of ES. ES is not obliged to repair Products or provide other services under guarantee in the case of a defect resulting from: incorrect assembly and regulation, exceeding technical parameters, using incorrect utilities, inappropriate operation and maintenance.
- 6) The cost of shipment of the Product complained against to the Seller shall be borne by the Ordering Party, and if the complaint is granted, the return shipment shall be paid by the Seller. The manner and date of the shipment will be specified after examining the complaint.
- 7) The Seller shall not accept any cash-on-delivery returns.

### **Processing of personal data**

#### **§ 5.**

- 1) The Ordering Party provides their personal data on a voluntary basis.
- 2) Logging in to the Store, the Ordering Party grants their consent to the processing of personal data for purposes associated with registration in the Store, executing Orders, creating and keeping Account of the Ordering Party, and entering the Ordering Party to the database of Ordering Parties, as well as concluding and performing sales agreements in the Store.
- 3) Accepting the Rules, the Client grants their consent for the owner of the Store to process the Client's personal data in accordance with the Act of 29 August 1997 on the Protection of Personal Data (consolidated text: Journal of Laws 2014, item 1182), where necessary for the purposes of the process of Order execution as well as for marketing purposes.
- 4) The controller of personal data within the meaning of the above mentioned Act is ES.
- 5) Personal data are provided to courier companies or other data controllers if this is necessary to execute the Order. Personal data may be provided to competent authorities.
- 6) ES ensures that the Clients are able to exercise the rights resulting from the Act of 29 August 1997 on the Protection of Personal Data (consolidated text: Journal of Laws 2014, item 1182), i.e. makes it possible for the Client to review their personal data and correct them as well as the right to file, in the cases listed in the Act, a request substantiated in writing to cease to process their personal data, and the right to object to the processing of personal data for marketing purposes or to providing the data to another data controller.
- 5) Any correspondence in matters connected with personal data processing the Client should send to the following address: Europa Systems Sp. z o.o., Żabów 76B, 74-200 Pyrzyce, with annotation: "Personal Data".

### **Liability of the Seller**

#### **§6**

- 1) The Seller shall not be liable, in particular, for damages resulting from:
  - a) failure of the Ordering Party to comply with technical requirements necessary to use the Product;
  - b) force majeure;
  - c) failure of or damage to the Product resulting from malfunctions of any peripheral devices, failure of hardware or software controlling the device the Product is a part of;
- 2) The Ordering Party shall be fully liable for any results stemming from an Order placed by the Ordering Party that is incorrect or non-compliant with the Rules, or from incorrect data provided in the registration form.
- 3) Of each change of the e-mail address the Ordering Party party who uses it in contacts with the Seller is obliged to immediately notify the Seller. In the case of liquidation or change of the e-mail address, the Ordering Party is obliged to ensure that messages incoming to the former address are redirected to the new address so that also the messages sent to the former address are received by the Ordering Party. In the case of failure to meet these obligations, the Seller shall not be liable for any damage resulting from the Ordering Party's inability to read a given message.
- 4) The Seller shall not be liable under warranty or for the loss of benefits which could have been gained by the Ordering Party if they had not incurred the damage. The total liability of the Seller under any and all titles may not exceed the amount of the Order associated with the loss.

### **Final provisions**

#### **§ 7.**

- 1) The Rules are available on the website of the Store on a permanent basis.
- 2) Placing an Order shall mean the acceptance of the Rules in the wording applicable on the day of placing the Order.
- 3) In matters not regulated with these Rules, the provisions of the Civil Code shall apply.
- 4) ES reserves the right to change these Rules with the proviso that the changes shall not apply to the services in the course of execution.
- 5) Before placing an Order, the Client is obliged to read these Rules. Placing an Order is tantamount to the acceptance of these Rules.
- 6) All disputes resulting from the conclusion, performance, and termination of sales agreement or other agreements concluded under the Rules, the Seller and the Ordering Party – if no agreement could be reached – shall refer for settlement to the Court with territorial jurisdiction over the registered office of the Seller.
- 7) The Rules enter into force as of 23.01.2017.
- 8) If the Ordering Party loses the status of an entrepreneur as well as in any period of suspension of business activity, the Ordering Party is not entitled to use the Store, and therefore , the Ordering Party is obligated to refrain from placing orders in that period and to inform the Seller about the existence of the said circumstances. If the Ordering Party loses the status of an entrepreneur, they should immediately de-register from the Store.
- 9) The Store reserves the right to:
  - a) withdraw individual products from the Store,
  - b) change Prices and quantities of Products in the Store,
  - c) introduce new Products to the Store,
  - d) introduce changes and cancel promotional campaigns on the website of the Store.