

## GENERAL TERMS AND CONDITIONS OF SALE

of the Company Wamtechnik Spółka z ograniczoną odpowiedzialnością based in Warsaw.

(version in force as of 03.04.2023)

### § 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale ("**GTS**") shall apply to the sale of products and provision of services ("**Products**") by Wamtechnik spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw ("**Wamtechnik**"), to an entity that is an entrepreneur who makes a purchase within the scope of its business activity ("**Buyer-Entrepreneur**") or an entity that runs a sole proprietorship who makes a purchase unrelated to the scope of its business activity ("**Entrepreneur-Consumer**"). To the extent that the rights and obligations granted to the Buyer-Entrepreneur and the Buyer-Consumer are the same, the GTS will refer to the Buyer ("**Buyer**").
2. The GTS apply to contracts concluded in the form of an Order (as defined below), placed by the Buyer, and to other transactions concluded by Wamtechnik and the Buyer ("**Parties**") by means of a separate contract of sale, or any other contract of similar nature when the Parties so agree in that separate contract. GTS do not apply to contracts concluded through the B2B Online Store.
3. Placing an Order is a service provided electronically, the terms and conditions of which are set forth in the Terms and Conditions of Wamtechnik Service (as defined below).
4. The GTS are published on Wamtechnik's website [www.wamtechnik.pl](http://www.wamtechnik.pl), which is equivalent to making the GTS available to the Buyer prior to the conclusion of the contract. The Buyer can download the GTS from Wamtechnik's website at any time, store and reproduce them.
5. Any deviation from the GTS is possible only with the written consent of Wamtechnik by individual arrangement.
6. Special written arrangements between Wamtechnik and the Buyer, shall take precedence over the provisions of the GTS. In case of discrepancies between the provisions of individual documents of a given transaction, their binding hierarchy of precedence is established: 1.) contract concluded in the form of a separate document, 2.) Order Confirmation (as defined below), 3.) GTS, 4.) Order.

### § 2 DEFINITIONS

1. **GTS** - means these General Terms and Conditions of Sale,
2. **Products** - a movable thing or service, which is the subject of the Contract (as defined below), except for a thing that serves only as a carrier of digital content or is a digital service.
3. **Wamtechnik** - Wamtechnik Limited Liability Company based in Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS number: 0000179475, REGON: 012110050, NIP: 522-01-04-603, Al. Wilanowska 7 lok. 3, 02-765 Warsaw, telephone number: +48 22 701 26 00 e-mail address: [office@wamtechnik.pl](mailto:office@wamtechnik.pl).
4. **Buyer - Entrepreneur** - a buyer who makes a purchase in the scope of his business activity.
5. **Entrepreneur-Consumer** - a natural person entering into an Contract directly related to his/her business activity, when it follows from the content of the Contract that it does not have a professional character for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity. Regulations on provisions applicable only to consumers and Consumers-Entrepreneurs are regulated in § 11 of the GTS.
6. **Buyer** - Buyer-Entrepreneur and Entrepreneur-Consumer together, if they have the same rights.

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7. **Services** - services provided electronically in accordance with the Terms and Conditions of Wamtechnik Service.
8. **The Wamtechnik Service** - the website at [www.wamtechnik.pl](http://www.wamtechnik.pl), which has its terms and conditions at <https://wamtechnik.pl/regulamin-strony/>, does not include the Wamtechnik B2B online store.
9. **B2B Online Store** - an online service run by Wamtechnik, through which orders can be placed by Entrepreneurs and to which the GTC does not apply. Access to the b2b platform requires authorization by Wamtechnik and is covered by separate regulations
10. **Terms and Conditions of Wamtechnik Service** - the terms and conditions for the provision of electronic services by Wamtechnik, located at <https://wamtechnik.pl/regulamin-strony/>.
11. **Order** - the Buyer's statement of intent to conclude the Contract, regulated in the GTS,
12. **Individual Order** - an Order placed by the Buyer in accordance with the Data (as defined below) provided by the Buyer.
13. **Order Confirmation** - Wamtechnik's statement of acceptance of the order for execution, at the moment of issuance of this statement the Contract is concluded,
14. **Contract** - a contract for sale or order by Wamtechnik concluded at a distance by electronic means between Wamtechnik and the Buyer, the subject of which is the sale of a Products or the execution of an Order.
15. **Data** - the design, plans, drawings, specifications or other data provided by the Buyer for the execution of the Individual Order.
16. **Information about Products** - catalogs, brochures, leaflets, presentations and other commercial terms and conditions of Wamtechnik, including those that contain the name "offer" in them, directed both to the general public and to a specifically designated entity containing at the same time the prices of the Products, which constitute only an invitation to place Orders by Buyers and do not constitute an offer within the meaning of the Civil Code.

Any definition of wording capitalized in the GTS, and not having a definition therein, shall be understood in accordance with their definition indicated in the Terms and Conditions of Wamtechnik Service.

### § 3 ORDER

#### Order

1. The Order shall be submitted in writing, including by e-mail, to: [dok@wamtechnik.pl](mailto:dok@wamtechnik.pl).
2. The Buyer - Entrepreneur shall have the right to cancel the Order only with the approval of Wamtechnik, within 3 (three) working days from the date of its placement. In case of cancellation of the Order after the indicated period of 3 (three) days, the Buyer - Entrepreneur shall be obliged to cover the costs incurred by Wamtechnik for covering the fees for components for manufacturing the Products and the cost of labor incurred for the order by Wamtechnik as of the date of cancellation, as well as other costs, if any, incurred by Wamtechnik in connection with the Order.
3. When placing an Order, the Buyer shall provide information regarding the ordered Products, i.e. the name/number of the Wamtechnik Products and the name/number of the customer's article if any, the quantities ordered, the required delivery date, the place of delivery, the details of the contact person, the reference to the offer on the basis of which the Order is placed.
4. The buyer shall be obliged to include a note on the order regarding the need to attach certificates, declarations or other required documents for the delivered goods.
5. The prices of the Products are posted in the Information about Products. It does not apply to Individual Orders.
6. Submission of an Order shall at the same time imply acceptance of the prices shown in the Information about Products and these GTS.



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## Order Confirmation

7. Wamtechnik shall send an Order Confirmation to the email address provided by the Buyer. Order Confirmation by Wamtechnik in writing, including by e-mail, shall mean acceptance of the Order and commencement of its processing, and the Contract shall be deemed concluded. Failure to confirm means that the Order is not accepted for execution and its further processing, and the Contract is considered not concluded. In a subsequent message, Wamtechnik informs the Buyer about the date of execution of the Order and its shipment.
8. In any case, the Order placed by the Buyer, including in response to Wamtechnik's terms and conditions having the characteristics of an offer, shall not bind Wamtechnik, and the Contract shall be concluded by way of Order Confirmation by Wamtechnik.
9. The Buyer-Entrepreneur is obliged to analyze the Order Confirmation in detail.
10. In the case of execution of designs - Individual Order - submission of the Order by the Buyer is the same as approval of the designs, and consequently acceptance of the Order for production. In case of any discrepancies, the Buyer is obliged - no later than 2 (two) working days after receiving the confirmation - to notify Wamtechnik in writing, including by e-mail. Failure to notify means that the Buyer shall not raise against Wamtechnik any allegations of nonconformity of the product with the contents of the Order and design and delivery with the contents of the Individual Order, and the assessment of the validity of the allegations raised by the Buyer shall be considered by the Parties based on the contents of the draft of the Individual Order and the Order Confirmation. If the Buyer confirms an Individual Order, the subject matter of which will be the same as the Orders already previously executed by Wamtechnik, it shall be presumed that this Individual Order is to be executed in a manner analogous to the previously executed Orders, unless something else follows directly from the content of the Individual Order.
11. In the event of force majeure, understood as in § 9 of the GTS, the delivery date may be changed, for which Wamtechnik shall not be liable. In particular, Wamtechnik shall not be liable for delays resulting from applicable common and local laws issued in connection with the ongoing SARS-CoV-2 virus pandemic.
12. The delivery date may be changed if the Buyer fails to provide Wamtechnik with the Data and entrusted components necessary for the execution of an Individual Order covering non-prefabricated products, manufactured to the Buyer's specifications or serving to satisfy individualized needs. In the event of a change of date, the production order will be placed on the schedule as soon as possible according to the current lead time, and the entrusted components must be at Wamtechnik a minimum of one week before the start of production. The Buyer agrees not to make any claims against Wamtechnik in connection with the change of the deadline, which is described in this § 2 paragraph 11.
13. In the event that the Buyer requests Wamtechnik to change the date of execution of the Order (accelerate or delay its execution), Wamtechnik shall endeavor to fulfill such request, taking into account the current production schedule. However, such request shall not be binding on Wamtechnik in any way.

## **§ 3. PRICE AND TERMS OF PAYMENT**

### Price

1. Before concluding the Contract, Wamtechnik shall inform the Buyer - Entrepreneur about the method of calculation of the final price of the Products.
2. In the absence of contrary arrangements between the Parties, with respect to Orders placed by the Buyer-Entrepreneur, the price shall be calculated based on the principles set forth in § 4 item. 2 GTS and this price does not include any fees, taxes and similar charges that are due now or will be due in the future with respect to the Products. Taxes, fees and similar charges shall be added by Wamtechnik to the sales price if Wamtechnik is entitled or obligated to pay them, and the Buyer-Entrepreneur shall be obligated to pay them together with



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the price. To regulate the issue of incurring costs related to the delivery of the Products, the Parties may refer in the contract to the relevant Incoterms formula or special conditions negotiated with the Buyer-Entrepreneur on the basis of separate agreements.

3. The price established in the information on the price of the Products and delivery costs is a guaranteed price in accordance with the provisions and conditions contained therein. However, Wamtechnik acquires the right to unilaterally increase it adequately to the increase in the cost of production of the Products (caused by factors beyond its control, such as: change in exchange rates, laws, fees or taxes, increase in the cost of labor, materials or other means of production) calculated for the time of actual delivery of the Products to the Buyer-Entrepreneur. Wamtechnik will immediately inform the Buyer-Entrepreneur of any increase in price.

#### Payment terms

4. In the absence of any agreement on the terms of payment to the contrary, the Buyer shall pay the price to Wamtechnik, on the date indicated on the VAT invoice, by wire transfer to the bank account indicated on the VAT invoice. The date of payment shall be the date on which Wamtechnik's bank account is credited. If the price for the Products is expressed in Euro or any other foreign currency, the Buyer shall make payment only in this currency.
5. The first three transactions with a given Buyer are carried out on a prepayment basis. Failure to meet any of the later payment terms set by Wamtechnik shall result in a return to this form of settlement.
6. In case of failure to meet the payment deadline, Wamtechnik reserves the right to charge interest at the rate of statutory interest for delay for each day of delay.
7. In the case of ordering by the Buyer of non-standard goods (i.e., not required at the Seller's current sales) is the payment by the Buyer of an advance in the amount of 30% of the gross value of the ordered goods, unless the Parties agree otherwise.

### **§ 4 RELEASE AND RECEIPT OF PRODUCTS**

#### Release

1. The place of release of the Products and the place of performance by Wamtechnik shall be Wamtechnik's warehouse in Piaseczno, ul. Techniczna 2 bud. H ("**Place of Release**").
2. Wamtechnik shall bear only the costs of delivery of the Products to the Buyer at the Place of Release and the costs of packaging of the Products for the time of their transportation. The remaining costs - i.e. delivery costs, shall be borne by the Buyer, unless the Parties' arrangements or information on delivery costs provide otherwise.
3. The Buyer shall be obliged to collect the Products from Wamtechnik on the date indicated on the Order Confirmation.
4. In case of delayed acceptance by the Buyer, Wamtechnik shall have the right to charge additional fees related to storage of the Products.
5. If the Products are to be shipped to an agreed delivery location, the Buyer shall ensure acceptance of the Products at the destination, at the time of delivery by Wamtechnik.

#### Receipt

6. The Buyer shall be obliged to perform the quantitative and qualitative acceptance of the Products immediately, no later than within 3 (three) days from the date of their release to the Buyer. Within this period, the Buyer is entitled to file objections to the delivery in writing. Wamtechnik shall consider objections without undue delay. If objections are positively reviewed, Wamtechnik will replace or supplement the delivered Products.



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7. Objections submitted after the expiration of the period referred to in item. 6 shall expire and shall not be considered. This does not apply to situations concerning defects in the Products that could not be detected within the period referred to in item. 6.
8. The above deadlines do not apply to Entrepreneurs - Consumers, for whom the complaint procedure is described in § 11 of the GTS.

#### Transfer of risk and ownership

9. The benefits and burdens associated with the Products and the danger of its accidental loss or damage, as well as the right of ownership shall pass to the Buyer upon delivery of the Products at the Place of Release. The rules in question shall apply regardless of the choice of the relevant Incoterms formula, unless otherwise agreed by the Parties in writing.
10. Wamtechnik shall be entitled, and at the request of the Buyer and at his expense, obliged to insure the Products to the agreed extent.

### **§ 5. GUARANTEE**

For orders placed by Buyers and for Wamtechnik Products, the Warranty Conditions and Battery Operating Rules published on Wamtechnik's website: [www.wamtechnik.pl](http://www.wamtechnik.pl) shall apply. The documents found on the indicated website will apply in each case to the Products offered by Wamtechnik.

### **§ 6 RESPONSIBILITY**

1. The liability of Wamtechnik towards the Buyer - Entrepreneur, in particular for non-performance or improper performance of contractual obligations, liability in tort, warranty or any other title, for all damages, claims and other demands having to do with or resulting from the contract governed by the GTS shall be limited to the actual damage, excluding damages in the form of lost profits and all consequential damages, resulting in particular from the failure of the Buyer - Entrepreneur to perform his contractual obligations, including claimed on a recourse basis. In the event that Wamtechnik incurs liability to a third party for damages described in this section, the Buyer-Entrepreneur shall indemnify and hold Wamtechnik harmless from such liability.
2. The provisions indicated in item. 1 do not exclude or limit Wamtechnik's liability for damage for which liability cannot be excluded or limited in accordance with mandatory legal provisions.
3. If the Products have been developed or manufactured in accordance with the Data, Wamtechnik shall not be responsible for the correctness or completeness of the Data provided by the Buyer and shall not be obliged to analyze/control the Data in this respect. Wamtechnik shall ensure the correct operation of the Products only to the extent of the Data provided by the Buyer and shall not be responsible for the integration (installation/adaptation) of the parameters of the Products for use in the Buyer's end device ("**Device**") and shall not be liable for malfunctions of the Products in the Device or for damages that may occur in the Device.
4. If it has been agreed that Wamtechnik will install/integrate the Products into the Device or perform tests of the Products on the Buyer's premises or a location designated by the Buyer, Wamtechnik shall not be liable for any damage that occurs on the Buyer's premises and infrastructure.

### **§ 7 INTELLECTUAL PROPERTY RIGHTS**

1. Wamtechnik does not transfer property copyrights, other intellectual property rights and does not grant any licenses in connection with the sale of the Products.



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2. In the event that the Products have been developed or manufactured in accordance with the Data provided by the Buyer, the Buyer shall indemnify Wamtechnik against all claims and damages arising from any alleged or actual infringement of any intellectual property rights or industrial property rights belonging to a third party.
3. The Buyer shall promptly notify Wamtechnik of the emergence of any intellectual property claims related to the Products and shall provide Wamtechnik with all assistance and information that Wamtechnik requests in order to defend itself against such claims.

#### **§ 8 CONFIDENTIALITY**

1. Any information obtained by the Buyer in connection with the performance of the Contract subject to the GTS, including, in particular, any organizational, commercial and technical information concerning Wamtechnik and not made available to the public, shall be considered confidential information and, as such, shall not be disclosed to third parties. This obligation, does not apply to situations in which the obligation to provide information arises from mandatory legal regulations. In particular, the Buyer undertakes to treat as confidential information concerning the volume of trade, applied prices, discounts, product specifications, logistic agreements and technological data.
2. The Buyer declares that it will not use confidential information for purposes other than for the performance of the Contract subject to the GTS, and that it will provide such information with due protection appropriate to its confidential nature. The obligation to keep the information confidential shall remain in force after the execution of the Contract and may be revoked only with the consent of Wamtechnik expressed in writing.
3. The provisions of this paragraph shall apply only to the extent that they do not conflict with the provisions of a separately executed confidentiality agreement between the Parties.

#### **§ 9. FORCE MAJEURE**

1. Force majeure shall be defined as any event beyond the control of the Parties, such as, but not limited to, worldwide or local epidemics, including in particular the SARS-CoV-2 pandemic, strikes, wars, acts of terror, accidents, fires, natural disasters, accidents or other labor unrest as well as transportation delays.
2. If Wamtechnik's inability to perform the Contract has been caused by a force majeure event, Wamtechnik shall be released from liability for non-performance of the Contract and its obligation to perform the Contract shall be suspended for the duration of the force majeure event, provided that Wamtechnik has exercised due diligence to ensure that its obligation is duly performed and within the stipulated time.

#### **§ 10. RIGHTS OF THE PARTIES**

1. Wamtechnik shall have the right to cancel the Order in whole or in part in the event of:
  - 1) the Buyer's failure to take delivery of the Products without reasonable cause, and the delay in taking delivery exceeds 10 (ten) days,
  - 2) insofar as Wamtechnik has requested an advance payment for the Products, Buyer's delay in paying the advance payment,
  - 3) in the event of the insolvency of the Buyer, the filing of a bankruptcy petition by the Buyer, the declaration of bankruptcy or the opening of liquidation of the Buyer, within 180 (one hundred eighty) days from the beginning of the periods referred to in subsections 1-3, respectively.
2. Wamtechnik shall be entitled to withhold the release of the Products from the Orders already accepted if the Buyer has any payments outstanding against Wamtechnik on time. In this case, Wamtechnik may also call on the Buyer to settle the outstanding payments within 7 (seven) days subject to the right to withdraw from the concluded Orders, and in the absence of performance of this obligation, Wamtechnik shall be entitled to



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withdraw from the Orders within 180 (one hundred eighty) days from the expiration of the deadline specified in the call for payment.

3. The Buyer shall be entitled to deduct the amounts it claims from Wamtechnik from the amount it is obligated to pay to it for the sale of the Products, provided that the counterclaim is validly established by a court decision or recognized by Wamtechnik.

#### **§ 11 REGULATIONS RELATING TO CONSUMERS AND ENTREPRENEUR - CONSUMERS**

1. Placement of the Order by the Entrepreneur-Consumer, is tantamount to his reading and acceptance of the Information about Products (which includes the total prices of Products and services and delivery costs) and these GTS. Upon receipt of the Order from the Entrepreneur-Consumer, Wamtechnik shall send the Order Confirmation to him. Order Confirmation is tantamount to the conclusion of the Contract.
2. Before concluding the Contract, Wamtechnik shall inform about the total price of the Order.

#### **Complaint procedure:**

3. Complaints about problems with the Products may be submitted to Wamtechnik via the Complaint Form available on the Wamtechnik Website.
4. Each complaint shall include:
  - a) data of the Entrepreneur-Consumer and e-mail address;
  - b) a detailed description of the problem,
  - c) and in addition, if possible, bank confirmation of payment.
5. If the complaint contains other deficiencies than those indicated in item. 2, or if it is necessary for the proper consideration of the complaint, Wamtechnik shall immediately call on the Entrepreneur-Consumer to supplement it, specifying the deadline, not shorter than 7 (seven) days, and the scope of this supplementation, with the instruction that failure to supplement the complaint within the specified period will result in leaving the complaint unrecognized. Upon ineffective lapse of the specified period, the complaint shall be left unrecognized.
6. A properly submitted complaint will be considered by Wamtechnik immediately, but no longer than within 14 (fourteen) days from the date of its submission. Wamtechnik shall respond as to how to handle the complaint to the e-mail address indicated in the Complaint Form, unless a different e-mail address to which the response is to be sent is indicated.
7. The filing of a complaint by the Entrepreneur-Consumer, as well as its non-recognition or leaving it unrecognized by Wamtechnik, does not affect the entitlement of the Entrepreneur-Consumer to pursue claims through the courts in accordance with applicable laws.
8. In the event of non-compliance of the Products with the Contract, the Consumer-Entrepreneur shall have the rights set forth in the provisions of the Law on Consumer Rights.
9. The Consumer-Entrepreneur may file a complaint about the Products if the Products does not comply with the Contract.
10. The Products shall be deemed to be in compliance with the Contract if, in particular, its description, type, quantity, quality, completeness and functionality and the Products remain in compliance with the Contract:
  - a) is suitable for the purposes for which a Products of this type is normally used, taking into account applicable laws, technical standards or good practices;
  - b) it is present in such quantity and has such characteristics as are typical for goods of this type and which the Consumer-Entrepreneur may reasonably expect, taking into account the nature of the goods and the public assurances made by the trader, its legal predecessors or persons acting on their behalf, in particular in advertising or on the label, unless Wamtechnik:



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- i. did not know about the public assurance in question and, judging reasonably, could not have known about it,
  - ii. prior to the conclusion of the Contract, the public assurance has been rectified in compliance with the terms and form in which the public assurance was given, or in a comparable manner,
  - iii. the public assurance did not influence the decision of the Consumer-Entrepreneur to enter into the Contract.
- c) be delivered with accessories and instructions that the Consumer-Entrepreneur may reasonably expect to be provided.
11. Wamtechnik shall not be liable for the lack of conformity of the Products with the Contract if the Consumer - Entrepreneur has been expressly informed that a specific feature of the Products deviates from the requirements of conformity with the Contract and, at the latest at the time of conclusion of the Contract, has expressly and separately accepted the lack of a specific feature of the Products.
12. Wamtechnik shall not be liable if the Products was produced as a result of an Individual Order, in accordance with the Data.
13. Wamtechnik shall be liable for the lack of conformity of the Products with the Contract existing at the time of its delivery and disclosed within 2 (two) years from that time. The Product's non-conformity with the Contract, which is revealed before the expiration of two years after delivery of the Products, shall be presumed to have existed at the time of delivery of the Products, unless the contrary is proven or this presumption cannot be reconciled with the specifics of the Products or the nature of the non-conformity with the Contract.
14. If the Products does not comply with the Contract, the Consumer - Entrepreneur may request repair or replacement.
15. Wamtechnik may make a replacement when the Consumer-Entrepreneur requests a repair or Wamtechnik may make a repair when the Consumer-Entrepreneur requests a replacement if bringing the Products into conformity with the Contract in the manner chosen by the Consumer-Entrepreneur is impossible or would require excessive costs for Wamtechnik. If both repair and replacement are impossible or would require excessive costs, Wamtechnik may refuse to bring the Products into conformity with the Contract.
16. Wamtechnik shall repair or replace within a reasonable time from the moment it is informed by the Consumer-Entrepreneur of the lack of conformity with the Contract, and without undue inconvenience to the Consumer-Entrepreneur, taking into account the specifics of the Products and the purpose for which the Consumer-Entrepreneur purchased it. The cost of repair or replacement shall be borne by Wamtechnik.
17. The Consumer-Entrepreneur is obliged to provide the advertised Products subject to repair or replacement at the expense of Wamtechnik.
18. The Consumer-Entrepreneur shall not be obliged to pay for the mere use of the Products, which was subsequently replaced.
19. If the Products is inconsistent with the Contract, the Consumer-Entrepreneur may submit a statement on price reduction or withdrawal from the Contract when:
  - a. Wamtechnik has refused to bring the Products into conformity with the Contract;
  - b. bringing the Products into conformity has proved to be ineffective;
  - c. the lack of conformity of the Products with the Contract is so significant that it justifies an immediate reduction of the price or withdrawal from the Contract;
  - d. it is clear from Wamtechnik's statement or circumstances that it will not bring the Products into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer-Entrepreneur.
20. The reduced price shall remain in such proportion to the price of the Products as the value of the non-conforming Products remains to the value of the conforming Products.



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21. Wamtechnik shall refund to the Consumer-Entrepreneur the amount due as a result of exercising the right to reduce the price immediately, no later than within 14 (fourteen) days from the date of receipt of the Consumer-Entrepreneur's statement on price reduction.
22. The Consumer-Entrepreneur may not withdraw from the Contract if the non-conformity of the Products with the Contract is immaterial. However, it is presumed that the Product's non-conformity with the Contract is material.
23. The Consumer-Entrepreneur may not withdraw from the Contract if the Products were manufactured according to an Individual Order.
24. The right of the Consumer-Entrepreneur to withdraw from the Contract shall be limited to Products that do not conform to the Contract, and not to the entire order.
25. In the event of withdrawal from the Contract, the Consumer-Entrepreneur referred to in the provisions above shall immediately return the Products to Wamtechnik at its expense. Wamtechnik shall return the price to the Consumer-Entrepreneur immediately, but no later than within 14 (fourteen) days from the date of receipt of the Products or proof of its return.
26. Products with mechanical damage and those caused by lack of or improper maintenance are not subject to complaint.
27. We would like to inform you that consumers and Consumers-Entrepreneurs have the possibility to use the out-of-court mode of handling complaints and claims. Information on how to access the aforementioned dispute resolution mode and procedures, can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl) under "Amicable settlement of consumer disputes". In addition, at: <http://ec.europa.eu/consumers/odr> Consumers-Entrepreneurs have access to an online consumer dispute resolution platform (the so-called ODR platform). The ODR platform is a multilingual, interactive website for serving consumers and entrepreneurs seeking out-of-court settlement of disputes arising from the conclusion of a distance sales or service contract. The use of the aforementioned out-of-court means of claim and dispute resolution is voluntary and can only take place if both parties to the dispute (the Consumer and the Wamtechnik) agree to it.

#### **Withdrawal from the Contract:**

1. A Consumer who is a Consumer-Entrepreneur who has concluded the Contract at a distance may, within 14 (fourteen) days from the date of receipt of the Products, withdraw from the Contract without giving any reason, by submitting to Wamtechnik a statement of withdrawal from the Contract. The statement of withdrawal may be submitted on the form, the sample of which is attached as Appendix No. 1 to the GTS. The statement may be sent:
  - a. by writing to: Techniczna 2, 05-500 Piaseczno,
  - b. in electronic form to: [office@wamtechnik.pl](mailto:office@wamtechnik.pl).
2. Wamtechnik is obliged to return the payments made by the Consumer-Entrepreneur to the Consumer-Entrepreneur immediately, no later than within 14 (fourteen) days from the date of receipt of the Consumer-Entrepreneur's statement of withdrawal from the Contract, including the costs of delivery of the Products (except for additional costs resulting from the delivery method chosen by the Consumer-Entrepreneur other than the cheapest ordinary delivery method by Wamtechnik). Wamtechnik shall refund the payment using the same method of payment used by the Consumer-Entrepreneur, unless the Consumer-Entrepreneur has expressly agreed to a different method of refund that does not involve any costs for him/her.
3. The cost of returning the Products in the event of withdrawal from the Contract referred to in the provisions above shall be borne by the Consumer-Entrepreneur.
4. In the event of effective withdrawal from the Contract, it shall be considered not concluded.



**wamtechnik.pl**

Registered Address:

Wamtechnik sp. z o.o.  
Aleja Wilanowska 7/3  
02-765 Warsaw, Poland

Office / Production / Warehouse:

Wamtechnik sp. z o.o.  
ul. Techniczna 2/H  
05-500 Piaseczno, Poland

[office@wamtechnik.pl](mailto:office@wamtechnik.pl)

**+48 22 701 26 00**

VAT ID: PL 522-01-04-603 REGON: 012110050

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5. The Consumer-Entrepreneur is obliged to return the purchased Products immediately, no later than within 14 (fourteen) days from the date on which he withdrew from the Contract. To meet the deadline it is sufficient to return the Products before its expiration.
6. In the event that the Consumer-Entrepreneur exceeds the deadlines for withdrawal from the Contract, Wamtechnik shall send back to the Consumer-Entrepreneur the returned Products at his expense.
7. If the Consumer-Entrepreneur places an Individual Order, he loses the right to withdraw from the Contract.
8. The Consumer who is a Buyer - Entrepreneur is not entitled to withdraw from the Contract concluded with Wamtechnik.

**Disclaimer:**

1. Wamtechnik shall not be liable for any damage or inability to purchase Products caused by difficulties in placing the Order, arising from circumstances that Wamtechnik could not have prevented or foreseen with due diligence, including problems related to the operation of the data communications network or Internet connections, as well as caused by random events,
2. Wamtechnik shall not be responsible for the blocking by mail server administrators of the transmission of messages to the e-mail address indicated by the Buyer in the order and for the deletion and/or blocking of electronic messages by software installed on the electronic equipment used by the Buyer.

**§ 12. APPLICABLE LAW AND DISPUTES**

1. Any disputes between the Parties arising out of or in connection with a Contract subject to these GTS shall be subject to the jurisdiction of the Polish courts and shall be resolved under Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CEISG) shall not apply.
2. If it is not possible to resolve a dispute between the Parties amicably, the court of competent jurisdiction to hear the dispute shall be the court having jurisdiction over the registered office of Wamtechnik. The above does not apply to Consumers-Entrepreneurs.

**§ 13. FINAL PROVISIONS**

1. The rights and obligations under the Contract governed by the GTS may not be transferred by the Buyer to a third party without prior written consent of Wamtechnik.
2. If any of the provisions of GTS or the Contract subject to GTS proves invalid or becomes invalid, the effect of invalidity does not apply respectively to the validity of the rest of the provisions of GTS or the Contract subject to GTS. In place of the invalid provisions, the relevant provisions of Polish law shall apply.
3. If the GTS contained, contrary to the intentions of Wamtechnik, provisions less favorable to the Entrepreneur-Consumer than the provisions of the Civil Code and the Consumer Rights Act of May 30, 2014. (Journal of Laws 2020.287, as amended) (the "Act"), such provisions shall be null and void, and the relevant provisions of the Civil Code and the Act shall apply in their place.
4. The GTS may be subject to change in the event of changes in the law or in the terms and conditions of Wamtechnik's services or sales. Wamtechnik will inform about the change of GTS via <https://wamtechnik.pl/> and by sending information to the e-mail address of the Buyer. The new provisions of the GTS shall be applied to Orders placed after the effective date of the amendments to the GTS.
5. In case of discrepancies in interpretation between different language versions of the GTS, the Polish version shall prevail.
6. The GTS shall enter into force on 03.04.2023.



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Attachment No. 1 to the General Terms of Sale

Declaration of withdrawal from a contract concluded at a distance\*.

To: Wamtechnik Spółka z ograniczoną odpowiedzialnością z siedzibą w Warszawie,

Al. Wilanowska 7 lok. 3, 02-765 Warszawa

First and last name:

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Address:

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Date of receipt of product:

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I agree to return the payment in connection with the withdrawal from the Product Sales Agreement via bank

account number:

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In accordance with my right, I inform you that I withdraw from the Sales Agreement for the following Products concluded on the website <https://wamtechnik.pl/>.

no.	Name	Quantity

---

date and signature

\*This form should be completed and returned only if you wish to cancel the contract

The statement of withdrawal from the Sales Agreement should be sent to the address: Techniczna 2,

05-500 Piaseczno or by email: [office@wamtechnik.pl](mailto:office@wamtechnik.pl).



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