



Piotrowice, 15.01.2021.

**General Terms and Conditions of Sales Agreements EDBAK Sp. z o.o.**

**effective from 15.01.2021**

**§1**

1. These General Terms and Conditions of Sale [hereinafter referred to as: GTCs] constitute a template contract within the meaning of Article 384 § 1 of the Civil Code, are binding for all contractors of EDBAK Sp. z o.o. based in Piotrowice (hereinafter referred to as EDBAK) and apply to the sale of products by EDBAK on the basis of contracts of sale, supply and distribution to all EDBAK contractors (hereinafter referred to as: Recipients), [with the exception of consumers within the meaning of the applicable laws]. The General Terms and Conditions do not require explicit acceptance by the Recipient and are available to contractors of EDBAK Sp. z o.o. in the Company's registered office [Piotrowice 186, 23-107 Strzyżewice] and in electronic version on EDBAK's website at [edbak.com](http://edbak.com) under the tab: General Terms and Conditions of Sale.
2. The T&Cs shall apply to the sale by EDBAK to Customers of products in EDBAK's current product range (hereinafter: Products).
3. Contracts concluded with individual Customers in writing may stipulate additional conditions for the sale of Products. Only by means of clear and unambiguous provisions introduced into the content of contracts referred to in the preceding sentence may the application of the entire GTCs or individual provisions of the GTCs be excluded. In the event of a contradiction between the content of the GTCs and the content of a concluded agreement as referred to in the preceding sentence, the parties shall be bound by the content of this agreement.

**§2**

1. The Products are sold by EDBAK at the retail prices contained in EDBAK's price lists in force on the day the order is placed, taking into account any discounts to which the Customer is entitled, as specified in the contract.
2. EDBAK is entitled to change the prices contained in the above-mentioned price lists at any time on its own. Any aforementioned price change shall be effective with respect to the Recipient after the new price list is sent to him via e-mail from the date indicated in the content of the changed price list. EDBAK undertakes to make every effort to inform the Recipients about changes in the prices of the Products at least 14 days in advance.
3. The price lists used and information on the assortment by EDBAK do not constitute an offer within the meaning of the Civil Code and do not oblige EDBAK to conclude a contract with the Customer under the terms and conditions specified in these price lists and information.
4. EDBAK is not responsible for typographical errors in information and advertising materials (brochures, catalogues, advertising leaflets, etc.) as well as in the content of information posted on the website. Illustrations in the information and advertising materials and on the website serve only for general presentation of EDBAK's offer.
5. For the sale of non-standardised products, the prices agreed in accordance with § 3 (7) of the T&Cs shall apply.

**EDBAK Sp z o.o.**

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### §3

1. EDBAK will fulfil orders for Products after the Recipient has placed a legible order (hereafter: Order). The Order may be placed in the following form: in writing to the EDBAK address or by e-mail to: [sales@edbak.com](mailto:sales@edbak.com).
2. Submission of an Order for EDBAK Products by the Recipient in the manner set out in paragraph 1 of this section of the GTC constitutes acceptance of the GTC by the Recipient.
3. Orders must specify the range of Products [catalogue number or drawing number] and the quantities of Products in each range.
4. EDBAK accepts the possibility of the Customer placing and EDBAK's performance of orders including atypical (non-standard) products, i.e. products other than those mentioned in EDBAK's current commercial offer. An order for non-standard products should specify detailed requirements of the Recipient with respect to the non-standard product.
5. For each Order to be effective, a confirmation of acceptance of the Order for execution by EDBAK is required. In turn, this means that only confirmed  
The Order shall be fulfilled by EDBAK. EDBAK is entitled to withhold the execution of individual Orders and EDBAK's exercise of the above right [once or repeatedly] shall not constitute non-performance or improper performance of the contract, and consequently that the Recipient shall not have any claims, including for damages, against EDBAK on this account. EDBAK also has the right to withhold the execution of the Order in a situation where the execution of the Order will cause the limit of the amount of deferred payment granted to the Recipient to be exceeded, or in case the Recipient has overdue liabilities towards EDBAK. Information on stopping the execution of the Order shall be communicated to the Recipient in the form provided for the submission of Orders.
6. With regard to Orders for Products, in the event of acceptance for execution Order - EDBAK shall, within 3 working days from the date of delivery of the Order to it, send to the Recipient, via e-mail, a confirmation of acceptance of the Order in question, including determination of the possible date of its fulfilment. In the event that within the period referred to in the preceding sentence, a confirmation of the Order for fulfilment is not sent to the Recipient, this shall mean that the Order in question shall be treated as not accepted for fulfilment by EDBAK.
7. With respect to Orders for non-standard products, within 5 working days from the date of delivery of the Order, EDBAK will send the Recipient, via e-mail, a preliminary offer containing the price of the non-standard products covered by the given Order, the possible completion date of the Order and the required deadline for payment of the price for the ordered non-standard Products. The Recipient, in the case of accepting EDBAK's offer within 2 days of being served with the above offer, is obliged to send EDBAK via e-mail to: [sales@edbak.com](mailto:sales@edbak.com) a statement of acceptance of EDBAK's offer, which will be equivalent to EDBAK accepting the Order for fulfilment. In the event that the Recipient makes additional changes to the Order, EDBAK reserves the right to update the price as well as the completion date. Failure by the Recipient to accept EDBAK's offer in the above-mentioned manner and date shall be treated by the Parties as a withdrawal by the Recipient of the submitted Order.



#### §4

1. EDBAK sells its Products from EDBAK's establishment (warehouse) located in Piotrowice 186, 23-107 Strzyżewice, in accordance with the EXW formula (according to Incoterms 2020). The release and collection of the ordered Products shall take place at the aforesaid EDBAK facility (warehouse) and shall be carried out by the Recipient or a carrier authorised by him. The Customer shall be liable for the actions and omissions of the carrier as for its own actions or omissions.
2. EDBAK is obliged to place the Products at the disposal of the Consignee at the aforementioned EDBAK warehouse and to load them at its own cost on a means of transport provided by the Consignee or a carrier authorised by him.
3. The Recipient shall bear all costs and risks related to the Products from the moment of loading them onto the means of transport provided by the Recipient or a carrier authorised by him, and in addition the costs of packaging the Products. Packaging of the Products takes place with the efforts of EDBAK at the cost of the Recipient. The Recipient shall in particular bear the costs of pallets.
4. The risk of loss of or damage to the Products shall pass to the Recipient as soon as they are loaded onto the means of transport provided by the Recipient or a carrier authorised by him, and in the case of ordering EDBAK by the Recipient to forward or transport the Products, under the principles defined in § 5, clause 4, sentence 2 of the General Terms and Conditions - as soon as the Products are loaded onto the means of transport organised by EDBAK.

#### §5

1. The expected date of completion of the Order indicated by EDBAK to the Consignee does not imply an obligation on the part of EDBAK to complete the Order within the specified date, but EDBAK undertakes to use diligence to comply with this date and to inform the Consignee of any change in this date.
2. In the absence of an individual agreement to the contrary between EDBAK and the respective Consignee, the Consignee is obliged to pay the full price before taking delivery of the ordered Products (prepayment - 100% of the price). The date of payment of the price is the date when the full amount of the gross price for the ordered Products is credited to EDBAK's bank account. The Recipient is not entitled to deduct the incurred bank costs of the payment transaction from EDBAK's receivables covered by the invoice issued by EDBAK documenting the sale of the Products. The bank costs related to the transfer order shall be borne entirely by the Recipient. In contracts referred to in § 1 (3) of the GTCs, EDBAK may grant the Recipient a deferral of payment of the price for the purchased Products, under the terms and conditions detailed in the contract concluded with the respective Recipient.
3. The release of the ordered Products to the Recipient shall be subject to prior payment by the Recipient of the entire price for the purchased Products. Failure to make the payment referred to in clause 2, sentences 1 and 2 above, within the agreed period or the Recipient's delay in payment of any amounts due to EDBAK, shall result in withholding or refusal to release the Products from EDBAK's warehouse, and in the case of ordering EDBAK by the Recipient to organise transport of the Products, under the principles set forth in § 5, clause 4, sentence 2 of the GTC, also withholding or refusal to organise transport of the Products to the place indicated by the Recipient.



4. The prices of the Products do not include the cost of their transport. In the case of an explicit order to EDBAK by the Recipient to organise the transport of the Ordered Products to the place indicated by the Recipient - EDBAK will organise the transport of the Products with the cooperation of forwarders selected by it. All risks and costs of such transport shall be charged entirely to the Recipient. In other cases, the Recipient will organise transport of the purchased Products on his own, at his own cost and risk.
5. The Customer or his/her authorised carrier is absolutely obliged to examine in detail the state of packaging of the Products - during loading of the Products from EDBAK's warehouse into the means of transport, and in particular to check whether the packaging has not been mechanically damaged during loading. In the case of visible damage to the packaging of the Products (dented, torn or otherwise damaged packaging), the Recipient or his/her authorised carrier is obliged, in the presence of an EDBAK employee, to open the packaging and draw up a damage protocol (in two copies - one for EDBAK, the other for the Recipient), which needs to be signed by an EDBAK Employee and the Recipient or the carrier authorised by the Recipient - under pain of forfeiting his/her claims against EDBAK under warranty for defects and quality guarantee, should he/she fail to fulfil these obligations.
6. The provision of paragraph 5 of this clause shall also apply in the case of arranging transport of the Products by EDBAK on the order of the Consignee referred to in paragraph 4, sentence 2 of this clause. In such case, the obligations of the Consignee / his/her authorised carrier, as set out in paragraph 5 of this clause, shall be performed by the carrier organised by EDBAK. The actions and omissions of the carrier referred to in the previous sentence shall be binding on the Consignee.
7. The recipient is obliged to examine the Products immediately upon receipt.
8. Complaints as to the quantity of the Products and their conformity with the Order shall be lodged by the Recipient within 2 days from the date of receipt of the Products, in writing reserved under pain of nullity.
9. Complaints as to the quality of the Products shall be lodged by the Customer within 7 days of the date on which the defect became apparent, in writing reserved under pain of invalidity.
10. Failure on the part of the Customer to examine the Products or to make a complaint in accordance with the principles set out above in this paragraph shall be deemed to be acceptance by the Customer of the delivered Products and confirmation of the correctness of delivery.
11. In the content of the complaint, the Recipient is obliged to indicate the number of the VAT invoice relating to the Products complained of. In case of discrepancies between the Products received and the invoice issued by EDBAK, EDBAK will issue an appropriate corrective invoice.
12. EDBAK shall consider complaints within 10 working days from the day the complaint is delivered to it, unless it is impossible or difficult to comply with this deadline.
13. Return of purchased Products is only possible with EDBAK's consent, expressed at least by e-mail. Only Products that are undamaged and originally packaged may be returned. The Customer is obliged to deliver the returned Products to EDBAK's warehouse, with their own efforts and at their own cost and risk.

## §6

1. The transfer of ownership of the Products to the Consignee shall take place upon signature by an EDBAK employee and by the Consignee or a carrier authorised by the latter, or by a carrier



organised by EDBAK, of the Bill of Lading - immediately after loading of the Products sold to the Consignee onto the means of transport supplied to EDBAK's factory.

2. In the event that EDBAK grants the Recipient a deferral of payment of the price for the purchased Products, as referred to in § 5, clause 2, sentence 4 of the GTC, EDBAK reserves the ownership of the sold Products until the payment of the total price amount, in accordance with Article 589 of the Civil Code. In the case referred to in the preceding sentence, the transfer of ownership of the Products to the Recipient shall take place under the condition precedent of payment of the full price by the Recipient, which means that until the date of payment of the full price for the purchased Products, the Products remain the property of EDBAK. The Recipient may sell the Products under the condition that the price amount obtained therefrom will be used to pay obligations to EDBAK.

## §7

1. EDBAK provides a 5-year quality guarantee for its Products, a 2-year guarantee for products adapted for outdoor installations, a 1-year guarantee for products containing electronics, automation, pneumatics. Components subject to wear and tear during normal use are not covered by the warranty.
2. Detailed warranty terms and conditions are set out in the warranty card enclosed with each Product/ available on the EDBAK website (edbak.com), under General Terms and Conditions of Sale.
3. Complaints within the framework of the granted quality guarantee shall be submitted by the Customer within 7 days from the date the defect became apparent. The notification of the complaint should be made in writing reserved under pain of invalidity.
4. In order to make a claim under the quality guarantee, the Customer is obliged to enclose a copy of the VAT invoice.

## §8

The principles concerning the processing of personal data by EDBAK are as follows:

1. EDBAK is the controller of the personal data of all natural persons involved on the side of the Recipient in the conclusion and performance of the contract, whose personal data EDBAK has received from the Recipient, including but not limited to Recipients who are natural persons, persons employed by the Recipients on any legal basis, as well as persons representing the Recipients.
2. EDBAK processes personal data in accordance with applicable legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, the so-called General Data Protection Regulation (hereinafter: GDPR).
3. Contact details of data protection officers at EDBAK: [iod@edbak.com](mailto:iod@edbak.com)
4. Personal data is processed by EDBAK for the following purposes:
  1. in order to enable EDBAK and the Recipient who is a natural person to perform the contract linking them - on the basis of Article 6(1)(b) of the RODO;
  2. for the purpose of enabling EDBAK and the Recipient who is not a natural person to perform the contract linking them, within the framework of the legitimate interests pursued by EDBAK as controller - on the basis of Article 6(1)(f) RODO;



3. for the purpose of establishing, asserting or defending claims between EDBAK and the Recipient, as well as between a data subject who is not the Recipient and EDBAK, within the framework of the legitimate interests pursued by EDBAK - on the basis of Article 6(1)(f) RODO;
4. The processing of personal data may be entrusted by EDBAK as controller to service providers acting on its behalf, in particular to entities providing legal, IT, security, transport, forwarding, courier, postal, maintenance services to EDBAK.
5. Personal data will not be transferred to a third country within the meaning of the RODO (outside the European Economic Area).
6. Personal data will be stored for the period necessary to fulfil the purposes for which they were obtained, including the period relevant to the statute of limitations for claims and criminal acts. EDBAK, as controller, may keep personal data for a longer period than indicated only if there will be another basis for processing personal data as defined in Article 6(1) of the DPA.
7. The data subject of the personal data administered by EDBAK, has the right to request: access to the content of his/her data - within the limits of Article 15 RODO, rectification - within the limits of Article 16 RODO, erasure - within the limits of Article 17 RODO, restriction of processing - within the limits of Article 18 RODO, data portability - within the limits of Article 20 RODO, objection to the processing of your personal data - within the limits of Article 21 RODO. The exercise of the rights referred to above can be done by indicating your requests sent to the persons in charge of personal data protection at EDBAK.
8. A person affected by personal data administered by EDBAK, also has the right to lodge a complaint with the President of the Personal Data Protection Authority if the person considers that the processing of his/her personal data violates the provisions of the RODO.
9. EDBAK will not make decisions in relation to personal data by automated means, in application of Article 22 of the DPA.
10. The Recipient declares that it has complied with the information obligations provided for in Article 13 or Article 14 of the RODO towards natural persons whose personal data it has directly or indirectly obtained and provided to EDBAK for the purpose of applying for a contract and for the conclusion of a contract.

## §9

1. The provisions of Polish law shall apply to sales, supply and distribution contracts concluded by EDBAK with Customers. In matters not regulated, in particular the provisions of the Civil Code shall apply. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.
2. The illegality, invalidity or unenforceability of any provision of these GTCs shall not affect the legality, validity and enforceability of the remaining provisions of the GTCs.
3. Any disputes related to sales, supply and distribution contracts concluded between EDBAK and the Recipients shall be settled by the common court of competent subject matter jurisdiction in Lublin.

### EDBAK Sp z o.o.

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