



## GENERAL TERMS AND CONDITIONS

### Regulations of Sale and Purchase

#### I. GENERAL TERMS

1. These regulations define the rules for selling, cooperation and provision of goods and services available at Ekopil, hereafter called Seller.
2. Seller: Ekopil, limited liability company, performing business on the basis of the entry in the Central Register and Information on Economic Activity conducted by the minister competent for economy; REGON: 302799713; tax number (NIP):764-266-66-26; phone number: 00 48 67 351 71 76; e-mail: [ekopil@ekopil.pl](mailto:ekopil@ekopil.pl); address: 3 Kamienna St., 64-920 Piła.
3. Buyer: a natural person with full legal capacity, a legal person or an organizational unit without legal personality, legal entity or a natural person conducting business activity, an organizational unit without legal personality.
4. General terms and conditions remain an integral part of all sale and purchase agreements offered to the Buyer.
5. The General Terms and Conditions are available to the Buyer before signing the written agreement both at the company headquarter and online, under the internal domain <http://ekopil.pl/>
6. A contract with the Buyer may contain agreements different than the ones listed in the General Terms and Conditions. In such case both parties are obliged to follow the adjusted terms and conditions specified by the contract.
7. In case of differences between the list of agreements deriving from Ekopil General Terms and Conditions and the list of agreements used by the Buyer, the agreement between the two parties does not cover these differences. Both sides signing an agreement are obliged to inform one another about the differences in regulations and contract templates used by them.

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8. In the absence of disagreements with the General Terms and Conditions, failing a response within a time period ( 24hours counted from the moment an order has been confirmed by the Seller), an authorisation of the agreement should be deemed to have been granted.

## II. MAKING AND AGREEMENT. SIGNING A CONTRACT.

1. Both sides enter into the contract when the Buyer has made an order and the Seller has confirmed that via one of the following communication channels: e-mail, fax or a document sent by post.
2. The products are customised and fully adjusted to individual orders. The Buyer makes an order via e-mail, fax or by post.
3. Order: a written product/service request made by the Buyer containing the following data:
  - a. The name of the Buyer and their full address.
  - b. Tax number ( NIP in case of companies registered in Poland).
  - c. The offer number ( if applicable).
  - d. The name and the symbol of the product.
  - e. The order volume.
  - f. Delivery details: the place, the terms and the time of order fulfilment.
4. Confirmation: Seller's written statement proving the Buyer's order has been accepted, specifying the price of the product, the value of the order, delivery place , conditions and terms of payment. Additionally, in cases, in which a separate agreement to deliver a service is made, the Buyer is given a written confirmation signed by the Seller.
5. In case order confirmation contains changes of terms and conditions specified by the Buyer, the agreement comes into force when the changes are accepted by the Buyer.
6. In case of incomplete order data, the Seller is allowed to ask for missing information. In such circumstances an agreement comes to force when the provided update and data sufficiency is confirmed by the Seller.
7. Order cancelation is possible only in special circumstances, preceded by a written agreement defining the resignation terms. The Seller reserves the right to impose the actual order expenses

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made before the cancelation of contract is requested on the Buyer. The costs imposed on the Buyer cannot be, however, bigger than the order value.

### **III. PRICE AND PAYMENT**

1. The prices given by the Seller, regardless of the currency, always represent the net value. The Value Added Tax (VAT) is added to the order according to the rates of the date when the invoice is issued.
2. In case partial prepayment is demanded by the Seller, The Buyer is obliged to make the payment due to the conditions specified by the agreement, however, within 14 days counted as from the order confirmation date, unless the agreement made by both parties specifies the prepayment conditions differently. The remaining order value is paid in time specified by the invoice.
3. In case of delay in order collection by the Buyer, longer than 14 days counted as from the day when the information about order completion is given by the Seller, the Seller issues a complete order invoice.
4. Unless otherwise stated, the payment is transferred to the Seller's bank account provided with order invoice.
5. The Buyer is obliged to make all payments within the time deadlines specified by the Seller. The Buyer is allowed to impose the penalty interest for every day of payment delay.
6. Payment deadline: a day on which the payment becomes compulsory.
7. The Seller reserves the right to offer discount on products and services.

### **IV. INTELLECTUAL PROPERTY – RIGHTS RESERVED**

1. The Seller reserves the right to the goods sold. That results in the Seller being the owner of the products until full order or service payment is transferred to the Seller's bank account.
2. In case the Buyer's bankruptcy proceeding or arrangement procedure is initiated, the Buyer is obliged to indicate the Seller's property claims.
3. In case of the seizure of the goods of the Buyer, still legally being the property of the Seller, the Buyer is obliged to inform the Seller about that fact and cooperate with the Seller to guarantee the Seller's claims' fulfilment.
4. In case described in point 3 above, the Buyer is obliged to share information regarding the place where the goods are stored.
5. The hand over of the ordered goods neither equals the shift of copyrights or property right from the Seller to the Buyer nor grants a licence in that respect.

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6. The Buyer confirms that the information and documents provided to the Seller do not violate the property rights of third parties.

#### **V. DELIVERY TERMS**

1. The Seller's delay in order delivery shorter than 14 days does not equal lack of or inappropriate implementation of the agreement.
2. The place of delivery of order is pointed by the Buyer and guarantees fundamental conditions for the transport and installation of the appliance – if included in the agreement.
3. If the Buyer uses their own transportation or uses third party to pick up the order, the Seller's headquarter is regarded to be the delivery location.
4. The goods' handover is confirmed by waybill or invoice (WZ) or any other document demanded by either of the parties.
5. The Buyer is responsible for qualitative and quantitative take over of the order. In case of inconsistency in the order found, the Buyer follows the terms and conditions specified by chapter VI of this document.
6. The risk of goods' damage or loss is shifted to the Buyer once the order is taken over by a person eligible to do so, including the freight forwarders, courier companies, etc.
7. The Seller does not take responsibility for delays in delivery of the order deriving from steps taken by freight forwarders, delayed delivery of materials or components ordered by the Seller needed to realise the order, so-called force majeure and any other circumstances independent of the Seller. The term force majeure refers to circumstances such as fire, strike, embargo, energy restrictions, etc.

#### **VI. TERMS OF COMPLAINTS. NOTIFICATION OF DEFECTS IN GOODS.**

1. The Seller is liable under the warranty within the period of 6 months from the date of delivery, unless otherwise stated in the agreement.
2. The Seller guarantees the product has been made with outmost application, has undergone technical tests, has proven high quality and has met all Buyer's expectations.
3. The Buyer is obliged to confirm the qualitative and quantitative consistency in the order and the actual delivery value. In case a physical or technical defect of the product is found, the Buyer agrees to immediately inform the Seller about that, however, no later than within 5 days from the spotting of the defect. In case this deadline is ignored by the Buyer, the warranty is lost.

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4. In case a defect of the product is to be reported within time specified in point 3, Chapter VI of this list of terms and conditions, it should be done in a written form and should include the defect description and possibly also attachments ( example: photos) enabling proceeding with the warranty actions.
5. The Seller shall respond to the request of the Buyer no later than within 7 days. If applicable, the Seller will either exchange the product or repair it.
6. The Seller does not take responsibility for the defect of the product deriving from the following:
  - a. Wrong use or the product, disrespectfully of the instruction manual.
  - b. Inappropriate assembly, installation or maintenance of the product.
  - c. Application of any adjustments to the product without the agreement of the Seller.
  - d. Service or repairs done by the Buyer or third parties

#### VII. FINAL PROVISIONS

1. Invalidity of random agreement elements does not affect the other General Sale Terms and Conditions.
2. Polish law is the law applicable to the General Sale Terms and Conditions.
3. In case of business disagreement both parties shall strive for compromise to amicably resolve the issue. If no compromise is achieved, the case will be heard by the Polish Court of Justice.
4. For all other agreements not specified in this document, the Civil Code is applicable.

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