

GENERAL TERMS AND CONDITIONS
applicable to transactions concluded by
EKO-TECH Spółka z ograniczoną odpowiedzialnością Spółka komandytowa
with its registered seat in Kalety

§ 1 | General provisions

1. These General Terms and Conditions of Contract (hereinafter referred to as GTCs) shall define the rules for conclusion of contracts of sale of goods of which the manufacturer and the seller, or only the seller, is EKO-TECH Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered seat in Kalety ul. in Kalety, Fabryczna 1B Street, 42-660 Kalety, registered in the Register of Entrepreneurs of the District Court in Gliwice National Court Register under KRS No. 0000563448.
2. These T&Cs shall constitute an integral part of any sales contract concluded by EKO-TECH Spółka z ograniczoną odpowiedzialnością Sp.k.
3. The T&Cs are available to the Buyer prior to conclusion of the contract in written form at the Company's registered office or on the Seller's website referred to in § 2 item 1 letter f. or as an attachment to the price offer.
4. These GTCs are a contractual regulation binding the parties to the sale of goods, and the use of other contract templates (general terms and conditions, terms and conditions of sale, model contract, rules and regulations, etc.) used or established by the Buyer is excluded.
5. The conclusion of a separate contract of sale does not exclude the application of the provisions of these GTCs
6. In the event that these GTCs contain conflicting provisions in relation to provisions of a separately concluded agreement, general terms and conditions of contracts, rules and regulations, contract templates, or other documents of the Contractor - in the event of a conflict based on the above, which the Parties are unable to resolve independently, the Parties undertake to submit the dispute for settlement to the court having jurisdiction over the
7. These T&Cs shall apply only to contracts concluded B2B and shall not apply to sales contracts concluded with consumers

§ 2 | Definitions

1. In order to minimize the possibility of interpretation, the terms used herein shall mean:
 - a. Seller - EKO-TECH Spółka z ograniczoną odpowiedzialnością Sp.k. Fabryczna 1B Street, 42-660 Kalety, KRS: 0000563448.
 - b. Buyer / Contractor - a legal person, an organizational unit without legal personality, a natural person conducting business
 - c. Payment date - the date on which the amount due for the goods becomes due, indicated on the issued VAT invoice.
 - d. Product, goods - movable goods, services, goods that can be sold on the basis of a sales contract, between the Seller and the Buyer, according to the according to the product information available on the Seller's website referred to in § 2 section 1 letter f.
 - e. Offer - prepared by the Seller's salesman, a specific proposal to conclude a contract, including the quantity, type and price of the product.
 - f. Seller's website - the website
 - . www.eko-tech.biz
 - . www.converting-tasm.pl
 - . www.adhesive-solutions.eu
 - . www.23181.com.pl
 - . www.tasma-dwustronna.pl
 - . www.tape-dispenser.com
 - . www.klebebandspender.com
 - . www.dispensery-tasm.pl
 - . www.tasma-papierowa.pl
 - . www.tasmy-antyposlizgowe.pl
 - . www.rzepy-przemyslowe.pl
 - g. Placing an order - an offer to purchase products made by the Buyer in person, by phone, by e-mail, by fax, by contact form available on the Seller's website, containing at least: the name and type of the ordered product, quantity, Buyer's data necessary for issuing a VAT invoice, contact details, preferred method, date and place of delivery of the ordered products

- h. Confirmation of order – Seller’s statement made to the buyer electronically that the order has been accepted, along with the determination of at least the price of the goods, the total value of the ordered goods, the date of execution, the place and terms of delivery or collection – depending on individual arrangements, and the terms of payment
- i. RODO – 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 (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1)..

§ 3 | Seller’s products

1. Information posted on the Seller’s websites, catalogs, brochures, flyers, advertisements and other publications – do not constitute an offer within the meaning of the Civil Code, even if accompanied by a price. Publications on products offered by the Seller are for information purposes only, while samples and specimens displayed by the Seller are for reference and exhibition purposes only. The technical details provided in publications are subject to change at any time, including due to continuous changes in the industry..
2. Before making a purchase, the Buyer should familiarize himself with the current commercial offer of the Seller and exercise diligence in selecting the ordered product.
3. The Seller shall not be liable for the Buyer’s choice, intended use or application of products purchased from the Seller.
4. The Buyer undertakes to use the product in accordance with the intended use and technical data attached to the product, while the Seller shall not be liable for the use by the Buyer of the purchased goods contrary to their intended use.
5. When placing an order, the Buyer is aware of the qualitative and technical parameters, the description of which is attached to each purchased product, and is responsible for the choice, thereby releasing the Seller from liability for the use of the product by the Buyer contrary to the information indicated in the technical specifications.
6. Seller’s products shall be delivered in accordance with the basic requirements of the indicated standards and technical specifications. Additional requirements shall be expressly agreed upon and recorded in the order confirmation.

§ 4 | Placing orders

1. The Buyer’s order may be placed in person at the Seller’s registered office (which requires a written order), by telephone (which requires confirmation of the order by the Seller sent by e- mail), by fax, or by the contact form available on the Seller’s website, and should contain the following data:
 - a. name of the Buyer – with indication of the exact address,
 - b. identification data, including Tax Identification Number or its equivalent,
 - c. indication of the offer number if applicable,
 - d. identification of the indicated goods by trade name or alphanumeric symbol of the offer,
 - e. The quantity of the ordered goods,
 - f. preferred date, place and conditions of delivery/collection of goods.
2. The condition for the effective conclusion of a contract of sale is the placement of an order by the Buyer and confirmation of the order by the Seller – in the form of an e-mail along with with confirmation of the terms of the order placed by the Buyer. Written order confirmation means that the Seller has received the order and accepted it for execution. Placing an order by the Buyer without confirmation by the Seller does not bind the Seller, and the absence of his response does not mean tacit acceptance of the order..
3. Ordered goods may be collected in person by the Buyer from the Seller’s premises, or sent by courier service by the Seller to the delivery address indicated by the Buyer.
4. The Seller shall inform each contractor individually about the date of delivery/collection, method of delivery/collection and terms of payment in a return e-mail, which is also a confirmation of the order.
5. Each order is prepared on an individual basis, therefore cancellation of the order by the Buyer (withdrawal from the contract) is possible only before the Seller sends the order confirmation, in accordance with § 4 paragraph 2 above. Later cancellation of the order, after the production of the component parts of the product in question has started, is not possible. In this case, the Seller reserves the right to charge the Buyer with the actual costs that have arisen up to the moment of cancellation by the Buyer – not more than the value of the order (provided that the cancellation occurs after receipt of the order confirmation from the Seller).
6. If the lack of performance by the Seller occurred as a result of force majeure, the Buyer shall not be entitled to any claim for compensation for damages resulting from non-performance or untimely performance of the contract. Events referred to as force majeure include, but are not limited to, fire, flood, strike, embargo, withholding of foreign exchange transfer, withholding of deliveries of goods, restrictions under the provisions of tax law. The Seller is obliged to inform the Buyer about the delay in delivery, the reasons causing it, and the expected time of delivery.
7. Unless otherwise agreed by the Parties, a quantity tolerance of +/- 20% is allowed for each item and the entire order.

§ 5 | Price and terms of payment

1. The price of goods shall be the price resulting from the order confirmation received by the Buyer from the Seller.
2. The prices quoted by the Seller are always net prices to which value added tax will be added at rates applicable on the date of invoice.
3. The Buyer shall be obliged to pay the amount due for the sale of goods by the date indicated in the invoice without making any deductions and offsetting counterclaims, unless otherwise agreed by the Parties.
4. The date of payment shall be the date on which the payment is credited to the Seller's bank account specified in the invoice, or the date of payment in cash.
5. In the event of non-payment by the Buyer within the prescribed period, the Seller shall be entitled to:
 - a. charge and demand payment of statutory interest for delay in commercial transactions for each day of delay,
 - b. demand prepayment for goods from subsequent orders already accepted for execution,
 - c. to place all invoices or bills whose due dates have not yet passed into immediate payment
6. The lodging of a complaint or exercise of warranty shall not relieve the Buyer from the obligation to make payment for the goods within the agreed period.
7. The Buyer agrees to issue invoices without the Seller's signature.

§ 6 | Delivery / receipt of goods

1. Each time the parties individually agree on the date, and method of delivery / receipt of goods. The Seller shall inform about the date and method of delivery / receipt of goods in a return e-mail message e-mail, which constitutes confirmation of the order. The date and manner thus agreed upon is binding on the parties.
2. Each party shall be entitled to change the date of delivery/collection once with the consent of the other party, unless the delivery/collection procedure has already begun.
3. In the event of a situation of repeated (second and subsequent) change of the date of receipt of goods - the Seller shall be entitled to charge the Buyer with the costs of the commenced delivery (if applicable), and the costs of storage of goods, for the time starting from the date on which the goods were originally to be received by the Buyer - until the time of their physical receipt. Storage costs are set at 0.1% of the net order value for each day of storage..
4. In the case of personal collection of the goods by the Buyer, the Buyer shall not be entitled to claims against the Seller related to the parking of the car before and after loading.
5. The Seller shall have the right to refuse to release the products to a person who does not have the proper authorization of the Buyer or who did not identify himself with an identity document, and appeared at the premises of the Seller to receive the goods.
6. The Seller shall be liable for the goods only until they are handed over to the Buyer, or a person authorized by the Buyer (in case of personal collection of the Buyer), or until the goods are handed over to the courier / carrier (in case of delivery performed by the Seller). The Carrier is solely responsible for the goods during transportation.
7. Delivery costs shall be borne by the Buyer and these costs shall be included in the total amount of the order, of which the Seller shall inform the Buyer in the order confirmation. In the case of personal collection by the Buyer - the costs of collection shall be borne entirely by the Buyer (the amount of the order does not include the costs of collection). For orders with a value equal to or exceeding the amount of PLN 1,000.00, the cost of delivery shall be borne by the Seller.

§ 7 | Seller's liability

1. The Seller shall not be liable for any loss, damage or costs (direct or indirect) resulting from claims by the Buyer for errors in delivery or its delay, caused by the action of the logistics operator.
2. Delivery dates resulting from agreements between the parties, may be changed in case of events for which the Seller is not responsible.
3. If the Buyer extends the agreed date of delivery or in case of non-acceptance of the goods, the Seller shall have the right to charge the Buyer with transportation and storage costs in the amount of 0.1% of the sales value for each day of storage, which shall not relieve the Buyer from the obligation to pay for the ordered goods.
4. If the delay in acceptance of the goods by the Buyer exceeds 14 days or if the Buyer refuses to accept the goods, the Buyer shall not be entitled to any claim for compensation for damages resulting from non-performance or untimely performance of the contract, while the Seller shall be entitled to a claim for payment of the price, and additionally the right to charge the Buyer with storage costs - under the terms of paragraph 3 above.

§ 8 | Transfer of ownership

1. Due to each individual order of the Buyer, the right of ownership of the sold goods as of the date of receipt by the Buyer, or as of the date of transfer of the product by the Seller – to the courier or shipping company becomes the property of the Buyer

§ 9 | Warranty and guarantee claims

1. The Seller does not grant any warranty on its products.
2. The Seller shall be liable to the Buyer if the sold thing has a physical or legal defect (warranty).
3. A physical defect consists in the incompatibility of the sold thing with the contract. In particular, the thing sold is inconsistent with the contract if:
 - a. does not have the properties that a thing of this kind should have due to the purpose specified in the contract or resulting from the circumstances or purpose (according to the technical data attached to each product);
 - b. does not have the properties which the seller assured the buyer of, including by presenting a sample or specimen (according to the technical data attached to the product in each case);
 - c. is not suitable for the purpose which the buyer informed the seller of at the conclusion of the contract, and the seller has not
 - d. raised any objection to such purpose (according to the technical data attached to the product in each case);
 - e. has been delivered to the buyer in an incomplete state, inconsistent with the technical data attached to the product in each case
4. The seller shall be liable under the warranty if a physical defect in the product is discovered before the expiration of 1 year from the date of receipt of the goods, provided that the product was used in accordance with its intended use and technical data attached to the product.
5. Warranty claims shall not cover properties and parameters that are not included in the in the technical data attached to the product. The Seller shall not be liable for the use of the product contrary to its intended use, resulting from the quality parameters indicated in the technical data.
6. Liability under the warranty does not include the case in which the Buyer knew about the defect of the product at the time of its release and could have noticed it at the time of release.
7. If a defect is detected and the Buyer intends to make a claim under the warranty, the Buyer shall be obliged to refrain from building or processing the products until the Seller has considered the claim. Violation of this obligation shall result in loss of rights under warranty claims and release of the Seller from his obligations under the warranty.
8. In any case, the complaint must be made in writing, sent to the e-mail address reklamacje@eko-tech.biz and include a precise description by the Buyer of the defects, the type and quantity of products from which the Buyer claims, indication of the document of purchase of the products in question, and the nature of the Buyer's claim.
9. The Seller shall consider the complaint within 14 days from proper notification by the Buyer, and delivery of the claimed product to the Seller's registered office. Until the complaint is considered, the Buyer should refrain from processing the advertised goods and properly protect the goods until they are examined by the Seller
10. The Buyer shall have the following rights under warranty claims:
 - a. request for price reduction;
 - b. removal of the defect,
 - c. replacement of the product with a defect-free one. The decision in this regard shall be made by the Seller with the approval of the Buyer
11. In the event of a complaint, the Buyer is obliged to deliver the advertised goods to the Seller's premises, in a manner previously accepted by the Seller. The cost of delivering the advertised goods and transportation shall be borne by the Seller. However, if the complaint proves to be unjustified, the Seller reserves the right to reinvoice to the Buyer the incurred costs of unjustified complaint.
12. The Seller's liability for damages is limited to the actual damage to the product, not exceeding 100% of the net value of the order.
13. The Seller shall be liable only for the product sold, thereby excluding Seller's liability for lost profits or other damage to Buyer's property arising from improper installation, or use, use of the product purchased from the Seller

§ 10 | Information clause

1. By accepting these T&Cs, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf, in connection with the implementation of contracts for the sale of goods offered by the Seller.
2. These provisions fulfill the information obligation under Article 13(1) and (2) of 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 flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter „RODO”.

3. The administrator of your personal data is EKO-TECH Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its seat in Kalety 1B Fabryczna Street, 42-660 Kalety, tel. no. +48 34 3578 624, e-mail address info@eko-tech.biz
4. In connection with the currently conducted by the Company EKO-TECH Spółka z ograniczoną odpowiedzialnością Sp.k. activities, we process (or may process) the following categories of your personal data:

- a. Personal data of contractors and cooperating entities

We process these data

- in order to conclude a contract, or to take action at the request of the data subject prior to concluding a contract, and to provide quality services to our customers (contractors entering into sales contracts), on the basis of the contract and within the scope of activities specified therein, including for the purpose of fulfilling the order placed (Article 6(1)(b) of the RODO);
- we process the personal data of contractors for archival (evidential) purposes, which are the realization of the legitimate interest of securing information in the event of a legal need to prove facts (Article 6(1)(f) RODO);
- for the purpose of possible establishment, investigation or defense against claims (Article 6(1)(f) RODO);
- and for legally required tax settlements (Article 6(1)(f) RODO). The data is processed until the conclusion of the sales contract and its execution, and stored in accordance with the law until the expiration of possible claims, for a period of 5 years - in order to defend claims (including the statute of limitations for claims) from administrative, civil, criminal and judicial proceedings, and the period of liability for the product sold. The legitimate interest of the Data Controller is to carry out tasks aimed at enhancing security, the assertion of claims under the Civil Code, and the protection of legal interest.

- b. Data of persons interested in cooperation with Our Company

We process these data

- or the purpose of establishing cooperation with new clients, at the request of persons interested in our offer, only for the duration of negotiations and business talks.
- We hold all data in this regard only with your consent and to the extent you specify (Article 6(1)(a) of the RODO). Their processing is carried out only until you withdraw your given consent.

- c. Personal data of persons present on video surveillance

- Due to the need to ensure your safety and protect your property, Our Company is covered by video surveillance, in the form of technical means for recording images (Article 6(1)(f) RODO). The legitimate interest of the Personal Data Administrator is to ensure the safety and security of property.

We process the data to ensure the safety of Our customers, visitors, employees, and the protection of property, for a period not exceeding 3 months, after which the data is deleted. In the case where the image recordings constitute evidence in proceedings under the law, the storage period of the recording is extended until the proceedings are legally concluded.

- d. Data of persons who have given their consent for marketing purposes

We process this data

- when you have given the appropriate consent. We may process this data for the purpose of evaluating the quality and effectiveness of the services we provide and for the purpose of sending you commercial information about available offers and other services offered in this regard. We process this data through the media specified in the consent (provision of services by email, mail, through telephone contact) until you withdraw this consent (Article 6(1)(a) of the RODO).

5. The provision of personal data by you for the purposes of concluding a contract is voluntary, but also necessary, while the refusal to provide such data will result in the impossibility of concluding the relevant contract. At the same time, the provision of data for marketing activities is solely your voluntariness, and the consent given may be withdrawn at any time. Failure to provide your data for marketing purposes will prevent the Company from sending marketing offers to you.

6. You have, at any stage of data processing by the Company, the right to:

- a. Access to your data, including to obtain information about the scope of the data processed by the Seller and to obtain a copy of such data (Article 15 RODO);
- b. to rectify and supplement their data, including, if there are no other legal contraindications, to limit the scope of their processing (Article 16 RODO);
- c. to have your data completely erased (the so-called „right to be forgotten”), if there will be no other legal contraindications or the exercise of this right (Article 17 RODO); this right does not apply if the personal data are processed on the basis of a legal provision, or for a legitimate purpose;
- d. request the Controller to restrict the processing of personal data, subject to the exceptions provided for in the RODO (Article 18 RODO);
- e. to transfer data to another Data Controller, if the data is processed in connection with a consent given or a contract entered into (Article 20 RODO).
- f. to object to inappropriate processing of personal data, including withdrawal of consent (Article 21 RODO);
- g. to not be subject to automated decision-making, including decisions based on profiling (Article 22 RODO);

7. These rights may be exercised by submitting an appropriate request to the Personal Data Administrator to the Administrator's email address info@eko-tech.biz Such request should include the User's name.

8. We make every effort to ensure that the processing of Users' personal data is carried out in accordance with the law. However, if

the User considers that we have committed a violation, he/she has the right to file a complaint to the supervisory authority – the President of the Office for Personal Data Protection – 2 Stawki Street 00-193 Warsaw, tel. 22 531-03-00 office hours: 8 a.m. – 4 p.m.; e-mail address: kancelaria@uodo.gov.pl; Hotline: 606-950-000 open weekdays: 10 a.m. – 2 p.m.

§ 11 | Final provisions

1. The Seller reserves the right to amend the TCC at any time.
2. The amended TCC will be made available on the Seller's website referred to in § 2.1.f.
3. The amendment of the TCCs shall not affect orders placed before such amendment, which are executed under the existing terms and conditions.
4. In matters not covered by these T&C, the provisions of the Civil Code shall apply.
5. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the T&C.
6. If it is not possible to settle the case amicably, the competent court to resolve the dispute shall be the court having jurisdiction over the place of the Seller's registered office