

# OWS – General Terms and Conditions of Sale of GAZEX-Drzewicki Sp. j. products of February 13, 2023

## 1. General provisions

- 1.1. These General Terms and Conditions of Sale (hereinafter: “**OWS**”) specifies rules for concluding sale agreements of products of GAZEX-Drzewicki Sp. j. with its registered office in Warsaw (address: ul. Baletowa 16, 02-867 Warsaw), KRS no.: 0000091950 (hereinafter: “**GAZEX**”).
- 1.2. OWS constitute an integral part of all sales agreements concluded by GAZEX with both entrepreneurs and consumers within the meaning of art. 221 of the Polish Civil Code (hereinafter: “**Consumers**”).
- 1.3. Entrepreneurs and Consumers concluding a sales agreements with GAZEX are called “Purchasers”. Special regulations concerning only Consumers are included in point 9 of OWS.
- 1.4. OWS are available to Purchasers before concluding the written contract at the registered office of GAZEX and on the website: <https://www.gazex.com/en/documents/>.
- 1.5. The provisions of OWS may only be changed in writing under pain of invalidity. Conclusion of a separate sales agreement excludes the use of OWS only to the extent regulated differently therein.
- 1.6. Other arrangements between the parties agreed and confirmed in writing take priority over the provisions of OWS.
- 1.7. GAZEX is the administrator of personal data, and the personal data provided on the order will be processed only for the purpose of realizing the sale and will not be shared with other entities. Provision of personal data is mandatory.
- 1.8. Before placing an order, the Purchaser is obliged to provide GAZEX with the following information:
  - a) name, e-mail and telephone number of the contact person;
  - b) address of the company’s registered office/residence;
  - c) billing e-mail address (for the purpose of sending an electronic VAT invoice / pro forma);
  - d) if the Purchaser is an entrepreneur: name and NIP (Tax Identification Number) or EU VAT / VATIN (VAT identification number).
- 1.9. Unless the Purchaser, who is an entrepreneur, has any objections, correspondence, including delivery of invoices, shall be carried out electronically via e-mail.

## 2. Offers and Orders

- 2.1. All prices specified in the price lists and GAZEX’s offers are net prices (excluding VAT).
- 2.2. The prices are set in PLN or EUR.
- 2.3. The prices specified in the price lists and GAZEX’s offers may change should any events independent of GAZEX occur, which would influence the price calculation significantly.
- 2.4. The objects of sale are GAZEX’s products encompassed by GAZEX’s offer and marked in the Purchaser’s order.
- 2.5. The Purchaser, being interested in GAZEX’s products, may submit an inquiry about the selected products specifying their type, quantity, proposed date of the order and payment rules.
- 2.6. In response to an inquiry or order, GAZEX provides the Purchaser with a commercial offer regarding products with which the Buyer expressed interest, enclosing OWS thereto, unless the Purchaser has already received OWS from GAZEX. GAZEX’s commercial offer is not an offer within the meaning of the Polish civil law.
- 2.7. In response to GAZEX’s sales offer, the Purchaser may place an order for the purchase of GAZEX’s products under the terms specified in the commercial offer. The Purchaser’s order is an offer within the meaning of the Polish civil law. An order may be placed only by persons duly authorized to represent the Buyer.
- 2.8. The sales agreement for the ordered products is concluded upon GAZEX’s confirmation of the order specifying the terms and conditions of sale, and if GAZEX requires security for the payment of the price referred to in point 7 of OWS and this requirement has been presented to the Purchaser no later than upon the confirmation of the order, the agreement is concluded upon GAZEX’s confirmation of the order specifying the terms and conditions of sale and the Purchaser required security.

## 3. Dates and other conditions of sale

- 3.1. Dates and other terms of sale may change, also after the Purchaser’s order has been placed, due to a force majeure event, understood as changes of the market situation and current commercial conditions independent of GAZEX.
- 3.2. The Purchaser may change the date of receipt or other terms of sale, including the cancellation of the order, at the latest 14 days prior to the agreed date and requires written acceptance by GAZEX. In the event of a breach of the above provision, the Purchaser shall be obliged to pay a contractual penalty in the amount of 25% of the total price of GAZEX’s ordered products.

## 4. Release of products

- 4.1. The release of products to the Purchaser takes place in GAZEX’s warehouse.
- 4.2. GAZEX is obliged to provide the Purchaser with a product without defects.
- 4.3. At the Purchaser’s request, GAZEX’s products may be released to the Purchaser through a shipping company selected by GAZEX. All related costs, in particular the costs of collection, transport and insurance, are covered by the Purchaser. The moment of the release of GAZEX products to the shipping company is considered to be the delivery of these products to the Purchaser, yet simultaneously GAZEX exempts himself from the obligation to deliver the object of sale to the Purchaser.

- 4.4. The Purchaser is obliged to inspect the parcel containing the subject of sale at the time of its delivery by the shipping company, and if GAZEX is the issuer of the parcel – by his representative, document any shortages or damage to the parcel and report a complaint to the shipping company or to the representative of GAZEX – when the product is delivered to the Purchaser directly from GAZEX's warehouse, under pain of losing the right to raise claims for loss or damage to the object of sale during transport or the release procedure. Claims for loss or damage to the subject of sale during transport shall expire as a result of the Purchaser's acceptance of the shipment containing the subject of sale without reservations, unless:
- a) the loss or damage to the shipment containing the subject of sale was confirmed by a protocol prior to the acceptance of the shipment by the Purchaser;
  - b) the damage was not found due to the fault of GAZEX or the shipping company selected by GAZEX;
  - c) the loss or damage to the shipment containing the subject of sale resulted from the willful misconduct of GAZEX or the shipping company selected by GAZEX;
  - d) the loss or damage to the shipment containing the subject of sale that is not visible from the outside, the Purchaser stated after accepting the shipment, if, within 7 calendar days from the date of handing over the subject of sale, in the manner specified in point 4.3 above, he notified GAZEX by submitting a written complaint on the following address: GAZEX, Baletowa 16 Street, 02-867 Warsaw or in a documentary form to e-mail address: [complaints@gazex.pl](mailto:complaints@gazex.pl). The complaint should describe the damage or loss of the object of sale and should be accompanied by photographic documentation confirming the above description.

## 5. Payment of the price

- 5.1. The payment for GAZEX's products shall be made by bank transfer to GAZEX's bank account indicated in the invoice issued by him, by payment card or by cash at the cash register of GAZEX. In the case of payment by bank transfer, the Purchaser is obliged to make the payment in time and manner specified in the sales document, whereby the date of crediting the payment on GAZEX's bank account shall be regarded as the date of payment and release by the Purchaser from the debt.
- 5.2. In the event of the Purchaser's delay in paying the price for products, GAZEX will be able to notify the commercial information office (or several offices) about the Purchaser's debt, in accordance with the provisions of the Act of 9 April 2010 on sharing commercial information and exchange of commercial data.

## 6. Liability for defects, liability for damages

- 6.1. GAZEX gives a quality guarantee to his products under the conditions marked in the Terms and conditions of the GAZEX Standard 3-year plus warranty (SGG3Y+) or Terms and conditions of the GAZEX Limited Warranty plus (OGG+) as announced on the website <https://www.gazex.com/en/documents/>.
- 6.2. Subject to the provisions of points 6.3 and 6.4 below, in the event of non-compliance of GAZEX's product with the contract, the Purchaser is entitled to apply measures of legal protection by the operation of law by and at the expense of GAZEX. The provided warranty does not affect these measures of legal protection.
- 6.3. GAZEX's liability for damages for non-performance or improper performance of the sales contract, including for damages suffered by the Purchaser or third parties as a result of the disclosure of defects in GAZEX's products, is limited to the amount of PLN 500,000, which is equivalent to the sum insured for civil liability. If the sum insured referred to above is increased or the contract is amended, the liability for damages shall be limited to the amount equivalent to the higher sum. The limitation of liability for product defects does not apply to contracts concluded with Consumers.
- 6.4. The liability of GAZEX under the warranty for defects in gas sensors and batteries for installation in devices is limited in such a way that GAZEX is liable under the warranty if a physical defect of such a gas sensor or battery for installation in devices is found within 6 months from the date of delivery of the product to the Buyer in accordance with point 4 above. The above limitation does not apply to contracts concluded with Consumers.

## 7. Security for payment of the price

- 7.1. If the release of products to the Purchaser is to be made before the full payment for the ordered products, GAZEX may subject the conclusion of the sales agreement to a condition that the Purchaser, at his expense, will provide the applicable price security determined by GAZEX (hereinafter: "**Security**").
- 7.2. In particular, GAZEX may request the following Security:
- a) retention of ownership of the sold products stated in a letter with a certain date;
  - b) to issue to GAZEX a blank promissory note issued by the Purchaser together with a promissory note declaration with the content specified by GAZEX;
  - c) submission to enforcement of the entire price for products in the form of a notarial deed, in accordance with Art. 777 of the Polish Code of Civil Proceedings;
  - d) submitting a bank guarantee securing the payment of the entire price for products;
  - e) submitting a surety for the timely payment of the entire price for the products submitted by the guarantor accepted by GAZEX.
- 7.3. The parties may agree that once deposited, the Security will retain its effect even after payment of the entire price for the products and will be effective in relation to subsequent orders of the Purchaser submitted to GAZEX and the agreements for the sale of products concluded on their basis.
- 7.4. Security is considered to be effectively provided by the Purchaser upon acceptance by GAZEX.

## 8. Return of products in the case of agreements concluded with entrepreneurs

- 8.1. The return of the products takes place only upon receipt of written confirmation and consent of GAZEX to perform the correction.

- 8.2. Only products that are not used, do not bear traces of use, in a complete condition and in the original packaging may be returned within 3 months from the date of purchase.
- 8.3. Products unlisted in the version/ execution/ standard calibration are not refundable.
- 8.4. The return of products to GAZEX's warehouse takes place at the cost and risk of the Purchaser.

## 9. Special regulations regarding Consumers

- 9.1. The Purchaser who is a Consumer is entitled to withdraw from a contract concluded remotely or outside the business premises within 14 days without giving any reason. A contract concluded remotely is a contract concluded with a Consumer by means of an organized system of concluding distance contracts, without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to the conclusion of the contract. An agreement concluded outside the business premises means a contract with the Consumer concluded:
  - a) with the simultaneous physical presence of the parties in a place that is not the business premises of the entrepreneur,
  - b) as a result of acceptance of the offer submitted by the Consumer with simultaneous physical presence of sites in a place that is not a business enterprise of a given entrepreneur,
  - c) in the business premises of a given entrepreneur or by means of remote communication immediately after individual and personal contact with a Consumer has been established in a place that is not the business premises of a given entrepreneur, at the same time physical presence of the parties,
  - d) during a trip organized by an entrepreneur whose goal or effect is to promote and conclude agreements with Consumers.
- 9.2. The deadline to withdraw from the contract expires after 14 days from the date of conclusion of the contract. In order to exercise the right of withdrawal from the contract, the Purchaser should inform the Seller of his decision to withdraw from this contract by way of an unambiguous statement (for example, a letter sent by post, fax or e-mail).
- 9.3. The Purchaser may use the model withdrawal form, which is attached to the OWS, but it is not mandatory. To keep the deadline to withdraw from the contract, it is enough for the Purchaser to send information regarding the exercise of the right to withdraw from the contract before the deadline to withdraw from the contract.
- 9.4. In the event of withdrawal from a sales agreement, GAZEX shall return to the Purchaser all payments received from the Purchaser, including costs of delivery (except for additional costs resulting from the method of delivery chosen by the Purchaser other than the cheapest method of delivery offered by GAZEX), immediately, and in any event not later than 14 days from the date on which GAZEX was informed about the Purchaser's decision to exercise the right to withdraw from this contract.
- 9.5. Returns will be made using the same payment methods that were used by the Purchaser in the original transaction, unless the Purchaser explicitly agreed to another solution.
- 9.6. Before concluding the contract, the Purchaser agrees to deliver the confirmation of the conclusion of the contract, as well as to conduct correspondence with GAZEX via email by e-mail to the address indicated in point. 1.7.c.

## 10. Final provisions

- 10.1. Contractual penalties referred to in OWS shall be paid within 7 (seven) days from the date of occurrence of the circumstances justifying their execution, without a separate request. GAZEX is entitled to claim compensation exceeding the amount of the contractual penalty on general terms.
- 10.2. Any disputes that may arise between the Parties shall be resolved by the common court having jurisdiction over the „Śródmieście” district of the City of Warsaw.

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Place, date

.....  
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.....  
Name and surname of Consument

Address of Consument

GAZEX  
ul. Baletowa 16  
02-867 Warszawa

**Declaration of withdrawal  
from a contract concluded remotely or outside the business premises**

I, ..... hereby inform about my withdrawal from the sales agreement concerning the following products:

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.....  
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Conclusion date: .....

.....  
Consumer's signature