Dzięgielow, Poland, 05th of May 2025 year

PROBAGG
CZĘŚCI DO MASZYN

GENERAL TERMS AND CONDITIONS OF COOPERATION (GTC)
for business customers (non-consumers)
PROBAGG Wojciech Gumola
ul. Targoniny 64, 43-445 Dzięgielów, Poland
VAT ID: PL5482552515

§1. General provisions

1. These General Terms and Conditions of Cooperation (hereinafter: "GTC") define the rules for the sale and delivery of spare parts for construction machinery by PROBAGG Wojciech Gumola, with its registered office in Dzięgielów, ul. Targoniny 64, VAT ID PL5482552515, hereinafter referred to as the "Supplier".
2. The GTC apply to all agreements concluded by the Supplier with business customers conducting commercial activity (B2B), unless the parties expressly agree otherwise in writing.
3. The GTC constitute an integral part of every agreement, order or offer, provided that the business customer was informed of them prior to concluding the agreement.
4. The application of the customer's general terms and conditions is excluded unless the Supplier gives its prior written consent.
5. Wherever these GTC refer to a "Business Customer", this shall mean an entrepreneur, legal entity or organisational unit without legal personality entering into an agreement with the Supplier, who is not a consumer within the meaning of Article 221 of the Polish Civil Code.
6. The terms "Client", "Buyer" or other similar terms used in these GTC refer to the Business Customer and are used interchangeably.
7. The provisions of these GTC do not apply to consumers.

§2. Offers and orders

1. The Supplier's offers are for informational purposes only and do not constitute a binding offer within the meaning of the Civil Code, unless explicitly stated otherwise.
2. An order becomes binding only upon written confirmation by the Supplier.
3. The Business Customer is responsible for the accuracy of the information provided, in particular regarding the machine type, serial number and intended use of the part.
4. A client who is not a consumer does not have the statutory right to withdraw from a distance contract or a contract concluded outside the Supplier's premises.

§3. Prices and payment terms

1. Prices are quoted as net amounts and do not include VAT, transport costs or other charges, unless agreed otherwise.
2. Payment terms are agreed individually with the sales representative and are calculated from the invoice issue date, unless the parties agree otherwise. In the case of non-consumer Business Customers, the Supplier reserves the right to limit available payment methods, including requiring full or partial prepayment, regardless of the selected payment method or the conclusion of the sales agreement.
3. In the event of late payment, the Supplier is entitled to charge statutory interest for late payment in commercial transactions.
4. In the event of payment delay, the Supplier is entitled, without prior notice, to demand compensation for debt recovery costs in accordance with Article 10 of the Polish Act of 8 March 2013 on preventing excessive delays in commercial transactions, in the amount of:
    - EUR 40 – where the value of the monetary claim does not exceed PLN 5,000,
    - EUR 70 – where the value is between PLN 5,000 and PLN 50,000,
    - EUR 100 – where the value exceeds PLN 50,000,

    converted into PLN according to the average EUR exchange rate published by the National Bank of Poland on the last business day of the month preceding the month in which the claim became due.
5. Irrespective of the above, the Buyer is obliged to cover all justified and documented costs of debt recovery, including amicable collection, court proceedings, enforcement proceedings and legal services, insofar as such costs exceed the flat-rate compensation referred to above.

§4. Delivery

1. Delivery times are indicative unless expressly stated as guaranteed. Delivery terms provided by sales representatives, unless agreed otherwise in writing, are governed by Incoterms® 2020 – EXW (Ex Works) – Supplier's premises at Targoniny 64, 43-445 Dzięgielów, Poland.

2. The risk of accidental loss or damage to the goods passes to the Business Customer upon handing the goods over to the carrier.

3. Delay in delivery does not constitute grounds for claiming damages, in particular for machine downtime, unless otherwise agreed in writing.

4. The Business Customer is obliged to check the condition and contents of the shipment in the presence of the courier immediately upon delivery. Any mechanical damage, shortages or inconsistencies with the order must be recorded in a damage report prepared with the courier and immediately reported to the Supplier. Failure to inspect the shipment or to prepare a damage report excludes the Supplier's liability for transport damage as well as any further damage resulting from improper unpacking, storage, installation or use of the goods by the Business Customer's employees, workshop staff or third parties.

5. Any quantity shortages must be reported within 24 hours of receipt of the shipment to the assigned sales representative or to info@probagg.pl.

§5. Liability and exclusions

1. The Supplier shall be liable only for actual damage caused by wilful misconduct or gross negligence.

2. The Supplier shall not be liable for:
   a) lost profits, including machine downtime, loss of income or contractual penalties imposed on the Business Customer,
   b) damage resulting from improper installation, operation or interference by third parties,
   c) incorrect selection of parts based on incomplete or incorrect information provided by the Business Customer.

3. The total liability of the Supplier, regardless of the legal basis, shall be limited to the net value of the supplied part.

4. The Supplier shall not be liable for indirect or consequential damages, even if informed of the possibility of their occurrence.

§6. Warranty for defects and complaints

1. The parties exclude the Supplier's liability under statutory warranty for defects to the maximum extent permitted by law.
2. Complaints must be submitted in writing within 7 days from the date the defect is discovered.
3. If a complaint is accepted, the Supplier shall, at its discretion, repair the part, replace it or refund the purchase price.
4. Installation of the part or any interference with it prior to submitting a complaint results in the loss of warranty rights.

§7. Guarantee conditions

1. A guarantee is granted for a period of 6 months from the date of purchase.
2. Complaints are processed after an expert assessment by the manufacturer within 14–90 business days from receipt of the defective part together with a completed complaint form.
3. The guarantee applies only if the purchased product is used for its intended purpose and has been professionally prepared and installed.
4. The guarantee covers only material and manufacturing defects.
5. The guarantee does not cover:
   a) damage resulting from improper installation, accidents, normal wear and tear, corrosion or premature wear caused by the poor condition of other components, in particular running gear, steering or drive system components,
   b) mechanical damage, improper use, unauthorised repairs or use contrary to the intended purpose,
   c) cases where an incomplete repair kit (hub/gearbox/differential/final drive) was purchased and cooperating components were not replaced with new, unused parts,
   d) damage caused to other machine components as a result of improper operation of the part.
6. Guarantee claims apply only to the product itself (replacement or refund) and do not cover additional costs such as transport, installation or diagnostic testing.
7. Refunds shall be made no later than 14 business days from acceptance of the complaint. If repair is not possible, the defective product will be replaced or the Supplier will refund the purchase price or offer alternative available products.
8. The guarantee does not cover damage to electrical components caused by improper installation or malfunction of the electrical system.

9. The guarantee for hydraulic pumps applies only if installation was carried out by a qualified professional service and the Business Customer documents fulfilment of the following conditions:
   a) performance and documentation of hydraulic system pressure measurements before and after pump replacement,
   b) purchase and replacement of new hydraulic oil in accordance with the manufacturer's recommendations,
   c) replacement of all hydraulic filters cooperating with the system,
   d) commissioning and operation of the pump in accordance with the manufacturer's guidelines.
   Failure to meet or document any of the above conditions results in loss of guarantee rights.
   The documentation must be submitted to the Supplier no later than together with the complaint.

10. The guarantee does not include the right to claim compensation for lost profits resulting from product failure.

§8. Returns of incorrectly purchased parts

1. Parts ordered individually are not subject to return.
2. Electrical and electronic parts are not subject to return.
3. Returns are not accepted after 14 days.
4. In the event of return for reasons attributable to the Business Customer, such as incorrect order, withdrawal from purchase, failure to collect the shipment or return of non-defective goods, the Supplier has the right to charge a handling fee.
5. The handling fee amounts to 10% of the gross value of the returned goods, but not less than PLN 40. This amount may be deducted from the refund or charged separately.
6. A condition for accepting a return is delivery to the complaints department (info@probagg.pl) of a copy of the purchase document, a return form and return of the part at the Business Customer's expense, undamaged and in its original, intact packaging.
7. The Supplier reserves the right to refuse a return if there are signs of installation, use or damage to the goods.

§9. Installation and use

1. Parts must be installed exclusively by qualified personnel in accordance with the manufacturer's instructions.

2. The Supplier shall not be liable for the consequences of improper installation or use of the parts.

§10. Force majeure

1. The Supplier shall not be liable for failure or improper performance of the agreement caused by force majeure.

§11. Governing law and jurisdiction

1. Agreements covered by these GTC shall be governed by Polish law.
2. Any disputes shall be settled by the court having jurisdiction over the Supplier's registered office, i.e. the District Court in Bielsko-Biała, Poland.

§12. Final provisions

1. The Supplier reserves the right to amend these GTC.
2. The current version of the GTC is available at the Supplier's registered office and on the website www.probagg.pl.
3. These GTC enter into force on **05 May 2025**.

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