

# GENERAL TERMS AND CONDITIONS OF CONTRACTS OF SALE AND DELIVERY OF GOODS

IBOMBO® Janusz Kubasik

of 11 February 2021

## I. GENERAL PROVISIONS.

1. These General Terms and Conditions of Sale and Supply Contracts for IBOMBO® Janusz Kubasik Goods will be hereinafter referred to as the General Terms and Conditions.
2. The terms used below have the following meanings:
  - a) Seller - IBOMBO® Janusz Kubasik with headquarters in Leszno, Leśna Osada 15, 64-100 Leszno, NIP 697 225 93-26, REGON 302268826; delivery address: Strzyżewice, Modelarska 9a, 64 100 Leszno; mail: [biuro@ibombo.com](mailto:biuro@ibombo.com), [ibombo@ibombo.com](mailto:ibombo@ibombo.com); website address: [www.ibombo.com](http://www.ibombo.com), [www.ibombo.eu](http://www.ibombo.eu), [www.ibombo.de](http://www.ibombo.de);
  - b) Buyer - an entity that is the other party to the sales and / or delivery agreement;
  - c) Parties - Seller and Buyer;
  - d) Goods - all commercial goods that are the subject of the contract between the Parties;
  - e) Contract - each contract for the sale and/or delivery of Goods concluded between the Seller and the Buyer in accordance with the provisions of Section II.
3. The General Terms and Conditions shall apply and bind the Parties to all Agreements concluded and implemented by the Seller, unless their application has been expressly excluded for a given Agreement.
4. The Seller publishes the applicable General Terms and Conditions on its website [www.ibombo.eu](http://www.ibombo.eu).

## II. CONTRACT CONCLUSION.

1. The Agreement is concluded on the basis of:
  - a) the framework sales and / or delivery agreement concluded by the Parties;
  - b) individual sales and / or delivery contracts concluded by the Parties;
  - c) an Order placed by the Buyer and after its acceptance by the Seller;
  - d) the Offer submitted by the Seller and the Order placed by the Buyer on its basis.
2. Conclusion of the Agreements indicated in Section II.1 takes place in writing or in the documentary form via e-mail.
3. Conclusion of Agreements in the manner indicated in Sections II.1.c and II.1.d takes place in the manner described in Sections II.3.a and II.3.b:
  - a) The Buyer submits the Order to the Seller in writing or via e-mail, specifying in it, in particular, the quantity and type of the ordered Goods, the date of the Order completion, the place of delivery, the price previously agreed with the Seller, the Seller's Offer number, the method and date of payment and acceptance of these General Terms and Conditions;  
The Seller confirms the acceptance of the Order for execution within 7 working days of receiving the Order in the same form in which it was submitted;  
Lack of prior price determination or non-acceptance of any of the conditions indicated in the Order shall result in the expiry of the Order, and the Seller, in response to the Order, indicates its own proposals in

the appropriate scope - such a response is considered an Offer and it is processed in accordance with Section III.3.b;

- b) The Seller submits an Offer to the Buyer in writing or via e-mail, specifying in it, in particular, the quantity and type of the ordered Goods, the date of the Offer, the place of delivery, the price and the method and date of payment, and other terms of the contract;

The Buyer accepts the Offer in the same form in which it was submitted within 5 working days from the date of its receipt;

The Seller's offer is valid until the end of the calendar year in which it was submitted, unless otherwise stated in the Offer or the Seller has not changed, limited or withdrawn the Offer.

4. Conclusion of Agreements in the manner indicated in Sections II.1.a, II.1.b, II.1.c and II.1.d excludes the provisions of these General Terms and Conditions only to the extent regulated otherwise in such an Agreement, and to the extent not regulated in such an Agreement these General Terms and Conditions apply.

### III. OWNERSHIP.

1. The Seller reserves the right to ownership of the Goods until the Buyer pays the full price.
2. In the case of payment of a part of the price, the ownership of the relevant part of the Goods shall pass to the Buyer. In the first place, the ownership of the built-in Goods is transferred to the Buyer and it is not possible to collect them in their original state.
3. As for the Goods, the ownership of which has not passed to the Buyer, bearing in mind paragraph 1-2, the Seller has the right to collect them.
4. From the moment the Goods are released by the Seller, the Buyer is at risk of losing or damaging the Goods.

### IV. PRICE AND PAYMENTS.

1. The price for the Goods results from the Agreement concluded in accordance with Section II.
2. The agreed price is a net price, unless the Agreement clearly stipulates otherwise.
3. VAT will be added to the net price in accordance with the applicable provisions of Polish law.
4. After the conclusion of the Agreement, the Seller issues a pro-forma invoice to the Buyer with the obligation to pay.
5. The Buyer is obliged to pay for the pro-forma invoice within 14 days of its receipt. Failure to pay the entire price within the indicated period results in the extension of the order completion date, which is 30 days from the date of receipt by the Seller of the entire amount indicated in the pro-forma invoice, unless the Agreement expressly states otherwise.
6. All payments will be made by bank transfer to the bank account indicated in the invoice, proforma invoice or in the Agreement, unless the Parties expressly agree otherwise.
7. The Buyer is obliged to make the payment in the currency indicated on the VAT invoice.
8. Regardless of the currency indicated on the VAT invoice, the Buyer may make payments in Polish zlotys (PLN). In this case, the prices given in a foreign currency will be converted into Polish zlotys (PLN) at the selling rate of money given by the PKO BP bank on the date of issuing the VAT invoice.
9. The Seller is obliged to make the payment in the currency determined in accordance with sec. 8 only to the Buyer's bank account intended for transactions in a given currency. In the case of payment in a currency other

than the currency of the given bank account, the Buyer is obliged to reimburse the Seller for all costs related to the conversion of the transaction.

10. The Seller issues a VAT invoice for sale and / or delivery on the day the Goods are delivered to the Buyer in the case of personal collection by the Buyer or in accordance with the provisions of tax law in the case of a different way of collecting the Goods.
11. The date of payment is the date on which the funds are credited to the Seller's bank account.
12. In the event of the Buyer's delay in paying the amount due, the Seller is entitled to statutory interest for delay in commercial transactions.
13. In the event of the Buyer delaying the payment of any due amounts due to the Seller, regardless of other provisions of the Agreement and the General Terms and Conditions, the Seller shall have the right to withhold any further deliveries of the Goods until the Buyer pays all due amounts and incidental charges.
14. If the payment for the Goods is made in full or in part in the form of a prepayment, and the Buyer is late with the payment of this amount, at least in part, the Seller has the right to properly extend the term of the entire Agreement.

## V. TRANSPORT, DELIVERY AND RECEIPT OF GOODS.

1. The approximate delivery time for the ordered Goods is 30 days from the date of receipt by the Seller of the payment on the basis of a pro-forma invoice or 30 days from the date of the Agreement, if the Agreement does not provide for prepayment.
2. The Goods are delivered to the place and in the manner specified in the Agreement.
3. The Seller is obliged to prepare the Goods for shipment in a way that enables their safe transport.
4. The Seller is not responsible for the parcel delivery procedures used by shipping companies, in particular the method of notification of the parcel delivery, the time of delivery, etc.
5. The Buyer is obliged, immediately after delivery and unloading of the goods, on his own and at his own expense and responsibility, to carefully examine the Goods, both in terms of quantity and quality.
6. In the event of visible damage to the shipment (bending, tearing, dent, puncture), the Buyer is obliged to refuse to accept it and notify the Seller about the situation.
7. If the damage to the parcel was not noticed when collecting the parcel from the courier, the Buyer is obliged to immediately notify the Seller about the damage and draw up a damage report, which, together with the bill of lading, must be delivered to the carrier within 7 days from the date of delivery of the parcel.
8. Upon receipt of the Goods, the Buyer bears the risk of loss and / or damage to the Goods.

## VI. WARRANTY AND GUARANTEE.

1. The Seller provides the Buyer with a warranty and guarantee only on the terms set out in the Warranty Document, which is delivered to the Buyer each time with the delivered Goods.
2. The warranty documents are also available for download at the following addresses:

a) galvanized steel product

[https://www.ibombo.com/DOC/ENG/GUARANTEE/guarantee\\_galvanized\\_2021.pdf](https://www.ibombo.com/DOC/ENG/GUARANTEE/guarantee_galvanized_2021.pdf)

b) stainless steel products (AISI304)

[https://www.ibombo.com/DOC/ENG/GUARANTEE/guarantee\\_stainless\\_steel\\_2021.pdf](https://www.ibombo.com/DOC/ENG/GUARANTEE/guarantee_stainless_steel_2021.pdf)

c) Brushed stainless steel products

[https://www.ibombo.com/DOC/ENG/GUARANTEE/ss\\_rack.pdf](https://www.ibombo.com/DOC/ENG/GUARANTEE/ss_rack.pdf)

3. The Seller provides the Buyer with a warranty and guarantee only if the Buyer or the user of the Goods obeys the technological regime of the assembly and maintenance of the Goods.
4. Instructions on the correct installation and maintenance of the Goods are available in the form of a video at the following addresses:
  - a) installation manual - <https://vimeo.com/493915888>;
  - b) pump and pump adapter maintenance - <https://vimeo.com/495337519>;
  - c) tool maintenance - <https://vimeo.com/499137789>;
  - d) maintenance of the paint coating - <https://vimeo.com/499361857>.
5. In order to obtain the passwords to play the video materials referred to in sec. 4, please contact the Seller via e-mail at [biuro@ibombo.com](mailto:biuro@ibombo.com).
6. The granted guarantee and warranty apply only in the country of delivery of the Goods resulting from the Agreement.
7. Any restrictions of the warranty, including those resulting from the Warranty Document, do not apply to consumer sales.

## VII. FORCE MAJEURE.

1. Force majeure shall be understood as all circumstances beyond the control of the Parties, in particular fire, flood, inundation, natural disaster, epidemic, social unrest, strike, embargo, intervention by the authorities, state of emergency or extraordinary.
2. In the event of force majeure, all terms of fulfilment of obligations shall be extended for the duration of the force majeure.
3. The party affected by the force majeure obligation is obliged to notify the other Party of the occurrence of force majeure together with a brief description of the force majeure event and its potential impact on the obligation relationship between the Parties.

## VIII. ORDER CANCELLATION.

1. The Seller declares that the Goods offered and sold by him are realized at the request of the Buyer and adapted to his needs and expectations expressed in the Agreement, and thus for the Agreements there are exceptions to the buyer's rights related to non-prefabricated goods, manufactured according to the buyer's specifications, etc. .
2. In the event of delay by the Buyer with the payment of any due payment, the Seller has the right to withdraw with immediate effect, without an additional call from all Agreements between the Parties, without the Seller being obliged to pay any contractual penalties and collect the Goods already delivered. Withdrawal from the contract may also take place without any form of legal action, but only *per facta concludentia* by collecting the Goods by the Seller.
3. In the cases referred to in Clause VIII.2, the Seller shall not be liable for any damage caused by the Buyer.

4. The Seller has the right to withdraw from the Agreement specified in Clause VIII.2 for a period of 12 months from the date of the Agreement.

## IX. CONTRACTUAL PENALTIES.

1. In the event of the Buyer's resignation from the ordered Goods, the Buyer shall pay the Seller a contractual penalty in the amount of:
  - a) 25% of the gross value of the Goods to which the resignation relates, if the resignation took place within 5 working days from the date of concluding the Agreement or making a prepayment;
  - b) 50% of the gross value of the Goods to which the resignation relates, if the resignation took place after 5 working days from the date of concluding the Agreement or making a prepayment.
2. If the Seller withdraws from the contract in accordance with the provisions of Clause VIII.2, the Buyer is obliged to pay the Seller a contractual penalty in the amount of 25% of the gross value of the Goods to which the withdrawal concerned.
3. Contractual penalties are payable on the basis of a debit note issued by the authorized Party with a payment term of 30 days.
4. The parties may claim damages in excess of the imposed contractual penalties on general terms.

## X. PROTECTION OF PERSONAL DATA.

1. For the purposes of this Clause, the following definitions apply:
  - a) Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /WE;
  - b) Processor - Seller;
  - c) Entrusting Party - Buyer.
2. The processor declares that he has introduced organizational and technical procedures enabling the protection of personal data in accordance with the requirements of the Regulation.
3. The Processor declares that he will process the personal data entrusted to him by the Entrusting entity only in the manner and to the extent necessary for the proper performance of obligations under the contract between the Processor and the Entrusting Entity.
4. The Processor declares that he will not transfer the personal data entrusted to him to other entities, unless it is necessary for the proper performance of obligations under the contract between the Processor and the Entrusting entity.
5. The processor declares that he will not transfer the personal data entrusted to him outside the territory of Poland.
6. The entrusting entity has the right to access the personal data provided to the Processor and to the technical and organizational procedures of the Processor to protect personal data.
7. The Entity has the right to rectify personal data, delete them and limit processing, unless they are necessary for the proper performance of the contract between the Entrusting entity and the Processor.
8. The Entrusting entity has the right to lodge a complaint regarding the breach of personal data protection by the Processor to the President of the Personal Data Protection Office.

9. The disclosure of personal data by the Entrusting entity is voluntary. If the Entrusting Entity fails to provide the personal data necessary for the proper performance of the contract by the Processor, the Processor has the right to refrain from performing its service and / or withdraw from the contract.
10. The principles of the personal data protection policy applied by the Processor are available for download at [https://www.ibombo.com/DOC/ENG/RODO/RODO\\_ENG.pdf](https://www.ibombo.com/DOC/ENG/RODO/RODO_ENG.pdf)
11. By concluding a contract, in any of the modes specified in Section II, the Entrusting entity expresses its consent to entrusting and processing personal data in connection with the performance of this contract.
12. If, in the course of the contract, the Seller entrusts the Buyer with personal data, the Buyer, as the processor of personal data, is obliged to apply the standards of personal data protection in accordance with the Regulation, not worse than the standards applied by the Seller.
13. The Buyer, by providing the Seller with his name and / or logo in order to place them on the Goods by the Seller, also agrees to the Seller posting information about cooperation with the Buyer (portfolio) on its website and in advertising materials.

## XI. FINAL PROVISIONS.

1. The Parties will endeavor to resolve any possible disputes related to the implementation of the Agreements in an amicable manner.
2. In the absence of an amicable solution to the dispute, the court having jurisdiction over any disputes arising from the conclusion and performance of the Agreement is the court competent for the seat of the Seller.
3. If any of the provisions of the General Terms and Conditions turns out to be invalid or ineffective, the remaining valid and effective provisions of the General Terms and Conditions shall not be affected.
4. In matters not covered by the General Terms and Conditions, the provisions of generally applicable Polish law, in particular the provisions of the Civil Code, shall apply.