

## TERMS AND CONDITIONS FOR THE

### OTOMATIC.EU ONLINE SHOP

#### § 1

##### GENERAL PROVISIONS

1. These Terms and Conditions shall govern all use of the otomatic.eu online Shop by all Users.
2. The Terms and Conditions stated herein set forth: the conditions of concluding and terminating Product Sales Agreements, the course of the complaints procedure as well as the type and scope of electronic services rendered through the otomatic.eu online Shop, the conditions of rendering the electronic services and the conditions for concluding and terminating electronic services agreements.
3. By using the Electronic Services available through the Shop located at otomatic.eu, the User agrees to be legally bound and to abide by these Terms and Conditions.
4. To all matters not settled herein the following provisions of Polish law shall apply:
  - 4.1. Act on Rendering Electronic Services of 18 July, 2002,
  - 4.2. Consumer Rights Act of 30 May 2014,
  - 4.3. Act on Out-of-court Settlement of Consumer Disputes of 23 September 2016,
  - 4.4. Provisions of the Civil Code Act of 23 April, 1964 and all other applicable provisions of Polish law.

#### § 2

##### DEFINITIONS FOR THESE TERMS AND CONDITIONS

1. **CONTACT FORM** - a form available on the otomatic.eu website that allows you to send a message to the Service Provider and place an Order.
2. **SUBSCRIPTION** - an Electronic Service that allows the User to access paid content available in the Shop, ie the service of generating reports in pdf.
3. **BILLING PERIOD** - the period for which the Subscription was purchased by the User. The day following the end of the previous Billing Period is considered to be the commencement date of a new Billing Period. The Service Provider provides one Billing Period, which lasts 1 year (12 months).
4. **PRODUCT** – shall refer a movable item available in the Shop (DPF filter cleaning machine) or a service (Subscription) being the subject of the Sales Agreement concluded between the Seller and the Customer.
5. **SALES AGREEMENT** – shall refer to any Product Sales Agreement concluded between the Customer and the Seller through the Shop.
6. **ORDER** – shall refer to the Customer's declaration of intent to enter into a Product Sales Agreement with the Seller.
7. **CUSTOMER** – shall refer to a User concluding a Sales Agreement with the Seller.
8. **ENTREPRENEUR** - a natural person, legal person and an organizational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity on its own behalf.
9. **CONSUMER** – shall refer to any natural person entering into a transaction with the Seller for purposes that are outside their business, trade or profession.
10. **TERMS AND CONDITIONS** – shall refer to the Terms and Conditions contained herein.
11. **SHOP** – shall mean the Service Provider's online Shop located at otomatic.eu.

12. **SELLER, SERVICE PROVIDER** – OTOMATIC SMOLEC I WRONKA SPÓŁKA JAWNA entered in the Register of Entrepreneurs kept by the District Court in Kraków Śródmieście in Kraków 12th Commercial Division of the National Court Register under the KRS number: 0000714813, place of business and address for service: ul. Krakowska 83C, 34-120 Andrychów, Poland, tax identification number NIP: 5492449865, statistical number REGON: 369400914, email address: info@otomatic.pl, telephone number: + 48 728 411 962.
13. **USER** – shall refer to any natural person, a corporate or non-corporate entity granted full legal capacity under imperative provisions of law, using the Electronic Services.
14. **ELECTRONIC SERVICES** - shall refer to the services provided electronically by the Service Provider via the Shop.

### **§ 3**

#### **PRODUCT AND ORDER INFORMATION**

1. The Shop located at otomatic.eu sells Products via the Internet, only to Entrepreneurs.
2. Products offered through the Shop are brand new, free from physical or legal defects and have been legally introduced onto the Polish market.
3. The information provided at otomatic.eu does not constitute an offer as defined by applicable law. By subscribing or placing an Order for a movable item via the Contact Form, the User submits an offer to buy a specific Product under the conditions specified in its description.
4. The Subscription price shown on the website otomatic.eu is given in Euro (EUR) and is a gross price.
5. Products that are movable property are subject to individual valuation for a specific customer.
6. The Product price shown on the Shop's website is not binding at the time of placing the Order by the Customer. The exact price for the performance of the Product is sent to the Customer in a message confirming receipt of the Order.
7. The Subscription price will not change during the Billing Period in relation to the User.
8. The User may place a Subscription Order via the order form available at sklep.otomatic.pl
9. Orders can be placed through the:
  - 9.1. through the website 24 hours a day, 365 days a year by completing an Order Form at otomatic.eu.
  - 9.2. via e-mail at: [grzegorz.gurdek@otomatic.pl](mailto:grzegorz.gurdek@otomatic.pl)
10. **Customers are required to read and accept these Terms and Conditions during Order placement.**
11. Orders are processed between: 7 am and 3 pm Monday to Friday on working days. Orders placed after 3 pm on working days as well as Orders placed on Saturday, Sunday or a public holiday shall be processed the next working day.

### **§ 4**

#### **CONCLUDING SALES AGREEMENTS**

1. In order to conclude a Sales Agreement, the Customer must place an Order, in accordance with the rules set forth under § 3 points 8,9 and 10 of the Terms and Conditions, by choosing one of the methods made available by the Seller.
2. After placing a purchase Order, the Customer receives an Order confirmation from the Seller.

3. Confirmation of receipt of the Order in the case of Products that are movable property includes:
  - 3.1. confirmation of all essential elements of the Order containing a detailed description and specification,
  - 3.2. these Terms and Conditions,
  - 3.3. a proforma covering the entire price for the Product,
  - 3.4. information about the amount of the advance payment and the date for its payment.
4. Payment of the advance by the Customer on the basis of the proforma sent by the Seller shall result in the Customer being bound by his Order and the conclusion of the Sales Agreement of a movable Product.
5. Confirmation of receipt of the Order in the case of Subscription includes:
  - 5.1. confirmation of all essential elements of the Order,
  - 5.2. these Terms and Conditions.
6. In the case of Subscription, upon receipt by the Customer of the e-mail referred to in point 5 of this paragraph, a Sales Agreement is concluded between the Customer and the Seller.
7. Each Sales Agreement will be confirmed by a proof of purchase (VAT invoice), which will be attached to the Product and / or sent by e-mail to the Customer's e-mail address provided in the Contact Form.

## **§ 5**

### **METHODS OF PAYMENT**

1. The total price for the execution of a movable Product is specified in the message confirming receipt of the Order.
2. The following payment options are made available to the Customer traditional bank transfer to the Seller's bank account. Traditional bank transfers should be made into the following bank account: IBAN PL 79 1050 1100 1000 0092 5213 5414 (ING Bank) OTOMATIC SMOLEC I WRONKA SPÓŁKA JAWNA, ul. Krakowska 83C, 34-120 Andrychów, NIP: 5492449865. The Customer should enter the following in the payment title: "Order no. .... / Invoice no. ....".
3. The Customer is obliged to make the payment:
  - 3.1. the equivalent of 10% of the Order amount within 7 days from the date of placing the Order (advance payment),
  - 3.2. the remainder of the remuneration within 7 days from the receipt by the Customer of the Seller's notification that the Product is ready to be released.
4. The Seller has the right to limit the payment methods made available by him in relation to the Customers who are Entrepreneurs, including requiring prepayment of part or all of the sale price, regardless of the method of payment chosen by the Customer and the fact of concluding the Sales Agreement.
5. The advance payment referred to in point 3.1 of this paragraph shall not be returned if the performance of the contract was not due solely to the fault of the Customer.

## **§ 6**

### **DELIVERY COST, TIME AND METHOD**

1. The costs of delivery and possible insurance of the Product, covered by the Customer, are determined during the Order submission process.

2. Delivery of a movable Product by the Seller takes place after the Customer pays the entire price. Together with the Product, the Customer is provided with documentation regarding the Product, which consists of:
  - 2.1. EC declaration of conformity,
  - 2.2. operation and maintenance manual,
  - 2.3. warranty card,
  - 2.4. invoices.
3. The date of delivery of the Product consists of the time of completing the Product and the time of delivery of the Product to the Customer:
  - 3.1. the time of completing the Products is from 6 to 8 weeks from the moment the funds paid for the advance payment for the Sales Agreement are credited to the Seller's account,
  - 3.2. delivery of the Products constituting movables by the Seller takes place within 14 working days (delivery takes place only on working days, excluding Saturdays, Sundays and holidays).
4. Products purchased in the Shop are delivered to customers only in Poland via the Seller's own transport.
5. The price of the products does not include delivery costs. Purchased products are delivered to customers throughout the world, after the customers have then paid the delivery costs and other costs associated with the export of products [if applicable].

## **§ 7**

### **COMPLAINTS PROCEDURE**

#### **1. Manufacturer's Warranty.**

- 1.1. All Products that are movable property offered in the Shop have a warranty valid in the territory of the Republic of Poland,
- 1.2. the warranty period for the Products is 12 months and is counted from the date of delivery of the Product to the Customer,
- 1.3. the document entitling to warranty protection is the warranty card,
- 1.4. notification of defects regarding the Product and submission of a relevant request may be made via e-mail to the following address: **info@otomatic.pl** or in writing to the following address: **ul. Krakowska 83C, 34-120 Andrychów,**
- 1.5. in the above message in written or electronic form, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type, date of occurrence of the irregularity, contact details and, if possible, photo or film documentation. The information provided will significantly facilitate and accelerate the consideration of the complaint by the Seller.

#### **2. Statutory warranty process.**

- 2.1. Under Art. 558 § 1, the Seller's liability under the warranty in relation to Customers who are Entrepreneurs is excluded.

## **§ 8**

### **PROVISIONS CONCERNING ENTREPRENEURS WITH CONSUMER RIGHTS**

1. An entrepreneur conducting sole proprietorship (this paragraph does not apply to commercial companies) is protected by the Act on Consumer Rights, provided that the Sales Agreement it concludes with the Seller is not of a professional nature.

2. A person conducting business activity, referred to in item 1 of this paragraph, is protected only in the scope of:
  - 2.1. prohibited contractual provisions - the so-called abusive clauses,
  - 2.2. liability under the warranty for physical and legal defects of the Product, in accordance with § 7 of the Terms and Conditions,
  - 2.3. the right to withdraw from a distance contract, in accordance with § 8 of the Terms and Conditions (withdrawal from a distance contract does not apply to DPF machines as they are made to individual customer order [non-standard])
3. The entrepreneur referred to in item 1 of this paragraph loses his consumer protection rights in the event that the Sales Agreement he has concluded with the Seller is of a professional nature, which is verified on the basis of the entrepreneur's entry in the Central Register and Information on Economic Activity of the Republic of Poland, in particular the codes of the Polish Classification of Activities indicated therein.
4. Entrepreneurs referred to in item 1 of this paragraph are not covered by institutional protection provided to Consumers by President of UOKiK.

## **§ 9**

### **TYPE AND SCOPE OF ELECTRONIC SERVICES**

1. The Service Provider grants access to the following Electronic Services:
  - 1.1. sending messages and sending orders via the Contact Form,
  - 1.2. Subscription.
2. These Terms and Conditions shall apply to all Electronic Services provided through otomatic.eu
3. The Service Provider reserves the right to display advertising content at otomatic.eu. Advertisements are an integral part of the online Shop front and the materials presented therein.

## **§ 10**

### **CONDITIONS OF PROVIDING SERVICES AND CONCLUDING ELECTRONIC SERVICES AGREEMENTS**

1. Provision of the Electronic Service specified in § 9 point 1.1 of the Terms and Conditions by the Service Provider is free of charge.
2. The provision of the Electronic Service specified in § 9 point 1.2 of the Terms and Conditions by the Service Provider is payable in accordance with the price specified in the Subscription description. The Service Provider will start providing the Subscription after paying for it on the terms set out in the Terms and Conditions.
3. The fees referred to in point 2 of this paragraph should be paid via the electronic payment service or to the Seller's bank account.
4. The Customer is obliged to pay the price under the Subscription Sales Agreement within 1 business day from the date of its conclusion, unless the Sales Agreement provides otherwise.
5. After purchasing the Subscription, access to the report generator is granted to the Customer via e-mail within 2 business days of the payment being credited.
6. The period for which the contract is concluded:
  - 6.1. the contract for the provision of Electronic Services consisting in enabling the sending of a message to the Service Provider via the Contact Form and placing an

- Order is concluded for a definite period of time and is terminated when the message is sent or the User ceases to send it,
- 6.2. the contract for the provision of Electronic Services consisting in the use of the Subscription is concluded for the duration of the Billing Period.
  7. End-user hardware, network and software requirements for the ICT system used by the Service Provider:
    - 7.1. a computer (or a mobile device) with an active Internet connection,
    - 7.2. access to email account,
    - 7.3. Internet browser,
    - 7.4. enabling cookies and Javascript in the Internet browser.
  8. The User agrees to use the Shop in accordance with the principles of good practice, only for lawful purposes and in a manner, which does not infringe the personal rights and intellectual property rights of any third party.
  9. The User is obliged to provide accurate and complete information to the Service Provider.
  10. The User is prohibited from providing any unlawful or illegal content.

## **§ 11**

### **SUBSCRIPTION TERMS**

1. The Subscription is not automatically renewed.
2. In order to extend the Subscription for the next Billing Period, the Customer must place an Order for Subscription via the website [sklep.otomatic.pl](http://sklep.otomatic.pl)
3. The Customer may cancel the Subscription completely at any time by sending relevant information via e-mail to the Service Provider.
4. Canceling a Subscription will terminate it and block access to the report generator.
5. After the end of the Billing Period and failure to extend the Subscription, the Customer loses access to the service, and all materials and reports generated by the Customer while using the service are stored by the Service Provider for a period of 3 months.

## **§ 12**

### **COMPLAINTS PROCEDURE FOR ELECTRONIC SERVICES**

1. Complaints about Electronic Services provided via [otomatic.eu](http://otomatic.eu) should be submitted via email to [info@otomatic.pl](mailto:info@otomatic.pl)
2. All complaints should contain sufficient detail about the subject of the complaint and about the circumstances giving rise to the issue. Specifically, complaints should include information about the nature of the issue, the date when the issue first arose as well as the complainant's contact details. Providing all necessary data will speed up the complaint-handling process.
3. All complaints shall be resolved promptly and, in any event, no later than within 14 days following the date of receipt.
4. A response to the complaint shall be sent by email or other preferred method of contact indicated by the complainant.

## **§ 13**

### **INTELLECTUAL PROPERTY**

1. The compilation of all content at [otomatic.eu](http://otomatic.eu) (with the stipulation of § 13 point 3 of this Terms and Conditions as well as materials used under a license, assignment of copyrights or fair use) is protected by copyright law and is the exclusive property of OTOMATIC

SMOLEC I WRONKA SPÓŁKA JAWNA entered in the Register of Entrepreneurs kept by the District Court in Kraków Śródmieście in Kraków 12th Commercial Division of the National Court Register, place of business and address for service: ul. Krakowska 83C, 34-120 Andrychów, Poland, tax identification number NIP: 5492449865, statistical number REGON: 369400914. The User shall bear all liability for damages caused to the Service Provider caused by any use of the content of the website located at otomatic.eu without the consent of the Service Provider.

2. Any use or reproduction of the content of the website located at otomatic.eu or any portion thereof without the express written consent of the Service Provider constitutes a copyright infringement and is punishable under civil and criminal law.
3. All trade names, Product names, company names and their logos used on the Shops's website at otomatic.eu belong to their owners and are used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented on the Shop's website at otomatic.eu are used for informational purposes.

#### **§ 14**

##### **RESPONSIBILITY**

1. The Service Provider is not responsible towards the Users who are not Consumers:
  - 1.1. for any damage and loss, directly or indirectly (including damage due to loss of profits from running a business, interruptions in business operations or loss of business information and other property damage), resulting from the use, inability to use or malfunction of the Shop's software, resulting from the shutdown or failure of the ICT system, failure of the power grid,
  - 1.2. in connection with improper use of the Shop by the User who is not a Consumer and the malfunctioning of computer hardware, computer software or the communication system through which the User connects to the Shop's system,
  - 1.3. for any damage resulting from errors, failures and interruptions in the Shop or caused by incorrect recording or reading of data downloaded by the Customers,
  - 1.4. for disruptions in the proper functioning of the Shop, as well as loss of data of Users who are not Consumers as a result of force majeure or third parties,
  - 1.5. for the actions of third parties consisting in the use of data and materials posted in the Shop that is inconsistent with generally applicable law or the Terms and Conditions.
2. The Shop's Service Provider reserves the right to temporary interruptions in the operation of the Shop's website. These breaks may occur in connection with maintenance works or modernization of the Shop. In the event of technical breaks, the Shop will publish information about the estimated time of the technical break. The Service Provider will make every effort to ensure that the technical breaks are the least burdensome for its customers.
3. The Service Provider will make every effort to ensure that the data available in the Shop is complete and up-to-date and presented with due diligence, taking into account the existing factual and legal circumstances, within the limits permitted by law.
4. The Users are fully liable for breaking the law or for damage caused by their actions in the Shop, in particular providing false data, disclosure of classified information or other secrets protected by law, violation of personal rights or copyrights and related rights, as well as the processing of personal data of the Users contrary to the purposes of the Shop or in violation of the provisions of the GDPR.

## **§ 15**

### **FINAL PROVISIONS**

1. Agreements concluded through the Shop are concluded in accordance with Polish law.
2. In the event of non-compliance of any part of the Terms and Conditions with applicable law, the relevant provisions of Polish law shall apply in place of the challenged provision of the Terms and Conditions.
3. Any disputes arising from the Sales Agreements between the Shop and the Customers will be settled first by negotiation, with the intention of amicable settlement of the dispute. However, if this would not be possible or would be unsatisfactory for any of the parties, disputes will be resolved by a competent common court, in accordance with point 4 of this paragraph.
4. Any disputes arising between the Service Provider and the User (Customer) who is also an Entrepreneur shall be submitted to the court having jurisdiction over the Service Provider's seat.