

## GENERAL CONDITIONS OF SALE THROUGH DISTANCE COMMUNICATION MEANS AND OF PROVISION OF SERVICES BY ELECTRONIC MEANS

These General Conditions of Sale specify the rules for making purchases from the Seller through the Seller's Online Shop, hereinafter referred to also as the E-shop. Please read the General Conditions of Sale of the E-shop presented below.

These General Conditions of Sale refer and apply only to Entrepreneurs. They do not apply to Consumers.

Consumers are requested to read and accept the Rules of Sales.

The retail sale of Products via the Internet and through the following website: [eshop.vtsgroup.com](https://eshop.vtsgroup.com) is conducted by **VTS Plant Spółka z ograniczoną odpowiedzialnością**, with its registered office in **Gdańsk**, at Aleja Grunwaldzka 472 A, 80-309 Gdańsk, company entered into the Register of Entrepreneurs of the National Court Register, 7th Commercial Division of the National Court Register at the District Court for Gdańsk – Północ in Gdańsk under no. 0000144190, holding NIP no. 8441766497, REGON no. 790306023, hereinafter referred to as the **"Seller"** or the **"Service Provider"**, depending on the context.

You may contact the Service Provider by:

e-mail: [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com)

You may download these General Conditions of Sale in pdf format free of charge at the following address: <https://eshop.vtsgroup.com/poland/content/21-informacje>, also in a manner allowing to obtain, reproduce and record the content of the Rules through an IT system used by the Buyers. In particular, the buyers may download the Rules from the e-shop in pdf format, save the Rules on their storage media and print any number of the Rules' copies without any limitations.

### § 1 Definitions

1. **General Conditions of Sale – (GCS)** document specifying the rights and obligations of the Seller and of the Buyer related to the conclusion of contracts for the sale of goods through the Online Shop, as far as services provided by electronic means are concerned, i.e. services within the meaning of the Act of 18 July 2002 on the Provision of Electronic Services (Dz. U. of 2002, No. 144, item 1204, as amended).
2. **Buyer – (Entrepreneur, Customer)**, i.e. a purchaser being a natural person having full capacity to conduct legal transactions according to the legal order of the Member State of which the person is a citizen, legal person or an organisational entity without legal personality, making a direct purchase at the Online Shop in relation to their business or professional activity. For the avoidance of doubt, an Entrepreneur shall be in particular a purchaser having checked, at the stage of registration of their Account in the Online Shop, the option "Enterprise".

3. **Countries of Delivery** – countries to which a Product/Products may be delivered: Poland, Great Britain, Ireland, Czech Republic, Slovakia, Germany, the Netherlands, France, Sweden, Denmark, Austria, Belgium (only European parts of these states, i.e. except for their overseas territories, etc.)
4. **User** – entity using the Online Shop until the moment of logging in to their Account at the Online Shop.
5. **Account** – subpage of the Online Shop available after the User's registration on the website of the Online Shop. After the registration, it is necessary to log in each time to obtain access to the Account.
6. **Product(s)** – movable good or goods from the range of products offered by the Seller to which the Sales Contract refers.
7. **Sales Contract** – contract for the sale of Products concluded between the Seller and the Buyer through the Online Shop; it charges the Buyer with an obligation to pay to the Seller the entire price indicated for the ordered Product, as well as to cover Product delivery costs
8. **Service (E-shop, Shop, Online Shop)** – online service of the Seller, available at the following address: [eshop.vtsgroup.com](http://eshop.vtsgroup.com) , through which the Buyer purchases the Products.
9. **Party or Parties** – the Seller/Service Provider and the Buyer/Customer.
10. **Commercial information** – information about Products displayed in the Online Shop. Commercial information concerning the price and availability of Products provided before the Products are added to the Cart and before the logging in to the Account does not constitute an offer in the meaning of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Dz. U. of 1997, No. 45, item 286) and of the Civil Code, but only an invitation to negotiations.
11. **Offer** – content marked as "Order Summary", displayed for the Buyer after a Product is Added to the Cart and after the Buyer logs in to their Account.
12. **Order** – Buyer's declaration of intent explicitly specifying the type and quantity of Products, aiming directly at the conclusion of a distance Sales Contract through the Online Shop.
13. **Order Form** – form available at the website of the Service, with the use of which the Buyer may place an Order.
14. **Clauses** – consents in the form of the so-called "check-boxes" included in a form made available on the website of the Online Shop during the registration in the Online Shop. Checking them is tantamount to accepting the content of these GCS and of the Privacy Policy as well as agreeing to have invoices sent by the Seller by electronic means in accordance with the provisions of the GCS, and it is required for registration. The consent to have personal data processed for marketing purposes and to have

commercial information sent by electronic means is optional and does not influence the possibility of registering in the Service and of placing Orders.

## **§ 2 General Rules**

1. The Online Shop conducts retail sales via the Internet.
2. Orders may be placed 24 a day, 7 days a week throughout the year.
3. All Products offered in the Online Shop are brand new and free from material and legal defects.
4. Commercial information displayed in the Online Shop does not constitute an offer within the meaning of Article 14 of the United Nations Convention on Contracts for the International Sale of Goods (Convention of 11 April 1980) and Article 66 of the Civil Code, but an invitation to make offers, even if the information contains a unit price of goods.
5. All prices provided on the [eshop.vtsgroup.com](http://eshop.vtsgroup.com) website are gross prices in EUR (including VAT). The provided prices do not include the cost of delivery of the Products to a place specified by the Buyer. The delivery cost depends on the Product delivery option selected by the Buyer at the stage of completing an Order Form.
6. The Product price presented in the Online Shop before the Products are added to the Cart constitutes only an invitation to negotiate and may differ from the price of the Products added to the Cart. The difference in price is each time influenced by current special offers. In addition, regular customers may also have the possibility to buy goods under conditions specified especially for them.
7. The execution of an Order begins at the moment in which a payment by payment card or credit card is made and confirmed by payment operator.
8. The Seller may refuse to accept or execute an entire Order or its part, in particular if:
  - (a) Product indicated in the Order is no longer available or the delivery cannot be performed within the time limit specified in the Order;
  - (b) Execution of the Order is impossible due to an inappropriate operation of the computer system of the Online Shop;
  - (c) Data provided by the Buyer are false, incomplete or inaccurate and, despite an attempt to do so, it was impossible for the Seller to determine the data;
  - (d) Address for Product delivery is not located in the territory of Delivery Countries;
  - (e) Entrepreneur being a natural person does not have full capacity to conduct legal transactions according to the legal order of the Member State of which the person is a citizen or did not give their consent to have their individualising data processed by the Seller to the extent specified in the first sentence of § 3 (7) of the GCS;
  - (f) Order was not paid for within 7 days from its placement.

9. The Seller shall promptly inform the Buyer about the lack of possibility to execute a part or an entire Order due to reasons specified in point 8 by sending an e-mail to the address provided in the Order Form, unless reasons mentioned in point 8(c) occur. In such a situation, the Buyer may cancel the part of the Order which cannot be executed within the specific time limit or to cancel the entire Order by informing the Seller about it by e-mail or letter sent to the address of the Seller.
10. If the Buyer resigns from the Order in the manner described in point 9 or if the entire Order cannot be executed and the Buyer has already paid for the ordered Product in advance, the Seller shall immediately return the paid amount to the Buyer or its relevant part, provided that the Order is to be executed in part. The payment shall be returned in the same manner in which it was made by the Buyer, unless the Buyer explicitly agrees for the use of a different payment method – in each case, the Buyer shall not be charged with any fees related to the return.
11. The Seller is authorised to send invoices by e-mail to the address provided in the e-mail address field at the moment of Account creation. The Buyer may change the aforementioned address to any other.

### **§ 3 Order Placement**

1. In order to be able to place an Order in the Online Shop, the Buyer shall meet the following conditions:
  1. read these GCS and accept them;
  2. accept the fact that an Order involves the obligation to make a payment;
  3. properly complete the entire Order Form by:
    - selecting the type and quantity of the Product through clicking on the "Add to Cart" button on the bottom of the website of the Online Shop;
    - selecting the delivery method, payment method, and specifying the place of delivery of Products through clicking on an appropriate button in the Online Shop.
    - providing individualising data marked with the "\*" symbol as required; should the provided data be incomplete, the Seller may try to contact the Buyer. Should it be impossible to contact the Buyer due to the provision of incorrect or inaccurate data, the Seller shall be entitled to cancel the Order.
  4. selecting the Clauses confirming that the Buyer read and accepts the GCS and the Privacy Policy is tantamount to giving a consent to have invoices sent by the Seller by electronic means. The Buyer is not obliged to accept other Clauses.

5. reading the final wording of the content of the Offer binding the Seller, marked as the “Order Summary”, which is displayed on the website of the Online Shop after the actions specified in points (a)-(d) above are performed.
6. confirming the intent to conclude a Sales Contract under conditions specified in the Offer by clicking on the “Place an order implying an obligation to pay” button.
2. It is also possible to place an Order by e-mail, having regard to all the conditions specified in points (a)-(f).
3. In order to make it possible for the Buyer to read the final wording of the Sales Contract which will be concluded with the Buyer after the Buyer clicks on the “Place your order with an obligation to pay” button, and in particular in order to make it possible for the Buyer to detect and correct any errors in the data introduced by them, as well as to introduce changes to their data, the Buyer shall click the “Next – Order Summary” button. The Offer displayed at the stage of “Order Summary” ceases to be binding for the Seller at the moment on which the Buyer closes the website of the Online Shop without clicking on the “Place an order implying an obligation to pay” button or at the moment on which the Buyer introduces changes to the content of the Offer.
4. Until the moment in which the Buyer clicks on the “Place an order implying an obligation to pay” button at the stage of “Order Summary”, the Buyer may at any time change their previous Product choice by unselecting the previously selected option or interrupt the process of Product purchase and resign from purchasing the Product.
5. The fact of clicking on the “Place an order implying an obligation to pay” button constitutes:
  1. confirmation by the Buyer of the Buyer’s data correctness,
  2. confirmation by the Buyer of having received the Offer and of its acceptance, which results in the conclusion of an effective Sales Contract between the Buyer and the Seller under conditions specified in the Offer displayed on the website of the Online Shop at the Order Summary stage and under conditions provided for in the GCS.
6. At the moment on which the Buyer clicks on the “Place an order implying an obligation to pay” button, an e-mail is sent to the Buyer’s address specified by the Buyer during Account registration. The e-mail contains a confirmation of all the terms of the concluded Sales Contract. Notwithstanding the foregoing, Sales Contract terms accepted by the Buyer are available to the Buyer in the “Order History” tab and may be printed by the Buyer. The Seller suggests that, in order to secure the content of the GCS in the version applicable at the moment of conclusion of a sales contract for the Buyer’s own needs, the Buyer shall copy the content of the GCS and save it on their computer.

7. The Buyer acknowledges that, pursuant to applicable provisions of law, the processing of their data constituting individualising data is necessary for the execution of a contract and indispensable for undertaking actions preceding the conclusion of the contract. While placing an Order, the Buyer may consent to have their data entered to the database of the Seller's Online Shop and to have them processed for the purposes of direct marketing.
8. In any case, the Buyer has the right to access their data, to correct them and to request their deletion.
9. The Buyer is requested to read the Privacy Policy available at <https://eshop.vtsgroup.com/poland/content/21-informacje>.

#### **§ 4 Costs and date of dispatch**

1. The Product is sent to the address specified in the Order Form.
2. The Seller shall promptly inform the Buyer about an incorrectly completed Order Form, which hinders or may delay the dispatch, subject to § 2(8)(c) of the GCS.
3. Considering the specific character of the Products, they are delivered only by specialised transport companies.
4. The parcel is delivered in accordance with the term specified during the confirmation of the Order, after the delivery address is provided. It is an estimated time limit for the delivery. Considering that payment is made by payment card or credit card, the time of delivery specified on the website of the Service shall be increased by the time necessary to credit the Online Shop's bank account with the funds (usually from 1 to 2 business days).
5. The Buyer is charged with delivery (dispatch) costs specified in the transport price list available at [eshop.vtsgroup.com](https://eshop.vtsgroup.com). The amount of fees depends on the type of transport. The final amount of transportation costs will constitute the result of Order calculation displayed before the placement of the Order – in the calculation, the weight and size of the Product, as well as place of delivery are taken into account.

#### **§ 5 Payments**

1. For each sold Product a customised proof of purchase, i.e. an invoice, is issued.
2. The Seller allows for the following methods of payment for the ordered Product:
  1. Payment card online – by payment card or credit card through PayPal.
3. Since the payment is made by payment card or credit card, the bank account of the Buyer with which the card is connected is debited with the amount at the moment at which the funds are credited.

4. The Buyer agrees for an electronic image of settlement documents, in particular such as: VAT invoices with appendices, correcting VAT invoices with appendices and forms, to be issued and sent by electronic means to the e-mail address indicated by them. This consent allows the Seller also to issue and sent electronic invoices. At the Buyer's explicit request and at no extra charge, the Seller shall issue and sent relevant sales documents in a paper form.

## § 6 Delivery and Collection of the Product

1. Deliveries are performed in the territory Delivery Countries (only European parts of these states, i.e. except for their overseas territories, etc.).
2. Before collecting a parcel from the delivering transport company, the Buyer **is obliged to verify whether the package has not been damaged in transport**. In particular, the condition of tapes or seals placed on the package shall be checked. If the package seems to be damaged or if seals (tapes) are broken, the parcel shall not be collected. The Buyer shall **draw up, in the presence of the Product deliverer, a damage report or a different confirmation of the parcel's condition** and contact the Seller as soon as possible to clarify the situation. A failure to state irregularities in the quantity and quality of the parcel at the moment of its collection may generally have a negative impact on the outcome of the examination of the Buyer's claims,
3. **The seller is obliged to provide the Buyer with the Product** within 30 days from the day of conclusion of the Sales Contract.

## § 7 Declaring the contract avoided

1. The Entrepreneur having concluded a Sales Contract through the Online Shop has the right to declare the Contract avoided only in the case of the Seller's fundamental breach of contractual obligations.
2. Subject to § 6(2), a fundamental breach of obligations under this Contract by the Seller includes: failure to deliver the Product on time, after the expiration of an additional 14-day period for delivery; delivery of Product which is defective or incomplete in a way which makes it impossible to use the Product for its intended purpose. The right to declare a sales contract avoided does not refer to:
  1. Products which may not be purchased by being added to the Cart in the Online Shop, but only through a separate Offer received from the Seller in response to an Enquiry sent by the Entrepreneur.
  2. Products covered by a special offer or constituting a prize within the framework of a special offer, with regard to which the right to declare the contract avoided is excluded by the Seller from the terms of a given special offer.

3. Products which have been used in any manner, goods which are damaged or dirty or the packaging of which is damaged or dirty.
3. The Entrepreneur exercises the right to declare the Contract avoided by submitting, within \_\_\_ days, an appropriate written declaration. The time limit may not be exceeded and starts to on the day following the lapse of the additional period for delivery referred to in point 2 or on the day on which a damage report with a confirmation of the parcel's condition, referred to in § 6(2), is drawn up. In order to comply with the time limit referred in point 4, it is sufficient to send a statement before its lapse. The Seller allows for submitting the statement on declaring the contract avoided by electronic means to the following e-mail address: [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com) or in writing to the address of the registered office of VTS Plant Sp. z o.o. (Aleja Grunwaldzka 472 A, 80-309 Gdańsk, Polska), with the use of a form of declaration on declaring the contract avoided, which constitutes Appendix No. 1 to these GCS.
4. The Product returned in relation to the declaration of avoidance of the contract shall be complete, the Product and accessories shall be undamaged and free from signs of use proving that the Product was used for purposes other than to verify it.
5. If the right to declare the contract avoided is exercised, the returned Product shall be sent back at the Buyer's expense to the Seller – VTS Plant Sp.z o.o., Prologis Park Nadarzyn, Aleja Kasztanowa 160, 05-831 Młochów. The Seller also agrees for the Product to be returned by the Buyer by the intermediary of the transport company having delivered the Product..
6. The return parcel shall be accompanied with a written statement on declaring the contract avoided (in accordance with the form constituting Appendix No. 1 to the GCS) and the number of the account to which the Seller shall transfer the amount paid by the Product and costs of its delivery to the Buyer, provided that if the Buyer chose the Product to be delivered in a manner other than the cheapest standard form of delivery offered by the Seller, the Seller shall not return additional costs incurred by the Buyer for the said reason to the Buyer. To Products sent back within the framework of a complaint, provisions of § 8 instead of the foregoing procedure shall apply.

## **§ 8 Complaint Procedure**

1. The Seller is obliged to deliver/convey to the Entrepreneur faultless Products, except for cut-price defective Products – by placing an Order for such a Product, the Buyer agrees to receive a deficient Product the price of which is lower due to its defect.
2. If the Product other than the one ordered has been delivered, the Entrepreneur must submit a complaint to the Seller by e-mail to the following address: [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com) or in writing, to the address of the Seller's registered office: VTS Plant Sp.z o.o. Aleja Grunwaldzka 472 A, 80-309 Gdańsk



3. Complaints concerning missing Products or their damage shall be submitted immediately after the receipt of the delivery.
4. The Products being complained about shall be delivered to the Seller together with a completed "Complaint/Return Report", which constitutes Appendix No. 2 to these GCS. The Complaint/Return Report is made available by the Seller at the following address: <https://eshop.vtsgroup.com/poland/content/21-informacje> . The parcel shall bear the following information: "COMPLAINT/RETURN" and shall be sent or personally delivered to the address of the Seller: VTS Plant Sp.z o.o., Prologis Park Nadarzyn, Aleja Kasztanowa 160, 05-831 Młochów. The Seller allows for Product complaints/returns to be made by the intermediary of the transport company having delivered the Product to the Buyer.
5. The Seller shall examine the complaint submitted by the Entrepreneur and inform the Entrepreneur about the outcome of the examination in writing or by e-mail.
6. Costs of delivery of the complained about/returned Product to the Seller shall be borne by the Buyer. If the complaint is stated justified, the Seller shall reimburse the delivery costs, however no higher than the costs of a standard delivery, incurred by the Buyer.
7. If the complaint is stated justified, the Seller shall promptly replace the defective product with a new device and send it to the Buyer.

#### **§ 9 Privacy Policy and Personal Data Protection**

1. The Controller of bases of data conveyed by Buyers through the Online Shop in relation to the execution of Orders is the Seller.
2. The data of Entrepreneurs are used for executing Orders and, therefore, they may be conveyed to entities responsible for the delivery of the purchased Products to the Buyer. The Buyer has the right to access their data and to rectify them. The data are conveyed voluntarily.

#### **§ 10 Final Provisions**

1. To matters not regulated in these General Conditions of Sale, provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Dz. U. of 1997, No. 45, item 286) and of the Act of 23 April 1964 – Civil Code (Dz. U. of 1964, No. 16, item 93, as amended) shall apply.
2. Any disputes arising in relation to the conclusion of the Sales Contract shall be resolved by a court having jurisdiction over the registered office of the Seller.
3. The Seller has the right to introduce changes to these General Conditions of Sale and to the Privacy Policy. However, the Buyer shall be bound only by those provisions which were in force at the moment of placement of their Order.

4. If the Seller does not promptly undertake legal actions when the Buyer breaches any provisions of these General Conditions of Sale, it does not mean that the Seller waives the possibility to assert the Seller's rights.
5. The General Conditions of Sale enter into force on the day of publication.
6. Date of publication of General Conditions of Sale 19.08.2015.

**These General Conditions of Sale constitute a work within the meaning of Article 1(1) of the Act on Copyright and Related Rights. An unauthorised person copying their entirety or part shall be subject to legal liability specified in generally applicable provisions of law.**

#### **Appendix No. 1**

Place, date

First and last name of the Buyer

Address of the registered office

**VTS Plant Sp. z o.o.**

Aleja Grunwaldzka 472 A,

80-309 Gdańsk

#### **Statement**

#### **on declaring the distancecontract avoided**

I hereby declare, pursuant to § 7(1) and (4) of the GCS, the contract for sale of the following Euroheat products:

- Volcano ( unit(s)) serial no.\* \_\_\_\_\_
- Defender ( unit(s)) serial no.\* \_\_\_\_\_
- Automation ( unit(s))
- Console ( unit(s))

concluded on \_\_\_\_\_ avoided\*\* with collection date \_\_\_\_\_.

Pallet ID: 229 \_\_\_\_\_

I request to have the amount of EUR \_\_\_\_\_ (in words: EUR \_\_\_\_\_ .../100) returned by transfer \_\_\_\_\_ to the following bank account kept by \_\_\_\_\_, no. \_\_\_\_\_.

I will return the Products in an unaltered state.

\_\_\_\_\_

Buyer's signature

\*Volcano: VR1-RR/xxxxx, VR2-RR/xx..., VRMINI-RR/xx... Defender: WHN100-RR/xxxxx, WHN150-RR/xx..., WHN200-RR/xx..., EHN100-RR/xx..., EHN150- RR/xx..., EHN200-RR/xx...

\*\*please attach a copy of the proof of purchase

## Appendix No. 2

To download attachment [click here](#)

### RULES OF SALES THROUGH DISTANCE COMMUNICATION MEANS AND OF PROVISION OF SERVICES BY ELECTRONIC MEANS

These Rules specify the rules for making purchases from the Seller through the Seller's Online Shop, hereinafter referred to also as the E-shop. Please read the Rules of the E-shop presented below.

These Rules refer and apply only to Consumers. It does not apply to entrepreneurs.

NOTE: The Buyer may only be an adult person with full capacity to perform legal transactions. Entrepreneurs are requested to read and accept the General Conditions of Sale.

The retail sale of Products via the Internet and through the following website: [eshop.vtsgroup.com](http://eshop.vtsgroup.com) is conducted by **VTS Plant Spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdańsk, at **Aleja Grunwaldzka 472 A, 80-309 Gdańsk**, entered into the Register of Entrepreneurs of the National Court Register, 7th Commercial Department of the National Court Register at the District Court for Gdańsk – Północ in Gdańsk, under no. 0000144190, holding NIP no.8441766497, REGON no. 790306023, hereinafter referred to, depending on the context, as the "Seller" or the "Service Provider". You may contact the Service Provider by:

e-mail: [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com)

You may download these Rules in pdf format free of charge at the following address: <https://eshop.vtsgroup.com/poland/content/21-informacje>, also in a manner allowing to obtain, reproduce and record the content of the Rules through an IT system used by the Buyers. In particular, the buyers may download the Rules from the e-shop in pdf format, save the Rules on their storage media and print any number of the Rules' copies without any limitations.

#### § 1 Definitions

1. **General Conditions of Sale** – these rules regarding services provided by electronic means are rules referred to Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in

particular electronic commerce, in the Internal Market (OJ L No. 178, page 1) and in Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services (Dz. U. of 2002, No. 144, item 1204, as amended, hereinafter referred to as the “Act on the Provision of Electronic Services”).

2. **Buyer – (Consumer, Consumers, Customer, Customers)** being a consumer, i.e. a natural person conducting with the Seller a legal transaction which is not directly related to the person’s business, commercial, professional or artisanal activity, having full capacity to perform legal transactions pursuant to the legal order of the Member State, of which the person is a citizen, and who places or is planning to place an Order or uses other services of the Online Shop (consumer in the meaning of Article 2(1) of the Directive of the European Parliament and of the Council 2011/83/EU of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L No. 304, p. 64), /hereinafter referred to as the “Directive”, as well as within the meaning of Article 22 1 of the Civil Code), being also a Customer within the meaning of the Act on the Provision of Electronic Services.
3. **Countries of Delivery** – countries to which a Product/Products may be delivered: Poland, Great Britain, Ireland, Czech Republic, Slovakia, Germany, the Netherlands, France, Sweden, Denmark, Austria, Belgium (only European parts of these states, i.e. except for their overseas territories, etc.).
4. **Product(s)** – movable good or goods from the range of products offered by the Seller to which the Sales Contract refers.
5. **Sales Contract (Contract)** – contract for the sale of Products concluded between the Seller and the Buyer through the Online Shop; it charges the Buyer with an obligation to pay to the Seller the entire price indicated for the ordered Product, as well as to cover its delivery costs.
6. **Service (E-shop, Shop, Online Shop)** – online service of the Seller, available at the following address: [eshop.vtsgroup.com](http://eshop.vtsgroup.com), through which the Buyer purchases the Products.
7. **Party or Parties** – the Seller/Service Provider or the Buyer/Customer.
8. **Order** – Buyer’s declaration of intent explicitly specifying the type and quantity of Products, aiming directly at the conclusion of a distance Sales Contract through the Online Shop.
9. **Order Form** – form available at the website of the Service, with the use of which the Buyer may place an Order.
10. **Clauses** – consents in the form of the so-called “check-boxes” included in a form made available on the website of the Online Shop during the registration in the Online Shop.

Checking them is tantamount to accepting the content of the Rules of Sales and of the Privacy Policy as well as agreeing to have invoices sent by the Seller by electronic means in accordance with the provisions of the Rules, and it is required to conclude the Contract (with and without registration). The consent to have personal data processed for marketing purposes and to have commercial information sent by electronic means is optional and does not influence the possibility of concluding the Contract (with and without registration).

## **§ 2 General Rules**

1. In order to be able to place an Order in the Online Shop, the Buyer shall read these Rules, explicitly accept their provisions, check the Clauses required for Order placement, as well as accept the fact that the placement of an Order implies an obligation to make a payment.
2. The Online Shop provides the following services via electronic means: conclusion of on-line sales contracts (regarding the offered Products), sending the newsletter.
3. Conditions of the provision of services via electronic means, in particular technical conditions necessary for the cooperation with the IT system used by the Online Shop, are as follows: connection with the Internet (with a minimum capacity of not less than 1mbit/512 kbits); website browser allowing to display hypertext documents (HTML) on the computer screen, like Firefox, Chrome, Opera, Internet Explorer, etc.; e-mail account. It is also possible to use the e-shop service via internet browsers installed on mobile devices (smartphones, tablets, etc.). The Service Provider cautions that the use of Internet may be related to additional costs being charged by operators.
4. The Online Shop conducts retail sales via the Internet.
5. All Products offered in the Online Shop are brand new and free from material and legal defects.
6. Commercial information displayed in the Online Shop does not constitute an offer within the meaning of Article 66 of the Civil Code, but a request for quotes, even if the information contains a unit price of goods.
7. It is forbidden for the Customers to provide content of illegal character.

## **§ 3 Order Placement**

1. All prices provided at [eshop.vtsgroup.com](http://eshop.vtsgroup.com) are gross prices in EUR (including VAT). The prices do not include costs of delivery.
2. Orders are accepted through the website (Order Form).
3. Orders may be placed 24 hours a day, 7 days a week throughout the year.

4. An Order is effective when the Buyer properly completes an Order Form and appropriately provides actual contact data, including a detailed address to which the Product is to be sent as well as a telephone number or e-mail address, and effectively conducts activities the scope of which is specified in § 2 (1) of these Rules.
5. Should the provided data be incomplete, the Seller may try to contact the Buyer. Should it be impossible to contact the Buyer due to the provision of false, incorrect or inaccurate data, and despite the Seller's attempts to determine the data, the Seller shall be entitled to cancel the Order.
6. The Buyer accepts that the acceptance of an Order for execution by the Seller is related to the conclusion of a legally effective Sales Contract and to an obligation to pay the price specified in the order, together with delivery costs.
7. The Buyer acknowledges that, pursuant to the applicable regulations, processing of the Buyer's personal data and address is necessary to execute the contract and indispensable to undertake actions before the contract is concluded. While placing the Order, the Buyer may consent to have their personal data entered to the database of the Seller's Online Shop and to have them processed for the purposes of direct marketing.
8. In any case, the Buyer has the right to access their personal data, to rectify them and to request their deletion.
9. The Buyer is requested to read the Privacy Policy, which may be found at the following address: <https://eshop.vtsgroup.com/poland/content/21-informacje>.
10. After the Buyer places an effective Order, the Buyer receives a confirmation of acceptance of the Order and the content of these Rules in pdf format, as of the date of Order. Until the receipt of such a confirmation, the Buyer may cancel the Order.
11. The execution of an Order begins at the moment in which a payment by payment card or credit card is made and confirmed by payment operator.
12. The Seller may refuse to accept or execute an entire or a part of an Order for important reasons, in particular if:
  1. Product indicated in the Order is no longer available or the delivery cannot be performed in within the time limit specified for the Order;
  2. Execution of the Order is not possible due to inappropriate operation of the Online Shop,
  3. Data provided by the Buyer are false, incomplete or inaccurate and despite an attempt to contact the Buyer the Seller does not manage to determine the data,
  4. The place for delivery is not located in the territory Delivery Countries,

5. A person placing an Order is a minor or did not agree to have their personal data processed by the Seller to the extent specified in the first sentence of § 3(7) of the Rules,
  6. The payment for the Order was not made within 7 days from the day of Order placement.
13. The Seller shall promptly inform the Buyer about the lack of possibility to execute a part of the entire Order for reasons specified in point 12, by sending an e-mail to the e-mail address of the Buyer, unless the reason are the circumstances specified in point 12(c). In such a case, the Buyer may cancel the part of the Order which cannot be executed within the specified time limit or to cancel the entire Order by e-mail or in writing, by sending a message to the Seller's address.
14. If the Buyer cancels the Order in a manner specified in point 13 or it is impossible to execute the entire Order or its part, in particular for reasons specified in point 12, and if the Buyer have paid for the ordered Product(s) in advance, the Seller shall immediately return the paid price or its relevant part – should a part of the order be executed – to the Buyer. The payment shall be returned in the same manner in which it was made, by the payment method used by the Buyer, unless the Buyer explicitly agrees for the payment to be returned in a different manner – in any case the Buyer shall not be charged with any costs due to the return.

#### **§ 4 Costs and date of dispatch**

1. The Product is sent to the address specified in the Order Form.
2. The Seller shall promptly inform the Buyer about an incorrectly completed Order Form, which hinders or may delay the dispatch, subject to § 3(5) of these Rules.
3. Due to the specific character of the Products, they are delivered only by means of specialised transport companies.
4. The parcel is delivered in accordance with the term specified during the confirmation of the Order, after the delivery address is provided. It is an estimated time limit for the delivery. If Since the payment is made by payment card or credit card, the time specified on the website of the Service shall be increased by the time necessary to credit the Online Shop's bank account with the funds (usually from 1 to 2 business days).
5. The Buyer is charged with delivery costs specified in the transport price list available at [eshop.vtsgroup.com](http://eshop.vtsgroup.com). The amount of transportation costs depends on the type of transport, and the final amount of delivery costs shall be the result of a calculation displayed before the Order is placed – the calculation shall take into account the weight and size of the Product(s) as well as the place of delivery.

#### **§ 5 Payments**

1. For each sold Product, a personal proof of purchase is issued, i.e. an invoice/a receipt together with an invoice.
2. Payment for the ordered Product may be made by means of a payment card or credit card online.
3. The Buyer agrees for an electronic image of settlement documents, in particular such as: VAT invoices with appendices, correcting VAT invoices with appendices and forms, to be issued and sent by electronic means to the e-mail address indicated by them. This consent allows the Seller also to issue and sent electronic invoices. At the Buyer's explicit request and at no extra charge, the Seller shall issue and sent relevant sales documents in a paper form.

#### **§ 6 Delivery and Collection of the Product**

1. Deliveries of Products are performed in the territory of Delivery Countries.
2. Before collecting a the Product(s) from the transport company, the Buyer shall verify whether the package has not been damaged in transport. In particular, the condition of tapes or seals placed on the package shall be checked. If the package seems to be damaged or if seals (tapes) are broken, the parcel shall not be collected. Moreover, the Buyer shall draw up, in the presence of the deliverer of the Product, a damage report or a different confirmation of the parcel's condition. In such a case, the Buyer shall



contact the Seller as soon as possible to clarify the situation. A failure to state irregularities in the quantity and quality of the parcel at the moment of its collection may have a negative impact on the outcome of the examination of the Buyer's claims for damage or theft of the parcel in transportation. However, each such case shall be examined individually.

## **§ 7 Declaring the contract avoided**

1. The Buyer having concluded a Sales Contract through the Service has the right to declare the Contract avoided without providing any reason by placing an appropriate written statement. However, the right is limited in time and may be exercised for 14 days. The time limit may not be exceeded and starts to run on the day following the day in which the goods are collected by the Buyer or a third person indicated by the Buyer, other than the carrier. In the case of a Contract covering many goods which afterwards are delivered separately, in lots or pieces, the time limit starts to run on the day following the day on which the last of the goods, lots or parts is collected (legal basis: Article 9 of the Directive and Article 27 of the Consumer Rights Act of 30 May 2014 (Dz. U. of 2014, item 827)).
2. In order to comply with the time limit referred in point 1, it is sufficient to send a statement before its lapse. The Seller allows for submitting the statement on declaring the Contract avoided by electronic means to the following e-mail address: [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com) or in writing to the following address: VTS Plant Sp.z o.o.(Aleja Grunwaldzka 472 A, 80-309 Gdańsk, Polska). We suggest the use of the form of statement on declaring the contract avoided, which constitutes Appendix No. 1 to these Rules. The form may also be downloaded from the website of the e-shop.
3. The Consumer is obliged to return the Product to the Seller within 14 days from the day in which they declare the Contract avoided. To meet the deadline, it is sufficient to send the Product before its lapse. The Product returned in relation to the declaration of avoidance of the Contract shall be complete, the Product and accessories shall be undamaged and free from signs of use proving that the Product were used for purposes other than to verify them. The Consumer should choose a delivery manner ensuring that the Product is delivered to the Seller without any defects. The return of the Product may be related to an obligation of the Consumer to incur costs which, due to the specific character of the Product and the necessity to secure it appropriately, may be higher than the sending of a standard parcel by post. The Seller suggests benefitting from transport company services, in conformity with point 7.
4. The Consumer is responsible for a reduction in the value of the Product resulting from its use which goes beyond what is necessary to identify the character, features and functioning of the Product.

5. If the right to declare the Sales Contract avoided is exercised, the Consumer shall incur direct costs of the Product(s) return to the address of the Seller: VTS Plant Sp.z o.o., Prologis Park Nadarzyn, Aleja Kasztanowa 160, 05-831 Młochów.
6. If the right to declare the Sales Contract avoided is exercised, the Seller shall repay the following costs to the Consumer: payment for the Product(s) and costs of delivery to the Consumer, provided that if the Buyer chose the Product to be delivered in a manner other than the cheapest standard form of delivery offered by the Seller, the Seller shall not return additional costs incurred by the Buyer for the said reason to the Buyer.
7. Considering the specific character of the Products, in particular their size, weight and susceptibility to become damaged during inappropriate transport, the Seller suggests that the Consumer should first send the statement on declaring the contract avoided. Moreover, the Seller Suggests that the Consumer should use the transport provided by the Seller, although it does not exempt the Consumer from the obligation to incur the costs (information about the costs is available at: [eshop.vtsgroup.com](mailto:eshop.vtsgroup.com)). The Seller notices that the transport offered by the Seller may be cheaper and safer than the one organised by the Consumer. In order to agree with the Seller upon the date of collection of the Product, please contact us by sending an e-mail to [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com) or a letter to the address of the registered office of VTS Plant Sp.z o.o. (Aleja Grunwaldzka 472 A, 80-309 Gdańsk, Polska).
8. It is possible to return the Product and declare the contract avoided at the same time and without the use of the Seller's transport. In such a case, the parcel shall be accompanied with a written statement on declaring the contract avoided (Appendix No. 1) and the number of the account to which the Seller shall transfer the payments specified in point 6 above, provided that they have not been conveyed to the Buyer earlier. The Seller returns the payments in the manner used by the Buyer.
9. The Seller may withhold the return of the payment until the receipt of the Product or until the provision of a proof of its dispatch, whichever occurs earlier.
10. To Products sent back within the framework of a complaint, provisions of § 8 instead of the foregoing procedure shall apply.

## **§ 8 Complaint Procedure**

1. The Seller is obliged to deliver/convey to the Buyer faultless Products, except for cut-price defective Products – by placing an Order for such a Product, the Buyer agrees to receive a deficient Product the price of which is lower due to its defect.
2. If goods other than those mentioned in the Contract have been delivered, the Buyer shall submit a complaint to the Seller by e-mail to the following address: [eshop@vtsgroup.com](mailto:eshop@vtsgroup.com) or in writing, to the address of the Seller's registered office: VTS Plant Sp. z o.o., Aleja Grunwaldzka 472 A, 80-309 Gdańsk, Polska.

3. Complaints concerning missing goods or their damage shall be submitted immediately after the receipt of the delivery.
4. In the case of receipt of a Product which is defective and/or incompliant with the Order, the Buyer shall immediately notify the Seller of that fact, and the Seller shall immediately and undue inconvenience for the Buyer substitute the defective goods with flawless ones or remedy the defect. If the Seller does not substitute the defective goods or does not remedy the defect, the Buyer may request a reduction of the price or submit a statement on declaring the Contract avoided. Moreover, instead of the repair of the defect proposed by the Seller, the Buyer may request the goods to be substituted with flawless ones or request a repair instead of a substitution, unless it is impossible to bring the goods into conformity with the Contract in the manner selected by the Buyer or unless it would generate excessive costs compared to the solution proposed by the Seller.
5. The goods being complained about shall be delivered to the Seller together with a completed "Complaint/Return Report", which constitutes Appendix No. 2 to these Rules. The "Complaint/Return Protocol" is made available by the Seller on the following website: [eshop.vtsgroup.com](http://eshop.vtsgroup.com). The parcel shall bear the following information: "COMPLAINT/RETURN" and shall be sent or personally delivered to the address of the Seller: VTS Plant Sp.z o.o., Prologis Park Nadarzyn, Aleja Kasztanowa 160, 05-831 Młochów. The Buyer may, but does not have to, use the above-mentioned Product Complaint Protocol from Appendix No. 2 to place a complaint. Nevertheless, in such a case, the complaint shall include at least: a) first and last name, correspondence address and, optionally, e-mail address of the Buyer, b) date of conclusion of the contract constituting a basis for the complaint, together with a proof of its conclusion, c) subject of the complaint, together with the Buyer's demand, d) all circumstances justifying the complaint. If the data or information provided in the complaint require to be completed, before examining the complaint the Seller shall ask the Buyer to complete it to the indicated extent.
6. The Seller shall respond to the demand (complaint) submitted by the Buyer within 14 days from the day of submission of the demand together with the Product. Otherwise, it should be deemed that the demand submitted by the Buyer is considered justified.
7. Costs of delivery of the Product being complained about shall be borne by the Buyer. If the complaint is considered justified, the Seller shall reimburse the Product delivery costs incurred by the Buyer, although in the amount not higher than the lowest cost of a normal delivery of this type of goods.
8. Furthermore, if the complaint is considered justified, the Seller shall promptly replace the defective Product with a new one and send it to the Buyer.

## **§ 9 Privacy Policy and Personal Data Protection**

1. The Controller of bases of personal data conveyed by Buyer through the Online Shop in relation to the execution of Orders is the Seller.
2. The personal data are used for executing Orders and, therefore, they may be conveyed to entities responsible for the delivery of the purchased Products to the Buyer. The Buyer has the right to access their data and to rectify them. The data are conveyed voluntarily.
3. The Privacy Policy, including information with regard to cookies, constitutes Appendix No. 3 and is available here.

## **§ 10 Final Provisions**

1. To matters not regulated in these Rules, provisions of the Directive, of the Act of 30 May 2014 on the protection of consumer rights (Dz. U. of 2014, item 827) and of the Act of 23 April 1964 – Civil Code (Dz. U. of 1964, No. 16, item 93, as amended) shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. In the case of a dispute, the Buyer may enforce their rights both in court in the country in which the Seller has their registered office or in court in the Buyer's country of residence.
3. The Seller has the right to introduce changes to these Rules and to privacy policies. However, the Buyer shall be bound only by those provisions which were in force at the moment of placement of their Order.
4. If the Seller does not promptly undertake legal actions when the Buyer breaches any provisions of these Rules, it does not mean that the Seller waives the possibility to assert the Seller's rights.
5. The Rules enter into force on the day of publication.
6. Date of publication of the Rules 19.08.2015.

**These Rules constitute a work within the meaning of Article 1(1) of the Act on Copyright and Related Rights. An unauthorised person copying their entirety or part shall be subject to legal liability specified in generally applicable provisions of law.**

### **Appendix No. 1**

Place, date

First and last name of the Buyer

Address

**VTS Plant Sp. z o.o.**

Aleja Grunwaldzka 472 A,  
80-309 Gdańsk

**Statement**

**on declaring the distancecontract avoided**

I hereby declare, pursuant to Article 27 of the Act of 30 May 2014 (Dz. U. of 2014, item 827), on Consumer Rights / under Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive

85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council of 25 October 2011 (OJ L No. 304, page 64)

the contract for sale of the following Euroheat products:

- Volcano ( unit(s)) serial no.\* \_\_\_\_\_
- Defender ( unit(s)) serial no.\* \_\_\_\_\_
- Automation ( unit(s))
- Console ( unit(s))

concluded on \_\_\_\_\_, with collection date\_\_\_\_\_.

Pallet ID: 229\_\_\_\_\_

I request to have the amount of EUR\_\_\_\_\_ (in words: EUR \_\_\_\_\_ .../100) returned by transfer \_\_\_\_\_ to the following bank account kept by \_\_\_\_\_, no. \_\_\_\_\_.

I will return the Product in an unaltered state.

\_\_\_\_\_  
Buyer's signature

\*Volcano: VR1-RR/xxxxx, VR2-RR/xx..., VRMINI-RR/xx... Defender: WHN100-RR/xxxxx, WHN150-RR/xx..., WHN200-RR/xx..., EHN100-RR/xx..., EHN150- RR/xx..., EHN200-RR/xx...