# EURØPOOL

# General terms and conditions EUROPOOL Spółka z ograniczoną odpowiedzialnością

#### I. Definitions

- Seller EUROPOOL Spółka z ograniczoną odpowiedzialnością with seat in the locality of Padniewko, address Padniewko no. 53, 88-300 Mogilno, Poland, entered into the business register kept by the District Court in Bydgoszcz, 13<sup>th</sup> commercial department of the Polish National Court Register under KRS no. 0001047127, holding the NIP (tax id.) no. 5571708574, REGON (statistical) no. 525834730, with company capital of PLN 150,000.00.
- 2. Buyer a natural person, legal person, an organisational entity without legal personality submitting an order or buying Products or Services from the Seller.
- 3. Consumer a natural person performing a legal action not directly related to their business or professional activity, and a natural person conducting business activity per art. 7aa of the Polish act of 30.05.2014. on consumer rights.
- 4. Entrepreneur a natural person, legal person or an organisational entity without legal personality, however, holding legal capacity, performing a legal action related directly to the business or professional activity conducted in own name.
- 5. Wholesale buyer A buyer submitting orders regularly, with the number of ordered pools/ spa baths being at least five items annually.
- 6. Retail buyer An Entrepreneur or a Consumer making a single purchase of a bathing pool/ spa bath or buying not more than five items annually.
- 7. Parties the Seller and the Buyer.
- 8. Products garden pools with pool equipment and spa baths offered for sale by the Seller.
- 9. Services services performed by the Seller, in particular concerning the delivery, installation and servicing of Products.
- 10. Contract contract concerning the sales of Products and/ or the provision of Services concluded by the Parties, including documents that, pursuant to the Contract, constitute its integral part.
- 11. Terms General Terms of Sale in force with the Seller.

#### II. General provisions

 The present General Terms of Sale issued by the Seller apply to the sale of Products and the performance of Services, reserving the next sentence. The Terms do not apply if the Parties conclude a separate contract in written or documented form, confirmed by a suitable document, the object of which in particular is the sale and installation of a garden pool, unless such a contract would state otherwise.

- 2. The Terms constitute general contract terms per art. 384 and subsequent of the Polish Civil Code. They constitute an integral part of contracts and orders and are binding upon both Contract Parties, unless the Parties expressly agree on other provisions.
- 3. The Terms are published for viewing and analysis on the website of the Seller at www.europool.pl.
- 4. The Terms are made available to the Buyer in order for them to make themselves acquainted with the same even before the conclusion of the Contract. In addition, the Terms are provided to the Buyer as an attachment to the contract being concluded, and in cases, in which the sale is not confirmed by a contract document, the Terms will be provided for information of the Buyer as an attachment to the VAT invoice, or by indication on the invoice or any other document related to the sales transaction of the Seller website, where they are available.
- 5. The Terms also apply to Contracts concluded with Consumers as well as Entrepreneurs.
- 6. In case of contradictions between the Terms and the provisions of the Contract or with any other documents signed by authorised representatives of the Parties, the Contract supersedes any provisions of the Terms and other documents, with provisions stated in other documents superseding the provisions of the Terms. Contradictions between individual provisions of the Terms and the provisions of the Contract or those found in other documents signed by authorised representatives of the Parties does not automatically necessitate the non-application of the other provisions of the Terms that would not be contradictory. The remaining, non-contradictory Terms, are applied to the Contract being concluded.
- 7. Information concerning Contract provisions as well as information acquired during Contract performance is strictly confidential and will not be revealed to any third parties, save for advisors of any of the Parties, on condition of these persons signing suitable confidentiality obligations (does not apply to professional representatives such as lawyers or legal counsel), reserving section 8.
- 8. Any Party may disclose information described under section 7:
  - a) to the extent, in which this is required pursuant to provisions of the law or in court or administrative proceedings;
  - b) to the extent, in which this information becomes commonly available in another manner than by violation of the provisions of the present paragraph by any one of the Parties or entities acquiring access to confidential information from the Parties;
  - c) with prior written consent of the other Party (form required under pain of nullity).

# III. Conclusion of contracts

- 1. Information, price lists and other advertising and commercial material not directed at anyone in particular do not constitute offers but solely invitations to negotiations.
- 2. Any writing directed at an individual buyer indicating any number of Products that the Seller may deliver under a particular contract, the delivery date and the place of delivery, is an offer and expresses the will of the Seller to conclude a contract with the addressee of the offer. The offer validity date is indicated in its content. The offer may be accepted exclusively without reservations. Reserving further provisions of these General Terms, a contract is concluded when the Seller receives an order before the expiry of the offer

validity deadline. Failure to submit an order within the indicated deadline causes the offer to expire.

- 3. Reservations or modifications of any offer by the Seller made by the Buyer are considered to be a new offer (a new order). In such a case the contract is deemed to have been concluded if within ten (10) business days the Seller confirms in writing or by e-mail the acceptance of the order. In any other case, the offer submitted by the Buyer loses validity at the expiry of the indicated ten-day deadline.
- 4. Should the Buyer submit an order foregoing the offer proceedings, the contract is concluded with within ten (10) business days from the date of receipt of the order the Seller would conclude the acceptance of the submitted order in writing or by e-mail. Should there be no confirmation provided as described above, the submitted order is not binding upon the Seller.
- 5. The Buyer submits orders at the seat of the Seller in writing or by e-mail, covering:
  - a. the name and designation of the Product as used by the Seller,
  - b. the number of Products,
  - c. the suggested Product delivery deadline if the delivery is to be performed by the Seller,
  - d. the delivery location (precise address) if the delivery is to be performed by the Seller,
  - e. an information on whether the order would also cover installation of the delivered Products and the type of service.
- 6. In addition, if the Buyer had not provided this data earlier, the order should also include the full (company) name of the Buyer, the exact residence or seat address, KRS (court reg.) no. as well as tax identification (NIP) and statistical (REGON) numbers. Beside the provisions indicated in the Terms, the Seller allows the option of conclusion of individual contracts, and reserves the right to accept partial orders or to reject them without indicating any cause.
- 7. A Buyer ordering Products and Services from the Seller, should use the terms and definitions used by the Seller.
- 8. Should the Buyer be a Consumer, they are obliged to indicate their PESEL no. on the order or directly on the external release (WZ) document or on the invoice issued by the Seller.

# IV. Prices

- 1. For wholesale customers, the wholesale customer price list is valid as sent individually to wholesale customers by e-mail or provided directly during meetings.
- 2. For retail customers, the basic price list published on the website www.europool.pl is valid, however, it does not take into account the installation of the ordered Products. The Seller determines the scope of services and the costs individually with the retail customer, and then the Seller provides the retail customer with an offer covering the services expected by the retail customer.
- 3. Unless the Parties decide otherwise, or unless the invoice would indicate otherwise, the Buyer is obliged to pay the price immediately upon the invoice issue by the Seller and upon delivery before Product delivery (full prepayment).
- 4. The payment date is the date of crediting of the resources on the Seller bank account.

- 5. The Seller reserves the right to demand any prepayment from the Buyer.
- 6. Payments made by the Buyer to the Seller may be primarily accepted as due obligations of the Buyer, and should there exist multiple due obligations of the Buyer, to cover the oldest due obligation, and in case of other receivables (interest, etc.), to cover these receivables.
- 7. In case of due amounts being unpaid over seven days past the due date, the Seller has the right to suspend deliveries.
- 8. If after the sale of Products and Services substantiated doubts arise as to the liquidity or credit ability of the Buyer, or should this fact, valid at the moment of conclusion of the contract, come to light only later, the Seller may suspend the fulfilment of the subsequent service or provision until the settlement of the due obligation (including auxiliary obligations such as interest and costs) or demand suitable payment security, with all obligations of the buyer being due and payable immediately. In case of decline or failure to fulfil the demand or to provide the security, the Seller may withdraw from the contract within seven business days, with the Buyer not being entitled to any compensation.
- 9. The final Product price is determined on the basis of individual offers submitted by the Seller.
- 10. The Seller reserves the right to provide rebates and reductions on the sold Products and Services as they see fit.

#### V. Delivery conditions

- 1. The delivery date given in the offer of the Seller, in the contract, Buyer order confirmation or as determined by the Parties in the form of the delivery schedule is only valid if the Buyer submits all documents and information necessary for the correct execution of the delivery (in case, in particular, they provide the necessary technical details of the goods being ordered, the exact delivery address, delivery dates, times, at which the delivery may be taken, any person authorised to receive the goods, any contact phone number to call to notify the Buyer of unforeseen hindrances during transport that would influence the delivery deadline, etc.), and if payments before delivery are agreed upon, when the agreed payments are made.
- 2. The place of delivery is indicated by the Buyer, and it must fulfil at least the following minimum conditions: paved surface and free access allowing transport by a vehicle with a load-bearing capacity of 24 tons.
- 3. Confirmation of release of Products is effected by an external release (WZ) document, waybill, CMR, or alternatively by way of any other documents required by the Buyer, so long as they are agreed upon beforehand with the Seller.
- 4. Product delivery costs are borne by the Buyer, unless the Parties decide otherwise.
- 5. Any Buyer taking delivery of Products by own transport or by a carrier is responsible for proper securing of the load by the use of Product shift limiters and lashing straps. No losses occurring in case of improper transport burden the Seller. Should the Products be delivered by the Seller to any point indicated by the Buyer, the Buyer is obliged to conduct a quality and quantity acceptance of the Products after conclusion of transport and possibly unloading. Depending on the submitted order, the Products may be delivered according to one of two variants:
  - a. with unloading,

- b. no unloading (in such a case, the Buyer should provide all necessary resources allowing efficient unloading of the vehicle).
- 6. The Buyer has the duty to ensure that at the indicated location a person is found that would hold a written authorisation to receive the Products. should the location indicated by the Buyer lack such an authorised person, the Seller is entitled to release the Products to any person that obliges themselves to accept them in name of the Buyer at the cost and risk of the Buyer. The risk related to the release of the Products thus rests with the Buyer.
- 7. A written authorisation to receive goods, as described under section 6, should include at least the address and contact details of the authorised person, and their identity document number, and may be delivered to the Seller by e-mail as well.
- 8. In case of a force majeure event or in case of any other unforeseen, extraordinary circumstances, for which the Seller would not be responsible, such as those indicated under item IX of the present Terms, the Seller reserves the right so long as these circumstances would prevent the Seller from timely performing the obligation, and so long as the Seller is not responsible for these to delay the delivery or service performance deadline by the duration of the hindrance and suitable period necessary to undertake delivery again.
- 9. The moment the Buyer receives products, the Products must be inspected in terms of quality and quantity. The Buyer is obliged to immediately notify all visible product or packaging flaws.
- 10. Products received by the Buyer are considered to be free of visible flaws. Acceptance of Products confirmed by signature of the person authorised by the Buyer on the Seller release document indicates abandonment of Buyer rights to raise any claims in the future related to quality deficiencies or clearly visible flaws of the Products being released.
- 11. Long-term orders require the Buyer to submit a delivery schedule, with an indication of deadlines and volumes. The schedule requires approval of the Seller. The Seller is entitled to invoice products not picked up in line with the set schedule.
- 12. The Buyer may call off/ delay delivery at the latest within four weeks before the agreed delivery deadline.
- 13. Should the Buyer shift any delivery within less than four weeks from the planned delivery, they are obliged to pay to the Seller a contractual penalty of 10% of the order value.
- 14. Should the Buyer call off a delivery within less than four weeks, they are obliged to pay to the Seller a contractual penalty of 70% of the order value.
- 15. The wholesale customer should keep records of the Products including retail customer data and serial numbers of the Products, allowing specific Products to be assigned to specific customers.

#### **VI. Installation**

- 1. Installation of the Products, as agreed between the Parties, is performed by the Seller following previous consultations and at the place and time agreed upon by the Parties.
- 2. The Buyer is obliged to provide Seller employees with access to the place of installation in a manner allowing the performance of installation work. In addition, the Buyer is obliged to provide Seller employees with a map of the place of installation, indicating electric systems, water lines and any other systems located in the assembly area, as well as any other

documentation that the Seller would request, and which would turn out to be necessary for correct installation.

- 3. Commencement of installation works by Seller employees depends on the Buyer delivering the documentation indicated under item V.2. of the Terms. Delays in installation due to failure of the Buyer to fulfil their obligation under item V.2. of the Terms may not be treated as delays of the Seller.
- 4. The Buyer is wholly responsible for correct marking out of the installation area.
- 5. The Buyer is wholly responsible for any damage caused as a result of installation works carried out at the location and based on the installation area indicated by the Buyer and based on delivered documentation as described in item V.2. of the Terms.
- 6. Buyer responsibility also covers damage to third parties, to the environment, as well as damage to Seller employees performing the installation, stemming from erroneous information included in the Buyer-provided documentation.
- 7. In case of any unforeseen hindrances inherent to the place of installation that would preclude the execution of the installation works by the Seller, the Buyer obliges themselves to remove the disclosed hindrances at their expense and responsibility.
- 8. Should weather conditions prevent the execution of installation works, the Seller will suspend their execution until the weather changes to such conditions that would allow correct performance of the installation works.
- 9. Product delivery or Service performance deadlines are automatically extended by the period of the hindrance that is independent of the Seller, in particular described under sections 7-8.
- 10. Downtimes or delays related to the indicated hindrances may not be treated by the Buyer as constituting failures of the Seller.
- 11. Installation is confirmed by an installation works acceptance protocol signed by the Buyer and a Seller representative.
- 12. Any remarks concerning the installation performed by the Seller must be stated by the Buyer in the installation works acceptance protocol.
- 13. If the Contract would cover a spa bath, the Contract does not cover installation, connection or start-up of the bath. The moment the Contract is concluded, the Seller provides the Buyer with necessary clarifications and recommendations in this regard.

#### VII. Service

- 1. The Seller offers service options for Products sold and installed.
- 2. Within the scope of service works, the Seller offers Winter service, Spring service and extended Spring service.
- 3. The scope of service works covers in particular:
  - a) preparing the pool basin, in particular, removal of water from the pool basin,
  - b) checking of the technical condition of the system and of the pool basin, e.g. checking the quality of the pool basin, checking the operation of the pool basin system following the pool season,
  - c) preparing the pool and equipment ahead of the Winter, e.g. removal of residual water from pool equipment, disconnection of pool equipment, plugging of equipment installed

in the basin, dosing of pool chemicals to water remaining in the basin.

- 4. The scope of Spring service works covers basically:
  - a) cleaning of the pool basin, meaning, general cleaning of the pool basin walls to remove light stains, general cleaning of the bottom and stairs of the basin to remove light stains,
  - b) checking the technical condition of the system and pool basin, meaning, checking the tightness and quality of the pool basin, checking the tightness and correctness of operation of the pool systems before their start-up.
  - c) start-up of the pool, e.g. connection/joining of pool equipment, calibration and start-up of auxiliary equipment, topping up the water in the basin, start-up of the pool and dosing of pool chemicals.
- 5. The scope of extended Spring service works covers basically:
  - a) cleaning of the pool basin, meaning, comprehensive cleaning of the pool basin walls to remove light stains, comprehensive cleaning of the bottom and stairs of the basin to remove light stains,
  - b) checking the technical condition of the system and pool basin, meaning, checking the tightness and quality of the pool basin, checking the tightness and correctness of operation of the pool systems before their start-up,
  - C) start-up of the pool, e.g. connection/joining of pool equipment, calibration and start-up of auxiliary equipment, removal of water left over for the Winter and filling of the pool basin with water, start-up of the pool and dosing of pool chemicals.
- 6. Buyers indicate the will to have specific service activities performed by an e-mail or phone notification. The seller indicates the full service offer to the Buyer, stating e.g. the scope of service works, date of performance of the works, service works price and other information necessary to perform the works.
- 7. Should the Buyer indicate damage to the Products, the Seller conducts an interview to determine whether the reported flaw may be complained about. If the flaw may be complained about, the Seller dispatches a service person to the Buyer. Should the Seller, having conducted a preliminary interview, have doubts or conclude that the Product must be sent to the manufacturer for repair, the Buyer sends the Product to the Seller. Then, the Product is checked by the Seller and then it is either repaired by the Seller or sent to the manufacturer per the complaints procedure.
- 8. Should the service person, performing their visit or checking the equipment at the site of the Seller, conclude that the flaw emerged due to erroneous use, the Buyer obliges themselves to cover the full costs of the service visit as well as the repair/ replacement of the equipment.

#### VIII. Transfer of risk

- 1. The transfer of risk of accidental Product loss or damage on to the Buyer takes place the moment the Products are released to the Buyer or the person responsible for transport.
- 2. The risk of loss of or damage to Products is transferred to the Buyer also in any situation, in which the goods are not received by the Buyer at the designated location and time, including in the event that the place of release of the Products is the Seller warehouse. In

such a case, the risk of loss of or damage to Products is transferred to the Buyer on the day after the last day, on which the Buyer is contractually obliged to accept the Products.

# IX. Payment conditions

- 1. Payment for received Products and performed Services is effected immediately following the issue of an invoice or according to agreed payment conditions.
- 2. The Parties accept that the payment date is the date of crediting of financial resources on the Seller account.
- 3. The Seller may demand prepayment from the Buyer in any amount agreed upon in the offer, amounting to a percentage of the order value, before the start of Product manufacture or before the date of their delivery, or after delivery.
- 4. In case of payment delays, the Seller is entitled to charge statutory interest.
- 5. After the expiry of the payment deadline, the Seller is entitled to suspend release of Products to the Buyer and to suspend performance of Services for the Buyer, with all Buyer payments becoming immediately due and payable irrespective of any prior agreed payment deadline. The suspension of deliveries or the exercising by the Seller of any other rights foreseen in the present Terms on the occasion of any default of the Buyer excludes the Buyer's option to raise any claims from non-performance or undue performance of the Contract, in particular damage compensation claims for damage suffered by the Buyer due to suspension of deliveries, having all obligations of the Buyer against the Seller becoming due, or the Seller utilising other rights described in the Terms.
- 6. Any Buyer making regular purchases from the Seller may be awarded a buyer credit, e.g. a delay in payment deadlined of the Buyer for the purchased Products and Services on the basis of rules and in the amounts individually agreed upon with the Buyer.
- 7. The Seller may decline processing of the order should the Buyer exceed their provided buyer credit limit.
- 8. In case of payment delays, the Seller is entitled to claim, beside main receivables and interest for delays, also court costs, enforcement costs, representation costs and any other costs related to the collection of due amounts.
- 9. When taking information on circumstances indicating insolvency or lack of credit ability of the Buyer, in particular should it not be possible to enforce bills of exchange or cheques issued by them, if the Buyer is in default in paying or if a motion is filed with respect to them to call their insolvency, or if a motion is filed to open restructuring proceedings, the Seller may refrain from executing submitted, but not yet performed orders, or may make their performance dependent on the submission of specific security or prepayments, and should the Call of the Seller not be heeded to, the Seller may withdraw from any contracts within thirty days of taking knowledge of circumstances indicating insolvency or lack of credit ability of the Buyer. The Buyer is, in such a case, not entitled to any claims against the Seller.
- 10. Should the Seller make use of the right to withdraw as described above, the Buyer shall reimburse the Seller for all documented costs, This does not hinder the Seller's right to claim further damage compensation claims.
- 11. The Seller is entitled to transfer dues against the Buyer on to a bank (factor). Should the Seller make use of this right, the Buyer shall be notified in writing on the transfer of debts and the obligation to pay the debt to the factor account indicated in the writing. Security of claims acquired from the Buyer shall be transferred by the Seller on to the factor. In case the due

debt is not paid in time, the factor will instigate against the Buyer an admonition procedure, entailing the transfer of calls to pay, and in case of these remaining ineffective, they are entitled to proceed to recover the purchased debt in court.

- 12. The Buyer obliges themselves to notify the Seller immediately in case of any changes to their seat or place of residence and correspondence address (including e-mail address and fax no., if they are indicated to the Seller). Failure to notify causes deliveries made to addresses indicated in the order or in signed documents to be considered effective.
- 13. The delivery of VAT invoices issued by the Seller against the Buyer may take place in electronic form pursuant to art. 106n of the Polish goods and services tax to which the Buyer hereby agrees. Data concerning e-mail addresses used for the delivery of electronic VAT invoices shall be indicated by the Parties in the Contract or in any other documents or correspondence related to the Contract.

### X. Force majeure

- Should circumstances emerge that would not be foreseeable at the time of conclusion of the contract, e. g. such as Seller suppliers failing to perform deliveries, hindrances at the Seller plant caused by fires, epidemics, water and other circumstances, breakdowns of production equipment and machinery, strikes, shortages of materials, energy, no transport capacity (including due to weather conditions), actions of government bodies, the Seller is released from obligations from the contract or the present Terms during these circumstances, and bears no negative legal consequences for this reason.
- 2. The Seller obliges themselves to immediately notify the Buyer about the emergence of circumstances indicated under item 1.

#### XI. Intellectual property

 The Seller reserves all intellectual property rights to drawings, calculations, technical calculations, assessment reports and any other documents delivered or made available to the Buyer at the time of conclusion of the Contract. They are only meant to be used for the purposes of the Contract, and may not be copied or made available to third Parties, in whole or in part, without prior written consent of the Seller.

#### XII. Warranty and statutory warranty

- 1. The Seller provides the Buyer with a warranty covering the Products purchased by the Buyer, using the rules and conditions set forth in a separate document the Warranty, made available to the Buyer.
- 2. Should the Buyer not be a Consumer, the Seller excludes their responsibility for execution of the object of the Contract arising out of statutory warranty.

3. The defect notification should contain at least a brief description of the defect and the date on which it was found. In the complaint notification, the Purchaser or the Wholesaler should indicate the serial number of the swimming pool, found on the nameplate or in the warranty statement. Failure to provide the serial number may lead to the complaint process being prolonged or the Seller not being able to respond to the complaint and rejecting the complaint.

# XIII. Costs of storage of Products not picked up on time

Should the Buyer not take delivery of Products at the time set forth in the Order, the Seller shall be entitled to charge them with Product storage costs encompassing the commencement of the delay period, at the rate of PLN 200.00 (two hundred) for every commenced day of delay. In such a case, the release of the products to the Buyer will take place exclusively on condition of the Buyer accepting the VAT invoice spanning the storage costs, with the Buyer note that they

are obliged to pay them within the indicated deadline. Should the Products not be picked up within four weeks from the agreed acceptance deadline, the Seller has the right to sell the Products otherwise, and the Buyer loses all claims related to Products that were not picked up, including the claim for reimbursement of the paid price and other damage compensation claims.

#### XIV. Seller's right to withdraw from the Contract

- 1. The Seller is entitled to withdraw from the Contract in the following situations:
  - a) the Buyer failing to perform any payments in the agreed time,
  - b) no cooperation of the Buyer during Contract performance, preventing or significantly hindering the execution of the Seller obligations pursuant to the Contract.
- 2. The Contract withdrawal statement described under section 1 above should be submitted within 30 days from the date of the information on the emergence of circumstances updating the right to submit such a statement.

# XV. Consumer's right to withdraw from the Contract

- Pursuant to conditions set forth in the Polish act on Consumer rights of May 30<sup>th</sup>, 2014 (meaning, of January 28<sup>th</sup>, 2020 (Polish Journal of Laws of 2020, item no. 287)), any consumer that concluded a contract remotely or outside of the business premises may withdraw from the Contract within fourteen days, without stating a reason.
- 2. The period set forth in section 1 commences:
  - a) for Contracts, the performance of which spans the Seller releasing Products, being obliged to transfer their ownership from the takeover of the goods by the Consumer or any other third party indicated by them other than a carrier,
  - b) for other Contracts from the date of conclusion of the Contract.

- 3. For Contracts spanning multiple Products delivered separately, in batches or parts, the period indicated under section 1 commences with the delivery of the last item, batch or part.
- 4. For Contracts entailing the regular delivery of Products over a specific time (subscription), the period indicated under section 1 runs from the takeover of the first item.
- 5. A Consumer may withdraw from the Contract by submitting to the Seller a statement of withdrawal from the Contract. For validity of the Contract withdrawal date, it is sufficient for the Consumer to send out their statement before the expiry of this period.
- 6. The statement may be sent out by regular mail or by e-mail, in the form of a statement sent to the e-mail address of the Seller the Seller's contact data is set forth under item I.1. of the Terms. The statement may also be submitted using the form given as a template in attachment no. 2 to the Polish act of May 30<sup>th</sup>, 2014, on consumer rights, however, this is not obligatory.
- 7. The Consumer is obliged to return the Products to the Seller or transfer them to a person authorised by the Seller for immediate delivery, however, not later than fourteen days from the date, on which they withdraw from the Contract. The Consumer bears the direct costs of return of the Products to the Seller.

# XVI. Closing provisions

- 1. The present Terms are valid starting 01.09.2023.
- 2. The Seller has the right to amend the Terms at any time, without stating a reason. Changes to the Terms do not influence Contracts concluded before the change.
- 3. Any transfer of rights or obligations arising out of a sales contract by the Buyer on to third parties may only take place with written consent of the Seller.
- 4. The Buyer bears all responsibilities for the effects of giving erroneous or incomplete data in the order that would prevent proper order execution.
- 5. In all disputes, the relevant jurisdiction is the law of Poland.
- 6. Any disputes arising from the execution of the present Contract shall be submitted by the Parties for resolution by the court for the seat of the Seller, with reservation of the following sentence. Should the Buyer be a Consumer, the relevant court of law shall be determined according to general principles.
- 7. The controller of the personal data fo the Seller is the company EUROPOOL Spółka z ograniczoną odpowiedzialnością in the locality of Padniewko, address Padniewko no. 53, 88-300 Mogilno, Poland, entered into the business register kept by the District Court in Bydgoszcz, 13th commercial department of the Polish National Court Register under KRS no. 0001047127, holding the NIP (tax id.) no. 5571708574, REGON (statistical) no. 525834730, with company capital of PLN 150,000.00. The data protection rules are described in the privacy policy available at https://europool.pl/polityka-prywatnosci/.