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## **GENERAL TERMS AND CONDITIONS OF SALE (GTCS)**

**Ecor LEOPOLD SIKORA DANIELA SIKORA spółka jawna with its registered office in Chrzanów**

### **§ 1. General Provisions and Definitions**

1. **Parties:** The Seller/Manufacturer is **Ecor LEOPOLD SIKORA DANIELA SIKORA sp.j.** with its registered office in Chrzanów. The Buyer shall exclusively be an entrepreneur making a purchase for professional purposes. These GTCS do not apply to consumer sales.
2. **Exclusivity:** These GTCS constitute the sole basis for the concluded Agreements. The Seller expressly rejects the application of any contractual templates (regulations, general terms of purchase) used by the Buyer.
3. **Definitions:**
  - **Goods:** Products and materials offered by the Seller.
  - **Order:** The Buyer's declaration of intent specifying the assortment and quantity.
  - **Order Confirmation:** The Seller's statement of acceptance of the order, sent electronically or in writing.
  - **Business Days:** Days from Monday to Friday, excluding public holidays in Poland.

### **§ 2. Procedure for Concluding Agreements**

1. **Conclusion Mode:** An Agreement is deemed concluded at the moment the Seller sends the Order Confirmation. The place of conclusion of the Agreement is the registered office of the Seller.
2. **No Implied Consent:** Silence on the part of the Seller shall always be deemed a refusal. Any changes to the GTCS or additional requirements of the Buyer (certificates, specific logistics) shall bind the Seller only if they have been expressly accepted in the Order Confirmation.
3. **Amendment of Terms:** If the Order Confirmation modifies the Buyer's order, the Buyer has 3 business days to lodge an objection. The absence of an objection or the lack of express acceptance within this period shall result in the Agreement not being concluded.

### **§ 3. Prices and Payments**

1. **Prices:** All prices are net prices (excluding VAT, customs duties, and excise tax). Settlements shall be made in PLN or EUR.
2. **KSeF and Invoices:** The Seller issues structured invoices (KSeF). The Buyer agrees to receive visualizations of structured invoices in PDF format via electronic means.

3. **Delay:** In the event of a delay in payment, the Seller is entitled to statutory interest for delays in commercial transactions.
4. **Security:** In the event of a deterioration of the Buyer's financial condition, the Seller may make the delivery conditional upon prepayment or the provision of security; in the absence thereof, the Seller may withdraw from the Agreement.

#### § 4. Execution of Deliveries and Release of Goods

1. **Incoterms:** The release of goods takes place in accordance with the **EXW** rule (Seller's warehouse), unless the Order Confirmation indicates another Incoterms 2020 rule.
2. **Retention of Title:** The Seller reserves the title to the Goods until full payment of the price (Art. 589 of the Civil Code). Until that time, the Buyer may not encumber the Goods with the rights of third parties.
3. **Packaging:** The price includes standard packaging. Weight is provided on a net basis.

#### § 5. Warranty, Complaints, and Liability

1. **Quality:** The Seller (Manufacturer) ensures that the Goods comply with the ISO system and possess the declared certificates. Technical documentation is provided electronically or along with the Goods.
2. **Complaint Deadlines:** The Buyer loses rights under the statutory warranty (rękojnia) and guarantee if a complaint is not filed within:
  - **7 business days** from release – for quantitative discrepancies and visible damage;
  - **4 weeks** from release – for qualitative (hidden) defects.
3. **Transport Damage:** A condition for a complaint is the preparation of a damage report in the presence of the carrier.
4. **Limitation of Liability:** The Seller's liability is limited to the actual damage incurred and may not exceed the net value of the defective Goods. Liability for lost profits is excluded.

#### § 6. Force Majeure and Termination of the Agreement

1. **Force Majeure:** The Seller is not liable for failure to perform obligations due to circumstances beyond its control (fires, wars, border blockades, sudden changes in raw material prices, utility failures).
2. **Suspension:** The occurrence of Force Majeure suspends delivery deadlines. If the obstacle lasts longer than 90 days, the Seller may withdraw from the Agreement without compensation.
3. **Withdrawal:** The Seller may suspend deliveries or withdraw from the Agreement if the Buyer is in arrears with payments for any previous delivery.

#### § 7. Confidentiality and Personal Data (GDPR)

1. **Secrecy:** The Buyer undertakes to keep technical and commercial information (recipes, discounts) confidential under penalty of liability for damages, for a period of 5 years after the end of cooperation.

2. **GDPR:** The administrator of personal data is Ecor LEOPOLD SIKORA DANIELA SIKORA sp.j. Data are processed for the purpose of executing the Agreement and fulfilling tax obligations. The Buyer is obliged to inform its employees about the rules of processing their data by the Seller.

## **§ 8. Final Provisions**

1. **Law and Jurisdiction:** The governing law is Polish law. Any disputes shall be resolved by the common court having jurisdiction over the registered office of the Seller.
2. **Form:** Any amendments to the Agreement require a documentary form (e-mail) or written form under penalty of nullity.