



# GENERAL TERMS AND CONDITIONS OF TRADE

*This document (hereinafter referred to as the GTCT) defines the general trading terms and conditions of PREVAC sp. z o.o.'s device repair service and constitutes an integral part of offers, contracts and Order confirmations and binds both Parties, unless the Parties clearly agree otherwise in writing. Placing an Order is tantamount to acceptance of the GTCT.*

## 1. General provisions

- 1.1. These GTCT relating to PREVAC's repair service shall apply to all contracts for the devices repair concluded by PREVAC as the recipient of the Order.
- 1.2. The definitions used in the further part of these GTCT specify:  
**PREVAC** – PREVAC sp. z o. o.  
based at ul. Raciborska 61 in Rogów (44-362), Poland, number in the National Court Register: 0000130401; NIP no.: 6471782175;  
**Orderer** – a domestic or foreign contractor who submitted an inquiry regarding the repair of the device by the PREVAC service;  
**Parties** - PREVAC and the Orderer;  
**Initial offer** - a written offer submitted to the Orderer before receiving the device for repair;  
**Final offer** - a written offer submitted to the Orderer based on the results of the device's expertise which specifies the device repairing conditions in the PREVAC service;  
**GTCT** - the general trading terms and conditions of PREVAC's device repair service.
- 1.3. These GTCT are a complete and only (alongside the offer, Order and contract) contractual regulation which binds the Parties in terms of paid repairs of devices. Thus, the Parties exclude the use of any other contractual provisions (including contract templates). Any other regulations applied by the Orderer are not applicable.
- 1.4. Departure from GTCT may only be introduced with PREVAC's consent that must be in writing under pain of nullity.

## 2. Declaration of contamination

- 2.1. All devices sent to PREVAC service must be accompanied by a completed, signed and stamped Declaration of Contamination. The template is available at the PREVAC's head office and on the following website: [www.prevac.pl](http://www.prevac.pl).
- 2.2. Devices sent to PREVAC service without a completed, signed and stamped Declaration of Contamination will be returned to the sender at their expense.

## 3. The prices and final offer confirmation

- 3.1. The price of the repair given in the initial offer is an estimate price, which will be specified after the device's expertise is carried out and will be given to the Orderer in the final offer.
- 3.2. In case of repairs ordered by a domestic contractor, all prices in a currency other than the Orderer's settlement currency will be converted at the exchange rate in accordance with the final offer.
- 3.3. The initial offer is not binding. PREVAC is obliged to perform the repair in accordance with the terms specified in the final offer.
- 3.4. Lack of placing an Order according to the final offer within 60 days from the date of issuing the final offer is tantamount to resignation from the repair and:
  - a. The unrepaired device will be scrapped or returned to the Orderer in accordance with the GTCT,
  - b. The Orderer will be charged with the costs of scrapping, expertise and return of the device.
- 3.5. If a remote device repair is possible during the expertise, then:
  - a. when the repair price does not exceed 200 EUR net price and the repair time does not exceed 2 hours of the service technician's work - PREVAC will perform a remote repair based on the consent included in the Declaration of Contamination or based on the consent expressed in any form during a remote connection,
  - b. if the repair price exceeds 200 EUR net price or the repair time exceeds 2 hours of the service technician's work - PREVAC will perform a remote repair based on the consent expressed in any form during a remote connection. If such consent is not given, PREVAC shall submit a final offer in accordance with the GTCT.

## 4. Resignation from repair

- 4.1. In case of resignation from the repair after the results of the device's expertise have been presented, the Orderer is obliged to cover the costs of scrapping, expertise and returning the device.
- 4.2. The cost of expertise/scrapping depends on the type of the device.
- 4.3. The cost of the expertise is 10% of the gross value of the final offer, not less than 50 EUR net price.
- 4.4. In case of repair by external service, the Orderer is obliged to cover the costs of transport and insurance.

## 5. Returns and collection of devices

- 5.1. Returns of the devices are carried out:
  - a. in the country - by a courier according to their Price List, and the cost of transport will be added to the invoice,
  - b. in other European Union countries - by a courier according to their Price List, and the cost of transport will be added to the invoice or according to the terms specified in the final offer,
  - c. outside the European Union - according to the terms specified in the final offer.  
In particular situations, the Orderer will make an individual transport quotation in the final offer.
- 5.2. If the device needs to be returned in a different manner than described in point 5.1, the Orderer is obliged to make a note of such information in the Order and organize the transport at their own expense, which is appropriate for the collection of the given device at the date confirmed by the PREVAC service, however:
  - a. PREVAC may refuse to load the device if the means of transport organized by the Orderer does not meet the requirements of appropriate/safe transport/reloading of the device.
  - b. If the device is not collected within 7 days from the agreed date, the device will be sent back to the Orderer on standard terms.
- 5.3 It is the Orderer's responsibility to organize the transport of the device to PREVAC service. Section 5.2. sub. a applies accordingly.

## 6. General warranty conditions for repaired devices, statutory warranty

- 6.1. In case of repairs carried out in PREVAC service, the warranty and the statutory warranty for the repaired devices is provided for a period of 6 months from the date of releasing the device from PREVAC service, unless stated otherwise.
- 6.2. In case of repairs carried out at the Orderer, the warranty and the statutory warranty for the repaired devices is provided for a period of 3 months from the date of completing the repair, unless stated otherwise.
- 6.3. The warranty and the statutory warranty are provided to the recipient/payer for the repair in accordance with the issued VAT invoice without the right of assignment.
- 6.4. As part of the warranty and statutory warranty, PREVAC is only and exclusively responsible for restoring the serviced device to operating efficiency in terms of the repairs carried out that are the basis for providing the warranty and statutory warranty. Therefore, the Orderer's statutory warranty entitlements are limited to the repair of the device.
- 6.5. If the complaint is rejected, the Orderer is obliged to cover the costs of the expertise, transport and any materials and work necessary to prepare the expertise.
- 6.6. The place to carry out repairs under the warranty/statutory warranty is PREVAC's head office.
- 6.7. If the repair under the warranty/statutory warranty needs to be carried out outside PREVAC's head office, the Orderer is obliged to cover the costs of transport and indicate the exact place of the repair under the warranty/statutory warranty.
- 6.8. Warranty repairs are carried out on working days from Monday to Friday from 8:00 to 18:00, unless agreed otherwise.

## 7. Applicable law, jurisdiction and venue

- 7.1. The contract will be interpreted and performed in accordance with the law of the Republic of Poland. The law of the Republic of Poland shall also apply to all relations between PREVAC and the Orderer related to the conclusion of contracts for device's repair.
- 7.2. In matters not covered by these GTCT or a separate agreement of the Parties, the relevant regulations of the Civil Code shall apply.
- 7.3. Any disputes or claims related to the implementation of devices repairs in PREVAC service which could not be settled amicably, will be settled by a Polish general court (jurisdiction of the court in Poland) competent for the seat of PREVAC.

## 8. Final Provisions

- 8.1. All oral arrangements between the Parties are binding only upon their confirmation by the Parties in writing under pain of nullity or in the manner specified in these GTCT.



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- 8.2. If particular provisions of these GTCT turn out to be invalid or ineffective, this will not affect the validity and the effectiveness of other provisions. In such a case, the Parties undertake to adopt such provisions that will reflect the previous provisions in an effective manner.
- 8.3. All Orderers are bound by these GTCT, unless an individual contract states otherwise.
- 8.4. PREVAC reserves the right to amend these GTCT. The change in the GTCT will not affect the Orders placed before such change, which are carried out on the existing terms.
- 8.5. Taking into consideration international communication, these GTCT have been drawn up in two languages - Polish and English, while the document appropriate in the event of language discrepancies or for resolving disputes is the Polish version only.

These GTCT were implemented on 10.01.2023