



General Sale Conditions of JBGHT



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General Provisions

1. These GSC constitute general terms and conditions of contracts within the meaning of Article 384 et seq. of the Act of 23 April 1964 on the Civil Code and are applied by JBG-2. They constitute an integral part of the Contracts and are binding on the Parties unless the Parties explicitly agree on the different provisions. Any amendments, additional arrangements, suspensions require a consent of both Parties expressed in writing.
2. The GSC are mandatory provisions in all forms of the Contracts concluded between the Parties and are not subject to exclusion, limitation or repeal upon a placement of the order by the Purchaser or an acceptance of an offer of JBG-2 by the Purchaser, in particular through a unilateral declaration of the Purchaser, addressing to JBG-2 the conditions of orders or other acts regulating the subject of a purchase by the Purchaser or through the wording contained in the general conditions applicable to the Purchaser.
3. The contractual provisions, individually agreed and confirmed in writing by JBG-2 with the Purchaser, shall prevail over the provisions of these GSC within the scope, in which they contain regulations different from these GSC.
4. The GSC are publicly available to the Purchaser through the website of the JBGHT brand: www.jbght.com.
5. The Purchaser by way of placing the order or by accepting the offer, declares implicitly, that the Purchaser has familiarized with the GSC content and has accepted it.

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Definitions

1. The Price List of JBG-2 – a set of prices unilaterally determined by JBG-2, applicable within the period determined by JBG-2, relating to the Subject Matter of the Contract, its individual types, varieties, spare parts, components, additional services.
2. Warranty – a quality guarantee of the manufacturer of the Subject Matter of the Contract, constituting a contractual obligation of JBG-2 (the Warrantor) to be liable for the Defects arising in the Subject Matter of the Contract, expressed through actions aimed at elimination of the Defect, if these Defects are disclosed within the time limit specified in the Warranty.
3. JBG-2 – JBG-2 Sp. z o.o. with its registered office in Warsawice (43-254), 5 Gajowa Street, registered in the Register of Entrepreneurs of the National Court Register in the Regional Court in Gliwice, 10th Commercial Division of the National Court Register, KRS number: 66339, Tax Identification Number (NIP): 6342383421, share capital PLN 2,300,000.00.
4. Consumer – a natural person making a legal transaction with JBG-2 not directly related to his/her economic or professional activity to whom the provisions governing the rights and obligations of the consumers arising from the conclusion of Contracts apply, in particular the Act of 30 May 2014 on consumer rights.
5. Purchaser – a natural person, organisational unit or legal entity purchasing the Subject Matter of the Contract from JBG-2 under the Contract.
6. GWC – General Warranty Conditions of JBGHT.
7. GSC – General Sale Conditions of JBGHT.



8. Parties - JBG-2 and the Purchaser entering into the Contract.
9. Subject Matter of the Contract – a heating pump determined within JBG-2 offer.
10. Force Majeure – an event of an external, accidental or natural (elementary) nature, which cannot be avoided or foreseen, in particular events of a catastrophic nature, acts of nature and extraordinary events in the form of disturbances of collective life, such as wars, national riots, epidemics, quarantines or in the form of disturbances of a private nature, connected with ensuring an uninterrupted supply of the Subject Matter of the Contract, such as power and other operating factors, interruptions in the provision of the Internet or digital connections if without their provision the manufacturing facilities are not able to function properly, interruptions in the supply of materials and components of the Subject Matter of the Contract occurring for reasons beyond the control of JBG-2.
11. Contract – a mutual obligatory relationship between the Parties concluded on the basis of an offer accepted by the Purchaser from JBG-2, placing an order by the Purchaser and its subsequent acceptance by JBG-2, a written delivery or sale contract or orders made under a separate framework cooperation contract between the Parties, in terms of the delivery of the Subject Matter of the Contract.
12. End User – a natural person, organisational unit or legal entity purchasing the Subject Matter of the Contract directly from JBG-2 under the Contract or through a third party who is the Purchaser.
13. Defect – a physical defect in the Subject Matter of the Contract, arising from the reasons inherent in the Subject Matter of the Contract, as a result of which the usability of the Subject Matter of the Contract is reduced, taking into account the purpose specified in the Contract or another agreement, or resulting from the circumstances or purpose of the Subject Matter of the Contract, as well as when the Subject Matter of the Contract has lost the performances, the existence of which JBG-2 has assured the Purchaser.

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Purchase of the Subject Matter of the Contract

1. The purchase of the Subject Matter of the Contract takes place either under an order accepted of the Purchaser by JBG-2 or under an offer accepted of JBG-2 by the Purchaser.
2. The correspondence between the Parties concerning the conclusion of the Contract shall take place by means of a direct communication in the form of an e-mail correspondence.
3. The Purchaser is obliged to send all inquiries and orders to the following e-mail addresses of JBG-2 specified at the end of the GSC.
4. Information about the Subject Matter of the Contract presented in the catalogues, folders, brochures of JBG-2, as well as posted on the website of JBG-2 are for advertising purposes only and do not constitute an offer within the meaning of the Civil Code.
5. Any assurances, warranties, promises and amendments to the Contract made orally by the employees or persons acting on behalf of JBG-2 in connection with the conclusion of the Contract shall not be binding on JBG-2 until they are confirmed in the written or in a documentary form (e-mail) by the persons authorised by JBG-2 to make such declarations or otherwise shall be null and void.



6. In case of any discrepancies between the order placed by the Purchaser and the offer of JBG-2, the order confirmation, which is issued and sent to the Purchaser by JBG-2 shall be binding.
7. A cancellation of an order by the Purchaser is permitted only in the exceptional situations upon a prior written agreement on the terms of a cancellation with JBG-2. JBG-2 reserves the right to charge the Purchaser with the actual costs incurred up to the moment of the cancellation - not more than the value of the order, in particular when the manufacturing process of the Subject Matter of the Contract has been commenced.
8. JBG-2 is not obliged to verify the accuracy of the order placed by the Purchaser or any other information presented by the Purchaser relating to the order specification. The Purchaser shall be personally liable for the aforementioned information conveyed to JBG-2.
9. JBG-2 reserves the exclusive rights to all results of its individual activity (as a result of actions undertaken independently and creatively by JBG-2), in particular, illustrations, sketches, technical documentation, catalogues, samples, and other similar documents produced by JBG-2. Making the aforementioned documents available to the third parties is strictly prohibited and they shall be returned to JBG-2 without undue delay, at any request of the latter. An exception to the above shall be the explicit and written or documentary (e-mail) consent of JBG-2.
10. An order submitted by the Purchaser to JBG-2 is not binding on JBG-2 and does not restrict JBG-2 in terms of refusing to fulfil the order.

4 Payment Terms and Prices

1. If the Parties have failed to agree otherwise separately in each order to the Subject Matter of the Contract, the prices contained in the Price List of JBG-2, in force as of the date of the order shall be applicable.
2. Unless otherwise stipulated, the prices presented by JBG-2 are expressed in the rule INCOTERMS 2020 Ex Works (named place of delivery: manufacturing plant of JBG-2) and do not include the costs of transport, packaging, storage, insurance, taxes, duties and other public charges.
3. The Purchaser is obliged to pay the price in the form of prepayment, unless a different term results from the provisions of the Contract.
4. The payment of the price shall be made in the form of a transfer to the bank account specified by JBG-2 in the invoice or in any other form agreed upon under the Contract.
5. The payment is deemed made when the financial resources are credited to the bank account of JBG-2.
6. JBG-2 reserves the right to unilaterally increase the price in case that upon the conclusion of the Contract there are objective reasons justifying an increase in the price of the Subject Matter of the Contract, which JBG-2 had no control over, such as changes in rates of tax on goods and services, etc.
7. A failure to pay the amounts due to JBG-2 under the Contract within the time limit shall entitle JBG-2 to discontinue the delivery of the Subject Matter of the Contract and to suspend the performance of the orders already accepted. The Seller may make the performance of a new order placed by the Purchaser, who is in arrears with payments or pays invoices not observing



the time limits for payments, conditional on an advance payment on account of the new order of the Purchaser or establishing indicated securement.

8. Any payments made by the Purchaser who is in arrears shall be credited first to the outstanding debts most due, interest for late payment and other incidental amounts due, and finally to the principal amount due.
9. In case of a delay in the payment of the price, JBG-2 shall be entitled to interest for delay (in case of the consumers) or interest for delay in commercial transactions (in the case of the purchasers who conduct economic activity and conclude the Contract in connection with their economic activities) for each day of delay until the date of payment of the price. JBG-2 is entitled to interest at the statutory rate, unless a different rate of interest is specified in the Contract. The obligation to pay interest shall not exclude the claim for redressing damage under general principles.
10. The lodging of claims for a Defect in the Subject Matter of the Contract does not release the Purchaser from the obligation to make payment for the Subject Matter of the Contract within the agreed period.

5 Delivery and Transport of the Subject Matter of the Contract

1. The delivery of the Subject of the Contract shall take place if the Parties have agreed on such obligation of JBG-2 under the Contract and shall be made within the period specified in the Contract.
2. The delivery date may be changed in case of: a) a suspension of the delivery for reasons attributable to the Purchaser; b) a delay of the Purchaser in payment of the price; c) a failure of the Purchaser to provide JBG-2 with the information necessary for the delivery; d) transport problems at the border (in case of international transport); e) Force Majeure. In such a case, the delivery date shall be extended by the period of an occurrence of such circumstances, taking into account the time necessary for JBG-2 to resume delivery - for which JBG-2 shall not be liable.
3. JBG-2 is not liable for the actions or omissions of the shipping company. In the event of a delay or defect in delivery, the Purchaser is obliged to address the claims in this regard directly to the shipping company, in accordance with the provisions of the shipping law.
4. The cost and risk of transport of the Subject Matter of the Contract shall be borne by the Purchaser, unless the Parties agree otherwise, the delivery shall be carried out according to INCOTERMS 2020 Ex Works rules (named place of delivery: manufacturing plant of JBG-2).
5. Risk of damage, destruction or loss of the Subject Matter of the Contract shall be transferred to the Purchaser at the time of handing over the Subject Matter of the Contract to the Purchaser by JBG-2 or handing over the Subject Matter of the Contract to the shipping company.
6. The Purchaser is obliged, promptly upon receiving the Subject Matter of the Contract, to check the conformity of the delivered Subject Matter of the Contract with the order. The Purchaser is obliged to check in particular: the condition of the shipment, as well as the quality, quantity and



assortment of the delivered Subject Matter of the Contract, and promptly report any reservations in this regard to the shipping company and JBG-2, drawing up a protocol of inconsistencies with a representative of the shipping company. JBG-2 reserves the right to inspect the reported damage at the place of receipt of the Subject Matter of the Contract by the Purchaser, in a situation where claims are raised that JBG-2 is responsible and liable for irregularities of the Subject Matter of the Contract.

7. In case where a quantitative shortage of the Subject Matter of the Contract, JBG-2 is obliged to promptly supplement the quantitative shortages.

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Liability

1. JBG-2 shall be liable for non-performance or improper performance of the Contract, except that such liability shall be limited to actual damage, excluding lost profits. JBG-2 is also not liable for any damage caused by an inappropriate selection of the Subject Matter of the Contract by the Purchaser, its improper use or use contrary to its purpose or operating and maintenance instructions, as well as any damage which occurrence or extent has been influenced by the condition and properties of the infrastructure within which the Subject Matter of the Contract is to be operated, including in particular those elements with which the Subject Matter of the Contract is to be connected.
2. In any case, the liability of JBG-2 for any damage not covered by the exclusion shall be limited to the actual loss of the Purchaser, in an amount not exceeding 100% of the agreed net price, with this limitation not applying to damage caused by wilful misconduct.
3. The Purchaser is liable for the applicability and consequences of the use of the Subject Matter of the Contract delivered by JBG-2 in certain construction solutions of the Purchaser, even if JBG-2 has been involved as an advisor or consultant in the preparation of the construction and final appearance of the Subject Matter of the Contract.
4. JBG-2 shall not be liable towards the Purchaser for defects in things or activities performed by the Purchaser using the Subject Matter of the Contract delivered by JBG-2.

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Warranty and Statutory Warranty

1. Any provisions governing the liability of JBG-2 towards the Purchaser under the Warranty are governed by the GWC, available to familiarize at www.jbght.com.
2. The liability of JBG-2 under the warranty for physical and legal defects of the Subject Matter of the Contract is excluded. This exclusion shall not apply to a Contract concluded with a Consumer, in case whom liability for physical and legal defects of the Subject of the Contract on the part of JBG-2 shall be governed by the Civil Code under general principles.



Force Majeure

1. JBG-2 shall not be liable in case of a failure to perform its obligations under the Contract if this has been due to causes beyond its control, which could not have been foreseen at the time of concluding the Contract and which could not have been avoided due to an occurrence of Force Majeure.
2. The occurrence of Force Majeure shall entitle JBG-2 to suspend further performance of the Contract for the duration of Force Majeure, and in case of a prolonged and arduous nature of Force Majeure, to withdraw from further performance of the Contract.
3. In case where JBG-2 takes a decision within the scope of section 2, the Purchaser shall not be entitled to claims for damages due to an occurrence of damage or lost profits.

Reservation of the Ownership Right

JBG-2 reserves the ownership right to the Subject Matter of the Contract ordered by the Purchaser until the latter has paid the Contract price in full.

Assignment

A transfer of the debts of the Purchaser towards JBG-2 is only permitted with a prior written consent of the latter.

Special Rights of the Consumers

1. The provisions of this section are of the specific nature and are applicable only to the Contract concluded with the Consumer.
2. The Consumer who has concluded the off-premises or distance contract within the meaning of the Act of 30 May 2014 on consumer rights has the right to withdraw from the Contract within 14 days without giving any reason.
3. The time limit for withdrawal from the Contract shall expire upon 14 days from the date of delivery of the Subject Matter of the Contract to the Consumer.
4. For the purpose of exercising the right of withdrawal, the Consumer is obliged to inform JBG-2 of his/her decision to withdraw from the Contract by an unequivocal statement (for example a letter sent by post, fax or e-mail).
5. In order to perform the actions described in section 4, the Consumer may use the model withdrawal form included in the Appendix No. 2 to the Act on consumer rights, but it is not mandatory.



6. In order to meet the time limit for withdrawal from the Contract, it is sufficient for the Consumer to send information on exercising the right of withdrawal from the Contract vested in the latter prior to the expiry of the time limit for withdrawal from the Contract.
7. In case of withdrawal from the Contract, JBG-2 shall reimburse to the Consumer all payments received from the latter, including the costs of delivery of the item (with the exception of additional costs resulting from the choice of a method of delivery, made by the Consumer, other than the cheapest usual method of delivery offered by JBG-2), promptly and in any case no later than 14 days from the date on which JBG-2 is informed about the decision to exercise the right of withdrawal. The reimbursement shall be made using the same means of payment used by the Consumer in the original transaction, unless the Consumer expressly agrees otherwise; in any case, the Consumer shall not incur any charges in connection with the reimbursement.
8. Additional information on the rights and obligations of the Consumer can be found on the Office of Competition and Consumer Protection (OCCP) website at: <https://prawakonsumenta.uokik.gov.pl/>.
9. Starting from January 1, 2021 the following provision shall apply to these GSC: Provisions concerning the Consumer set forth in point 11 shall apply accordingly to sole proprietor who has executed the Contract connected with its business, when from the Contract's content results that the Contract is not related to occupational status of sole proprietor, confirmed in particular by the object of its business activity, published by virtue of Central Register of Information about Sole Proprietorship Act.

12 Protection of personal data

While pursuing to observe the standards contained in Article 13 sections 1 and 2 of the General Data Protection Regulation 2016/679 ("GDPR") JBG-2 informs the Purchaser that:

- 1) the controller of the personal data is JBG-2 sp. z o.o. with its registered office in Warszowice (43-254), 5 Gajowa Street, registered in the Register of Entrepreneurs of the National Court Register in the Regional Court in Gliwice, 10th Commercial Division of the National Court Register, KRS number: 66339, Tax Identification Number (NIP): 6342383421, share capital PLN 2,300,000.00.
- 2) personal data shall be processed for the purpose of the proper implementation of the Contract (such as ensuring contact with persons acting on behalf of the other contractual party, delivery, establishment, investigation or defence against claims, data archiving, accounting settlements), i.e., on the basis of Article 6 section 1 (b), (c) and (f) of the GDPR.
- 3) data may also be processed for the purposes of direct marketing of the Subject Matter of the Contract by the controller to the potential and existing customers, which constitutes a legitimate interest pursued by the controller, i.e., pursuant to Article 6 section 1) (f) of the GDPR. In such a situation, the Data Subject shall be entitled to object to further processing of the data for this purpose to the controller, which shall result in the cessation of further data processing for the aforementioned purpose.



- 4) data may also be processed on the basis of the consent expressed by the data subject in an explicit form or by means of an implicit consent of the data subject expressed by a specific action. Each time the purpose of the processing based on the consent given by data subject shall be communicated by the controller before processing begins. In such a situation, the data subject shall be entitled to withdraw the consent at any time, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal
- 5) The recipients of the personal data shall be:
 - service providers who deliver the controller with technical and organisational solutions to manage the organization of the controller (in particular courier and postal companies, IT service providers);
 - providers of legal and advisory services, as well as those supporting the controller in claiming damages;
 - subcontractors of services commissioned to the controller under the Contract;
 - other entities providing services to the controller or entities to which the controller entrusted data processing on the basis of a separate data processing agreement.
- 6) Personal data may be transferred to a third country, outside the EEA (Sri Lanka) for the purposes of servicing the IT system managed by the controller. In this regard, a proper level of protection has not been established by the European Commission by way of a decision, but the data shall nevertheless be adequately protected by means of standard data protection clauses adopted by the European Commission.
- 7) personal data shall be stored for the period necessary for the performance of the Contract and, upon its termination or expiration, for the period of limitation of claims, according to the applicable law.
- 8) the data subject shall have in particular circumstances determined by the legal grounds the right of access to the data concerning him/her, as well as the right to rectification, the right to erasure, the right to data portability, the right to restriction of processing, the right to object. More information concerning rights you may find in privacy policy available at: <https://jbght.pl/polityka-prywatnosci.html>.
- 9) the data subject shall have the right to lodge a complaint with the President of the Personal Data Protection Office (UODO), if he/she considers that the processing of personal data by JBG-2 concerning the data subject infringes the provisions on personal data protection.
- 10) providing personal data is a contractual condition. Data is provided on a voluntary basis, but it is necessary to achieve the intended purpose.
- 11) the source of the data is the contract referred to in item 2 and direct actions taken by the Purchaser.
- 12) The controller has appointed a Data Protection Inspector, who can be contacted at the address of the registered office of the controller or by e-mail at: iod@jbg2.com. The Data Subject wishing to exercise his/her rights should address his/her requests to the contact details of the Data Protection Officer or by postal mail send on registered office address: ul. Gajowa 5, 43-254 Warszowice, with indication: "to notice of Data Protection Officer".



Final Provisions

1. JBG-2 reserves the right to put on sale the Subject Matter of the Contract with the introduced structural and technical changes that fail to affect the usability of the previously purchased Subject Matter of the Contract.
2. The governing law in respect of the Contract, the GSC and the GWC shall be the Polish law.
3. Any disputes arising between the Parties shall be settled according to the Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980.
4. The disputes shall be settled in accordance with the rules of arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with those rules and the ICC Rules of Arbitration. At the same time, the Parties shall indicate the city of Katowice as the place of arbitration and agree that the arbitration proceeding shall be conducted in English.
5. Invalidity or ineffectiveness of some provisions of the GSC fails to affect the validity or effectiveness of the remaining provisions.
6. JBG-2 reserves its right to amend these GSC at any time, on its discretionary, unilateral decision. The amended GSC shall apply within date indicated by JBG-2 or in case of no indication by JBG-2 of entering into the force date, on date of GSC publication on JBG-2 website.
7. The Purchaser is not permitted, without the consent of JBG-2, provide knowledge and information obtained as a result of commercial contacts with JBG-2 to the third parties in matters covered by the trade or business secret.
8. The Purchaser shall not, during the term of the Contract and upon its termination, disseminate, disclose or use also such information which is not a trade secret of JBG-2, but the dissemination, disclosure or use of which could in any way harm the reputation or otherwise cause damage to JBG-2.

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