

GENERAL TERMS AND CONDITIONS OF SALE

Seller	Hleb Kouhan, sole trader operating under the business name Hleb Kouhan Hydraulikraft, entered in the Polish Central Register and Information on Economic Activity (CEIDG)
VAT ID	PL7792553906
REGON	525108509
EORI	PL779255390600000
Registered office	ul. Klaudyny Potockiej 25, 60-211 Poznań, Poland
Address for returns, complaints and personal collection	ul. Parkowa 17B, 63-100 Błociszewo, Poland
E-mail	info@przem24.pl
Phone	+48 791 275 312
Online stores	przem24.pl, przem24.com

These GTC apply exclusively to contracts concluded in connection with the Buyer's business activity and having a professional character for the Buyer.

§ 1. General provisions

1. These General Terms and Conditions of Sale (the "GTC") set out the rules for the sale of goods, parts, hydraulic components and industrial electronics, as well as related services, by the Seller to entrepreneurs purchasing for professional purposes (the "Buyer").
2. The GTC form an integral part of quotations, order confirmations, invoices and contracts, provided they were made available to the Buyer before conclusion of the contract. Publication of the GTC in the Seller's online store and placement of an order after they have been made available constitute acceptance of the GTC.
3. The GTC do not apply to consumers, nor to natural persons conducting business activity where the contract does not have a professional character for them. In such cases the Store Regulations and mandatory provisions of law apply.
4. For sales concluded via external marketplace platforms, the regulations of those platforms apply in the first instance, and the GTC apply to the extent that they are not inconsistent with them.
5. By placing an order, the Buyer declares that it purchases the goods in connection with its business or professional activity and that the purchase has a professional character for it, resulting in particular from the subject matter of the business activity performed. The Seller is entitled to verify this declaration on the basis of public company registers.
6. Deviating purchasing terms of the Buyer, including its standard contract forms, general conditions of purchase or provisions contained in the order, bind the Seller only upon express acceptance in writing or by e-mail by the Seller. Silence does not constitute acceptance.

§ 2. Quotations, documentation and conclusion of the contract

1. Commercial information, product descriptions and photographs in the online store, catalogues, drawings, product sheets and price lists do not constitute an offer within the meaning of the Polish Civil Code, but an invitation to conclude a contract pursuant to Article 71 of the Polish Civil Code, unless expressly stated otherwise.
2. An individual quotation of the Seller is valid for the period stated therein. If no period is stated, the quotation may be withdrawn until the order is accepted by the Seller.
3. The contract is concluded upon written or electronic confirmation of the order by the Seller, or upon the Seller commencing performance. An automatic confirmation of order placement in the online store or a confirmation of receipt of a message does not constitute acceptance of the order.
4. The Seller may refuse to accept an order, in particular in the event of unavailability of the goods, an obvious error in price, description or parameters, doubts as to the Buyer's status, or existing overdue debt of the Buyer. Such refusal does not give rise to any claims for damages on the part of the Buyer.
5. Any amendment or cancellation of a confirmed order requires the Seller's consent. The Buyer shall cover the documented costs incurred up to the moment the amendment is accepted, in particular for goods procured, reconditioned, manufactured or configured to order.
6. Design and technical modifications introduced by the manufacturer are permissible provided they do not materially affect the agreed functionality of the product, including replacement of a part number with its successor.

§ 3. Used, ex-auction and untested goods

1. A significant part of the Seller's product range originates from dismantling, asset liquidation, industrial auctions, stock surpluses or the secondary market. Such goods are designated in the offer as used, ex-display, post-repair, reconditioned, untested or damaged.
2. The condition of the goods is defined solely by the offer description together with the attached photographic documentation. The photographs show the actual item being sold, unless expressly stated to be illustrative only.
3. Used goods may show traces of operation and storage, surface corrosion, discoloration, paint loss, packaging damage, and may lack original documentation, seals and accessories, unless these are expressly listed in the description. These circumstances do not constitute a defect of the goods.
4. Goods described as untested, sold without testing, sold as damaged or sold for parts are supplied without any assurance of functionality, completeness or fitness for any purpose whatsoever, and their price reflects this risk.
5. Verification of the functionality of used goods is performed solely within the scope and in the manner expressly described in the offer, in particular as a pressure test, a performance test or a power-up test. The test result relates to the condition on the date of testing and exclusively to the parameters tested.
6. Manufacturer designations, part numbers and serial numbers are provided solely to identify the application of the goods. The Seller is not an authorised distributor or representative of the manufacturers, unless expressly stated otherwise.
7. Used and reconditioned goods are not covered by any manufacturer's warranty.

§ 4. Product selection and technical information

1. The Buyer is responsible for providing complete and correct data regarding the application, operating conditions, required parameters, direction of rotation, displacement, working pressures, supply voltages, ports, shafts, operating environment, compatibility and method of installation.
2. Product selection made by the Seller on the basis of incomplete, incorrect or outdated data provided by the Buyer does not constitute an assurance of the product's fitness for a specific application.

3. Where the Seller has expressly confirmed a product selection on the basis of complete technical data supplied by the Buyer, the Seller is liable for the conformity of that selection with those data, within the limits set out in these GTC.
4. Any indication of a substitute, equivalent or replacement number is for information purposes only. Final verification of the compatibility of a substitute with the application rests with the Buyer.
5. Installation, commissioning, programming, configuration, pressure setting and operation must be carried out by appropriately qualified persons, in accordance with the manufacturer's documentation, safety regulations and technical best practice. Prior to commissioning, the Buyer shall ensure cleanliness of the system, the proper filtration class and the proper type and level of oil.

§ 5. Prices and payment

1. Prices are net prices and shall be increased by VAT at the applicable rate, unless a gross price is expressly indicated.
2. Prices may be expressed in Polish zloty (PLN) or in a foreign currency, in particular in euro (EUR), US dollars (USD) or pounds sterling (GBP). The currency indicated in the quotation, order confirmation or invoice is binding.
3. Where the price has been expressed in a foreign currency and settlement is made in Polish zloty, conversion is made at the mid exchange rate of the relevant currency published by the National Bank of Poland (table A) on the last business day preceding the invoice date, unless the parties have expressly agreed a different rate or a different conversion date.
4. If the rate referred to in paragraph 3 was not published on the relevant day, the last rate published before that day shall apply. Any exchange rate stated in a quotation is indicative, unless the Seller has expressly confirmed a fixed rate.
5. Costs of transport, shipment insurance, special packaging, pallets, customs clearance, installation, commissioning and other additional services are borne by the Buyer, unless agreed otherwise.
6. All bank charges, correspondent bank commissions and currency conversion costs are borne by the Buyer. The amount credited to the Seller's account must correspond to the amount stated on the invoice.
7. The standard method of payment is prepayment in full. Deferred payment terms require a separate agreement and may be withdrawn at any time with effect for the future.
8. The payment term results from the invoice or order confirmation. The date of payment is the date on which the Seller's bank account is credited.
9. In the event of delay, the Seller may charge statutory interest for delay in commercial transactions and claim compensation for debt recovery costs on statutory terms.
10. Delay in payment entitles the Seller to withhold further deliveries, suspend performance of other orders or make them conditional upon prepayment, without liability for any resulting postponement of deadlines.
11. Set-off by the Buyer of its receivables against amounts due to the Seller requires the Seller's prior written consent, unless the Buyer's receivable is undisputed or established by a final court judgment.

§ 6. Intra-Community supplies and export

1. Application of the 0 percent VAT rate to an intra-Community supply of goods is conditional upon the Buyer providing a valid EU VAT number verified in the VIES system and upon the Seller obtaining documents confirming the removal of the goods from the territory of Poland.
2. The Buyer shall promptly provide the Seller with confirmation of receipt of the goods in another Member State where transport is arranged by the Buyer or by a party acting on its behalf.
3. If the conditions for the 0 percent rate are not met, or the documents are not delivered within the period required by law, the Seller is entitled to issue a corrective invoice applying the domestic VAT rate, and the Buyer shall pay the resulting difference within 7 days.

4. In the case of export outside the customs territory of the European Union, all duties, import taxes, administrative fees and clearance costs in the country of destination are borne by the Buyer.
5. The Buyer declares that it will not use the purchased goods for applications or supply them to recipients subject to sanctions or export restrictions of the European Union, the United States or the United Nations, nor re-export them in breach of such restrictions.

§ 7. Delivery, transport and passing of risk

1. The delivery date is an estimate, unless expressly confirmed as binding. The period commences once all technical and commercial details have been agreed and the required prepayment has been received.
2. The Seller may make partial deliveries, provided this does not prejudice a material interest of the Buyer.
3. Unless agreed otherwise, delivery is made on FCA Seller's warehouse, ul. Parkowa 17B, 63-100 Błociszewo terms (Incoterms 2020). Arrangement of carriage by the Seller on the Buyer's instruction and at the Buyer's cost does not alter the rule on passing of risk.
4. The risk of accidental loss of or damage to the goods passes to the Buyer upon release of the goods to the Buyer or to the carrier, in accordance with Articles 544 and 548 of the Polish Civil Code.
5. Shipments are covered by the carrier's basic liability under its own terms of carriage. Where the value of the goods exceeds EUR 500 net or the equivalent thereof, insurance of the shipment for its full value is mandatory and its cost is borne by the Buyer. Waiver of insurance above this threshold requires an express declaration by the Buyer and is made at the Buyer's sole risk.
6. Upon receipt, the Buyer shall inspect the condition of the shipment, the number of packages and any visible damage. Visible damage must be recorded in the carrier's damage report at the moment of receipt. Damage not visible at the moment of receipt must be reported to the carrier and to the Seller within 7 days of receipt, in accordance with Article 76 of the Polish Transport Law. A report to the Seller must include photographs of the outer packaging, the internal padding and the goods.
7. Where carriage was arranged by the Seller, the Seller shall conduct the claim procedure against the carrier and, following a positive outcome, shall pass on to the Buyer the compensation obtained or replace the goods. This is conditional upon the Buyer fulfilling the obligations set out in paragraph 6. Failure to fulfil those obligations, preventing the pursuit of claims against the carrier, releases the Seller from liability.
8. If the Buyer delays collection, the Seller may charge reasonable storage and additional transport costs and, after an unsuccessful demand, withdraw from the contract.

§ 8. Retention of title

1. Title to the goods passes to the Buyer only upon payment of the full price and of all amounts due in connection with the given delivery.
2. Until title passes, the Buyer shall store the goods in a manner allowing their identification, shall not encumber them with third-party rights, and shall inform the Seller of any seizure or third-party claims.
3. The Buyer is entitled to resell the goods in the ordinary course of business. In such case the Buyer assigns to the Seller its receivable against its own purchaser, up to the amount of the outstanding balance.

§ 9. Inspection of goods and notification periods

1. The Buyer is obliged to examine the goods immediately upon receipt, in the manner customary for goods of that type, including verification of part numbers and serial numbers before installation.

2. Transport damage visible upon receipt must be reported within 3 business days of receipt, together with the carrier's damage report.
3. Quantity shortages and incorrect items must be reported within 7 business days of receipt.
4. Defects which could not have been detected upon receipt must be reported immediately after they come to light, and no later than within 14 days from the date of discovery.
5. Notifications are to be sent to info@przem24.pl together with photographic documentation, the invoice number and the serial number of the goods.
6. Failure to comply with the obligations and periods set out above results in loss of rights under statutory warranty for defects pursuant to Article 563 of the Polish Civil Code, and of rights under any commercial guarantee granted.

§ 10. Statutory warranty, commercial guarantee and complaints

1. Pursuant to Article 558 § 1 of the Polish Civil Code, the Seller's liability under the statutory warranty for physical and legal defects of the goods (rękojmia) is excluded to the fullest extent permitted by law. This exclusion is ineffective if the Seller fraudulently concealed a defect.
2. A commercial guarantee is granted only where its duration and scope have been expressly stated on the invoice, in the order confirmation or in a separate statement of the Seller, or where they result from a manufacturer's guarantee document. Absence of such a statement means the goods are sold without a guarantee.
3. A guarantee granted by the Seller covers exclusively defects affecting the declared functionality, which come to light and are reported within the guarantee period, and is limited, at the Seller's discretion, to repair, replacement with goods of similar parameters, or refund of the net price.
4. The guarantee lapses in the event of interference with the goods, removal or damage to seals and identification markings, installation by unqualified persons, operation outside rated parameters, contamination of the oil or the system, overloading, voltage surge, cavitation, operation without oil fill, and mechanical damage.
5. The Seller's assistance in contacting the manufacturer, acceptance of goods for inspection, forwarding them to a service centre or provision of a replacement product does not constitute acknowledgement of the complaint, of liability, or of any cost claims of the Buyer.
6. A complaint must contain at least the invoice or order number, the product designation and serial number, a precise description of the symptoms, the date the fault came to light, a description of the application and operating conditions, the connection diagram, pressure or supply values and, where possible, photographs, recordings and diagnostic readouts.
7. The Buyer shall enable inspection and deliver the goods subject to complaint to ul. Parkowa 17B, 63-100 Błociszewo, Poland, in a condition allowing assessment of the cause of the fault. The goods should be clean, drained of oil, complete and secured for transport. The cost of delivering the goods to the Seller is borne by the Buyer.
8. Without the Seller's prior confirmation of liability, the Buyer is not entitled to charge the Seller with costs of removal, installation, travel, expert opinions, express transport, replacement purchase, staff time, downtime, oil replacement or any other costs. Incurring a cost unilaterally does not constitute its acceptance by the Seller.
9. If an expert examination establishes that the fault is not covered by the guarantee, or results in particular from incorrect selection, installation, connection, voltage surge, overload, contamination of the working medium, interference, operational wear, moisture, mechanical damage or operation outside rated parameters, the Buyer shall cover the reasonable costs of diagnostics, transport and service handling, of which it shall be informed in advance.
10. The time required to process a complaint depends on the nature of the product, the need for testing and the procedure of the manufacturer or guarantor. The Seller shall process the notification without undue delay. Absence of a reply within any given period does not constitute acknowledgement of the complaint.
11. Replacement goods may be provided solely on the basis of a separate arrangement and subject to availability.

12. Annex 1 to these GTC additionally applies to pumps, hydraulic motors and other hydraulic components. Failure to comply with the obligations described in Annex 1, or absence of the documentation required therein, makes it impossible to open the complaint procedure.
13. The method and conditions of shipping goods subject to complaint require prior arrangement with the Seller. Unarranged shipments may be refused.

§ 11. Service, repair and reconditioning

1. Diagnostics, repair, reconditioning and testing are performed on the basis of a separate order from the Buyer, following acceptance of a cost estimate.
2. If the actual extent of damage revealed after disassembly exceeds the scope of the estimate, the Seller shall suspend work and submit a revised quotation. Failure to accept it entitles the Seller to charge the costs of the diagnostics and disassembly already performed.
3. The Seller may decline to carry out a repair where the technical condition of the component, the unavailability of spare parts or the absence of documentation prevent its proper execution. In such case the Buyer shall cover the costs of diagnostics.
4. Components removed and replaced in the course of a repair become the property of the Seller, unless the Buyer has reserved their return in the order.
5. If the Buyer fails to collect entrusted goods within 30 days of notification that work has been completed or that the repair has been declined, the Seller may charge storage costs.

§ 12. Liability of the Seller

1. Subject to mandatory provisions of law, the Seller is liable solely for actual, normal and direct damage resulting from non-performance or improper performance of the contract for reasons attributable to the Seller.
2. The Seller is not liable for lost profits or indirect damage, in particular for loss of production, downtime, loss of orders, contracts, data or reputation, staff costs, penalties payable to third parties, or costs of substitute production.
3. The Seller's aggregate liability arising from a single event or a series of connected events is limited to the net value of the goods to which the claim relates.
4. The limitations set out in paragraphs 2 and 3 do not apply to damage caused intentionally, nor to the extent that liability cannot be excluded or limited under mandatory provisions of law.
5. The Seller is not liable for the consequences of using the product contrary to its documentation, technical best practice, intended purpose or safety requirements, nor for the consequences of modifications made without the manufacturer's consent.
6. The Seller is not liable for the admission of the goods to operation within the Buyer's machinery, including compliance with conformity assessment requirements applicable to the machine into which the goods are incorporated.

§ 13. Returns

1. The Buyer has no statutory right to withdraw from the contract without stating a reason.
2. Return of goods in perfect condition is possible only on individually agreed terms, subject to the Seller's prior consent given in writing or by e-mail. The consent shall specify the return period and the method of settlement.
3. Where consent to a return is given, the Seller may deduct a handling fee of 15 percent of the net value of the returned goods, unless the Seller waives it.

4. Goods procured, manufactured, cut, programmed, configured, reconditioned or ordered specifically for the Buyer are not returnable, nor are products with opened packaging or showing traces of installation, contact with oil or use.
5. The cost of return transport is borne by the Buyer. Refund of the price is made following verification of the condition of the goods at the Seller's warehouse.

§ 14. Force majeure

1. The Seller is not liable for non-performance or delay caused by events beyond its reasonable control, in particular natural disasters, fire, war, infrastructure failures, cyberattacks, epidemics, strikes, administrative restrictions, sanctions, shortages of raw materials, transport disruptions or delays of manufacturers and suppliers.
2. The performance period is extended by the duration of the impediment and its effects. If the impediment lasts longer than 60 days, either party may withdraw from the unperformed part of the order without any obligation to compensate for damage on that account.

§ 15. Confidentiality and intellectual property

1. Documentation, calculations, drawings, diagrams, photographs and materials prepared by the Seller remain the property of the Seller or of authorised parties and may not be used beyond the purpose for which they were provided, nor disclosed to third parties without consent.
2. The parties shall keep confidential any technical and commercial information marked as confidential or whose confidential character follows from the circumstances.

§ 16. Personal data

1. The controller of personal data of persons representing the Buyer and of contact persons is the Seller. The data are processed for the purpose of concluding and performing the contract, fulfilling tax and customs obligations, and establishing, pursuing or defending claims.
2. Detailed information is set out in the Privacy Policy available in the Seller's online store.

§ 17. Final provisions

1. Contracts are governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. Pursuant to Article 46 of the Polish Code of Civil Procedure, the parties submit disputes arising from the contract to the District Court Poznań-Stare Miasto in Poznań or the Regional Court in Poznań, depending on the value of the subject matter of the dispute.
3. The binding version of these GTC is the Polish language version. Translations are for information purposes only.
4. The invalidity or ineffectiveness of any provision does not affect the validity of the remaining provisions. The parties shall replace such provision with a lawful solution that most closely reflects its economic purpose.
5. The Seller may amend these GTC. The version made available to the Buyer before conclusion of the contract applies to the given order.
6. These GTC are effective as of 20 August 2026.

Annex 1 to the GTC. Warranty conditions for hydraulic pumps and motors

A. Mandatory actions before installation

1. Check the direction of shaft rotation before installation and compare it with the marking on the unit.
2. Measure the pressure in the hydraulic system before removing the old unit and after installing the new one, then set it in accordance with the machine manufacturer's specification.
3. Thoroughly flush the hydraulic system, including the reservoir and the suction and pressure lines.
4. Replace all filters and refill the system with clean oil meeting the machine manufacturer's specification. Use of oil not meeting the manufacturer's specification voids the guarantee.
5. Before start-up, remove the filler plug and fill the pump or motor housing with oil. Starting the unit without an oil fill voids the guarantee immediately.
6. Carry out start-up at reduced pressure, increasing it gradually to the working value specified for the machine.
7. The rotational speed of the unit must not exceed the rated value stated by the manufacturer.
8. Excessive axial and radial loading of the shaft is not permitted.
9. The unit may be used exclusively for its intended purpose.

Failure to perform the above actions voids the guarantee.

B. Documentation required for a warranty claim

1. Date of installation of the unit.
2. Name of the person or service workshop that performed the installation and replacement.
3. Copy of the purchase invoice for the hydraulic oil and the filters used during the replacement.
4. Photograph of the pressure gauge or display showing the working pressure of the system measured during replacement of the pump or motor. This is a mandatory condition.
5. The documents and data listed in § 10 paragraph 6 of the GTC.

Absence of any of the above makes it impossible to open the complaint procedure and results in rejection of the claim.