

2 TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

1. GENERAL PROVISIONS

1. Whenever capitalised terms are used in this document, they shall be understood to have the meanings assigned to them in the definitions set out in Chapter 2 below.
2. This document governs the rights and obligations of the Service Provider and Users, as well as the rules for placing Orders and concluding Sales Agreements in Online Stores.
3. By using the Website, the User acknowledges that they have read the Terms and Conditions, agree to their provisions and undertake to comply with them.
4. The current Terms and Conditions are available on the Website in PDF format. The User may access, view and save the content of the Terms and Conditions via the internet on a device capable of accessing the internet.
5. In all matters relating to the Terms and Conditions and the provision of Services, the User may contact the Service Provider via:

a. email at: eshop@vtsgroup.com ;

b. in writing to the Service Provider's postal address, as indicated in Section 2 below.

2. DEFINITIONS

Terms appearing in this document with a capital letter shall have the following definitions:

Service Provider: VTS sp. z o.o. with its registered office in Gdańsk, at Al. Grunwaldzka 472A (postcode: 80-309), entered in the National Court Register maintained by the District Court for Gdańsk – North in Gdańsk, 7th Commercial Division of the National Court Register under KRS number 0000239557, with share capital of PLN 150,000, and tax identification number (NIP): 5871599675.

User: any person using the Website.

Website: the website made available by the Service Provider for use via a web browser, accessible on the Internet at <https://eshop.vtsgroup.com>, <https://eshopahu.vtsgroup.com> and <https://eshopahupl.vtsgroup.com> enabling the use of the Services, including access to the Online Shops.

Services: all Website functionalities made available to the User by the Service Provider, in particular the services described in Chapter 3 of the Terms and Conditions, constituting services provided electronically within the meaning of the provisions of the Act of 18 July 2002 on the provision of electronic services. The Services consist of Basic Services and Additional Services.

Basic Services: Services available to all Users.

Additional Services: Services available to Users who have registered an Account and are logged into their Account.

Account: A service whereby the Service Provider assigns a set of rights to the User following their registration on the Website.

Online shops: Website features enabling the User to browse the range of Products, place Orders and conclude Sales Agreements between the Buyer and the Seller.

Product: an item together with its components, a digital product or a service with the parameters specified in the description in the current range of the Online Shop, marked with a price and capable of being the subject of a Sales Agreement.

Buyer: A User who has placed an Order. The Buyer must hold a VAT number.

Seller: The Service Provider or VTS Plant sp. z o.o., with its registered office in Gdańsk at Al. Grunwaldzka 472A (postcode: 80-309), entered in the National Court Register maintained by the District Court for Gdańsk – North in Gdańsk, 7th Commercial Division of the National Court Register under KRS number 0000144190, with share capital: PLN 1,573,500, and tax identification number (NIP): 8441766497.

Sales Agreement: a sales agreement within the meaning of the Civil Code, concluded remotely between the Buyer and the Seller specified in the Order, the content of which consists of the Order, the Order confirmation and the Terms and Conditions.

Order: an offer submitted by the User to the Seller indicated in the Order, constituting a declaration of intent to conclude a Sales Agreement concerning a specific type and quantity of Products.

Delivery Countries: countries to which, for logistical and legal reasons (in particular due to national or European sanctions), physical delivery of the Products is possible, including, for example: Poland, the United Kingdom, Ireland, the Czech Republic, Slovakia, Germany, Spain, the Netherlands, France, Sweden, Denmark, Austria, Belgium, Italy, Bulgaria, Romania, Hungary, Croatia, Slovenia, Lithuania, Latvia, Estonia, Luxembourg, Norway (exclusively in the European part of these countries, i.e. excluding overseas territories, etc.)

Selection Tool: a feature available on the Website enabling Users to make an initial selection of certain Products based on relevant data entered by Users.

Filter Search: a feature of the Website enabling Users to make a preliminary selection of certain Products based on relevant data entered by Users.

Personal Data: information entered by the User, collected by the Service Provider in the course of using the Website, constituting personal data within the meaning of Regulation (EU) (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Privacy Policy: a document available on the Website at https://vtsgroup.com/files/document-files/3933/VTS_Polityka_Prywatnosci_spolek_grupy_PL.pdf.

Technical Break: a temporary suspension of the functionality of the Website in whole or in part, related to a failure of the Website, including its servers, or related to the need for maintenance of those servers or the modernisation or redevelopment of the Website, during which it is not possible to use all or selected Services.

Terms and Conditions: these Terms and Conditions, made available to the User in accordance with Section 1(4) above.

Device: an electronic device enabling access to the Website, in particular a personal computer (PC), laptop, Mac, smartphone, tablet or other mobile device, operating on an operating system that allows the use of a web browser and has access to the Internet.

3.SERVICES

1.The Service Provider does not direct the Services to consumers within the meaning of Article 22¹ of the Civil Code, nor to natural persons entering into a contract directly related to their business activity, where the content of that contract indicates that it is not of a professional nature for those persons, arising in particular from the nature of their business activity, as disclosed under the provisions on the Central Register and Information on Economic Activity.

2.The Service Provider provides Services within the territory of the European Union, although physical deliveries of Products under Sales Agreements are carried out exclusively within the territory of the Delivery Countries.

3.The following Services, in particular, are available via the Website:

3.1.Basic Services:

a.the ability to create an Account;

b.access to materials provided by the Service Provider (informational and promotional materials relating to the Products);

c.the ability to use the Selection Tool by entering the data specified in the form;

d.the ability to use the Filter Search;

e.access to the Service Provider's contact details;

f.placing Orders in Online Shops and concluding a Sales Agreement.

3.2.Additional Services:

a.maintaining an Account and the ability to log in to the Account;

b.the ability to change your Account password;

c.managing consents for marketing communications.

4.TERMS OF USE

Technical requirements

1.The User must meet the following technical requirements to use the Website fully and correctly:

a.use of a Device with internet access, running on operating systems such as Windows, macOS, Chrome OS, Linux, iOS, Android, as well as other operating systems enabling full access to web browser functionality;

b.use of the latest version of a web browser: Google Chrome, Mozilla Firefox, Safari, Opera, Microsoft Edge.

Use of the Services

2.Commencing use of the Website, including the use of any Basic Service available within it, constitutes the conclusion by the User of a contract with the Service Provider for the provision of Basic Services on the terms set out in the Terms and Conditions and acceptance of its provisions.

3.Use of the Website is voluntary and may be terminated by the User at any time by ceasing to use its functionality.

4.The contract for the provision of Basic Services is concluded for the duration of the use of the Website and the Basic Services available within it. This contract expires upon the User ceasing to use the Website.

5.The Agreement for the Provision of Additional Services is concluded with the User in accordance with paragraphs 9–14 below.

6.The Service Provider reserves the right to cease providing the Services available on the Website at any time, without the need to notify Users in advance, provided this does not infringe upon the acquired rights of Users.

7.The User is obliged to use the Services in a manner consistent with their intended purpose, these Terms and Conditions, and applicable law. In particular, the following is prohibited:

a.providing unlawful content;

b.modifying, circumventing, removing or attempting to circumvent any technical safeguards implemented on the Website to protect intellectual property rights, data integrity or system security;

c.any reverse engineering, including decompilation, disassembly, reconstruction of source code, or analysis of the structure or operational logic of the software comprising the Services. It is also prohibited to translate, adapt, rearrange, modify, alter the source code or make any other interference with the software comprising the Services;

d.adding, removing or modifying the functionality or effects of the software comprising the Services by falsifying or interfering with instructions or data during its operation. This prohibition also applies to the use and public distribution of software or methods designed for such purposes;

e.using the software comprising the Services for activities that may threaten the security of networks, IT systems or data;

f.the use of the Services by consumers within the meaning of Article 22¹ of the Civil Code, or by natural persons entering into a contract directly related to their business activities, where the content of such a contract indicates that it is not of a professional nature for those persons, arising in particular from the nature of their business activity, as disclosed under the provisions on the Central Register and Information on Economic Activity.

8.The Website and the software comprising the Services are subject to the Service Provider's copyright.

Registration and Account Creation

9.To use the Additional Services, the User must complete the following steps:

a.register on the Website by creating an Account;

b.log in to the Account.

10.An Account is created by completing the registration form, reading the Terms and Conditions and Privacy Policy, and accepting the Terms and Conditions and Privacy Policy.

11.The registration form requires the following details: first name and surname, an email address and a telephone number, and a declaration that the User is not a consumer within the meaning of Article 22¹ of the Civil Code, nor a natural person entering into a contract directly related to their business activity, where the content of that contract indicates that it is not of a professional nature for such persons, arising in particular from the subject of their business activity.

12.In the registration form, the User may also consent to receiving advertising information by email at the email address provided in the form.

13.To create an Account, you must set a password for the Account. You are obliged to keep the password securing access to the Account confidential and not to disclose it to third parties. If

the details enabling access to the Account have been compromised by third parties, the User is obliged to inform the Service Provider of this fact immediately, in order to clarify the circumstances of the compromise and to secure the Account against unauthorised use.

14.The Service Provider confirms the registration of the Account by sending the User a message to the email address provided in the registration form. Confirmation of registration is equivalent to the activation of the Account on the Website and the conclusion of a contract for the provision of Additional Services. This contract expires upon deletion of the Account.

15.The Service Provider may at any time verify the User's details provided during registration to ensure that the registration complies with the provisions of the Terms and Conditions.

16.The User is obliged to provide the Service Provider with all data truthfully and shall be liable for providing false or incorrect data.

17.Each User may register only one Account. It is not permitted for the same User to create multiple Accounts using the same details; in particular, it is not permitted to create more than one Account using the same telephone number or email address. Accounts created by a User in excess of the limit specified in the first sentence may be deleted by the Service Provider. The User will be notified of the deletion of such an Account via an email sent to the email address or telephone number used during registration.

18.The Service Provider allows the User to reset their password. The password is reset by entering a new password in the dedicated section of the Account.

5.ONLINE SHOPS

1.The information about Products contained on the Website does not constitute a commercial offer by the Seller, but an invitation to enter into a contract and to place an Order with the Seller.

2.The Seller states the net and gross prices of the Products in Polish zlotys. The prices quoted do not include the cost of transporting the Products to the location specified by the Buyer. The cost of transport depends on the method of delivery selected by the Buyer when completing the Order form.

3.The Product price displayed in the Shop before adding the Product to the basket is merely an invitation to commence negotiations and may differ from the Product price after the Product has been added to the basket. The price difference is influenced by current promotions, the terms of which are specified by the Seller on the Online Shop's pages.

Placing Orders

4.The conditions for placing an Order in the Shop by the Buyer are:

a.logging into their Account or completing the form intended for "Guests" with the details specified in that form;

b.selecting the type and quantity of Products to be ordered by adding them to the basket, and in the case of Products manufactured to specifications provided by the Buyer – also specifying those specifications;

c.completing the address form by providing:

- the Buyer's first name and surname or company name,
- the Buyer's VAT number;
- the exact delivery address within the territory of the Delivery Countries,

- d.** selecting a delivery method from those offered by the Seller;
 - e.** submitting a declaration of acceptance of the Terms and Conditions;
 - f.** clicking the “Order with obligation to pay” button,
 - g.** payment of the price for the Products and delivery costs – in accordance with clause 16 below.
- 5.** Until the Buyer clicks the “Order with obligation to pay” button, the Buyer may change their previously selected Product by deselecting the previously selected option, or may interrupt the Product purchase process and cancel the purchase of the Product.
- 6.** Clicking the “Place order with obligation to pay” button signifies:
- a.** the Buyer’s confirmation of the accuracy of the Buyer’s details provided,
 - b.** the submission to the Seller of an offer to conclude a Sales Agreement with the content specified in the Order and the Terms and Conditions.
- 7.** The Seller shall confirm receipt of the offer from the Buyer immediately by sending the Buyer an order confirmation to the email address provided by the Buyer. Subsequently, no later than within 5 days of receiving payment, the Seller shall inform the Buyer at the aforementioned email address of:
- a.** acceptance of the Order for fulfilment, thereby confirming all the terms of the concluded Sales Agreement

or

- b.** the inability to fulfil part or all of the Order for the reasons set out in the paragraph below.
- 8.** The Seller may refuse to accept or fulfil the Order in whole or in part for valid reasons, and in particular if:
- a.** the Product specified in the Order is no longer available or delivery cannot be made within the time limit specified for the Order,
 - b.** fulfilment of the Order is not possible due to a malfunction of the Online Shop’s computer system,
 - c.** The details provided by the Buyer are false, incomplete or inaccurate and, despite attempts to do so, the Seller has been unable to verify them,
 - d.** The delivery address for the Product is not within the territory of the Delivery Countries;
 - e.** The Business, being a natural person, does not have full legal capacity under the legal system of the Member State of which they are a citizen, or has not consented to the Seller processing their personal data as required by the Terms and Conditions.
- 9.** In the case referred to in paragraph 7(b) above (where it is not possible to fulfil part or all of the Order), the Buyer may cancel the part of the Order that cannot be fulfilled within the specified time limit, or cancel the entire Order by notifying the Seller via email or in writing to the Seller’s registered office address.
- 10.** In the event of the Buyer cancelling the Order in accordance with the procedure set out in the paragraph above, or if the Order cannot be fulfilled, and if the Buyer has already paid for the ordered Product in advance, the Seller shall immediately refund the price paid to the Buyer, or the relevant portion thereof, should the Order be to be fulfilled in part. The refund shall be made using the same method of payment as that used by the Buyer, unless the Parties agree

otherwise. In any event, the Buyer shall not incur any charges in connection with the refund by the Seller.

Delivery costs. Delivery and dispatch times.

11.A Product requiring physical delivery shall be delivered to the delivery address specified by the Buyer in the Order form, in the manner specified in the Order.

12.Due to the specific nature of the Products, they are delivered exclusively via specialist transport companies.

13.The cost of delivery of the Products shall be borne by the Buyer. The delivery cost is specified in the Order. This calculation takes into account the weight and dimensions of the Product as well as the delivery location.

14.The estimated delivery date for the Products is indicated in the Seller's email sent upon acceptance of the Order.

15.The Seller sends digital Products to the Buyer's email address referred to in paragraph 7 above.

Payment

16.The Seller offers the following methods of payment for the ordered Product:

a.online payment card – payment by debit or credit card via PayPal.

b.bank transfer – to the bank account number specified by the Seller in the Order confirmation.

c.by instant electronic transfer (operated by Przelewy24.pl);

d.instalment payment (operated by Przelewy24.pl).

17.The Buyer consents to the issuance and electronic transmission, to the email address provided by them, of electronic images of settlement documents, in particular such as: VAT invoices with attachments, corrective VAT invoices with attachments, and forms. This consent also authorises the Seller to issue and send electronic invoices. At the Buyer's express request and without any additional charges, the Seller shall issue and send the relevant sales documents in paper form. Once the obligation to use the National e-Invoice System (KSeF) comes into force, invoices will be issued and made available in accordance with the applicable legal provisions.

Delivery and collection of the Product

18.Deliveries are made within the territory of the Delivery Countries (exclusively in the European part of these countries, i.e. excluding overseas territories, etc.).

19.Before accepting a parcel containing the Products from the Order from the delivery company, the Buyer is obliged to check that the packaging has not been damaged in transit. In particular, attention should be paid to the condition of the tape or seals affixed to the parcel. If the packaging of the parcel shows signs of damage or if the seals (tapes) are broken, the parcel should not be accepted. The Buyer should draw up a damage report or other confirmation of the condition of the parcel in the presence of the courier delivering the parcel containing the Products from the Order and contact the Seller as soon as possible to clarify the matter. Failure to identify any discrepancies regarding the quantity or quality of the parcel upon collection may, as a rule, have a negative impact on the outcome of the Buyer's claim.

Product Complaints Procedure

20.The Parties exclude the Seller's liability towards the Buyer, who is a business, under the warranty for defects in the Products. Paragraphs 21–28 below apply to the Seller's liability for defects in the Products.

21.The Seller is obliged to deliver/hand over to the Buyer Products free from defects, with the exception of discounted substandard Products, in respect of which the placing of an Order by the Buyer is tantamount to consent to receive a substandard Product, which is subject to a discount for this reason.

22.In the event of a Product's non-conformity with the Sales Agreement, the Business Customer may submit a complaint to the Seller via:

a.if the Seller is VTS sp. z o.o. – the form available on the website: <https://vtsgroup.com/pl/step1> or in writing to the Seller's registered office address: VTS Sp. z o.o., Aleja Grunwaldzka 472 A, postcode: 80-309 Gdańsk.

b.if the Seller is VTS Plant sp. z o.o. – the form available on the website: <https://eshop.vtsgroup.com/pl/zwrot-reklamacja-wysylka> or in writing to the Seller's registered office address: VTS Plant Sp. z o.o., Aleja Grunwaldzka 472 A, postcode: 80-309 Gdańsk.

23.Upon receipt of the complaint, the Seller shall inform the Buyer whether it is necessary to deliver the Product subject to the complaint or parts thereof for the complaint to be considered, and shall provide the address to which they should be sent.

24.If the Seller informs the Buyer of the need to deliver the Product subject to the complaint, the Products subject to the complaint must be delivered to the Seller at the address indicated by the Seller within a further 14 days, together with a completed "Complaint Form" constituting Appendix 1 to the Terms and Conditions. The Seller also makes the "Complaints Form" available on its website at: <https://vtsgroup.com/pl/step1>.

25.The Seller also provides the option of sending the Product subject to complaint via a transport company sent to the Buyer at the Buyer's expense.

26.Within 14 days of receiving a complete complaint, the Seller shall respond to the complaint received from the Business and inform them of the outcome of the complaint in writing or via email.

27.The costs of sending the Product subject to complaint to the Seller shall be borne by the Buyer. If the complaint is deemed valid, the Seller shall reimburse the Buyer for the shipping costs, up to a maximum of the cost of standard delivery.

28.If the complaint is deemed valid, the Seller shall immediately replace the damaged Product with a new one and deliver it to the Buyer at the address specified by the Buyer.

6. PERSONAL DATA

The Service Provider is the Data Controller for the Personal Data of Website Users. Information regarding the processing of Personal Data is available in the Privacy Policy.

7. SERVICE PROVIDER'S LIABILITY

1.The Service Provider undertakes to ensure the highest possible quality of the Services provided via the Website.

2.The Service Provider shall make every effort to ensure the proper and uninterrupted functioning of the Website; however, technical faults and errors may occur on the Website. In any case, the Service Provider shall endeavour to minimise the negative effects of any technical issues to the greatest extent possible.

3.In order to develop the Website and minimise the risk of failures, periodic Technical Breaks are necessary, during which appropriate changes are made to the IT system. The Service Provider ensures that Technical Breaks do not cause inconvenience to Users. To this end, where possible, these breaks will take place during night-time hours.

Complaints regarding the Website

4.Users may submit any complaints regarding the operation of the Website, unavailability or problems with the Services electronically to eshop@vtsgroup.com

5.In the complaint, the User should specify its subject matter, in particular describe the Service to which the complaint relates, as well as the circumstances justifying the complaint, and provide contact details in the form of an email address.

6.Complaints will be considered by the Service Provider within 14 (fourteen) days of receipt. On the day the complaint is received, the Service Provider will confirm receipt to the User via a reply email.

7.The User will be notified of the outcome of the complaint via email to the email address from which the complaint was sent.

8.INFORMATION ON RISKS

1.The Service Provider informs Users that the use of the Services may involve typical risks associated with the Internet, such as the possibility of malicious software (e.g. viruses, worms, Trojan horses) and the possibility of third-party interference in data transmission.

2.To minimise this risk, Users are advised to use up-to-date antivirus software and firewalls, and to regularly update their operating system and web browser.

9.TRANSFER OF RIGHTS AND OBLIGATIONS

1.The Service Provider reserves the right to transfer all or part of its rights and obligations arising from the Terms and Conditions and the contract for the provision of Services to a third party (including an entity affiliated with the Service Provider), in particular in the event of restructuring, merger, acquisition or sale of the Service Provider's business or an organised part thereof. Such a transfer must not lead to a deterioration in the User's legal position; in particular, it must not restrict the User's rights arising from these Terms and Conditions or applicable legislation.

2.The User is not entitled to transfer their rights or obligations arising from these Terms and Conditions or the contract for the provision of Services to a third party without the prior, express consent of the Service Provider.

10.GOVERNING LAW AND DISPUTE RESOLUTION

1.These Terms and Conditions and any contracts for the provision of Services concluded on the basis thereof shall be governed by and construed in accordance with the laws of the Republic of Poland.

2.The Parties shall first endeavour to resolve any disputes arising from these Terms and Conditions or relating to the provision of Services amicably. If it is not possible to resolve the dispute amicably within 30 (thirty) days of its being raised by one of the Parties, the dispute shall be referred for resolution to the ordinary court having jurisdiction over the Service Provider's registered office.

11.AMENDMENTS TO THE TERMS AND CONDITIONS

1.The Service Provider shall have the right to amend the Terms and Conditions in the event of at least one of the following reasons:

a.a change in the legal provisions governing the provision of electronic services affecting the mutual rights and obligations of the Service Provider and the User, or a change in the interpretation of the aforementioned legal provisions as a result of court rulings, decisions or recommendations of the relevant authorities or bodies;

b.a change in the scope of the Services to which the provisions of the Terms and Conditions apply, through the introduction of new features, the modification or withdrawal of existing features or Services covered by the Terms and Conditions;

c.a change in the manner of providing the Services caused by technical or technological considerations related to the operation of the Website.

2.These Terms and Conditions shall come into force on: 17 April 2026.

Appendix No. 1

Place, date

Full name of the Seller

Address

First name and surname or name of the Buyer

Address

Complaint report

I hereby notify you that the product named purchased on (order no.) is not in conformity with the contract.

The non-conformity with the contract consists of

In view of the above, pursuant to Section 6(29) of the Regulations on the Provision of Electronic Services, I request that the goods be replaced with new ones.