

## **TERMS AND CONDITIONS**

### **§ 1. INTRODUCTION**

1. These regulations define the terms and conditions of using the website available at [www.incabin.eu](http://www.incabin.eu), conducted by INCABIN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Kraków, Aleja Zygmunta Krasińskiego 9 /25C, 31-111 Kraków, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the KRS number: 0000815396, NIP: 6762574300, REGON: 38491936900000, and in particular, it defines the rules of using the Website, the configurators and visualizations available on the website [www.incabin.eu](http://www.incabin.eu).
2. Data for the quick communication with the Seller:
  - a. tel. 793-090-280, 694-449-626
  - b. email: [info@incabin.eu](mailto:info@incabin.eu)
3. Traditional correspondence should be sent to the Seller's delivery address:

INCABIN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ,  
BIURO SPRZEDAŻY  
Aleja Zygmunta Krasińskiego 9/25C, 31-111 Kraków.
4. Bank account number: mBank S.A., 07 1140 1081 0000 3139 1800 1001.

### **§ 2. GLOSSARY OF TERMS**

The terms used in these Terms and Conditions have the following meanings::

1. Client - a natural person with full legal capacity, a legal person or an organizational unit which is not a legal person but is granted a legal capacity by law. When the Client is not a natural person, it is presumed that he is represented by a representative authorized to represent the Client under applicable law.
2. Configurator - form available on the Website which allows to personalize the Goods, the culmination of which, is the automatically generated visualization of the Goods in a .pdf format, which can be then saved by the Client on his own device. Access to the Configurator is possible from the main page of the Website.
3. Consumer – a Client, who is a consumer within the meaning of Art. 22<sup>1</sup> of the Polish Civil Code.
4. Terms and Conditions – these Terms and Conditions for the sale and provision of electronic services, which, together with the attachments, define the rules for using the Configurator, the rules for concluding sales contracts, the rules for the performance of these contracts, the rights and obligations of the parties to the sales contract and the rules of complaint procedure. In the scope of services provided electronically, the Regulations and its attachments are respectively the regulations referred to in Art. 8 of the Polish Act on the provision of electronic services. All

attachments constitute an integral part of the Regulations, unless it is expressly stated otherwise.

5. Website - a website available at [www.incabin.eu](http://www.incabin.eu), through which the Client can configure the Goods he is interested in, obtain its visualization, and use other available services.
6. The Seller (also the "Service Provider") – INCABIN SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Kraków, Aleja Zygmunta Krasińskiego 9 / 25C, 31-111 Kraków, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the KRS number: 0000815396, NIP: 6762574300, REGON: 38491936900000.
7. Party – The Seller or The Client.
8. Goods - an item which is the subject of the Sales Agreement. The Seller sells autonomous, mobile homes, configured with accordance to the individual needs of the Client and to the variant selected by the Client via the Configurator. All of the Goods are free from legal and physical defects and have been legally marketed in Poland.
9. Sales Agreement - a sales contract within the meaning of the Polish Civil Code, concluded between the Parties, the subject of which is the Goods.
10. Service provided electronically - a service provided by the Service Provider electronically on the terms specified in the Terms and Conditions, via the Website.

### **§ 3. USING THE SERVICE**

1. Using the Website consists in viewing and reading information and data on its pages, including information about products currently available through the Website and using the Configurator. Using the Website does not require registration and is free of charge. The contract for the Service provided electronically is concluded each time upon using the Website.
2. Types and scope of services provided electronically:
  - a) using the Website,
  - b) providing a possibility to configure the Goods,
  - c) generating a visualization of a configured Good.
3. As part of the service referred to in § 2 a) above, the Client may view and read the content and data on the Website.
4. As part of the service referred to in § 2 b) and c) above, the Client may visualize the design of the selected Good, tailored to his needs, as well as get the approximate price of the Good and the price of individual options of the Good which the Configurator shows, based on the Seller's price list available on the Website.

### **§ 5. THE PERSONAL DATA**

1. The Service Provider is the administrator of the data provided by the Client.

2. Detailed rules for the processing of the personal data and the use of cookies are described in the Privacy Policy and the Cookies Policy. The Privacy Policy and Cookie Policy of the Incabin Sp. z o.o. is an Attachment No. 1 to the Terms and Conditions.

## **§ 6. OBLIGATIONS OF THE PARTIES**

1. The Client is obliged to use the Services provided electronically in a manner consistent with the provisions of the law in force in the territory of the Republic of Poland and the provisions of the Terms and Conditions.
2. The Service Provider is obliged to provide the Seller's services in accordance with the applicable law in force in the territory of the Republic of Poland and the provisions of the Regulations.
3. Each of the Parties to the Sales Agreement is obliged to fulfil its service, i.e. to perform the concluded Sales Agreement.
4. The Seller is obliged to deliver the Goods free from defects.
5. If the buyer is a Consumer, the Seller is obliged to immediately hand over the item to the buyer, after the end of the manufacture of the goods. Due to the difficulties related to the technological process, the time limit specified in Art. 543<sup>1</sup> § 1 of the Polish Civil Code does not apply.

## **§ 7. CONFIGURATOR AND CONCLUSION OF THE SALES CONTRACT**

1. The content published on the Website, including product descriptions and prices, are provided for information purposes only and do not constitute an offer within the meaning of Art. 66 of the Polish Civil Code.
2. The Website does not allow to conclude a Sales Agreement remotely, via electronic means of communication.
3. In order to undertake the conclusion of the Goods Sale Agreement, the Client uses a visualization generated by the Configurator, which shows the full, personalized specification of the Goods.
4. The Configurator uses the prices of individual goods and additional options, available in the "Price List", available from the main page of the Website. The "Price List" is an Attachment No. 2 to the Terms and Conditions.
5. To use the Configurator, you must provide the necessary contact details, i.e. name, surname, e-mail address and mobile phone number. If the Client is an entity running a business and wants to conclude a Sales Agreement as part of it, the Client should also complete additional fields, appropriate for the form of business, i.e. company name, NIP, REGON, KRS.
6. The Client, by selecting the appropriate option before using the Configurator, may consent to the disclosure of his contact details to entities cooperating with the Service Provider, dealing with credit and financial consulting, in order to help, advise and offer the Client an appropriate financial product.

7. After completing the configuration process, the Client receives a downloadable file in .pdf format, with the visualization of the Goods and the specification that has been selected in the Configurator. The selected configuration is also sent to the Service Provider.
8. The configuration is sent to the Client's e-mail address along with the template of the Sales Agreement and attachments constituting its integral part.
9. If the Client wishes to conclude a for the sale of the Goods, based on the configuration sent, he should contact the Seller via e-mail, by phone or via traditional correspondence. The Sales Agreement is concluded in writing, otherwise null and void, via a traditional correspondence, after the submission of relevant declarations of will by both Parties.
10. The Seller will send the Sales Agreement to the Client's correspondence address in writing via a courier, in two copies, signed by the Seller, in order to be signed by the Client. One of the copies of the Sales Agreement remains at the disposal of the Client.
11. Detailed contractual provisions regarding, in particular, the form and terms of payment of the price, the method and dates of the order, the method and time of delivery of the Goods, are regulated in the Sales Agreement.

#### **§ 8 PRICES, PAYMENTS AND DELIVERY OF GOODS**

1. All prices of Goods on the Website are shown in Polish zloty (PLN) and are gross prices (ie they include all components such as customs and taxes, including VAT) and take into account any discounts granted. The binding price for the parties is the price indicated in the Sales Agreement.
2. The price of the Goods depends on the options selected by the Client, in accordance with the Configurator appearing in the ordering process.
3. The given prices of goods do not include the cost of delivery, which depends on the method of the delivery and is each time indicated in the configuration and in the Sales Agreement. The total value of the Order includes the price of the Goods and delivery costs, which are always borne by the Client. The Client may choose the option of collecting the Goods himself, as well as selecting the carrier himself, but only after prior e-mail or telephone contact with the Seller and agreeing with the date and possible costs.
4. Deliveries are made through specialized transport companies.
5. The costs of delivery of the Goods do not include additional costs of additional self-unloading systems or trailers offered as additional options to the Goods.
6. Shipments are made from Monday to Friday. The delivery time from the moment of sending the shipment depends on the selected delivery method.
7. The costs of insurance of the shipped Goods are included in the delivery costs.
8. Fiscal receipts or VAT invoices are issued for all goods sold. Pursuant to the provisions of the Polish Act on tax on goods and services from March 11, 2004 (Dz.U. 2004 nr 54 poz. 535) and the Regulation of the Polish Minister of Finance from December 3, 2013 on invoicing (Dz. U. z 2013 r. poz. 1485). If the Client, while registering or before launching the Configurator, provided

data specific to the entity conducting business activity, it will be presumed that the purchase is made by him in connection with such activity, therefore a VAT invoice will be issued for the given data, provided that the Client did not indicate otherwise.

9. In the Configurator options, the Client has the right to choose a VAT rate of 8% or 23%, respectively for the Goods permanently fixed to the ground and the mobile Goods. The gross amount indicated in the Offer and the Sales Agreement takes into account the Client's choice.

### **§ 9 RECEIPT OF THE GOODS**

1. Upon the receipt of the Goods, the Client should verify the Goods by checking:
  - a. existence of any mechanical damage of the Goods,
  - b. completeness of the Goods,
  - c. compliance of the Goods with the subject of the order.
2. Pursuant to Art. 548 § 1 of the Polish Civil Code, upon the release of the sold item, the benefits and burdens associated with the item (Good) and the risk of accidental loss or damage to the item (Good) are transferred to the buyer (Client).
3. Pursuant to Art. 548 § 3 of the Polish Civil Code, if the sold item (Good) shall be sent by the seller to the buyer who is a Consumer, the risk of accidental loss or damage to the item passes to the buyer upon its delivery. The delivery of the item is deemed to be entrusted by the seller to the carrier, if the seller had no influence on the choice of the carrier by the buyer.
4. If the Consumer had no influence on the choice of the carrier by the Seller, then he is entitled to refuse to accept the shipment in the event of mechanical damage to the Goods, incompleteness of the Goods or non-compliance of the Goods with the subject of the order. Then, Consumer is obliged to contact with the Seller immediately, in order to clarify the dispute.
5. If the Client is not a Consumer, complaints about mechanical damage to the Goods during the transport will be considered only after drawing up a damage report signed by the Client and the carrier.

### **§ 10 CONSUMER RIGHT TO WITHDRAW FROM THE SALES AGREEMENT**

1. The Consumer is not entitled to withdraw from the Sales Agreement on the terms set out in the Polish Act on the consumer rights from the May 30, 2014.
2. The right to withdraw from the Sales Agreement is not available in the situations specified in article 38 of the above-mentioned Act, i.e. in particular with regard to a Sales Agreement where the subject of the service is a non-prefabricated item, manufactured in accordance with the Consumer's specifications or if it serves to satisfy his individual needs (Article 38 point 3) of the above-mentioned Act.
3. The Goods are a non-prefabricated product, manufactured in accordance with the Consumer's specification, serving to satisfy his individual needs.

4. The Consumer may not exercise the right to withdraw from the Sales Agreement of Goods, concluded remotely or outside the business premises without giving a reason, on the basis of the above-mentioned Act due to the reason indicated in Art. 38 point 3).

**§ 11 STATUTORY WARRANTY FOR DEFECTS AND WARRANTY FOR PHYSICAL DEFECTS  
OF THE GOODS (COMPLAINTS AND COMPLAINT PROCEDURE)**

1. The Seller is obliged to deliver the Goods free from the defects and is responsible for the defects of the Goods.
2. A physical defect consists in the non-compliance of the sold Goods with the Sales Agreement.
3. Complaints under the statutory warranty for physical defects (non-compliance of the Goods with the Sales Agreement), under the article 556 and following of the Polish Civil Code, may be submitted in writing by traditional mail or via e-mail to the address of the Seller.
4. If the sold Product has a physical defect, the Client is entitled to:
  - a. make a declaration of price reduction or withdrawal from the contract, unless the Seller, immediately and without undue inconvenience for the Client, replaces the defective Goods with Goods free from defects or removes the defect. The reduced price should be proportional to the value of the Goods with the defect with regard to the value of the Goods without a defect. The Client must not withdraw from the contract if the defect of the Goods is irrelevant,
  - b. demand a replacement of the Goods with Goods free from defects or removal of the defect. The seller is obliged to replace the defective Goods with Goods free from defects or remove the defect within a reasonable time and without undue inconvenience to the Client, on the terms set out in the relevant provisions of the Polish Civil Code.
5. If the Client is a Consumer, he is entitled to demand, instead of the removal of the defect proposed by the Seller, for the Goods to be replaced with Goods free from defects, or instead of the replacement of the Goods, demand the defect to be removed, unless it is impossible to bring the Goods into conformity with the contract in a manner chosen by the Consumer or if it would require excessive costs compared to with the method proposed by the Seller. When assessing the excess of costs, the value of the Goods free from defects, the type and significance of the defect found is taken into account, as well as the inconvenience to which the Consumer would otherwise be exposed.
6. The customer who exercises the rights under the statutory warranty is obliged to make the item available to the Seller in the place where the Goods are located.
7. The Seller is liable under the statutory warranty, if a physical defect is found before the expiration of two years, and for the physical defects in the real estate - before the expiration of five years from the date of delivery of the Goods to the Client. The Consumer loses the right to demand from the Seller to bring the Goods into conformity with the Sales Agreement, which he is entitled to under the applicable provisions, if he does not notify the Seller about it within twelve months from finding the goods are non-compliant with the contract. To meet that deadline, it is enough to send a notice to Seller before the expiration date.

8. In the case that the Client is not a consumer sale, the provisions on statutory warranty included in the Polish Civil Code are excluded.
9. The goods are covered by the Seller's warranty. Details of the warranty can be found in the Attachment No. 3 "Warranty".

#### **§ 12 FINAL PROVISIONS**

1. These Terms of sale and use of the Website are valid from \_\_\_\_\_.
2. The Seller is entitled to change the terms of use of the Website. Registered users will be informed about any changes to the Terms and Conditions via an e-mail saved on the user's account. A Client who does not agree with the changes is entitled to terminate the contract at any time with immediate effect. The amendment to the Terms and Conditions regarding Sales Agreements concluded before the amendment to the Terms and Conditions does not modify their content and conditions.
3. In the case of Clients who are not Consumers, the competent court is the court having jurisdiction over the Seller.
4. The Consumer has the right to negotiate the terms of the Terms and Conditions. In order to exercise this right, the Consumer should contact the Seller via traditional mail, e-mail or by phone.
5. In matters not covered by these Terms and Conditions, generally applicable provisions of law shall apply, in particular the provisions of the Polish Civil Code.
6. The Terms and Conditions are publicly available to Customers from the home page of the Website. It is also an attachment to the Sales Agreement.
7. Exclusive rights to the content provided on the Website, in particular copyrights to photos, the name of the Website, trademarks of the Seller and producers of individual components of the Goods, their graphic elements, software and database rights, are protected by the applicable law and are entitled to Sellers or other entities. It is forbidden to copy or use any element of the Website without the consent of the Seller or other authorized entities.

#### **ATTACHMENTS:**

1. *The Privacy Policy and Cookie Policy of the Incabin Sp. z o.o.,*
2. *The Price list,*
3. *Warranty.*