

GENERAL TERMS OF SALE, WARRANTY AND CLAIMS

for KX TRADE business customers (B2B)

IMPORTANT: This document is an English translation of the Polish General Terms of Sale. It is provided for information and convenience. In the event of any discrepancy or doubt, the Polish-language version shall prevail.

I. General provisions

1. These General Terms of Sale (the "Terms") set out the rules for contracts for the sale of goods and services by KX TRADE, with its registered address at ul. Tarnowska 79A, 33-114 Tarnowiec, Poland, Polish tax identification number (NIP): 8733002826, hereinafter referred to as the "Seller".
2. These Terms apply exclusively to contracts concluded with businesses and customers who are not consumers within the meaning of applicable law. Acceptance of these Terms is required to complete a transaction.
3. The Customer may place orders through the following channels:
 - Online ordering system: by registering an account on the website, adding products to the basket and confirming the selection using an option that creates an obligation to pay. Performance begins after the Seller sends a confirmation email.
 - Email: by sending a message to biuro@kxtrade.pl.
 - Telephone: by calling +48 694 277 368.
4. Matters not regulated by these Terms are governed by the store regulations published on the Seller's official website.

II. Conditions of sale

1. As a non-consumer, the Buyer has no statutory right to withdraw from a concluded sales contract.
2. The Seller reserves the right to modify or restrict the payment methods available to B2B customers, including the right to require full prepayment or a deposit, irrespective of the payment option originally selected and irrespective of whether the contract has already been concluded.
3. The risk of accidental loss, damage or shortage of the goods, together with all associated benefits and burdens, passes to the Buyer when the shipment is handed over by the store or warehouse to the courier or carrier. From that moment, the Seller is not responsible for the carrier's actions.
4. The Buyer must inspect the condition and contents of the shipment upon receipt in the manner customary for the relevant type of delivery. If transport damage is found, the Customer must take all steps necessary to establish the carrier's liability.
5. Any OEM reference numbers are used solely for information and do not guarantee that a product originates from the original machine manufacturer.
6. To the fullest extent permitted by Polish law, the Seller's statutory liability for defects (warranty for defects / rękojmia) is excluded in relation to non-consumer customers.

III. Warranty rules

1. Warranty rights apply only if the purchased item was selected for its intended purpose and installed by a specialist entity.
2. Warranty protection covers only hidden manufacturing and material defects in the product.
3. The warranty does not cover:
 - damage caused by incorrect installation, accidents, normal operational wear or corrosion;
 - failures resulting from using the part together with other worn components of drive, travel or steering systems;
 - mechanical damage, modifications or repairs performed independently by the user;
 - the purchase of an incomplete repair set (for example, a gearbox, differential or hub) without simultaneously replacing all cooperating components with factory-new parts;
 - any indirect or consequential loss caused by a component malfunction.

4. The warranty applies only to the sold item itself and provides for replacement with a working product or a refund of the purchase price. It does not cover ancillary costs, including machine downtime, transport, reinstallation or diagnostic expert opinions.
5. A claim requires: a written defect report, a copy of the purchase invoice, the warranty card (if issued), and an official confirmation of the defect issued by an authorised workshop or diagnostic station. The part must be delivered in the manner agreed with the Seller.
6. The standard warranty period is 6 months from the date of purchase. A claim is assessed on the basis of a specialist manufacturer's opinion within 14 to 90 business days from the date on which the Warrantor receives the goods.
7. If a claim is accepted, any refund will be made within 14 business days. If repair is not possible, the goods will be replaced, the purchase price will be refunded, or an alternative product will be offered.
8. If an incomplete repair set was purchased, the Buyer must document that the dependent and cooperating components were new and free from defects.
9. Due to separate, restrictive operating procedures, hydraulic pumps, hydraulic motors, hydraulic control valves and turbochargers are excluded from these conditions and are covered by separate warranty cards.
10. The warranty covers complete, closed assemblies (for example, swing reducers, final drives with a travel motor, and slewing bearings) whose verification requires movement tests. The warranty period for such assemblies is 6 months; individual components of these assemblies are not covered by a separate warranty.
11. Warranty rights belong only to the direct purchaser of the goods from KX TRADE and may not be assigned to subsequent purchasers. A valid installation report signed by an authorised specialist must be provided.
12. Special procedural requirements: a claimed radiator must be returned together with the expansion tank cap. A claimed travel motor must be returned with the hose nipples still screwed into the unit.
13. The Seller may request additional materials from the Customer, including photographs, videos, service-system readings and invoices for consumables. Failure to provide the requested documentation within 14 days of the request invalidates the warranty.
14. The parts sold are presumed to have been fully serviceable at the time of sale.
15. If a claim is unfounded, the Seller may charge the Customer for all logistics, storage, disposal and external expert-opinion costs.
16. If the Customer does not collect the claimed goods after the procedure has ended, the Seller will send a written request for collection within 14 days. After that period, a charge for non-contractual storage will accrue for each month, based on the local rate for 1 m² of warehouse space in the city of the Seller's registered office. If storage costs exceed the value of the goods, the goods may be disposed of at the Customer's expense.
17. The Warrantor's decisions on the validity of claims are final. Parts replaced under warranty become the property of the Warrantor.
18. Repair or replacement of goods does not restart or extend the warranty period.
19. KX TRADE's liability for damages is limited to loss caused intentionally. All disputes will be decided by the court having jurisdiction over the Seller's registered office and in accordance with Polish law.

IV. Quantity and transport claims

1. For courier deliveries, the Buyer must check the technical condition and quantity of the goods in the courier's presence. If any discrepancy is found, a damage report must be prepared as the basis for the claim.
2. Claims concerning quality damage or missing items (quantity discrepancies) must be reported to the sales office within 24 hours of receipt. Claims made after this period will not be considered.
3. For personal collection from the Seller's premises, the quantity and quality check must be carried out immediately on site; otherwise the right to bring later claims is lost.

V. Return policy for serviceable parts

1. If the Customer has made a purchasing error (for example, selected the wrong model or abandoned the planned investment), the Seller may conditionally accept a return within an absolute limit of 14 days from purchase, only after prior agreement and solely as a commercial GOODS-FOR-GOODS exchange.
2. The following items cannot be returned:
 - parts sourced or modified to meet the Customer's individual, specific order;
 - all electrical and electronic components.
3. No returns will be accepted after 14 days from the date of sale.
4. For a return to be considered, the part must be delivered at the Customer's expense to the claims department, intact and in its original, undamaged packaging, together with a copy of the purchase document and a signed return report.
5. Unidentifiable goods for which no documents are provided will be disposed of 30 days after receipt by the Seller.
6. If a return is refused, the Customer must collect the goods at its own expense. After an unsuccessful written request and the expiry of 14 days, the Seller will charge storage fees in accordance with local warehouse rates. Once those fees exceed the value of the goods, the Seller may dispose of them.

Approved for use on: 4 June 2024

For and on behalf of KX TRADE: Łukasz Kajmowicz