

Standard Business Terms and customer information / data protection declaration

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts which you conclude with us as a supplier (**Krosno Glass S.A.**) via the eBay or CATCH by eBay Internet platform. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products .

(2) If we set up an item vis-a-vis eBay or CATCH by eBay, the activation of the supply-side domain at eBay or CATCH by eBay encompasses the binding offer associated with the conclusion of a purchase contract under the conditions specified on the page associated with the item in question.

(3) The contract is concluded via the various online purchase functions (if offered on the respective item page) as follows:

a) Purchase via the "Buy now" function

After clicking the "Buy Now" button on the item page, you can log in to your existing eBay account or create a new eBay account. In the next step, you will be taken to the "Send to" query screen, in which your personal data has already been entered. You can then select the payment method.

If provided by us, you can alternatively place the order as a guest by clicking on the corresponding button. In the next step you enter your personal data on the query screen "Send to" and select the payment method.

The order data will then be displayed as an order overview.

If you use an instant payment system (e.g. PayPal, Apple Pay, Google Pay) as your payment method, you will either be taken to the order overview page on the eBay website or forwarded to the website of the provider of the instant payment system. If you are forwarded to the relevant instant payment system, choose and/or enter your details as appropriate. Finally, on the website of the provider of the instant payment system or, after you have been directed back to eBay, on the eBay website, the order data will be displayed as an order overview.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on the Internet browser) any information on the order summary page or to cancel the purchase.

By submitting the order via the corresponding button ("Buy", "Pay now" or similar designation) you declare acceptance of the offer in a legally binding manner, and by doing so conclude the contract.

b) Purchase via the "Add to shopping cart" function

By clicking on the button "Add to shopping cart" on the item page, the goods intended for purchase will be placed in the "Shopping cart". The "Shopping cart" will then be displayed. Alternatively, you can click on the corresponding button (shopping cart symbol) in the navigation bar to call up the "Shopping cart" and make changes there at any time.

After clicking on the button "Checkout" or "Checkout securely now" in the shopping cart view, you can log in to your existing eBay account or create a new eBay account. In the next step, you will be taken to the "Send to" query screen, in which your personal data has already been entered. You can then select the payment method.

If provided by us, you can alternatively place the order as a guest by clicking on the corresponding button. In the next step you enter your personal data on the query screen "Send to" and select the payment method.

The order data will then be displayed as an order overview.

If you use an instant payment system (e.g. PayPal, Apple Pay, Google Pay) as your payment method, you will either be taken to the order overview page on the eBay website or forwarded to the website of the provider of the instant payment system. If you are forwarded to the relevant instant payment system, choose and/or enter your details as appropriate. Finally, on the website of the provider of the instant payment system or, after you have been directed back to eBay, on the eBay website, the order data will be displayed as an order overview.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on the Internet browser) any information on the order summary page or to cancel the purchase.

By submitting the order via the corresponding button ("Buy", "Buy now", "Pay now" or similar designation) you declare acceptance of the offer in a legally binding manner, and by doing so conclude the contract.

c) Purchase via the "Bid" function

With the "Bid" function, you can place a bid within the period of time in which our offer can be accepted by bids ("Bidding period"), taking into account the bidding steps ("Bid increments") determined by eBay. If we have set a minimum price, your bid must reach this minimum price in order to be considered.

After entering your bid amount ("Maximum bid") and clicking the "Bid" button on the item page, you will be logged into your existing eBay account (or a new eBay account will be created for you).

On the next page you have the option to check your bid again, to change it (also via the "Back" function of your internet browser) or to cancel the bid.

By submitting your bid via the "Confirm" button, you declare your legally binding acceptance of the offer.

The contract is concluded under the condition precedent that your bid is the highest bid at the time the bidding period expires.

If another bidder submits a bid in excess of your maximum bid before the end of the bidding period, your lower bid will expire.

d) Purchase via the "Make an offer" function

With the "Make an offer" function you have the option to make us a counter offer for the price shown on the item page.

After clicking the button "Make an offer" on the item page and logging into your existing eBay account or creating a new eBay account, you

can enter your offer on the following page and choose how long your price offer should be valid.

After clicking the button "Make an offer" you have the option to check your offer again on the following page, to change it (also via the function "Edit offer" on the page) and/or to cancel the offer.

By sending us your offer via the button "Make an offer" you are submitting a binding offer to us. You are bound to this offer for up to two days, depending on your selection.

The contract is concluded if we accept your offer within the period of validity specified by you.

(4) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 Special agreements related to the offered payment methods

(1) Purchase on account via PayPal

If the 'purchase on account via PayPal' payment method is used, we irrevocably transfer our entire payment claim against you to PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. You understand that before the cession is accepted, PayPal (Europe) S.à r.l. et Cie, S.C.A. uses the transferred data to carry out a credit assessment.

We reserve the right to refuse, on the basis of the result of the credit assessment, to allow you to use this particular payment method. You shall be notified to that effect within the framework of the eBay purchase transaction.

In case the 'purchase on account' payment method is permitted, PayPal (Europe) S.à r.l. et Cie, S.C.A. shall accept the cession. In such a case, debt-discharging payments can only be made to PayPal (Europe) S.à r.l. et Cie, S.C.A. The payment period amounts to 14 days after the receipt of the respective goods.

§ 4 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) If you are a businessman, the following conditions also apply:

a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.

b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

§ 5 Warranty

(1) The statutory warranty rights are applicable.

(2) As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

(3) If a characteristic of the goods deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.

(4) Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty provisions:

a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer.

b) In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your option, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the goods or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs arising from the transport of the goods to a place other than the place of performance, unless such transport is in accordance with the intended use of the goods.

c) The warranty period shall be one year from delivery of the goods. The shortening of the period shall not apply

- for culpable damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence;

- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;

- in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness;

- in the case of statutory rights of recourse that you may assert against us in connection with rights arising from defects.

§ 6 Choice of law, place of fulfilment, jurisdiction

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed

by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

Krosno Glass S.A.
Tysiąclecia 13
38-400 Krosno
Poland
Telephone: +48 13 432 80 03
E-Mail: ebayde@krosno.com

Alternative dispute resolution:

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

4. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

5. Prices and payment arrangements

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 There are no shipping costs.

5.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

5.4 You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

5.5 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

If indicated in the online ordering process, you can also use Apple Pay and/or Google Pay as payment methods.

5.6 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

6. Delivery conditions

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

Unless a different period is specified in the item description or our delivery conditions, the goods are delivered within 3-5 days after the conclusion of the contract (in case an advance payment has been agreed upon, after the payment authorisation).

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who

has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

7. Statutory warranty right

Liability for defects is governed by the "Warranty" provisions in our General Terms and Conditions of Business (Part I).

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Data protection declaration

Unless stated otherwise below, the provision of your personal data is neither legally nor contractually obligatory, nor required for conclusion of a contract. You are not obliged to provide your data. Not providing it will have no consequences. This only applies as long as the processing procedures below do not state otherwise.

"Personal data" is any information relating to an identified or identifiable natural person.

Responsible person

Contact us at any time. The person responsible for data processing is: Lukasz Kalina, ul. Tysiaclecia 13, 38-400 Krosno Polen, +48 665 051 075, lukasz.kalina@zetorzeszow.pl

Collection, processing, and transfer of personal data in orders

When you submit an order we only collect and use your personal data insofar as this is necessary for the fulfilment and handling of your order as well as processing of your queries. The provision of data is necessary for conclusion of a contract. Failure to provide it will prevent the conclusion of any contract. The processing will occur on the basis of Article 6(1) b) GDPR and is required for the fulfilment of a contract with you.

Your data is transferred here for example to the shipping companies and dropshipping providers, payment service providers, service providers for handling the order and IT service providers that you have selected. We will comply strictly with legal requirements in every case. The scope of data transmission is restricted to a minimum.

Use of your email address for the mailing of newsletters

We use your email address outside of contractual processing exclusively for our own marketing purposes for the mailing of newsletters, if you have explicitly agreed to this. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time without affecting the legality of the processing carried out with your consent up to the withdrawal. At the same time we would like to point out that by agreeing to receive our newsletter you agree that eBay may evaluate your usage behaviour in relation to the newsletter and make this data available to us for the improvement of the newsletter. You can unsubscribe from or manage the newsletter at any time in "My eBay" under "Saved sellers" via the menu navigation "Other actions - edit list of saved sellers" or contact us directly. You will find our contact details in our imprint. Your email address will then be deleted from our subscription list for the newsletter.

Merchandise management

Use of an external merchandise management system

We use a merchandise management system in the course of order processing for the purposes of contractual processing. For this purpose your personal data as collected in the course of the order will be sent to plentysystems AG, Bürgermeister-Brunner-Straße 15, 34117 Kassel, Germany

Data collection and processing when using the payment method purchase by invoice via PayPal

When paying via the payment method "purchase by invoice via PayPal", the purchase price claim will be assigned to PayPal (Europe) S.à r.l. et Cie, S.C.A. (22-24 Boulevard Royal, L-2449 Luxembourg; "PayPal"). eBay will transmit the data required for payment processing to PayPal. In order to carry out its in-house identity and credit check, Billpay, or the partner companies commissioned by Billpay, send data to credit agencies and receives information from them and, if applicable, information on creditworthiness on the basis of mathematical and statistical procedures (probability or score values), taking address information among other things into account. By choosing the above payment method you declare your agreement with the transmission of data to PayPal as well as for the execution of credit checks by PayPal. As part of the credit checks, PayPal works together with various credit agencies. Detailed information on this and the credit agencies used can be found in PayPal's data protection provisions at <https://www.paypal.com/ee/webapps/mpp/ua/privacy-full>.

Use of PayPal

On our website we use the PayPal payment service of PayPal (Europe) S.à.r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449, Luxembourg; "PayPal"). The data processing serves the purpose of offering you payment via the payment service. By selecting and using payment via PayPal, the data required for processing the payment will be transmitted to PayPal in order to enable us to fulfil the contract with you with the selected payment method. This processing is carried out on the basis of Art. 6 para. 1 lit. b GDPR.

All PayPal transactions are subject to PayPal Privacy Policy. You can find these at <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>

Use of PayPal Plus

On our website we use the PayPal Plus payment service of PayPal (Europe) S.à.r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449, Luxembourg; "PayPal"). The data processing serves the purpose of offering you payment via the payment service. By selecting and using payment via PayPal, credit card via PayPal, direct debit via PayPal, the data required for payment processing is transmitted to PayPal in order to enable us to fulfil the contract with you by means of the selected payment method. This processing is carried out on the basis of Art. 6 para. 1 lit. b GDPR.

For individual payment methods such as credit card via PayPal, direct debit via PayPal, PayPal reserves the right, if necessary, to obtain a

credit report on the basis of mathematical-statistical procedures using credit reporting agencies. For this purpose, PayPal transmits the personal data required for credit assessment to a credit agency and uses the obtained information on the statistical probability of a payment default in order to reach a reasonable decision on the establishment, performance or termination of the contractual relationship. The credit report may contain probability values (score values) which are calculated on the basis of scientifically recognised mathematical-statistical methods and include, among other things, address data. Your legitimate interests will be taken into account in accordance with the legal requirements. The data processing serves the purpose of a credit check for contract initiation. The processing is carried out on the basis of art. 6 para. 1 lit. f GDPR due to our overriding legitimate interest in protection against payment default if PayPal pays in advance. For reasons that arise from your particular situation, you have the right to object to the processing of your personal data carried out on the basis of Art. 6 para. 1 lit. f GDPR at any time by notifying PayPal. The provision of the data is necessary for the conclusion of the contract with the payment method of your choice. Failure to provide such data shall mean that the contract cannot be concluded with the payment method you have selected.

Duration of storage

After contractual processing has been completed, the data is initially stored for the duration of the warranty period, then in accordance with the retention periods prescribed by law, especially tax and commercial law, and then deleted after the period has elapsed, unless you have agreed to further processing and use.

Rights of the affected person

If the legal requirements are fulfilled, you have the following rights according to art. 15 to 20 GDPR: Right to information, correction, deletion, restriction of processing, data portability. You also have a right of objection against processing based on art. 6 (1) GDPR, and to processing for the purposes of direct marketing, according to art. 21 (1) GDPR.

Right to complain to the regulatory authority

You have the right to complain to the regulatory authority according to art. 77 GDPR if you believe that your data is not being processed legally.

Right to object

If the data processing outlined here is based on our legitimate interests in accordance with Article 6(1)f) GDPR, you have the right for reasons arising from your particular situation to object at any time to the processing of your data with future effect.

If the objection is successful, we will no longer process the personal data, unless we can demonstrate compelling legitimate grounds for the processing that outweigh your interests or rights and freedoms, or the processing is intended for the assertion, exercise or defence of legal claims.

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