

General Terms and Conditions of Sale

eDev Studio sp. z o.o. | effective from 15 September 2025

§1 | Definitions

Whenever the following terms are used in these General Terms and Conditions of Sale, they shall be understood as follows:

1. **GTCS** or **General Terms and Conditions of Sale** – this document.
2. **Seller** or **Manufacturer** – eDev Studio sp. z o.o., owner of the EDS CONTROLLERS® brand, registered in Poland in the National Court Register maintained by the District Court in Olsztyn, 8th Commercial Division, KRS: 0000722653, VAT ID (EU): PL7393913272.
3. **Buyer** – an entrepreneur who is a party to legal relations with the Seller.
4. **Website** – edscontrollers.com or edscontrollers.pl.
5. **Device/Goods/Product** – control or measuring devices offered by the Seller, including spare parts and accessories.
6. **Offer** – a proposal to purchase Goods addressed to the Buyer, available in the shopping cart on the Website, including applicable charges.
7. **Proforma Invoice** – the Offer in the form of a proforma invoice.
8. **Order** – confirmation of the Offer by the Buyer.
9. **Agreement** – the sales contract for Products concluded between the Seller and the Buyer.
10. **Delivery** – performance of the Agreement consisting of the transfer of ownership of the Goods to the Buyer.
11. **Civil Code** – the Act of April 23, 1964 – Civil Code (Journal of Laws 1964 No. 16 item 93, as amended).
12. **Business Days** – days from Monday to Friday, excluding statutory holidays in Poland.

§2 | Applicable Terms

1. Sales of Goods are conducted based on these GTCS, unless otherwise agreed in writing by the Parties.
2. The Buyer declares that the Order is placed within their business activity.
3. The Buyer undertakes to comply with applicable EU regulations, in particular regarding sanctions, export restrictions, and dual-use goods.
4. By placing an Order, the Buyer declares that they are not subject to any sanctions.
5. Delivery is subject to the absence of legal domestic or international obstacles.
6. In the case of resale, the Buyer undertakes to ensure that subsequent purchasers comply with the relevant regulations.

§3 | Prices and Payment Terms

1. Offer prices are based on the current Price List available on the Website. Prices are net unless stated otherwise.
2. Domestic Orders are settled in PLN; international ones in EUR.
3. A flat logistics fee is added to the Order price in accordance with the current Price List.

4. In case of international delivery, the Buyer bears all local taxes and charges.
5. Payment is made on the basis of a proforma invoice. A sales invoice is issued upon shipment or as a prepayment invoice – in accordance with applicable law.
6. Invoices are issued and sent electronically. The Buyer consents to this form.
7. Once the e-invoicing obligation comes into force, invoices will be issued in accordance with KSeF (National e-Invoicing System).

§4 | Orders and Deliveries

1. Orders are placed via the Website.
2. The Offer is created based on the Products added to the cart.
3. To place an Order, contact and billing data must be provided, and the GTCS and Privacy Policy must be accepted.
4. For intra-community supply (ICS), the Buyer must hold an active EU VAT number.
5. After placing an Order, the proforma invoice must be downloaded and paid within 7 days.
6. The Agreement is considered concluded upon receipt of payment.
7. The Order is fulfilled after payment.
8. Unpaid Orders are canceled.
9. Standard shipping time is 2 to 5 business days from the conclusion of the Agreement.
10. Information on payment, status, and shipping is sent via email.
11. Delivery is made under Incoterms 2020 (CPT) unless agreed otherwise.
12. The logistics fee is charged in accordance with the current Price List.
13. The carrier is chosen by the Seller; risk transfers to the Buyer upon handover of the Goods to the carrier.
14. The moment of delivery is the handover of Goods to the carrier.
15. Partial delivery is possible.
16. The Goods will be delivered to the person present at the delivery location unless specified otherwise.
17. Absence of an authorized person may result in return shipment and additional charges.
18. The Buyer should inspect the package and report damage no later than the next business day.
19. In case of discrepancies with the documentation, the Buyer must notify the Seller within 3 business days and return the Goods upon agreement.
20. If products or components are unavailable, delivery time may be extended up to 21 days.
21. Notice of extension will be given no later than 2 business days after the Agreement is concluded.
22. The Buyer may cancel the Order upon receiving the notice of extension.
23. A refund will be made within 7 days.
24. Acceptance of the new delivery date means acceptance of the Agreement under revised terms.
25. The Seller may unilaterally withdraw from the Agreement in case of component unavailability.

§5 | Warranty and Guarantee

1. The Seller excludes statutory warranty to the fullest extent permitted by law.
2. The guarantee applies with correct installation and use of the Device.
3. Guarantee period: 24 months for Devices (excluding accessories), 6 months for accessories.
4. The guarantee covers defects inherent to the Device.
5. Wear-and-tear parts are not covered by the guarantee.
6. The guarantee does not cover mechanical damage, transport damage, or damage caused by external forces.
7. Test and prototype products are not covered by the guarantee.

8. The guarantee is void in case of structural modifications, lack of proof of purchase, or inability to identify the Device.
9. If repair is not possible, the Goods will be replaced with new or equivalent items.
10. The Seller is not liable for loss of data stored in the Device or related damages.
11. The guarantee does not exclude rights arising from non-compliance with the Agreement.

§6 | Complaints

1. Complaints, including guarantee claims, should preferably be submitted via the form on the Website. Required: contact details, invoice number, description of the issue, and proof of purchase (for items bought from a Distributor or third party).
2. It is recommended to back up data before sending the device for service.
3. The complaint is considered received on the day the notification, Goods, and proof of purchase (if required) are delivered.
4. Complaints are processed within 14 days; repair/replacement is completed within 30 days.
5. Shipping costs to the Seller are covered by the Buyer. Return shipping is covered by the Seller.

§7 | Returns

1. Returns should preferably be submitted via the form on the Website. Required: company data, invoice number, reason for return.
2. Only goods purchased directly from the Manufacturer that are unused and undamaged are eligible for return. Accessories and products outside the standard Offer — made to individual specifications, customized, or modified — are not eligible for return.
3. Items purchased from Distributors can only be returned in accordance with their return policy.
4. Return must be made within 10 days from delivery (shipping date counts).
5. A handling fee will be charged in accordance with the Price List valid on the return notification date.
6. Return shipping costs are borne by the Buyer. The Seller does not accept COD shipments or those sent at its expense.
7. Upon approval of the return, a corrective invoice will be issued, and a refund will be made within 14 business days to the original payment account.
8. If the returned Goods are used, damaged, or incomplete, the Seller may refuse the return and charge the Buyer with return shipping costs.

§8 | Software License and Updates

1. The right to use software fully or partly developed by the Manufacturer (hereinafter “Software”), whether part of the Goods or a standalone product, is granted to the Buyer only under a license.
2. Software licenses granted by the Manufacturer are revocable (revocation may occur at the Manufacturer’s sole discretion at any time) and non-exclusive.
3. The license entitles the Buyer to install, run, test, configure, and program the Devices, and use them according to their intended purpose.
4. The Manufacturer reserves the right to introduce updates that may be necessary for continued use of the Device. Failure to apply updates may result in improper functioning of the Device, for which the Manufacturer assumes no liability.
5. The Manufacturer is not obligated to provide updates or technical support under the license.

§9 | Intellectual Property Rights

1. The **EDS CONTROLLERS** logo constitutes a registered trademark owned by the Manufacturer. The names **EDS CONTROLLERS** and **Ambity Line** are used by the Manufacturer as trade names.
2. The Buyer may use the designations referred to in paragraph 1 for the purpose of informing about the use of the Manufacturer's Products in its own devices or solutions, including in technical documentation and marketing materials, provided that such use is not misleading and does not suggest the existence of any special commercial or organisational relationship with the Manufacturer.

§10 | Limitation of Liability

1. The Parties shall not be liable for failure to perform or improper performance of the Agreement due to force majeure, defined as extraordinary, external, unforeseeable, and unavoidable events, including war, riots, natural disasters, epidemics, fire, embargoes, power outages, transport disruptions, strikes, roadblocks, government actions, etc.
2. A Party unable to fulfill obligations due to force majeure must immediately notify the other Party, indicating the cause, expected duration, and impact on the Agreement.
3. If force majeure lasts more than 30 days, either Party may withdraw from the Agreement without financial consequences, except for returning received payments.
4. The Seller's liability for damage arising from performance or non-performance of the Agreement, subject to §4 items 20 and 25, is limited to actual damage caused solely by the Seller's willful misconduct.
5. The Seller shall not be liable for lost profits or indirect damages.
6. The Seller's maximum liability is limited to the value of the defective or undelivered Goods.

§11 | Personal Data Protection

1. The Seller is the controller of the Buyer's personal data. Data is processed in accordance with Regulation (EU) 2016/679 (GDPR) and the Seller's Privacy Policy.
2. Personal data is processed for the purpose of concluding and performing the Agreement, financial settlements, handling complaints and returns, and archiving.
3. The Buyer has the right to access, rectify, delete, restrict processing, transfer data, object, and lodge a complaint with the Data Protection Authority.
4. Providing personal data is voluntary but necessary for concluding and performing the Agreement.
5. Detailed rules are defined in the Privacy Policy available on the Website.

§12 | Final Provisions

1. Any disputes arising from the Agreement shall be resolved by the common court having jurisdiction over the Seller's registered office.
 2. The governing law for the Agreement shall be Polish law.
 3. In the event of discrepancies between the provisions of these GTCS and individual arrangements between the Parties, the individual arrangements shall prevail.
 4. The Seller reserves the right to amend the General Terms and Conditions of Sale. The amended GTCS shall apply to Orders placed after the date of their publication on the Website.
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The EDS CONTROLLERS® logo is a registered trademark owned by eDev Studio sp. z o.o.

The names EDS CONTROLLERS™ and Ambity Line™ are used as trade designations by eDev Studio sp. z o.o.