

Cracow: 12/01/2021

General Terms and Conditions of Sale

§1 General

1. These General Terms and Conditions of Sale (hereinafter: "GTCS") are drawn up under Article 384 of the Civil Code of April 23, 1964.
2. The General Terms and Conditions of Sale define the rules for concluding contracts for the sale and delivery (both in Poland and abroad) of products (hereinafter also referred to as the "Goods") manufactured by WAMECH Producent Wózków Przemysłowych Piotr i Albina Wąsik Spółka Jawna, with its manufacturing plant in Skawina.
3. The General Terms and Conditions of Sale represent an integral part of all sales and delivery contracts, and they define the mutual relationships between the Seller and the Buyer. Exemptions from these GTCS require a written consent. In the case of discrepancy between the terms approved in a contract and these GTCS, the conditions accepted by the Parties in the contract shall prevail.
4. The GTCS must be submitted for approval by the Buyer at the latest at the time of placing the order. The GTCS are also available on www.wamech.com. If constant business relationships are maintained between the Parties, acceptance of the GTCS by the Buyer at the first order placed shall be considered as their acceptance in all future sales contracts until any changes in the content of GTCS are introduced or until further notice.

§2 Prices, offers and orders

1. The order is valid only if accepted in writing by the Seller or if the Seller delivers the products ordered. All orders should be placed by email. In special cases an order may be placed using other means of communication.
2. The order must contain the exact address of the recipient, the exact address and name of the payer, the payer's tax identification number, the number of the offer / contract, full catalogue numbers, names and quantities of the ordered products.
3. If the payment is to be made by bank transfer, the Buyer has to deliver with the first order copies of Buyer's founding documents, tax identification.
4. By placing an order, the Buyer assumes the obligation to pay for delivered products.
5. Recurring orders may only be changed at least 7 days in advance of the planned day of order completion, and at least 14 days in advance in the case of products manufactured on a special order. If changes are notified after this deadline, delivery of the Goods may be postponed.
6. The Seller reserves the right to discontinue order completion, if the Buyer's financial position indicates the risk of insolvency or if the product is not available.
7. Base prices are in given PLN/EUR, without packaging, net, ex works (EXW).
8. In international sales, the product price is converted into a foreign currency at the average exchange rate of the National Bank of Poland published on the issue date of the commercial invoice.

9. Catalogue prices of products are subject to change without notice, if the arrangements or the contract made do not provide otherwise.
10. The prices specified in offers for buyers are valid only until the offers expire.
11. The Seller reserves the right to change the prices of Goods if suppliers change prices of Goods or materials for production.
12. In the case of a statutory change in the VAT rate, the gross unit price of a product will change.

§3 Delivery

1. All scheduled delivery dates are estimates based on a normal workload and all deliveries are subject to change without assuming liability to the Buyer.
2. Unless expressly specified otherwise, all shipping dates are given based on current availability of materials, present production schedules and on condition of immediate provision of complete necessary information.
3. The delivery time of standard products is counted from the moment of order placement by the Buyer.
4. The delivery time of customized products is the sum of the time devoted to design work, prototype building and validation, and target series production.
5. The delivery period is extended in the case of e.g. delays in deliveries from suppliers, acts of God, transport and customs clearance delays, damage in transit, roadblocks, time constraints in road haulage, power failures, shortages of raw materials, etc. Failure by the Seller to meet the deadline for delivery due to the above causes does not provide any reason for complaint.
6. The costs of shipping and of other additional services are calculated individually during order placement and confirmation. The Buyer shall cover all other costs that may arise during order completion, fees and taxes applicable at the time the order is processed, unless the Parties agree otherwise.
7. If the Buyer fails to collect the goods within the time specified in the contract, the Seller reserves the right to collect from the Buyer a monthly storage fee of EUR 25/m² of the occupied space.

§4 Payment

1. Payment for a completed order should take place without deductions immediately after receipt of the invoice or according to the agreed payment terms. The deadline in each case is given in days and is counted from the date of invoice issuance.
2. If the Buyer fails to fulfil the payment obligations to the Seller, the Seller reserves the right to:
 - discontinue deliveries until payment is made,
 - suspend all orders after informing the Buyer,
 - request immediate payment.
3. A complaint submitted does not entitle the Buyer to withhold payment for the order.
4. If the Buyer fails to meet a deadline for payment or fails to pay default interest or exceeds the awarded credit limit or takes other steps causing loss suffered by the Seller, the Seller reserves the right to suspend completion of current / new orders, until outstanding liabilities are met.

5. In the case of a delay in payment, the Seller has the right to collect, without additional notice, default interest applicable in commercial transactions at the statutory rate. Interest shall accrue from the day following the due date.
6. In the event of late payment, the Seller, in addition to the principal amount together with interest, is entitled to reimbursement for all costs related to debt collection, legal fees, the costs of enforcement and legal representation.
7. The Buyer is not authorized to reduce the price invoiced by the Seller by any actual or alleged loss suffered or claim asserted / receivable recognized by the Buyer.
8. If the Buyer does not provide the Seller with collateral or is regarded by the Seller as posing the risk of bad debt, or had a debt outstanding for at least 30 days in the last 6 months, further completion of the order placed by the Buyer shall be conditional on an advance in the amount determined by the Seller.
9. The Buyer undertakes to immediately advise the Seller in writing of any change to its registered office or place of residence and the mailing address (including the e-mail address and fax number, if given to the Seller). If the change is not communicated, deliveries made to the address indicated in the order or in signed contracts or other business agreements shall be considered done.

§5 Complaints

1. All complaints about quantity, wrong packaging or damage in transit should be reported to the Seller immediately after receiving the products, not later than within 7 days from delivery, only in writing by e-mail
2. The Buyer should report on damage in transit by completing the Damage Report at receipt of the consignment in the presence of a representative of the carrier; a copy of the Report should be sent by fax or e-mail to the Seller. That document shall provide the basis for accepting the complaint.
3. Failure to file a complaint within the time limit set results in the Buyer losing the right to complaints and rights arising from the warranty.
4. Quality complaints regarding incorrect product parameters only apply to the product that has been stored and used in accordance with the manufacturer's instructions.
5. If a complaint is accepted, the Seller will repair the defective goods, replace the product with a new one, free from defects or agree with the Buyer correction of the commercial invoice, by an appropriate reduction in the value of the products sold as compared to similar products free from defects.
6. The Seller is not responsible for defects caused by improper use or storage of products.
7. The complaint shall be rejected, if the Buyer or a third party uses the product inconsistently with its technical specification.
8. Complaints are handled depending on their type:
 - quantity complaints – up to 5 business days
 - quality complaints – up to 14 business days. In the event of a complaint regarding distributed Goods, the deadline may be extended
9. The Seller shall have the option of product re-inspection at Buyer's or Seller's plant before accepting or dismissing the Buyer's complaint.
10. The Seller does not accept returns of products delivered in accordance with the order placed.

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11. If no detailed arrangements are made that should be included in the Buyer's order or contract, delivery takes place at the discretion of the Seller, without any guarantee of the fastest and cheapest way of shipping of the Goods.

§6 Liability

1. The Seller's liability for failure to fulfil or inadequate fulfilment of the arrangements made is limited to the actual losses suffered by the Buyer, and does not include benefits lost by the Buyer.
2. The Seller shall not be liable for failure to perform or inadequate performance of the contract, including a delay mentioned in the above clause, if this results from an event of force majeure.
3. "Force majeure" is understood as all circumstances that prevent or delay performance of the contract by the Seller, or make its performance excessively expensive compared to the value of undelivered products, due to:
 - a strike;
 - unavailability or delays in deliveries of products, raw materials, materials and services necessary to fulfil the Contract, due to events of force majeure;
 - a war, rebellion;
 - a natural disaster;
 - disruptions in transport.
 - an epidemiological threat

§7 Confidentiality

1. All pieces of information about the Seller's activity, that are not intended for the public as well as the GTCS and the contracts, are confidential. They constitute the trade secret within the meaning of Article 11 of the Unfair Competition Prevention Act of April 16, 1993 (Journal of Laws No. 47, item 211, as amended).
2. The Parties agree that they will not disclose confidential information to third parties or use it for purposes other than fulfilment of their contractual obligations. The Buyer agrees to keep secret Seller's confidential information.
3. If the Buyer is required by absolutely applicable provisions of the law to disclose any trade secret of the Seller, the Buyer shall notify the Seller thereof and shall cooperate with the Seller in order to minimize adverse consequences of disclosure.

§8 Documentation

1. All drawings, technical documents, software, etc. that are provided to the Buyer before or after conclusion of the contract and that may be used for the manufacture or operation of the delivered item or some of its components shall remain the exclusive property of the Seller. Without the agreement of the latter, the Buyer may not use, copy, reproduce or give them to third parties. If the contract is terminated, the Buyer shall return of all those documents to the Seller.

§9 Warranty

1. The Seller guarantees that its Goods are free from major defects in material and workmanship. The warranty does not apply to:

- Goods that have been modified following their delivery and/or are subject to improper handling, storage, installation, operation, or maintenance.
- an item purchased by the Buyer and incorporated in the Goods, unless such item(s) is (are) covered by the warranty, if any, of the original manufacturer.
- an item incorporated in the product and furnished by the Buyer.
- consumable parts,

No warranty for a component part shall extend beyond the warranty period of the device in which such component part is incorporated.

2. Any claim asserted by the Buyer under Seller's warranty must be reported in writing. The Seller shall have the right to inspect the Goods claimed to be defective and shall have the right to determine the cause of such alleged defects.
3. All Goods replaced or repaired by the Seller under its warranty shall be replaced or repaired in the Seller's plant or by a designated service partner.
4. The Buyer assumes full responsibility for use and application of the product. The Buyer accepts the Seller's design and material selection and specifications when placing an order, unless other specifications are agreed in writing by both Parties prior to the manufacture of Goods by the Seller.
5. The standard warranty period for products is 12 months, unless the Parties agree otherwise.

§10 Final Provisions

1. These GTCS are effective as of October 1, 2020.
2. These GTCS do not apply to sales agreements (including framework agreements) concluded before the date indicated in the above clause.
3. The Parties agree that amendments to the GTCS do not require an annex or additional notification of the Buyer, and come into force at the time of their publication on the website of the Seller.
4. Legal relationships between the Buyer and the Seller are governed exclusively by the laws of Poland.
5. If a provision of the GTCS or a contract is found to be void, unlawful or inapplicable for any reason, the other provisions of the GTCS or contract shall remain binding. The document should be then interpreted without the clause considered invalid / inapplicable. Ineffective clauses will be replaced with the relevant provisions of the Polish civil law, corresponding to the nature and purpose of these clauses.
6. If the extent of inapplicability of the clause mentioned in the above paragraph prevents the contract from being performed, the Seller and the Buyer undertake to immediately enter into negotiations in order to replace the clause found to be void with a valid provision, consistent to the greatest extent possible with the original intent contained in the replaced clause.
7. The Seller and the Buyer will seek an amicable settlement of any dispute that may arise during performance of contracts between them and completion of orders subject to the GTCS. This clause does not entail any consent to the arbitration procedure, and such a consent requires a separate agreement in writing. If the Parties fail to reach an amicable settlement, a dispute arising from the legal relationship to which the GTCS apply directly or

indirectly shall be settled by the competent court having jurisdiction over the registered office of the Seller.

8. The Buyer may not assign the rights resulting from the contract concluded or order placed with the Seller to third parties without the written consent of the Seller.
9. By accepting these GTCS, the Buyer agrees to the processing of Buyer's personal data by the Seller and entities acting on Seller's behalf in Poland and abroad, for the purposes of contract performance, and sales of products and services offered by the Seller. The Buyer has all rights resulting from the provisions of Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (GDPR). The Buyer has full rights to inspect his / its own data and correct them.
10. Complete information about obligations of the personal data controller is available at <https://www.wamech.com/polityka-prywatnosci/>
11. Matters not covered by the GTCS shall be governed by the provisions of the Civil Code of June 12, 2003 concerning payment dates in commercial transactions (Journal of Laws No. 139 item 1323).