

General terms and conditions of sale WOLFTEN company with limited liability registered in the National Court Register under number 0000604080

1. General.

1.1 These general terms and conditions of sale refer to the sales and delivery contracts concluded by WOLFTEN Ltd. based in Wrocław with the entrepreneurs i.e. natural persons, legal persons and organizational units which are not legal persons, and which the law confers legal capacity, acting in their own name business or professional activity, as well as natural persons, legal persons, organizational units without legal personality, which the law confers legal capacity, organizing or providing services of a public interest which is not an economic activity within the meaning of the provisions on freedom of business activity.

1.2 The following definitions are introduced for the purposes of this Regulation:

GCS – General conditions of sale of WOLFTEN Ltd

Seller – WOLFTEN Ltd

Buyer – Any entity ordering from the Seller and being a party to the sale or delivery contract with the Seller;

Written notice – Notice made in writing at the premises of the person to whom it is addressed, to the hands of its representative, via the postal operator or the courier service provider, and sent by fax or electronic mail to the e-mail address.

Written request – a request made in writing at the premises of the entity to which it is addressed, to the hands of its representative, via the postal operator or the courier service provider, and sent by fax or e-mail to the e-mail address.

Contract – A contract between the Seller and the Buyer.

2. Range.

2.1. These GCS specify the standard terms under which the Seller delivers products to the Purchaser and applies to all quotations and sales, unless otherwise stated in writing, under pain of nullity of the records different from the general sales conditions (GSC).

2.2. The illegality or unenforceability of any provision of these GSC is without impact to the validity of any remaining GSC regulations.

2.3. The adoption of the GSC with a single contract shall be deemed to be acceptance of all other purchase orders and contracts by the Buyer, until the time when the content is changed, or the acceptance is revoked in writing.

3. Offers and orders.

3.1. The offer submitted by the Seller of the goods shall apply for a period of 7 (seven) days from the date of receipt by the Buyer or until the stocks are exhausted at the Seller's or producer's warehouse. The offer shall cease to apply if the Buyer does not accept the offer unconditionally, by submitting a written order within 7 (seven) days or in the case of exhaustion of the Seller's or producer's stock.

3.2. Bids submitted by the Seller in response to a Buyer's enquiry are valid only with these general sales conditions. No written cancellation of the order immediately after receipt of these GSC results in acceptance by the Buyer.

3.3. While order processing, the Buyer's cancellation is not possible. Alternatively, a submitted statement in this respect has no effect in the relationship between the parties.

4. Prices and payments.

4.1. The prices of the offered products are individually tailored to the needs of the Buyer.

4.2 Any increase in the purchase price of the goods covered by the contract for which the Seller is not liable (for example, an increase in import duties, the increase in prices resulting from the change in exchange rates) is borne by the Buyer to the extent of the actual increase in the level of price-related factors.

4.3. The sales invoices must be paid in the issuing currency within the time limit specified on the invoice.

4.4. In case of late payment, the Buyer will be automatically charged with the interest for the delay. The charge will take place from the day following the end of the payment deadline.

4.5. The date of payment shall be deemed to be the moment of recognition of the payment in the Seller's bank account.

5. Delivery and transportation.

5.1. The delivery date indicated in the offer is an approximate term.

5.2. The extension of the delivery period for which the Seller is not responsible shall not give rise to the Buyer any claims of damages against the Seller, nor shall it be the basis of withdrawal.

5.3. The fulfilment of the order takes place by handing over the goods from the Seller's warehouse.

5.4. The Buyer is obliged to collect the ordered goods within fourteen (14) days of notification by the Seller in writing of the readiness to issue the goods.

5.5. No collection of goods by the Buyer within the period specified in the preceding paragraph of the GSC (5.4) will result in a contractual penalty of 1 (one)% of the gross value of the order from the day following the expiry of 14 (fourteen) days from the notice to the day of collection. The amount of the contractual penalty may not exceed the value of the contract.

5.6. The Buyer, at the time of collection of the goods, is obliged to carefully check it in terms of quantity and quality for visible defects. The Buyer signing the external release document (ER) confirms the conformity of the goods with the order in terms of quantity and no visible defects of the goods.

5.7. Transport costs from the Seller's warehouse to the destination shall be borne by the Buyer.

5.8. Upon written request of the Buyer, the Seller will issue the subject of the contract to the transport company acting on behalf of the Buyer. In this case, the date of delivering the goods

to the Buyer is the date of delivering the goods to a transport company. From this point on, the risk of damage or loss of goods is charged to the Buyer.

6. Technical consultancy.

6.1. The Seller does not provide technical consultancy services. The Buyer is obliged to know the technical parameters to which the ordered goods should suit. The Seller is obliged to provide the Buyer with the goods in accordance with his order. The deviation of the parameters of the goods within the limits of the offered standard does not constitute a defect of the goods and can not be the basis of any claims of the Buyer in relation to the Seller.

6.2. The Seller shall not be liable for the accuracy of the choice of the goods by the Buyer, nor for the correct application of the goods by the Buyer.

7. Warranty and complaints.

7.1. The Seller warrants that the products sold are good quality and correspond to the product information supplied by the Seller. Each of the Seller's products carries its markings.

7.2. The Seller grants two months guarantee for the goods covered by the contract.

7.3. The warranty is provided under the condition a) that, the Buyer transported, stored, transshipped and used the products in accordance with the recommendations given to the Buyer by the Seller and the general rules in force in this respect, b) that the goods covered by the declaration complaint possess the Seller's markings.

7.4. Notification of a complaint requires a written notice, under pain of nullity.

7.5. A complaint should be filed within 14 (fourteen) days of the disclosure of the defect, under pain of loss of warranty.

7.6. The Seller is obliged to respond the complaint notice within thirty (30) days of receipt.

7.7. The Buyer shall be obliged to allow the Seller to properly inspect the products and the area on which they were utilized.

7.8. The Seller is not liable for mechanical damage to the products, as well as damage caused by the operation of high temperatures, elektromechanical contaminants or friction.

7.9. In the case of reasonableness of a complaint, the Seller, in its own (but consulted with the Buyer) selection, will make a reduction in the price of the goods (according to the value loss), replace the goods with a new one within the agreed time with the Buyer or return the price of the defective item to the Buyer.

7.10. If the Seller claims that the complaint has not been considered due to its unreasonability, the Buyer shall pay the Seller's costs to verify the complaint.

8. Certificates.

8.1. Together with the goods, the Buyer will receive a certificate of conformity of the parameters of the goods covered by the contract with the parameters given by the manufacturer.

8.2. At the written request of the Buyer, the Seller shall provide the Buyer, within 14 (fourteen) days of receipt of the request, a photocopy of the attestations of the goods covered by the contract.

8.3. A photocopy of the certificates may be requested by the Buyer within thirty (30) days of the delivery of the goods by the Seller to the Purchaser or on his behalf by the transport company.

9. Contract law and jurisdiction.

9.1. The contract is the subject to the Polish law and the exclusive jurisdiction over the matters resulting from the contract has the Court of General Jurisdiction in Wroclaw.