

**GENERAL TERMS AND CONDITIONS OF SALE**  
**05.06.2019**

**§ 1**

**GENERAL PRINCIPLES**

The subject of these general terms and conditions of sale is to establish mutual rights and obligations resulting from the conclusion of a contract of sale of goods between the Seller and the Buyer.

2. whenever it is referred to:

1) **GTS** - it shall be understood to mean these General Terms and Conditions of Sale, which are the basic contractual template applicable to contracts concluded by the Seller with the Buyer, unless their application has been excluded in an individual sales agreement.

If the Buyer remains in regular business relations, the acceptance of GTS by him/her at the first order shall be deemed their acceptance for all other orders and sales agreements until the time of changing their content or cancelling their application.

2) **Seller** - it shall be understood to mean Wieland Śląskie Metale Sp. z o.o.

3) **Buyer** - it shall be understood to mean a natural person, a legal person or an organizational unit without legal personality, to whom the Act grants legal capacity, purchasing the Goods from the Seller.

4) **Goods** - products made of non-ferrous metals and other products offered by the Seller.

5) **Offer** - a catalogue of current Goods for sale and Goods available on request available on the Seller's website.

**§ 2**

**ORDERS FOR GOODS**

Orders of the Goods are made in writing or in electronic form:

anna.sikora@wieland-slaskie-metale.pl

beata.bober@wieland-slaskie-metale.pl

katarzyna.duda@wieland-slaskie-metale.pl

katarzyna.marcinska@wieland-slaskie-metale.pl

patryk.szczyrek@wieland-slaskie-metale.pl

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Wieslaw.kruzel@wieland-slaskie-metale.pl

Fax + 48 33 333 90 88

Fax + 48 22 637 31 07

The contract shall specify, inter alia

- a. the name of the Goods,
  - b. number of pieces or weight, dimensions of Goods, grade, EN standard
  - c. price of the Goods - in accordance with the Seller's offer,
  - d. the exact address of the Buyer to which the delivery is to be made,
  - e. the proposed delivery date,
  - f. mode of transport
  - g. any information on additional requirements, including approvals, packaging, etc.
  - h. the Buyer's full name or company name at the first order, the Buyer's exact address of residence or registered office, the number under which it is registered in the business register or the KRS number, and also the NIP and REGON numbers.
1. In case of incomplete information in the Order, the Seller may request their supplementation.
  2. By placing an order, the Buyer confirms acceptance of these GTS. In case of lack of acceptance, it should be clearly stated in the order.
  3. Condition of order realization is its acceptance confirmation, in writing or by e-mail by the Seller. Confirmation of order acceptance, the Seller sends to the Buyer in writing or electronically within 7 days from the date of receipt of a complete order. The lack of confirmation within this period means that the order has not been accepted.
  4. Price for the goods sold will be determined each time in the offer and in the confirmation of order acceptance. Prices given in the offer or in the confirmation of the order are valid at the time specified in them.
  5. The delivery dates given by the Seller in the order confirmation are valid for one week of delivery and indicative of the day of delivery. In case of delays in planned deliveries resulting from reasons both dependent and beyond the Seller's control, the Seller is obliged to immediately inform the Buyer about the change of the delivery date, if he has knowledge about it.
  6. The change of the delivery date by the Buyer requires the consent of the Seller and should be notified at least two weeks earlier in relation to the week confirmed by the Seller.
  7. It is allowed to introduce changes in the order execution only by mutual consent expressed in writing or in electronic form.
  8. All information concerning the offered Goods, conversion factors, dimensional and weight tolerances and quality presented in catalogues, advertising brochures, on the website, presented by the Seller shall be for information purposes only. Documents defining in full all technical information are binding national and European standards.

9. The Buyer shall be obliged to know the technical parameters of the ordered goods and the standards defining these parameters.  
The Seller should, if required by the Buyer, confirm the technical data of the goods, attaching a copy of an appropriate certificate of approval or quality certificate to the goods. The Seller may charge a fee for making such a copy in accordance with the applicable rates, unless the parties agree otherwise.
10. If the price is indicated in a currency other than PLN, it shall be converted according to the price quoted in the offer, order confirmation or agreed exchange rate for PLN.
11. The prices in the offer are net prices - do not include VAT.
12. The costs of delivery of goods and other services, such as packaging, foil wrapping, cutting to size, are determined individually when placing an offer or order.
13. Discounts, rebates, discounts, rebates, etc. granted by the Seller shall require individual written arrangements.

### § 3

#### EXECUTION OF THE CONTRACT

1. The Buyer may resign from the execution of the order if he notifies the Seller in writing, not later than within 1 day from the date of placing the order.
2. In such a situation, the Seller may agree to cancel the order without any consequences for the Buyer, unless the ordered Goods were individually prepared for the Buyer or subjected to metal security operations on the LME exchange. Otherwise, the Buyer shall be obliged to pay the price resulting from the offer or order confirmation. This shall also apply if the resignation from the submitted order is notified to the Seller after the lapse of the deadline specified in paragraph 1.
3. The goods shall be collected at the Seller's registered office by the Buyer or delivered to the indicated address of the Buyer in the event of placing an appropriate instruction in the order in this respect. In the event of collection on site, the Buyer shall be obliged to collect the ordered goods within 5 days of written or e-mail notification by the Seller of readiness for collection. After the lapse of this period, the Seller reserves the right to send the goods at the risk of the Buyer to the address and cost of the Buyer. For delay in the acceptance of goods by the Buyer, the Seller may also charge the Buyer with the amount of interest at the statutory rate on the value of uncollected goods - the reserved amount of interest does not exclude the Seller's right to seek compensation on general principles over and above the specified compensation.

4. In the case of planning the shipment of finished goods, the Buyer shall be informed in writing, by phone or e-mail about the planned shipment, and the Buyer shall be obliged to collect the goods.
5. The Seller undertakes each time to ensure the packaging of goods in the manner agreed with the Buyer or in accordance with the standards binding at the Seller. Packaging shall be invoiced together with the goods, included in the price of the goods or returned - depending on the arrangements made by the parties in the order.
6. Payment for the purchased goods shall be made by the Buyer at the agreed time in the order confirmation. Notification of a complaint after receipt of goods does not suspend the obligation to pay.
7. In case of delay in making payment, the Buyer shall pay the Seller statutory or contractual interest. The Seller reserves the right to withhold the shipment of the Goods until the due payment is received.
8. In case of delays in payments for the Goods by the Buyer, the Seller may suspend subsequent deliveries until the time of payment of overdue receivables with interest.
9. In the event that the Parties conduct permanent cooperation, and the Buyer permanently exceeds the payment term granted to him, the Seller has the right to shorten the previously granted period or require cash payment for the Goods.
10. Until the payment is made, the Goods shall remain the property of the Seller. The Seller reserves that the ownership right to the goods sold shall pass to the Buyer only at the moment of payment of the entire price to the Seller.
11. In the event of a combination or mix of items, the parties become co-owners of the whole. The application of Article 193 § 2 of the Civil Code shall be excluded.
12. Until the payment of the total price, the Seller shall have the right to collect the goods in the possession or under the control of the Buyer or a third party to whom the goods have been entrusted. The Buyer shall be obliged to allow the Seller free access to and receipt of such goods.
13. The Buyer bears the risk of loss or damage to the Goods in the period between its release and the transfer of ownership of the goods to his benefit. In the event when the method of delivery of the Goods remains on the Buyer's side, the risk of delivery of the Goods shall pass to the Buyer from the moment of transferring the Goods by the Seller to a person, forwarder or carrier authorized by the Buyer.
14. Upon initiation of bankruptcy or recovery proceedings in relation to the Buyer, he is obliged to mark the Goods being the property of the Seller in a manner indicating the reservation of its ownership right to the benefit of the Seller.

15. In the event of seizure of the Goods being the property of the Seller in the course of enforcement proceedings directed to the property of the Buyer, he shall be obliged to immediately inform the Seller about this fact. At the request of the Seller, the Buyer shall be obliged to immediately provide all information on where the reserved goods are stored. The Seller shall be entitled to collect the Goods reserved for him.
16. During deliveries, due to the nature of the products offered, the Seller reserves the tolerance of quantitative accuracy in the order processing for individual items at the level:
  - +/- 15% for orders from 1 to 500 kg in one assortment,
  - +/- 10% for orders over 1000 kg in one assortment,unless otherwise agreed between the parties.
17. The goods are sold according to the actual weight.
18. In the case of deliveries to the Buyer, the Buyer is to provide the possibility of access to the place of unloading by trucks, provide equipment and people to unload and check the quantity of delivered Goods. For unjustified stopping at the Buyer's premises for more than 0.5 hours, the Seller has the right to charge the Buyer with stopping costs.
19. The Buyer is obliged to check the Goods upon receipt and confirm this fact in the acknowledgement of receipt.
20. Acceptance of goods by the Buyer without reservations shall mean proper delivery of goods in accordance with the order and confirmation.
21. If, due to the type of packaging or for any other reason, it is not possible to perform an objective inspection of the delivered goods, the inspection upon receipt should cover transport documents, the quantity and condition of packaging, gross weight and data concerning the marking of the goods on the packaging as well as damage visible from the outside. As soon as possible, but at the latest when unpacking the goods, a detailed inspection must be carried out before they are used, and the results must be communicated to the Seller without delay, at the latest within 14 days.
22. The Buyer shall be obliged to complete all the formalities described in the above points under pain of losing the right to assert any claims from the Seller.

§ 4

**THE RULES GOVERNING THE DECLARATION AND PROCESSING OF COMPLAINTS ABOUT GOODS**

1. The Seller guarantees the proper quality of goods, in accordance with the standards indicated in the order confirmation. The Seller declares that the goods offered by him are manufactured in accordance with the applicable standards, for which he may submit to the Buyer appropriate copies of certificates and quality certificates, which are added to the delivery free of charge, if the Buyer indicates such a requirement in the order. If, however, the Buyer requires a copy of the attestation or quality certificate to be provided after delivery and does not indicate it in the order, then the Seller will, if possible, make the attestation available for a fee at a price of 50 €/piece.
2. If the quality of the goods is not satisfactory to the Buyer and the goods are manufactured in accordance with the applicable standards, this fact shall not constitute grounds for a complaint, unless the Buyer stipulated additional requirements in the order.
3. The rules for making a complaint:
  - a. All complaints should be submitted immediately after the defects of the Goods are found. The Buyer is obliged to examine the delivered goods for conformity with the order, quantity and quality in terms of defects not hidden at the time of delivery. Justified complaints concerning visible defects in quantity shall be considered only if they are reported on the day of receipt to a representative of the Seller or the Freight Forwarder. An annotation must be made on the consignment note.
  - b. Forwarding complaints (quantitative and concerning the condition of the surface, packaging and packaging) should be reported upon receipt of goods under pain of losing the right to report them at a later date. The condition for handling such complaints is that the delivery documents state the differences in quantity and weight, confirmed by the signatures of the representatives of both parties or, respectively, the persons performing the transport.
  - c. In the case of delivery of goods ordered in units other than weight, e.g. in meters, pieces, the basis for assessment of delivery in terms of quantity is the weight specified in the delivery document. The condition for considering such a complaint is that the delivery documents state differences in weight confirmed by the signatures of the representatives of two parties or, as appropriate, the persons performing the transport.
  - d. Quality complaints about apparent defects (e.g. surface quality, shape, size) should be submitted no later than 14 days from the date of delivery.

- e. Quality complaints against hidden defects, material defects and property of the Goods inconsistent with the standards confirmed in the order (not specified above) shall be accepted up to 12 months from the date of delivery, if no other period of time in the individual order has been agreed. Notification of a hidden defect to the Seller must take place immediately after the existence of the defect.
- f. In cases when the Buyer finds hidden defects during processing of the Goods, for which the Buyer will pursue claims, the Buyer must abandon further processing of the Goods, secure the defective Goods and store them until replacement or return. Consumption of more than 10% of the delivered Goods within one delivery, in relation to which a defect was reported, shall be tantamount to acceptance by the Buyer of the quality of the entire batch of the Goods and waiver of claims.
- g. The Buyer shall be obliged to secure the defective goods in such a way as to enable the Seller to perform appropriate examinations and tests confirming the actual existence of such defects, if any, until the receipt of written information from the Seller. The Buyer shall be obliged to immediately make available to the Seller samples of defective goods necessary to carry out the examination, and also to enable the examination of the Goods on site as well as to provide necessary information concerning the processing technology and conditions in which the Goods were used.
- h. The Seller shall not be liable for the quantity and quality of the products stored in the Buyer's or third parties' warehouses after 14 days from the date of delivery.

#### **4.The complaint should include:**

- a. The date of lodging a complaint by the customer,
- b. Order Confirmation Number/Party,
- c. Date of delivery of the product to the Customer,
- d. Detailed specification of the advertised product (name, size),
- e. Complained quantity,
- f. Quantity of material supplied,
- g. Invoice number,
- h. the date of issue of the invoice,
- i. Reason for complaint with documentation in the form of samples, photographs or description.

The complaint shall be submitted in writing or by e-mail:

anna.sikora@ wieland-slaskie-metale.pl  
beata.bober@ wieland-slaskie-metale.pl  
katarzyna.duda@ wieland-slaskie-metale.pl  
katarzyna.marcinska@ wieland-slaskie-metale.pl  
patryk.szczyrek@wieland-slaskie-metale.pl  
tomasz.surowka@ wieland-slaskie-metal.pl

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Fax + 48 22 637 31 07

## **5. Rules for handling complaints**

1. The Seller shall consider the complaint within 21 days from the date of its submission. The Seller reserves the right to extend the indicated period of investigation of the complaint by an appropriate time necessary to perform certain additional activities, such as waiting for additional samples, the necessary trip to the customer, waiting for the goods to be returned to the Seller. The Seller shall immediately inform the Buyer about the extension of the deadline in writing or by e-mail.
2. If the Seller accepts the legitimacy of the complaint, he has the exclusive right to decide whether the defective product should be scrapped at the Customer's premises or sent back to the Seller at his (Seller's) expense.
3. The Seller's obligation to acknowledge the complaint includes, at the discretion of the Seller, the obligation to replace the defective Goods with defect-free Goods or to reduce the price proportionally or return the defective Goods.
4. The Seller's liability is limited to the amount not exceeding the value of the defective Goods plus any possible costs of delivery/transport. The Seller's liability related to the conclusion of the contract or sale of goods does not include repair of damages related to expected benefits, lost profit, production losses, loss of market reputation, etc. The Seller's liability shall not include repair of damages related to expected benefits, lost profit, production losses, loss of market reputation, etc.
5. The Parties exclude the Seller's codex liability under the warranty pursuant to Article 558 of the Civil Code.
6. Warranty rights for physical defects expire after 12 months counting from the date when the goods were handed over to the Buyer.
7. The Seller shall refuse to accept the complaint if the Goods have been improperly used or stored by the Buyer.
8. Complaints concerning defects occurring in transport shall be considered according to the rules specified in INCOTERMS 2020.
9. The Seller shall not be liable for the suitability of the delivered goods for the purposes desired by the Buyer, in accordance with the order, unless otherwise agreed.

## **§ 5**

### **Final provisions**

1. The assignment of rights resulting from the agreement concluded with the Buyer or the order placed with third parties is not allowed without the written consent of the Seller.



2. In the scope of matters not regulated by this agreement, the relevant provisions of the Polish law shall apply.
3. If there is no possibility of an amicable settlement, disputes arising in connection with orders placed shall be settled by a common court of law - a Polish court competent for the place of the Seller's registered office in Bielsko-Biała.
4. The parties are released from liability for non-performance of the contract in case of "force majeure". The Party affected by a case of "force majeure" is obliged to notify the other Party immediately in writing. The occurrence of a case of "force majeure" shall not affect, however, the Buyer's obligation to pay the Seller for the delivered goods.
5. In the case of different language versions of these GTS, the Polish version shall apply in case of discrepancies.
6. In case of disputes, the provisions of the Polish law shall apply.
7. The Buyer is entitled to all rights in accordance with the provisions of the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926, as amended), and in particular the right to inspect his own personal data.
8. In matters not regulated by the provisions of these GTS, the provisions of the Code shall apply accordingly.