

General Terms and Conditions of Sale and Delivery and Provision of Services by Marcin Werner, a sole trader under the name MARCIN WERNER VORSTER

I. DEFINITIONS:

1. Supplier - Marcin Werner, a sole trader under the name Marcin Werner Vorster ul. Andrzeja Struga 9-11, 98-220 Zduńska Wola, NIP: 8291588716, REGON: 101060923.
2. Confidential information - all information of the Supplier of technical, technological and organizational nature, made available to the Purchaser in any form, regardless of whether it has been marked as "confidential" or not, especially ideas, techniques, technologies, diagrams, drawings, objects of copyrights, models, inventions, know-how, devices, applied software and security systems, information concerning tests and their results, experience, The Supplier's business partners, investors and employees and their contact details, business and contractual relationships, business forecasts, marketing plans, confidential information of third parties (to the extent permitted), or other information of economic value, the use, transfer or disclosure of which to an unauthorized person could damage Supplier's interests.
3. Purchaser - any entity purchasing Products offered by the Supplier or ordering services performed by the Supplier.
4. GTC - these General Terms and Conditions of Sale and Delivery and Performance of Services.
5. Product - any movable items which the Purchaser has ordered from the Supplier to be made and/or purchased in accordance with the generic, quantity and quality specifications.
6. Force majeure - any circumstances, regardless of whether they were foreseeable at the time of concluding the Agreement, as a result of which the performance of the order by the Supplier is impossible, problematic or disproportionately costly, to the extent that the Supplier cannot be required to perform the agreement, strike, lack of supply of Products, materials or services to the Supplier, which Products, materials and services are necessary to perform the Purchaser's orders, war, natural disasters, other similar events.
7. Service - all works which the Purchaser ordered from the Supplier, according to the generic specification of quantity and quality.

II. GENERAL PROVISIONS

1. These Terms and Conditions shall apply to sales and deliveries of Products offered by the Supplier and Services provided by the Supplier excluding any general terms and conditions of purchase/delivery applicable to the Purchaser, even if their validity has not been expressly challenged.
2. The GTC are communicated to the Purchaser through the relevant information on the offer or order confirmation document and made available on vorster.pl website. If the Purchaser is in permanent business relations with the Supplier, the acceptance by the Purchaser of the GTC for one order is accepted for all other orders and contracts of sale, delivery or order (performing services).
3. The Supplier reserves the right to make changes to the GTC. Any changes introduced to the GTC will be considered as confirmed if the Purchaser does not deliver the written objection within 5 working days since receiving the GTC or placing them on the Supplier's website - vorster.pl.
4. The GTC constitute an integral part of the contract concluded between the Purchaser and the Supplier. If the Parties have agreed on their rights and obligations in the form of a separate written agreement, the provisions of the written agreement shall apply in the first place and the provisions of the GTC shall apply to the extent not covered by the agreement.
5. The provisions of these GTC do not exclude or limit in any way the rights and claims of the Supplier against the Purchaser, which result from the mandatory law.

III. ORDERING

1. The basis for concluding the contract is the Purchaser's order submitted in response to the Supplier's offer. In case of any change in the offer or reservations to the Purchaser's order, the agreement will be concluded only after the Supplier confirms the acceptance of the order with changes or reservations. Failure to confirm such an order is tantamount to the fact that the sales contract has not been concluded. The parties exclude any right to enter into an agreement tacitly (implied).

2. If the Purchaser places an order without receiving a prior written offer (e.g. on the basis of an invitation to negotiate, etc.), a written confirmation of the Supplier's acceptance of the order is required to conclude a contract. The provisions of the third and fourth sentences of paragraph 1 shall apply mutatis mutandis.
3. The Supplier shall not be obliged to accept and perform the Purchaser's order.
4. All agreements, assurances, promises and guarantees made orally by the Supplier's employees in connection with concluding a contract or submitting an offer are not binding.
5. For the validity of the conclusion of the contract or its amendment, all declarations exchanged between the parties should be delivered to the other party in writing by post, fax or e-mail. This provision applies in particular to tenders, orders and contract confirmations.
6. Any catalogues, presentations, etc. of the Supplier's materials, including those bearing the features of an offer (including the name "offer"), addressed both to the general public and to a specifically designated Purchaser, are of an exclusively informative and non-binding nature, constituting only an invitation to place orders by the Purchaser. Under no circumstances shall they constitute an offer within the meaning of Article 66 et seq. of the Civil Code, unless the Supplier expressly agrees in writing to such treatment.

IV. DELIVERY

1. The ordered Products will be delivered in accordance with the Purchaser's order confirmed by the Supplier.
2. Unless the parties have agreed otherwise, delivery of the Products shall be made according to Incoterms 2010 EXW rules
3. The risks, benefits and burdens associated with the Products shall pass to the Purchaser on the day of delivery in accordance with paragraph 2. If the delivery of the Products is delayed for reasons attributable to the Purchaser, the risks, benefits and burdens associated with the Products shall pass to the Purchaser on the day the Supplier notifies the Purchaser that the Products are ready for delivery.
4. Transport and/or other additional services will be arranged or provided by the Supplier only if agreed upon by the Parties. Unless otherwise agreed by the parties, the Purchaser bears all risks, obligations and liabilities in connection with such services, and the services will be provided in the name and/or on behalf of the Purchaser.
5. The delivery date is subject to receipt in due time of complete documentation from the Purchaser and compliance with the agreed terms of payment and other obligations of the Purchaser.
6. The delivery date shall be deemed to have been met if the notification of readiness to collect the goods was made on the agreed date, despite the fact that actual collection did not take place for reasons beyond the Supplier's control.
7. If the Purchaser does not collect the Product or refuses to collect it within the set time limit, the Supplier shall have the right to place the Product in the warehouse at the cost and risk of the Purchaser and to demand from it the reimbursement of transport costs.
8. If the delay in the collection of the Product exceeds the period of 10 working days in relation to the date of leaving the Product at the disposal of the Purchaser or if the Purchaser refuses to accept the Product, the Supplier has the right to withdraw from the contract or sell the Product at the expense and risk of the Purchaser.

V. COMPLAINTS

1. The Purchaser is obliged to examine the Products in terms of quantity and quality immediately upon collection.
2. Quality complaints concerning overt defects must be reported immediately upon delivery of the Product, and hidden defects within 5 working days of their detection, under pain of losing warranty rights.
3. The time limit for the Purchaser's claim under the complaint is 21 working days from the date of the complaint. If the producer's participation is necessary to consider the complaint, in particular due to the necessity to send the Product to the producer, the time limit for the recognition of the Purchaser's claim under the statutory warranty shall be extended by the time necessary to examine the sold Product. In such a case, the Purchaser shall be notified individually of the time limit for the statutory warranty claim.
4. Acceptance of the Product without reservations means its proper delivery by the Supplier.
5. It is presumed that the person collecting the Product on behalf of the Purchaser has the appropriate authority to do so.

VI. PRICE AND PAYMENT CONDITIONS

1. The prices contained in all letters, price lists and information on the Supplier's website, also entitled "offer", are for informational purposes only, unless otherwise stated.
2. If the content of the parties' agreements does not indicate whether the prices in question are net or gross, they will always be deemed to be net prices to which Value Added Tax (VAT) will be added at the applicable amount and rate for the Product in question. The Supplier reserves the right to change the price of the Product in the event of a change in VAT or other forms of taxation.
3. The Purchaser is obliged to pay in the manner and under the conditions specified in the Purchaser's order and/or VAT invoice confirmed by the Supplier.
4. In case of the Purchaser's delay in paying for the delivered or ordered Product, the Supplier is entitled to:
 - a) demand payment of interest in the amount of statutory interest for delay or in the amount of statutory interest for late payment in commercial transactions,
 - b) to refrain from providing further performance until the outstanding claim has been settled (including incidental claims) or to demand adequate security for payment and/or,
 - c) withdraw from the contract and demand the return of the Products, without compensation to the Purchaser and/or,
 - d) depriving the Purchaser of the entitlement to all discounts, rebates, bonuses, turnover bonuses, etc. granted to him.
5. The Supplier shall be entitled to set off payments made by the Purchaser, against the debt due first and, in the case of several debts, against the debt due the longest.
6. If, after the Parties conclude a contract for the sale or supply of the Products, reasonable doubts arise as to the Buyer's solvency or creditworthiness, or if this fact - occurring at the time of concluding the contract - becomes apparent only later, the Supplier may refrain from performing the next performance until the overdue payment has been settled (including ancillary receivables such as interest and costs) or demand appropriate payment security, and all obligations of the Buyer become immediately due. In case of refusal or non-fulfillment of the demand for payment or provision of security, the Supplier may withdraw from the contract within 5 working days, without compensation for the Purchaser.
7. The day of crediting the Supplier's bank account shall be considered the day of payment.

VII. OWNERSHIP

1. The ownership of the Products shall only pass to the Purchaser upon payment of the total price of the ordered Product together with any incidental charges (interest, costs).
2. The reservation of ownership to the Supplier shall also remain in force if the Products are combined with other items.
3. Products, in respect of which the Supplier's ownership is used, should be visibly marked by the Purchaser as being the Supplier's property, all costs in this respect shall be borne by the Purchaser.
4. The Purchaser shall not be entitled to encumber Products that are the Supplier's property with any rights.
5. The Purchaser authorizes the Supplier to control the implementation of provisions concerning the reservation of ownership, this authorization is not subject to any restrictions on the part of the Purchaser.

VIII. WARRANTY

1. The Supplier hereby grants the Purchaser a warranty of proper functioning of the purchased Products.
2. Unless the parties have agreed otherwise and unless the Manufacturer has provided a different warranty period, the warranty for the purchased Products shall be valid for a period of 12 months from the date of delivery of the Product.
3. The warranty does not cover:
 - a) damage to the Product caused by its user as a result of improper or inconsistent use of the Product, including its installation, installation and maintenance;
 - b) damage to the Product caused by the use of improper consumables;
 - c) damage to the Product resulting from its repair by unauthorized persons;
 - d) alterations and structural changes made by unauthorized persons;

- e) of wear and tear.
- 4. The warranty applies only to the first Buyer.
- 5. The Purchaser declares that it will not claim any claims against the Supplier for any downtime arising a result of the Product delivered by the Supplier regardless of the reasons that caused such downtime.

IX. SUPPLIER LIABILITY

1. The Supplier shall not be liable for non-performance or improper performance of its obligations if such nonperformance or improper performance was caused by force majeure.
2. The Supplier shall only be liable for the Product having certain features or for the suitability of the supplied Product for the purposes desired by the Purchaser if it has given the Purchaser a written assurance that the Product has certain features or that it is suitable for these purposes.
3. The Supplier shall not be liable for damage caused by the Product after its receipt by the Purchaser, in particular the Supplier shall not be liable for damage resulting from the result:
 - a) the unloading of the Product
 - b) use the Product in a manner inconsistent with its intended use and technical properties,
 - c) third parties' implementation and design errors
 - d) failure to comply with the manufacturer's recommendations and instructions,
 - e) of not complying with safety regulations,
 - f) incorrect storage of the Product;
4. The Supplier shall not be liable for indirect losses, consequential losses, loss of profits, losses due to business interruption, non-economic losses, direct commercial losses and other types of financial losses, including any possible claims by third parties in the broadest sense of the word, claims by end users and Purchaser's staff.
5. In any case, the Supplier's liability towards the Purchaser shall be limited to the net value of the Products being ordered.

X. CONFIDENTIALITY

1. The Purchaser undertakes to keep the received Confidential Information strictly confidential and not to disclose it to third parties and undertakes not to use the Confidential Information for purposes other than the execution of the order.
2. The obligation of confidentiality binds the Purchaser indefinitely.
3. The confidentiality obligations set out in this paragraph shall not apply to information:
 - a) which are generally known or have been made public without breaching the obligation to keep them confidential;
 - b) in cases where the Supplier has agreed in writing to their disclosure;
 - c) to information that is required to be disclosed to public authorities, in accordance with generally applicable law or a valid court decision.
4. If the Purchaser discloses Confidential Information to other entities (third parties), the Purchaser shall be fully responsible for the acts and omissions of such entities as for its own.

XI. FINAL PROVISIONS

1. This GTC shall not be enforceable by any person or entity who or which is not a party hereto. The Purchaser may not assign the rights and obligations by virtue of the contract party connecting the Buyer to a third party without prior written consent of the Supplier.
2. In matters not regulated in these GTC, the provisions of generally applicable law shall apply, in particular the provisions of the Polish Civil Code.
3. This GTC has been prepared and executed in the Polish and English language. In case of any conflict or inconsistency between the Polish language version and any translation hereof made for any purpose, the Polish language shall govern the interpretation and construction hereof, and for any and all other purposes, except as may be required by applicable law.
4. In the event that individual provisions of the GTC are found to be invalid or not to have the intended legal effect, this will not affect the validity or effectiveness of the remaining provisions of the GTC.

5. This GTC shall be governed by and construed in accordance with the laws of Poland and without regard to the conflicts law principles thereof.
6. Purchaser hereby irrevocably submits to the jurisdiction of court sitting in Poland – accordingly to the address of the Supplier - over any action or proceeding arising out of or relating to this agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such court.
7. These GTC shall apply from **10 July 2019**.
8. Except as otherwise provided in this GTC, any amendment or modification to this agreement or its schedules must be in writing signed by both parties.