

General Terms and Conditions of Sale

§1

Definitions

1. **„GTCS”** – General Terms and Conditions of Sale
2. **„Agreement”** – sales contract of Goods/Services concluded between the Seller and the Buyer, whereas „Order Confirmation” accepted by the Seller as well as by the Buyer is treated as an Agreement.
3. **„Order Confirmation”** – an electronic document issued with the use of Buyer’s internal system.
4. **„Seller”** – Walcownia Metali Nieżelaznych “Łabędy” S.A., Metalowców 6 St., 44-109 Gliwice.
5. **„Buyer”** – an entity which concluded an Agreement with the Seller.
6. **„Parties”** – the Seller and the Buyer.
7. **„Goods”** – a product or products that is/are being a subject of an Agreement posing as a final result of technological process.
8. **„Service”** – A set of actions being a subject of an Agreement, constituting the entire technological process with the use of the Buyer’s raw material.

§ 2

Preliminary Provisions

1. The „GTCS” determine rights and obligations of the Parties as well as the rules of concluding of the Goods and Services sales Agreements.
2. The „GTCS” is an integral part of a total sum of Agreements concluded between the Seller and the Buyer, unless the Parties agree otherwise in a written form.
3. In the event of discrepancies between the provisions of the „GTCS” and the Agreement, the provisions of the Agreement shall prevail.
4. All oral statements of the Parties shall be binding only if confirmed in a written or electronic form (art. 781 of the Civil Code) or in the manner indicated in §2 point 2 or 4.
5. All information contained in catalogues, advertising materials and the Seller's website do not constitute an offer within the meaning of the Civil Code and have informational purposes only.

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Order/ Agreement

1. An Order should consist of: type of the Goods/Service, alloy’s grade, temper, quantity, dimensions and other necessary information about any additional requirements.
2. An Order should be placed with the use of an electronic mail send to the e-mail address:

handel@wmn.com.pl, as well as to the personal email addresses of Sales Department employees.

3. Placing of an Order by the Buyer is not binding for the Seller and the lack of response to the Order cannot be interpreted as concluding of an Agreement.
4. The Seller sends to the Buyer, with the use of electronic mail, an Order Confirmation which contains: net price of Goods/Services, quantities, planned lead time, payment terms and conditions and other additional costs resulting from particular transaction.
5. In the implementation of any Agreement, a weight tolerance of +/- 15% for the Orders up to 1000 kg of one type of Goods (product, certain alloy, one position), and +/- 10% for the Orders over 1000 kg of particular Goods are accepted.
6. The lack of objections raised via an electronic mail form by a Buyer until 2 P.M. on the next working day, counting from the date of sending of the Order Confirmation means conclusion of the Agreement between the Seller and the Buyer in accordance with the rules and conditions stipulated in the Order Confirmation, as well as arising from the provisions of the „GTCS”.
7. Any amendments and changes to the implementation of the Order are allowed only after mutual consent of both Parties.
8. In the event of a withdrawal from the Agreement due to reasons attributable to the Buyer, the Seller reserves the right to charge the Buyer with an actual costs that arose until the date of cancellation.
9. The Seller is not responsible, if the execution of the Order is impossible or delayed due to a failure. The Seller is obliged to immediately inform the Buyer about the causes of delay or impossibility to execute the Order, unless the circumstances prevent such notification. If a delay exceeds 30 days, each Party has a right to withdraw from the Agreement without the right to claim any compensation.
10. Placing of an Order is unequivocal with the acceptance of „GTCS”.

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Payment Conditions/ Pricing

1. All prices given in an Order Confirmation are net prices, to which VAT should be added in the amount specified by applicable regulations.
2. The amount of money indicated on an Order Confirmation is increased by the bail in the amount of 120PLN net for the packing.
3. The payment for purchased Goods/Services shall be transferred to the Seller’s bank account upon the basis of attached VAT or Proforma invoice.
4. The Buyer is not entitled to withhold a payment for the Goods / Service due to reported complaints or other claims related to the implementation of an Agreement.
5. The Goods ordered by the Buyer remain the property of the Seller until the corresponding invoice issued by the Seller is fully paid.
6. In the event of crossing the deadline of payment time by the Buyer, the Seller reserves the right to suspend the shipment of Goods until the corresponding invoice is fully paid. Moreover, the Seller is entitled to charge the Buyer with the statutory interests for delays in a commercial transactions.

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Delivery/receipt

1. The risk is transferred in accordance with the INCOTERMS rules specified in an Order Confirmation.
2. The Buyer is obliged to collect Goods at the time and place indicated in the Order Confirmation.
3. In the event of a delay in receipt of Goods, the Seller has the right to charge a contractual penalty in the amount of 0.3% of the gross price of the Goods / Service for an each day of a delay.
4. If the Goods are collected from the Seller's premises by a person designated by the Buyer, that person should have a written authorization to collect it, unless the collection is made by the owner of the company or a person entered in the National Court Register as authorized to represent the Buyer.
5. During the collection, the Buyer is obliged to check the compliance of Goods with an Agreement, especially in terms of quantity and quality regarding non-hidden defects at the time of delivery in the presence of the Seller's employee or a carrier. In the event of irregularities, Buyer is obliged to immediately draw up a report with the participation of a carrier and submit it altogether with a complaint form to the Seller on the next working day from the date of receipt. After this date, the quantity of the Goods is deemed to be consistent with the delivery documents and that it have not been damaged.
6. The signing of the Goods delivery / receipt document by the Buyer or his authorized representative means that the Buyer has no objections against the delivery status.

§6

Complaint

1. All complaints should be submitted using an appropriate complaint form, which is located at the website www.wmn.com.pl in the "downloadable documents" tab, by sending it by traditional mail or e-mail.
2. After the receipt of a complaint, the Buyer will be informed by an e-mail about further steps of the action.
3. Quality complaints regarding visible defects should be submitted immediately, but not later than within 7 days from the date of receipt, under pain of considering the complaint as unfounded.
4. Complaints regarding hidden defects should be reported immediately, but not later than within 12 months from the date of issuing of an invoice, otherwise the complaint will not be considered.
5. Buyer is obliged to provide the Seller with the samples of the complaint Goods for the examination, at his own expense.
6. The complaint in particular does not include:
 - 6.1 Surface defects resulting from an improper way of storing of the Goods at the Buyer's warehouse.
 - 6.2 Defects resulting from a mechanical damage during transportation and / or at the Buyer's warehouse.
 - 6.3 Defects resulting from force majeure events such as fire or flood at the Buyer's warehouse.
7. The Seller reserves the right not to accept the complaint in the event of failure to receive the appropriate

number of samples from the Buyer showing that the Product was not manufactured in accordance with the Agreement.

8. Any complaint will be handled within 21 working days from the date of delivery of correct and complete notification in accordance with the point 1 §6. If it is necessary to conduct additional tests, expert opinions or inspections necessary to determine a direct cause of the defects, the time limit for consideration may be extended by the time necessary to perform the above activities.
9. In case the Seller accepts the claim as justified, the Seller has the sole right to decide whether to scrap the Goods at the Buyer's site or to send it back to the Seller.
10. Any returned Goods should be delivered unchanged, it means: undamaged, with no traces of use and dirt, otherwise it will be sent back to the Buyer at his own expense under the pain that the complaint will not be considered.
11. In the event of discrepancies between the Parties in the assessment of the submitted complaint, the cost of the test performed by an independent accredited laboratory selected by the Parties shall be borne by the Seller if the complaint is justified, otherwise the cost of the test is covered by the Buyer.

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Force Majeure

1. The Seller is not responsible for non-performance or unreasonable execution of the Agreement, if this is due to extraordinary events occurring out of its control, especially an act of a legal authority or of a higher authority.
2. Force majeure is considered to be e.g. natural disaster, war, state of emergency, civil unrest, terrorist act, mobilization, shortage of raw materials, transport shortage, strike, energy failure, flood, hurricane, tornado, fire.
3. Force majeure authorizes the Parties to withdraw from the contract overall or partially without any liability for damages.

§8

Final Provisions

1. Regarding any matters not regulated in these GTCS, the provisions of the Civil Code shall apply.
2. If particular provisions of these GTCS are invalid as a result of introduction of different statutory regulations, the remaining provisions shall remain valid.
3. The Seller and the Buyer will endeavour to settle all disputes resulting from implementation of an Agreement. If it is impossible to settle the matter amicably, the appropriate court to settle a dispute will be the court appropriate for the seat of the Seller.
4. These GTCS are valid from January 1, 2023.