

General Sales Terms and Conditions of WireCo Poland Sp. z o.o.

1. General resolutions

These general Sales Terms and Conditions are an integral part of orders for wholesome products and goods placed by the Buyer, acknowledged and accepted for execution by the Seller.

2. Property ownership right

2.1 The products shall be in the Seller's ownership by the time of making all payments that have to be paid by the Buyer on the basis of any contract concluded between the Buyer and the Seller and on the basis of any other grounds which have been agreed on full and unexceptionally.

2.2 By the time of full payment, the Buyer shall store the products fully insured against any losses or damages, fire, theft or any other risk that is usually included in the insurance of a business of the type run by the Buyer, to the amount of the stored products' value.

3. The way of ordering

3.1 The placed orders shall have all information required for correct determination of the Buyer's needs and requirements.

3.2 The orders are accepted in a monthly or quarterly system, depending on the assortment. The Seller is obliged to determine the period of execution.

3.3 The order is acknowledged to be accepted for execution after a written confirmation of the Seller.

3.4 The Buyer may only change or cancel the confirmed orders after the Seller's consent.

3.5 The Buyer is obliged to collect the products produced in accordance with the order. In case of refusal or failure to respond to the Seller's call to collect the product, the Seller may charge the Buyer for the costs of the ordered product along with the costs of delivery to the address indicated in the order.

4. Prices

4.1 ROPES. The general rule is that in the case of rope deliveries, the product prices on the date of order confirmation shall apply, unless the contract between the Seller and the Buyer provides otherwise. Due to price fluctuations on the raw material market, in the event that the basic costs of the product (raw material costs, production costs) increase from the date of order confirmation to the date of shipment, the Seller may increase the price of the product by additional costs, to which the Buyer agrees when placing the order. For the purposes of these Terms of Sale, the additional cost of purchasing ropes is referred to as "surcharge". The value of the surcharge is published on an ongoing basis on the website: <https://wireco.com/company/surcharge/>. The Buyer will be informed of any change in the price of the ropes before the final invoice is issued.

4.2 Before submitting or confirming the order, the Buyer is obliged to verify the amount of any additional payment, the value of which is available on the website <https://wireco.com/company/surcharge/>.

4.3 WIRE. The general rule is that for wire deliveries, the prices of the product on the date of order confirmation shall apply, unless the contract between the Seller and the Buyer provides otherwise. Due to price fluctuations on the raw material market, in the event that the basic costs of the product (raw material costs, production costs) increase from the date of order confirmation to the date of shipment, the Seller may increase the price of the product by additional costs, to which the Buyer agrees when placing the order. The Buyer will be informed of any change in the price of the wire before the final invoice is issued, and the costs will be documented and presented to the Buyer.

4.4 The prices shall be calculated on the basis of FCA Włocławek and includes loading costs at the Seller's, unless the contract between the Seller and the Buyer decides another way.

4.5 Any applicable ad valorem duties or tariffs and any other import fees and taxes imposed on the products at the time of shipment will be applied to the invoice.

5. Payment conditions

5.1 The condition of running the production and deliveries is the financial protection of transaction (in the form determined in the contract between the Buyer and the Seller) or obtaining a credit limit by an insurance company cooperating with the Seller. In case of lack of these forms of protections, the sales may take place only in a way of advance/cash payment, at least on the day of collection of the product. The orders amounting to PLN 3,500 at most, are executed only for prepay.

5.2 The amount of the protection or the obtained credit limit is the amount of maximum debt if the Buyer towards the Seller. If the total debt exceeds the amount of the credit limit (the protection), the Seller shall have the right to stop the deliveries and all resulting consequences are suffered by the buyer.

5.3 The Seller reserves the right to stop the deliveries also in the situation of any payment delays by the Buyer by more than 10 days.

5.4 The date of payment is the day of the receipt of the funds in the Seller's account. Bank charges, commissions and other fees paid by the Buyer.

5.5 In case of the payment delay, the Seller shall have the right to charge the Buyer for any statutory instalments.

5.6 In case of not fulfilling the payment conditions, or as a result of the conditions, which the Seller became aware of after the confirmation of the order that may influence the credit rating of the Buyer, all claims of the Seller shall become required and any further deliveries shall be executed only in case of making any advanced payment or bank guarantee by the Buyer.

5.7 The Seller reserves the right to charge the Buyer with all the costs relative to debt collection incurred by the Seller.

6. Delivery

6.1 The risk of looping or damaging the product shall be transferred to the Buyer upon giving out the Buyer the product, in accordance with the order conditions on the basis of INCOTERMS 2010.

6.2 The execution of partial deliveries is allowed.

6.3 If Seller notifies the Buyer that the products or goods are ready for shipment and the Buyer does not accept the delivery, then such products and goods shall be stored at the risk of the Buyer and are deemed for purposes of payment to have been delivered and the Buyer shall be responsible for any additional costs as a result; in such cases, Seller reserves the right to store the products and goods on Seller's premises and to charge storage fees to the Buyer, or to hand the products and goods over to a shipping agent, at the cost and risk of the Buyer.

7. Complaints

7.1 The quality and usage value of the products is determined by technological parameters resulting from binding norm and technological conditions. The warranty expires after one year from delivery.

7.2 Any quantity shortages and quality faults must be immediately reported by the Buyer in a written form of complaint - in accordance with the Civil Code and the Shipping Law.

7.3 By the time of investigating the quality complaint, the questioned product must be kept at the Seller's disposal.

7.4 The quantity complaint shall be investigated by the Seller within 14 days from the date of its correct reporting, and the quality complaint within 30 days. The correct reporting is written information about the complaint along with the delivery of samples of the complained product or allowing to take such samples by the Seller. Not answering to the complaint within the periods referred to hereinabove shall be treated as acknowledging this complaint.

7.5 Reporting the complaint by the Buyer shall not mean that he is exempt from the requirement of paying for the whole delivery.

7.6 The liability of the Seller due to guarantee, as well as due to non-performance or faulty performance of the obligations resulting from the Contract, or orders received cannot exceed the amount being the price of the goods purchased in relations to which the Buyer has lodged his claim. This limitation does not cover the liability for any damages due to intentional guilt or consumer rights, unless they result from the local law.

7.7 Buyer agrees that in no event shall seller's liability to buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, labor, fuel, power and loss or damage to property or equipment.

7.8 In transactions concluded between business enterprises, the Buyer and the Seller agree to exclude the rights under the consumer's warranty, to which the Buyer agrees when placing the order.

8. Returnable packaging

8.1 The Buyer shall be obliged to return the returnable packaging within the period determined in the contract or in shipping documents.

8.2 The value of the packaging shall be determined in a pro forma invoice.

8.3 In case of not returning of the packaging within the determined period or of returning injured/damaged packaging, the Buyer shall be obliged to pay the amount determined in the pro forma invoice being an equivalent of the market price of new packaging.

9. Force majeure

The Seller shall not be responsible for an impossibility to execute an order resulting from the conditions, which lies beyond the Seller's influence, being of the force majeure nature. The force majeure includes but is not limited to: flood, hurricane, earthquake, fire, war, epidemic or pandemic; nationwide riots, lockouts, and any such event claimed by a supplier or subcontractor of Seller (a "Force Majeure Event"). If Seller claims a Force Majeure Event and, as a result of such Force Majeure Event, the cost of the raw materials is increased, the price of the Products shall be increased accordingly upon substantiated documentation provided by Seller. If Seller determines that its ability to supply the total demand for the Product, or to obtain material used directly or indirectly in the manufacture of the Product, is hindered, limited or made impracticable due to a Force Majeure Event, Seller may allocate its available supply of the Product or such material (without obligation to acquire other supplies of any such Product or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. Final resolutions

10.1 Any cases not regulated with these terms and conditions shall be settled on the basis of any appropriate provisions of the Civil Code and the Trade Companies Code.

10.2 Any disputes resulting from this contract shall be settled by the court appropriate in terms of location and subject, to the Seller's registered office.

10.3 In case of any discrepancies in the contents of the contract or the general sales terms and conditions, the Polish copy and any binding provisions of Polish law shall be applicable for interpretation.

10.4 Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the jurisdictions in which Seller or Buyer is established or from which the goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, re-export, divert, or transship the goods in violation of such applicable laws, regulations, orders or requirements. In connection with the transactions contemplated by this agreement, Buyer is familiar with and shall fully comply with all applicable laws, regulations, rules, and other requirements of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, transfer and disposal of the goods. If Buyer imports or exports the goods in violation of any applicable law, regulation or rule, Buyer shall be solely responsible for any fines or penalties imposed by competent authorities and shall indemnify and hold Seller harmless for any fines, penalties, and costs (including legal fees) incurred by Seller in connection with Buyer's violation.

10.5 If any of the provisions of the general terms and conditions becomes or is held invalid or unenforceable, all other provisions hereof shall remain in full force and unaffected.