

**The general terms and conditions of  
sale applied by Wartmann Base Sp. z o.o.  
Valid from 21-03-2017**

**I. The scope of the general terms and conditions of sale**

1. The general terms and conditions of sale, hereinafter referred to as the GTCS, shall govern the rules of conclusion and management of the contracts for sale of goods and the provision of services offered by the Wartmann Base Sp. z o.o. with its registered office in Koszwały, ul. Spacerowa 29 (83-020 Cedry Wielkie), entered into the register of entrepreneurs of the National Court Register kept by the District Court in Gdańsk-Północ in Gdańsk, the 7th Economic Department of the National Court Register under KRS [National Court Register Number] 0000541589, hereinafter referred to as the Seller – with the contractors that are not consumers within the meaning of article 22<sup>1</sup> of the Civil Code, and holding gainful economic activities in organized and continuous manner, hereinafter referred to as the Ordering Party, and hereinafter jointly referred to as the Parties.
2. These GTCS shall form an integral part of all contracts for sale and provision of services concluded by the Seller with the Ordering Party, and shall apply to them unless explicitly otherwise agreed by the Parties. Any provisions differing from the GTCS and additional agreements between the Parties shall be made in writing otherwise being null and void.
3. Different forms of contracts applied by the Ordering Party (in particular the general terms and forms of contracts, regulations) shall not be binding for the Seller unless both Parties have agreed their validity, in whole or in part, in writing to be null and void. Since the moment of submission of such statements, the contracts forms of the Ordering Party shall be applied to a particular contract, concluded with the Seller. The provision of consent to use the contract forms applied by the Ordering Party in respect of a particular contract shall not mean that they are or shall be applied to other contracts concluded between the Ordering Party and the Seller.
4. The GTCS shall be provided to the Ordering Party with an e-mail message or letter, containing the offer document or order confirmation.
5. The GTCS shall be binding for the Ordering Party, as soon as it has obtained from the Seller the statement about accepting the order for execution, which included the information about the GTCS and making it available on the website referred to in section I.7 unless the Ordering Party has obtained this information earlier.
6. If the Ordering Party remains in constant economic relations with the Seller, the acceptance of the GTCS at the first order shall be deemed to be the acceptance for all subsequent orders and sales contracts, until changing their content or withdrawing from being applied.
7. The GTCS are provided on the website [www.wartmannbase.pl](http://www.wartmannbase.pl) in the section: "Downloads". Each Ordering Party shall be obliged to consult the current GTCS, before entering into the contract with the Seller. The conclusion of the contract shall mean the acceptance of these GTCS.

**II. Ordering and concluding a contract:**

1. Notices, advertisements, price lists and other information on goods and services of the Seller shall only constitute an invitation to a contract, not an offer within the meaning of the Civil Code unless their contents clearly show that they constitute an offer addressed to a particular person.
2. A contract shall be concluded based on the order made by the Ordering Party in writing, by e-mail or fax, signed by a person entitled to represent, and by the acceptance by the Seller. The confirmation of the order shall be in writing or via electronic means of communication, sent to the address specified by the Ordering Party. The Seller may depend the execution of the order on the delivery by the Ordering Party of other data and information concerning the subject of the order and the Ordering Party as well as the confirmation of these data with relevant documents, setting a relevant deadline to the Ordering Party.
3. The order made by the Ordering Party in writing, by e-mail or fax shall include:
  - a/ specification of the ordered goods and/or services,
  - b/ the number of ordered goods,
  - c/ the data of the Ordering Party necessary to issue a VAT invoice,
  - d/ the data necessary to contact a person responsible for the order,
  - e/ legible signature of a person entitled to make orders on behalf of the Ordering Party,
  - f/ the method and place of receipt of goods and/or provision of services,
  - g/ the precise identification of persons entitled to receive goods on behalf of the Ordering Party with the data identifying these persons,
  - h/ technical documents necessary to execute the order. The Ordering Party shall provide the full executive documentation of the structure and the welding documentation. If there is no such documentation, the Seller shall present its own welding documentation to be accepted by the Ordering Party,
  - i/ other documents required by the Seller from the Ordering Party pursuant to section II.2.
4. The order made in electronic form shall include, instead of an item included in item II.3 (e), name of a person entitled to make orders on behalf of the Ordering Party. The Ordering Party shall be obliged to attach to the order documents to allow to identify a person making the order, and the right to represent a legal entity or an entity without legal personality.

5. By accepting the order or signing the contract, the Seller shall deliver goods or provide services as ordered by the Ordering Party. The Seller shall not be responsible for correctly selected ordered goods for a particular application by the Ordering Party or its customers.
6. The prices of the goods and services included by the Seller in the offer information shall not include VAT unless explicitly stated otherwise.
7. If the offers are submitted in a currency other than PLN, the Seller shall reserve the right to change the terms of the contract when the rate of a foreign currency in relation to PLN changes by 5% compared to the rate specified and used to calculate the prices of the offer.
8. Unless otherwise specified by the Parties, **the delivery shall be made by the Seller under the terms of Ex Works, Wartmann Base, Koszwały, Poland (Incoterms 2010)**. Costs of any additional services, shall be specified individually when accepting the order.
9. If, by mutual written agreement in terms of changing the parameters of the previously accepted order, the subject of the contract or the order has changed or there has been a change in any of the terms of the contract, the Seller shall reserve the right to change the price of the contract.
10. If the Ordering Party does not specify otherwise, the Seller shall execute the accepted order or prepare a price offer in accordance with the following standards:

**a/ linear and angular dimensions of mechanical treatment, PN-EN 22768-1, c tolerance class,**

**b/ linear and angular dimensions for welded structures PN-EN 13920 B tolerance class for linear dimensions of welded structures, C tolerance class; G for angular dimensions of welded structures,**

**c/ cutting of metals in accordance with PN-EN ISO 9013,**

**d/ welding of steel and stainless steel in accordance with PN-EN ISO 5817; C quality level for welding incompatibilities,**

**e/ aluminium welding in accordance with PN-EN ISO 10042; C quality level for welding**

**incompatibilities,**

**f/ structures with Visual Test-2 in accordance with PN-EN ISO 9712, EN 13018,**

**g/ in accordance with PN-EN 2768-m for completely treated and non-welded elements.**

11. The Seller shall be released from the obligation of executing the order if there are events beyond its control, in particular, when as a result of the Ordering Party, third party, force majeure or changes in legislation, the sale of goods or provision of services is difficult, impossible or leads to the financial losses of the Seller.
12. The Seller shall reserve the right to change the terms of the contract when the prices of materials used to execute the order increases by more than 5% in relation to the prices of materials used in the offer.
13. The offer presented by the Seller to the Ordering Party shall not reserve the production capacity of the Seller.
14. The prices in the offer of the Seller provided to the Ordering Party shall be valid provided that the order is made for all elements presented in the offer.

### **III. Execution of the contract**

1. The basis for the commencement and the execution of the order may only involve: documents/ drawings provided by the Ordering Party to the Seller in a form of files: pdf/ dxf/ dwg/ stp/ 3D model. The Seller shall not be responsible for the provided documentation, in particular, as regards the correctness of its development and execution as well as technical parameters indicated therein.
2. The orders shall not be accepted without a full set of drawings.
3. If the project documentation is to be developed by the Seller, all related agreements of the Parties shall be included in the Contract in detail, including the agreements for additional costs associated with the development.
4. Any changes to the documentation during the execution of the contract and any additional works ordered by the Ordering Party after the conclusion of the contract shall be recognized as additional costs not included in the offer.
5. The delivery of the goods or provision of services shall be at a date agreed with the Ordering Party. Unless otherwise agreed between the Parties, the term of the delivery of the goods/ provision of services shall be specified by the Seller in each case in the confirmation of the execution of the order.
6. If the Parties have not agreed otherwise, the period of the delivery/ provision of service shall start from the date when the Ordering Party provided its confirmation of the execution of the order. The deadline shall be considered as met if the goods have been delivered on a specified day or before it has expired, to a person entitled to receive the goods, including the provision to a carrier or a freight forwarder offering professional transport of goods of a specified type. If the Ordering Party has not specified a place of receipt of the goods, the deadline shall be considered as met if, on a specified day, the goods are prepared to be issued to the Ordering Party at the registered office of the Seller. The costs associated with storing of the goods, from the expiry of the last day provided for receipt until the date of issue, shall be borne by the Ordering Party.
7. If there are no agreements between the Parties with reference to the delivery of the goods to the Ordering Party, the Seller shall notify the Ordering Party about the date on which the goods shall be ready for receipt at the agreed place, and the Ordering Party

shall receipt them immediately. In order to organize the reception, the Ordering Party shall be required to contact the Seller through the following channels:

- i. E-Mail address: [logistyka@base.pl](mailto:logistyka@base.pl)
- ii. Phone number: +48 721 001 446

If the Ordering Party does not comply with the aforementioned obligations, the Seller may, at its discretion, provide or store the goods at the cost and risk of the Ordering Party. The goods may be released to the Ordering Party every working day from 8:00 to 14:00 unless the parties have agreed otherwise.

8. **In the case of sales abroad, the Ordering Party shall be required to send a signed delivery document/consignment note (CMR) within 30 days of delivery of the goods at the destination in the country and abroad. Otherwise, the Seller shall be obliged to issue a correction invoice which includes Value Added Tax.**
9. The Seller shall not be responsible for failure to meet the deadline for the delivery of the goods if the cause of the failure involves the circumstances of force majeure or other circumstances beyond the Seller's control, and in particular, events related to the activities of the forces of nature - e.g. floods, fires, earthquakes or epidemics; moreover, riots, general strikes or armed activities; act of public authority; unpredictable interference in the work of the Seller arising out of, e.g. a lack of electricity, transport and customs delays, roadblocks, shortages of electricity, etc.
10. Until the cessation of obstacles, the Seller may suspend or limit the delivery of the goods. If as a result of occurring obstacles the Seller lost the opportunity to deliver the goods, it may withdraw from the contract after informing the Ordering Party.
11. In the case of suspension or limitation of the delivery by the Seller, the period of the delivery shall be suspended until the termination of the obstacles.
12. In the event of any of the above-mentioned situation, it shall not be considered that the Seller has not executed or improperly executed the obligation, and the Ordering Party shall not be entitled, therefore, to any claim against the Seller, inter alia the right to claim damages or penalties.
13. The Seller shall be obliged to properly secure goods during transport. The cost of such protection shall be borne by the Seller unless, at the request of the Ordering Party, additional protection is required. The costs of additional protection shall be covered in whole by the Ordering Party. The requirements for packaging, protecting or markings other than the standard and the related costs shall be sent by the Ordering Party to the Seller no later than at the stage of accepting the order. If such information is not provided, the Seller shall use the standard materials to pack the goods (*stretch* transparent foil, steel fastening tape, clips).
14. The Factory Acceptance Test shall mean a test of the Products and/or Services in accordance with the standard test procedures of the Seller, based on the functional specification approved by the Ordering Party. The Factory Test shall be executed in the registered office of the Seller, in the presence of the Ordering Party, which states that the goods comply with the order. If the Ordering Party, despite prior invitation and/or confirmation, is not present during the Factory Test, it shall be considered that the Factory Test has been executed in the presence of the Ordering Party. As a result of the completion of the Factory Test, the Ordering Party shall allow for shipment, subject to the payment by the Ordering Party of all outstanding invoices.
15. The subject of the contract shall be executed without the supervision of a third party unless the parties to the contract have agreed otherwise.
16. The structures permanently marked by stamping a mark in accordance with the standards of Wartmann Base Sp. z o.o., in accordance with ISO 3834. If there are specific requirements of the Ordering Party, it shall be obliged to send detailed information in the order.

#### IV. Payments

1. The prices and terms of payment shall be specified in the order confirmation referred to in section II.2. If the Parties have not agreed otherwise in writing to be null and void, the date of payment of the price by the Ordering Party shall be 30 days from the invoice date.
2. The payment date shall be the date when the amount payable is credited to the Seller's bank account specified on the invoice. The cost of transfers and costs associated with foreign exchange as well as any discounts shall be borne by the Ordering Party.
3. The prices may be changed as a result, in particular, of the increase in customs duties, taxes, changes in exchange rates and other factors beyond the Seller's control. In this case, the Seller may change the prices if it has informed the Ordering Party.
4. In the case of failure by the Ordering Party to meet the terms of payment, the Seller shall be entitled, after requesting the Ordering Party and the ineffective expiry of its deadline, to refrain from the execution of all concluded contracts with the Ordering Party (including the delivery of goods and/or provision of services) until the Ordering Party pays all due amounts with the additional amounts (in particular accrued interests) or it may require the Ordering Party to adequately protect the payment. If the delay of any payment with respect to the Seller exceeds 30 days after the additional deadline specified by the Ordering Party, as referred to in the preceding sentence, the Seller may terminate the contract with immediate effect. In this case, the Seller shall not be responsible for the resulting loss, and the Ordering Party shall not be entitled to any claims in the event of the use by the Seller of the rights referred to in this section.
5. If the Ordering Party delays the payment of the whole or part of the amount due for the delivered goods and/or provided services, it shall pay the Seller statutory interests for late payment in the amount specified in the contract, and if such indication has not been made by the Parties, at the statutory rate.
6. The Seller may suspend the execution of its obligations if, after the conclusion of the contract, it turns out that the Ordering Party may not meet its essential obligations, e.g. due to the loss of liquidity. The Seller's right to suspend the execution of the obligations shall expire, when the Ordering Party pays the whole amount.

7. The goods covered by the contract shall remain the property of the Seller until full payment resulting from all contracts between the Ordering Party and the Seller is made.
8. In case of failure to pay in full or if the enforcement proceeding has been initiated to the Ordering Party, or the Ordering Party or its creditors file for bankruptcies, or if the execution of the obligations by the Ordering Party becomes difficult, the Seller may terminate the contract, and require to return the whole or part of the delivered goods. It shall not preclude from executing the right the Seller as referred to in section IV.7.
9. Any claims of the Ordering Party in relation to the Seller shall not entitle the Ordering Party to withhold or delay the payment of the price. The Ordering Party shall not be allowed to deduct any claim held against the Seller with the mutual claim of the Seller against the Ordering Party in respect of the payment of the price in connection with the contract, to which the provisions of the GTCS shall be applied, unless the Seller agrees in writing.
10. The Seller may require the Ordering Party to pay an advance payment or establish a security approved by the Seller against the agreed price of the goods or services even before the delivery of goods or the commencement of service. If the advance payment is required, the Seller shall issue an advance payment invoice, based on which the Ordering Party shall be obliged to make the advance payment of the order within the deadline specified therein. The amount of payment shall be specified between the Parties, and then confirmed by the Seller in the confirmation of the order acceptance.
11. The execution of the contract by the Seller shall commence when the advance payment is provided in the amount specified in the advance payment invoice/ pro-forma invoice. The payment date shall be the date when the advance payment amount payable is credited to the Seller's bank account specified on the invoice.
12. If the Ordering Party, within the deadline specified by the Seller, does not pay the required advance payment or refuse to pay it, it shall be considered that it has withdrawn from the contract, with the effect of relieving the Seller from the obligation to execute the contract. In this case, the Ordering Party shall be obliged to cover all costs already incurred by the Seller relating to the execution of the contract, from which the Ordering Party has withdrawn. This shall not exclude the right to claim damages on a general basis.

#### **V. Complaints and returns**

1. It shall be necessary to submit a claim to the email address: [reklamacje@base.pl](mailto:reklamacje@base.pl). Company's name, order number and delivery note issued for the claimed goods and the goods number shall be included in the title of the message.
2. The content of the claim shall be to ensure unambiguous identification of the goods (based on goods number, drawing number or goods index from the order) confirming its origin from the Seller. The claim shall also include an exact description of the defect or lack, the circumstances of its occurrence and the time of defect discovery. The Ordering Party shall attach to the claim specified in the preceding sentence the proof to support the fact of the existence of the defect or lack, in a form of digital images or the results of tests and measurements. Furthermore, the Ordering Party shall be obliged to provide all the necessary information on the irregularities in the operation of the claimed goods.
3. The Ordering Party shall submit the claim without delay, but no later than within 5 (five) days from the date, on which the Ordering Party has stated the existence of the defect or on which it could state it at the earliest, while maintaining the highest degree of professional diligence in that regard. Hidden defects can be reported within 1 year from the date of receipt of the goods or in accordance with a provided written guarantee.
4. If the Ordering Party does not execute the obligations referred to in the preceding sections, as well as in the case of failure to notify the Seller on the reservations with respect to the subject of the contract or its physical defects in the above deadline, the Ordering Party may not assert rights of warranty for physical defects if these defects could be detected in the course of the tests executed with due diligence.
5. The Seller shall be obliged to consider the submitted claim in the shortest amount of time, up to within 14 (fourteen) days. If a specialized expertise or tests are required, the deadline specified in the preceding sentence may be extended as relevant. The claim result shall be provided by the Seller to the Ordering Party by e-mail or by post.
6. The goods contested by the Ordering Party, until a written comment sent by the Seller to the submitted claim, shall be protected against further processing or loss of values, and made available to the Seller in a form allowing to check and test even if it is abroad.
7. In the case of justified claims, the Seller shall immediately take the necessary steps to remove defects, provided, however, that the deadline for removal of defects may be extended due to the reasons beyond the Seller's control, e.g. no access to spare parts. In such a case, the Seller shall notify the Ordering Party, providing a new deadline to remove defects. If the repair is not possible or is associated with additional, disproportionate costs borne by the Seller, the Parties shall mutually specify the method of solving the claim.
8. Return of the disputed goods shall require the prior consent of the Seller, and may be held only based on the written information on the acceptance of return provided by the Seller. Otherwise, returns shall not be accepted.
9. The goods returned to the Seller shall be controlled in terms of quantity and quality. The Seller shall reserve the right to refuse to accept the returned goods if the defect of the goods is larger than it results from the submitted claim.
10. No claim as to the quantity and quality of the whole or part of the goods shall not entitle the Ordering Party to withhold the payment for the completed deliveries or provided services. The Seller shall have the right to suspend the execution of the Ordering Party's claims until the Ordering Party pays all outstanding receivables.

## **VI. Guarantee**

1. The Seller shall grant the Ordering Party 24-month (twenty-four) guarantee for the sold goods. The guarantee shall be valid from the date of the delivery of the goods to the Ordering Party.
2. The Seller shall not be responsible for the defects of consumables, as well as for the defects of the goods:
  - a/ resulting from the improper handling or use,
  - b/ resulting from the operation inconsistent with the purpose and the producer's recommendations, including due to improper maintenance and periodic inspection of the goods, as required by the producer,
  - c/ caused by repairs, maintenance or operations executed by the unauthorized persons,
  - d/ arising from incorrect project assumptions or design,
  - e/ resulting from technical or mechanical damage and resulting from random events,
  - f/ resulting from the storage of the goods in improper conditions;
  - g/ caused by the fault of the user,
  - h/ resulting from other causes unrelated to the Seller,
  - i/ resulting from errors in the documentation provided by the Ordering Party.
3. The guarantee shall not cover the defects resulting from normal wear and tear, damage, or destruction, negligence, lack of supervision, using the goods contrary to its intended purpose.
4. The provisions of the GTCS regarding the guarantee shall not be applied to the goods of another producer. In this case, the guarantee conditions specified by that producer, and included in the guarantee card attached to particular goods, shall be applied.
5. Pursuant to other provisions of these GTCS, the defective goods shall be repaired or replaced at the discretion of the Seller, in its registered office. The disassembly of a defective part, reassembly of a repaired/ replaced part and recommissioning shall be executed by the Ordering Party. All guarantee claims shall be submitted in writing in the aforementioned guarantee period, and shall be considered in the working hours of the Seller. The Ordering Party shall be responsible for providing the Seller with a defective part, which is clean and free from all substances that may affect health.
6. The guarantee shall not be entitled when the Ordering Party has not paid the price for the ordered goods, within the deadline.

## **VII. Responsibility**

1. The Seller shall be responsible only for actual damages borne by the Ordering Party resulting from deliberate non-execution or improper execution of the contract by the Seller. In any such case, the responsibility of the Seller to the Ordering Party shall be limited only to the repair of the damage arising in connection with it, to the amount of the suffered loss, but not more than the net amount of the contract.
2. The Seller shall not be responsible to the Ordering Party:
  - a) for damages causing the loss of benefits borne by the Ordering Party, which would be achieved if the damage was not borne by it,
  - b) if the goods delivered based on the order were correct, but it does not meet the expectations specified by the Ordering Party,
  - c) for any indirect, moral, secondary, and in particular for production losses, loss of anticipated profits, loss of use, loss of business, losses due to outages or resulting from increased operating costs, loss of contacts, or any secondary loss resulting from the ordered and delivered goods or provided services,
  - d) if the delivered goods were used by the Ordering Party in a manner inconsistent with its intended use and technical features, specifications and instructions.
3. The Seller shall be relieved from the responsibility for failure or improper execution of the contract also if it is caused by defective goods related to its improper execution by another producer.
4. If the Seller executes the contract only partially, the Ordering Party shall have the right to withdraw from the contract covering the executed part.
5. The Seller shall not guarantee that the delivered goods are suitable for the purposes set by the Ordering Party and/or meet the requirements of the law in the Ordering Party's country. Any costs required to obtain any permits necessary to use, deliver or assembly the equipment shall be solely borne by the Ordering Party.

## **VIII. Final provisions**

1. Any agreements changing or repealing any provision of these GTCS shall be made in writing otherwise being null and void.
2. Should one or more provisions or conditions of the contract, or part of it turned out to be or become invalid or unenforceable, the remaining provision of the contract or partially invalid or unenforceable provision shall remain fully binding, the Parties shall immediately endeavour to replace the invalid terms or provisions with such ones, which shall be as close as possible to the previously agreed terms or provisions.
3. The contracts concluded by the Parties, to which the GTCS are applied, shall be subject to the Polish law, in particular the Civil Code, and all of its amendments and additions shall be made in writing otherwise being null and void.
4. Any disputes that may arise due to the execution of the contracts or in connection with these contracts, and may not be solved by negotiation, shall be settled in a common court locally competent in accordance with the registered office of the Seller.

5. The Parties shall acknowledge that they accept these GTCS in their business relationship. The Ordering Party may easily find the content of the GTCS, as they are available whenever required by the Ordering Party. The current version of the GTCS is published on the website of the Seller indicated in section I.7 with the date from which they are valid.
6. All notices, statements, requests or any other documents and correspondence relating to this contract shall be addressed by the Seller, respectively, to the post address, fax number or e-mail address specified by the Ordering Party in the order or an equivalent document. The Ordering Party shall immediately, not later than within three days, notify the Seller about the above changed contact details otherwise the delivery made to the last known post address, fax number or e-mail address of the Ordering Party is deemed to be effective upon giving appropriately registered letter, fax or e-mail.
7. The Parties shall agree to maintain the confidentiality of its provisions, all information and data, to which they shall have access in connection with the conclusion and execution, especially in terms of the agreed prices, obligations of the Parties, the terms of payment and security performance of the contract, guarantees, rebates and emerging problems, including indefinitely from the date of termination of the contract.
8. The assignment of the rights and/or obligations arising from the contracts, to which the GTCS are applied or parts thereof, made by the Ordering Party to any third party shall require the prior consent of the Seller expressed in writing otherwise being null and void.
9. The Seller shall reserve the right to make changes to these GTCS, and the Ordering Party shall apply the version of the GTCS valid at the time, in accordance with the provisions of the GTCS, of the conclusion of the contract by and between the Parties.
10. The Ordering Party concluding the contract shall accept the GTCS, and shall provide its consent to the processing of personal data by the Seller to execute the contract as well as for marketing purposes related to its activities.
11. The Ordering Party shall be entitled to all the rights pursuant to the provisions of the Act of 29 August 1997 on the protection of personal data (the Journal of Laws, 2002, no. 101, item 926, as amended), in particular the right to access to its own data.

**Wartmann Base Sp. z o.o.**

These General Terms and Conditions of Sale shall be applied to all sales contracts concluded after 30<sup>th</sup> November 2016 (the thirtieth November 2016).