

GENERAL TRADE CONDITIONS

WOST S.A., 01.03.2016R

I. GENERAL PROVISIONS

1. These general terms and conditions (hereinafter referred to as: GTC) are binding for contracts or orders (hereinafter referred to as: Contract) for the sale of goods by WOST S.A. (hereinafter referred to as: Seller), unless otherwise stated in the specific Contract.

2. The documentation, catalogues and price offers are sent for information purposes only, the Seller's offers are not binding without a written signature or electronic (e-mail) order confirmation. In case if there are no other terms or changes in them, included by the Customer in the Contract or in any other document, they are not binding for the Seller, unless they have been clearly and unambiguously accepted by the Seller in a written form.

3. Terms used in these GTC shall have the following meanings:

"Goods" - products sold by WOST S.A.

"Buyer" - an individual or legal entity that purchases products of WOST SA

"Contract" - order of the Buyer

"GTC" - General Trade Conditions of WOST S.A.

II. CONCLUSION OF THE CONTRACT

1. If the Buyer is represented by a third party (employee), it means that the Buyer authorizes this person to take actions and represent the Buyer's interests, including applying modifications to the Contract.

2. Changes to the contract may be made in writing or by electronic correspondence - e-mail. Otherwise they are null and void.

3 In case if due to reasons independent from the Seller and concerning the manufacturer of the semi-product the Seller will not be able to realize the Contract in full or in part, he will have the right to withdraw from the Contract. The Seller shall not be held responsible for any damage that may be caused by this.

4. The terms of GTC are an integral part of the Contract.

III. RIGHTS OF OWNERSHIP

1. The Seller reserves that the ownership title of the Goods sold shall pass to the Buyer only upon payment of the entire invoice for the Goods to the Seller.

2. The risk of loss or damage to the Goods shall pass from the Seller to the Buyer at the moment the Goods are handed over to the Buyer, even if the Goods are handed over to a carrier, regardless of who bears the cost of transportation.

IV. TERMS OF DELIVERY AND COLLECTION OF GOODS

1. If the name of a third party is mentioned in the content of the contract, it means that the Buyer authorizes that person to collect the goods in the Buyer's name and at the Buyer's risk.

2. The conditions of delivery of the Goods are always determined by the conditions of the Contract - in particular by the Incoterms 2020 conditions, with the reservation of the conditions of "III. RIGHT OF OWNERSHIP".

3. The Seller reserves the right to deliver the Goods in whole or in part prior to the the agreed delivery date. Non-delivery of all ordered goods by the agreed date shall not entitle the Buyer to refuse to accept them at a later date.

4. The Buyer undertakes to carefully inspect the goods upon their receipt for quantity, compliance with technical specifications and for any visible defects. After the goods have been inspected, a release document must be signed. Signing of the release document is equivalent to a declaration of compliance of the specified parameters with the Contract and the absence of defects, that could have been detected during the most careful inspection of the Goods.

5. Both parties agree that the Seller shall bear the cost of loading the material and the Buyer shall bear the cost of unloading the material.

6. To determine the performance of the Contract and its settlement, the measurements of the weight of the goods based on the Seller's indications at the time of takeover by the carrier are taken into account. The weight tolerance of +/- 10% to the contract is allowed.

7. If the Buyer doesn't collect the goods by the date specified in the contract, the seller is entitled to take the following actions:

a) deliver the goods at the expense of the Buyer,

b) charge the storage costs to the Buyer,

c) issue a penalty invoice - 0.2% of the contract value for each day of delay in collecting the goods.

V. PRICE AND PAYMENTS

1. The price for the sold Goods will be specified each time in the offer and confirmed on written confirmation.
2. The Buyer undertakes to make payments in accordance with the gross price in the currency in which the price of the goods is stated on the invoice.
3. The Buyer undertakes to make payments according to the date indicated on the invoice. The payment is considered to be made when the amount is credited to Seller's bank account.
4. The Buyer does not have the right to set off any receivables that may arise from other contracts between the parties.

VI. GUARANTEE

1. The Seller gives a guarantee to the Buyer. This guarantee is explicitly based on the GTC.
2. The Seller guarantees, that the Goods are made of material of quality in accordance with the Contract and Certificate of Quality consistent with PN-EN 10204. In case the Goods are named in the Contract as „trial batch”, the responsibility for all the potential defects is excluded.
3. The Seller is responsible for any defects for 3 months after the Goods are passed to the Buyer.
4. The Buyer is obliged to inform the Seller about the defect within 12 hours from the moment of its determination.

VII. Force majeure

1. The Seller takes no responsibility for not realizing or unappropriately realized Contract in whole or a part, if there are „force majeure” circumstances
2. A "force majeure" event is considered to be an external event that the seller could not have foreseen or prevented. As “force majeure” conditions are classified : war, earthquake, flood, fire, strike, embargo, breakdown of machinery, lack of raw materials on the market, legal regulations, delay in transportation.
3. The Seller is obliged to inform the Buyer about the occurrence of "force majeure" in writing within 3 days from the date of its detection. Then, both parties have the right to withdraw from the Contract.

VIII. Final provisions

1. The Buyer may not transfer the rights and obligations arising from the execution of the Contract without the prior written consent of the Seller.
2. Polish law applies to all Contracts of which these GTC are a part, unless otherwise stated.
3. All disputes arising from the Contracts between the parts will be settled by the ordinary court of law competent for the buyer's headquarters.
4. The legal measures mentioned in these GTC are exclusive.